



**CONTRACT DOCUMENTS**

**AND**

**TECHNICAL SPECIFICATIONS**

**FOR THE**

**CAESARS LANE WWTP**  
**EXPANSION PHASE 1**

**CDBG-DR**  
**FEDERAL CONTRACT NUMBER B-12-UT-36-0001**

**TOWN OF NEW WINDSOR**  
**ORANGE COUNTY, NEW YORK**

**PREPARED FOR:**

**Town of New Windsor**  
**555 Union Avenue**  
**New Windsor, NY 12553**

**PREPARED BY:**

**MHE Engineering, D.P.C.**  
**33 Airport Center Drive, Suite 202**  
**New Windsor, NY 12553**

**NOTE: ANY UNAUTHORIZED ALTERATION OR**  
**ADDITION TO THIS DOCUMENT IS A**  
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**NEW YORK STATE EDUCATION LAW.**

**DATE: 21 November 2024**  
**JOB #: 18-732.1**

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**ADVERTISEMENT FOR BIDS  
TOWN OF NEW WINDSOR  
ORANGE COUNTY, NEW YORK**

**CAESARS LANE Waste Water Treatment Plant EXPANSION PHASE 1**

**General Notice**

**Town of New Windsor** (Owner) is requesting Bids for the construction of the following Project:

**Caesars Lane Waste Water Treatment Plant Expansion Phase 1**

Bids for the construction of the Project will be received at the **Town of New Windsor Clerk** located at **555 Union Avenue, New Windsor, NY 12553** until **23 January 2025** at **11:00AM** local time. At that time the Bids received will be **publicly** opened and read.

The Project includes the following Work:

Construction of a new plant control building, renovations to the existing plant control building, and associated site improvements at the Town of New Windsor Waste Water Treatment Plant.

Separate Bids will be received for the following Contracts:

**Contract GC-1 – General Construction  
Contract MC-1 – Mechanical Construction  
Contract EC-1 – Electrical Construction  
Contract PC-1 – Plumbing Construction**

**Obtaining the Bidding Documents**

The Issuing Office for the Bidding Documents is:

**MHE Engineering, D.P.C.  
33 Airport Center Drive, Suite 202, New Windsor, NY 12553**

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **8:30 am and 5:00 pm** and may obtain copies of the Bidding Documents from the Issuing Office as described above and becoming available on **21 November 2024**.

Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office. Only those persons whose name and address are on record of having obtained the Contract Documents will be permitted to bid and issued the Addendums, if any.

**Digital copies of the contract documents may be obtained online as a download by a secured electronic link for a non-refundable fee of fifty dollars (\$50.00) upon payment with a check made payable to MHE Engineering, D.P.C. by contacting the Issuing Office at (845) 567-3100 or by email at [mheny@mhepc.com](mailto:mheny@mhepc.com).**



**Hard copies of the contract documents may be obtained from MHE Engineering, D.P.C. by special request for an additional fee.**

Each bid shall be accompanied by an acceptable form of Bid Guarantee in an amount equal to at least five (5) percent of the amount of the Bid payable to the **Town of New Windsor** as a guarantee that if the Bid is accepted, the Bidder will, within fifteen (15) days after the award of the Contract, execute the Contract and file acceptable Performance and Labor and Material Payment Bonds and Certificate(s) of Insurance.

OWNERS RIGHTS RESERVED: **Town of New Windsor** hereinafter called the Owner, reserves the right to reject any or all Bids and to waive any informality or technicality in any Bid in the interest of the Owner.

No bidder may withdraw his bid within forty-five (45) days after the actual date of the opening thereof.

### **Pre-Bid Conference**

A pre-bid conference for the Project will be held on **7 January 2025 at 10:00AM** at the **project site, 145 Caesars Lane, New Windsor, NY 12553**. Attendance at the pre-bid conference is encouraged, but not required.

This project is being funded in whole or in part by the Community Development Block Grant – Disaster Recovery Program (CDBG-DR) with funds obtained from the U.S. Department of Housing and Urban Development (HUD). All federal CDBG-DR requirements will apply to the contract. Prevailing wages established under the Davis-Bacon Act will apply to this contract. New York State law requires that the contractor pay the higher of State prevailing wages or Davis-Bacon, for each class of worker. The contract documents contain requirements addressing prevailing labor wage rates, labor standards, nondiscrimination in hiring practices, goals for MBE and WBE participation, and, for projects over \$200,000, participation by Section 3 residents and businesses, and related matters. Provisions under 2 CFR Part 200 will apply to the awarded contract. See Instructions to Bidders for additional information.

“This is a HUD Section 3 Project with contracting priorities for businesses that hire or are owned by low-income persons and/or public housing and Section 8 residents.”

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. 1701 U (Section 3). The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting and other economic opportunities generated by Section 3 covered financial assistance shall be directed to low-income residents of the neighborhood where the financial assistance is spent, or substantially employ these persons. Section 3 Businesses are encouraged to submit bid proposals.

Bidders are strongly encouraged to familiarize themselves with the requirements of Section 3. Further information regarding same can be found in the NYS Homes & Community Renewal Section 3 Policy Manual: <https://hcr.ny.gov/system/files/documents/2021/11/hcr-section-3-compliance-manual-20211201.pdf>.

Attention of bidders is particularly called to the requirement as to conditions of employment to be observed and the minimum wage rates to be paid under the Contract, Section 3, Segregated Facilities, Section 109, and Executive Order 11246. The requirements for Bidders and Contractors under this order, which concerns non-discrimination in employment, are further explained in the Contract Documents and Attachments.



Bidders are also required to comply with the provisions of Section 291-299 of the Executive Law of the State of New York.

STATEMENT OF NON-COLLUSION: Bidders on Contracts are required to execute a non-collusive bidding affidavit pursuant to Section 103d of the General Municipal Law of the State of New York.

IRAN DIVESTMENT ACT: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, each bidder is not on the list created pursuant to paragraph (b) of Subdivision 3 of Section 165-a of the State Finance Law.

Subject to the provisions of Article 28, Part III of the New York State Tax Law and the provisions of the Contract Documents, the Owner is exempt from any payment of sales and compensating use taxes of the State of New York and cities and counties on all materials supplied to the Owner pursuant to this contract.

The location of the bid opening is accessible to persons with disabilities. If special accommodations are needed for persons with disabilities, those with hearing impairments, or those in need of translation from English, those individuals should contact Patricia Clarino, Town Clerk, at (845) 563-4611 or [pclarino@newwindsor-ny.gov](mailto:pclarino@newwindsor-ny.gov) at least two weeks in advance of the bid opening date to allow for necessary arrangements.

**Town of New Windsor** is an equal opportunity employer and affirmative action employer, hereby notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the ground of race, gender, color or national origin in consideration of an award.

**This Advertisement is issued by:**

Owner: **Town of New Windsor**  
By: **Patricia A. Clarino**  
Title: **Town Clerk**  
Date: **21 November 2024**



# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office. Only those persons whose name and address are on record of having obtained the Contract Documents will be permitted to bid and issued the Addendums, if any.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version **2017** or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.



- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
  - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A pre-bid conference will be held for this Project on (7 January 2024).
- 4.02 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.03 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

### **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

- 5.01 *Site and Other Areas*
  - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional



lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

## 5.02 *Existing Site Conditions*

### A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report*: The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
  - a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.
  - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
  - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.



- d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.
  - B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- 5.03 *Other Site-related Documents*
- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
    - 1. **[Phase 2 Site Plan].**Owner will make copies of these other Site-related documents available to any Bidder on request.
  - B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
  - C. The other Site-related documents are not part of the Contract Documents.
  - D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
  - E. No other Site-related documents are available.
- 5.04 *Site Visit and Testing by Bidders*
- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
  - B. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.
  - C. Bidders visiting the Site are required to arrange their own transportation to the Site.
  - D. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the Owner or Engineer. Bidder must conduct any Site visit during normal working hours.
  - E. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- 5.05 *Owner's Safety Program*
- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.



#### 5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the General Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

### ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

#### 6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

### ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
  - A. **Email: mheny@mhepc.com**
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven (7) days prior to the date for opening of Bids will not be answered. Addenda will be issued no later than five (5) days prior to the date for opening bids.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

### ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **five** percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. **Bid security must be at least 5% of the Bidder’s maximum Bid price.**
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required



Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 The Contractor shall not award work to Subcontractor(s) in excess of the 50% of the contract value.



## **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such



certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

## **ARTICLE 13—BASIS OF BID**

### **13.01 *Lump Sum***

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

### **13.02 *Base Bid with Alternates***

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

### **13.03 *Unit Price***

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

### **13.04 *Allowances***

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

## **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope



containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

#### **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of



the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
- D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

The Contract will be awarded to that responsible Bidder or Bidders whose Bid, so determined within the Base Bid or Alternate Bids, totals the lowest number of dollars, if said Bidder or Bidders are otherwise satisfactory to the Owner. The Owner reserves the right to waive any informalities in or reject any or all Bids.

In the event that there is a discrepancy between the unit prices and the extended totals, unit prices shall govern. In the event that there is a discrepancy between the unit prices or the extended totals written in words and written in figures, the unit prices or extended totals written in words shall govern. No Bid will be accepted which does not contain a unit price for every item in the proposal form.



## **ARTICLE 19—BONDS AND INSURANCE**

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

## **ARTICLE 20—SIGNING OF AGREEMENT**

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

## **ARTICLE 21—SALES AND USE TAXES**

Owner is exempt from **of New York** state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid.

## **ARTICLE 22—PREVAILING WAGE**

- 22.01 Please note that both state and federal wages are included under this contract. Contractor shall utilize the higher of the two at the time of contract execution.



## **GENERAL CONDITIONS**

### **PART II**

## **FEDERAL REQUIREMENTS**

All bidders must comply with the following Federal requirements:

**Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as stated in 24 CFR 570.601** "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."

**Equal Employment Opportunity.** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### **Executive Order 11063, as amended**

"No person in the United States shall on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government."

#### **Executive Order 11246**

A. If the contract amount is less than ten thousand (\$10,000) dollars) the following conditions shall apply:

During the performance of this contract, the contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex 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, or national origin. Such actions 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 by the Local Public Agency setting forth the provisions of this nondiscrimination clause.
- (2) 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 or national origin.



- (3) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. If the contract amount exceeds ten thousand (\$10,000) dollars) the following conditions shall apply:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex 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, 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.

(2) 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, national origin.

(3) 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.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965; and the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) 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 cancelled, 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, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (B-1) and the provisions of paragraphs (B-1) through (B-6) 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 Contracting Agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: 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 Contracting Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



**Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246):**

- (1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals and Timetables for  
Minority Participation  
in Each Trade  
0%

Goals and Timetables for  
Female Participation in  
Each Trade  
0%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4, paragraph 3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.

Compliance with the goals will be measured against the total work hours performed.

- (3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of ten thousand (\$10,000) dollars at any tier of construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)**



- (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 Program, 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, and 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 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 ten thousand (\$10,000) dollars 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 contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR Part 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 (7a) through (7p) of these specifications. The goals set forth in the solicitation from which this contract 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. The Contractor is expected to make substantially uniform progress toward 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 organizations' responses.
  - (c) Maintain a current file of names, addresses, and telephone numbers of each minority and female off-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 (7) b 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 in 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 (1) month prior to the date for the acceptance of applications for apprenticeship or other training by and recruitment sources, 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 workforce.
- (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 toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
- (o) Document and maintain a record of all solicitation 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 supervisors' 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 (7p). 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 (7p) 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 workforce 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 nonminority. 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.
- (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 Part 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 or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### **Lead Based Paint Requirements**

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal Assistance in any form.

#### **Energy Conservation Provisions**

Contractors must recognize mandatory standards and policies relating to energy efficiency contained in the Cost Effective Energy Conservation Measures.

#### **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"

#### **Age Discrimination Act of 1975**

"No person in the United States shall be 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."

#### **Section 504 of the Rehabilitation Act of 1973**

"No qualified individual with handicaps shall, solely on the basis of handicaps, 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.

#### **OTHER FEDERAL REQUIREMENTS:**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.



**Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#))**. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**NOTE: NY law requires the contractor to pay the HIGHER of State prevailing wages or Davis-Bacon, for each class of worker**

**Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#))**. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR 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 the awarding agency.

**Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended** - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or



regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### **Clean Air and Clean Water Acts**

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under the Agreement which is in excess of one-hundred thousand (\$100,000) dollars agree to the following requirements:

- (1) 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 List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15.20.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and (33 U.S.C. 1318) relating to the 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.
- (3) 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 EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he/she will include or cause to be included the criteria and requirements in paragraph (1) through (4) 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 provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

**Debarment and Suspension (Executive Orders 12549 and 12689)** - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))** – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or



attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### **2 CFR 200.323 Procurement of recovered materials**

The Municipality and its contractors and subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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.

#### **2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See [Public Law 115-232](#), section 889 for additional information.

**2 CFR 200.322 Domestic preferences for procurements.** (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial



melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**2 CFR 200.471 Telecommunication costs and video surveillance costs.** (a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances: (b) Obligor or expending covered telecommunications and video surveillance services or equipment or services as described in [§ 200.216](#) to: (1) Procure or obtain, extend or renew a contract to procure or obtain; (2) Enter into a contract (or extend or renew a contract) to procure; or (3) Obtain the equipment, services, or systems.



**Section 3 language for procurement documents (bid documents, RFPs, RFBs, etc.) and contracts for construction projects that have been awarded more than \$200,000 of HUD funding**

***(This language is to be included in all procurement documents/solicitations and all contracts for work that is being performed on Section 3 projects)***

- a. If the CDBG assistance provided exceeds \$200,000.00, this agreement, contract, subcontract, memorandum of understanding, cooperative agreement or similar legally binding agreement and the work to be performed under it is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (Section 3), as amended. The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance from HUD or HUD-funded projects covered by Section 3, shall be directed to low- and very low-income residents of the neighborhood where the financial assistance is spent, particularly to persons who are recipients of HUD assistance for housing, and to businesses that are either low- or very low-income residents of the neighborhoods where the financial assistance is spent, or substantially employ these persons.
- b. The parties to this agreement, contract, subcontract, memorandum of understanding, cooperative agreement or similar legally binding agreement agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this agreement, contract, subcontract, memorandum of understanding, cooperative agreement or similar legally binding agreement, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- c. The Contractor agrees to notify potential contractors and subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 CFR part 75, and to ensure that any subcontractors also include this Section 3 clause in their subcontracts for work performed on the project.
  - i. The Contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. 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 CFR part 75.
  - ii. The Contractor agrees to maintain hiring and contracting practices to the greatest extent feasible so that 25 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR part 75. As part of these practices, Contractor agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable. If the Contractor is not able to meet this benchmark goal, it must provide a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.
  - iii. The Contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of



apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iv. If applicable, the Contractor agrees to notify each labor organization or representative of workers with which the Contractor has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 Workers and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.

v. The Contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

vi. The Contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

vii. The Contractor agrees to attempt to recruit from within the grantee's service area to fill employment opportunities generated by Section 3 covered assistance through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order: Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located (Targeted Section 3 Workers); Participants in YouthBuild Programs, and Other Section 3 Residents

viii. The Contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

ix. The Contractor agrees to post contract and job opportunities to the Opportunity Portal (<https://hudapps.hud.gov/OpportunityPortal/>) and will check the Portal for businesses located in the project area.

x. 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 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

xi. The Contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

xii. The Contractor agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by New York State Homes and Community Renewal and the United States



Department of Housing and Urban Development (HUD). The Contractor is responsible for providing Section 3 performance metrics and supporting documentation for all its subrecipients, contractors, and subcontractors, as applicable.

xiii. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, penalties, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.



**A. 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.

**(1) MINIMUM WAGES**

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 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 (WH1321)) 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) Additional Classifications.**

- (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;
  - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 1235-0023.)



(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 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**(3) Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), 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 1235-0023 and 1215-0018)

**(ii) Certified Payroll Reports.**

(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 only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.



Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to 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 U.S. 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 1235-0008.)

- (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; and
- (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 3729 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 U.S. 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, fringe benefits 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 U.S. 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) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

**(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 B(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 B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** 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 B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (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 U.S. 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 B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(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 or her 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 29 CFR 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 U.S.C. § 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.



## **Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)**

This fact sheet provides general information concerning DBRA.

### **Coverage**

DBRA requires payment of prevailing wages on federally funded or assisted construction projects.

The [Davis-Bacon Act](#) applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of [public buildings or public works](#). Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon “Related Acts.” The “Related Acts” include provisions that apply Davis-Bacon labor standards to most federally assisted construction. Examples of “Related Acts” include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

### **Basic Provisions/Requirements**

Contractors and subcontractors must pay [laborers and mechanics](#) employed directly upon the [site of the work](#) at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. [Davis-Bacon labor standards clauses](#) must be included in covered contracts.

The Davis-Bacon “prevailing wage” is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor’s obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the [Davis-Bacon poster \(WH-1321\)](#) on the job site in a prominent and accessible place where they can be easily seen by the workers.

### **Davis-Bacon Wage Determinations**

Davis-Bacon wage determinations are published on the [System for Award Management \(SAM\)](#) website at <https://sam.gov/content/wage-determinations> for contracting agencies to incorporate them into covered contracts. The “prevailing wages” are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda Nos. [130](#), [131](#), and [236](#).



## Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

## Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

## Relation to State, Local, and Other Federal Laws

The [Copeland "Anti-Kickback" Act](#) prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the [Fair Labor Standards Act](#) may apply.

Under [Reorganization Plan No. 14 of 1950](#), (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

## Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-866-4-USWAGE**  
[Contact Us](#)



## CDBG Activity Rate Report

This project is being funded in whole or in part by the Community Development Block Grant Program (CDBG) with funds obtained from the U.S. Department of Housing and Urban Development (HUD). Prevailing wages established under the Davis-Bacon Act will apply to this contract. New York State law requires that the contractor pay the higher of State prevailing wages or Davis-Bacon, for each class of worker. Rates must meet or exceed required wages and bona fide fringe benefits.

Federal Wage Determination #:	
Federal Wage Determination Modification #:	
Federal Wage Determination Issue/Revision Date:	
Applicable NY County:	Orange
CDBG Project:	
Contractor:	
Date Completed:	

[illegible]

**Federal Davis Bacon Wages:** refer to the Wage Determination Schedule locked in prior to bid opening.

NYS Prevailing Wage Schedules: <https://apps.labor.ny.gov/wpp/publicViewPWChanges.do?method=showIt>

\*Note, NYS Prevailing Wages in Orange County generally increase on July 1. Current and updated rates must be used throughout the project.

BHR = Basic Hourly Rate

FB = Fringe Benefits

Bona Fide Fringe Benefits: <https://www.dol.gov/agencies/whd/government-contracts/construction/faq/fringe-benefits>

*Use additional sheets if necessary.*



Wage and Hour Division

## PAYROLL

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

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



Rev. Dec. 2008

OMB No.:1235-0008  
Expires: 07/31/2024

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

### Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)



Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_  
(Contractor or Subcontractor)  
\_\_\_\_\_ ; that during the payroll period commencing on the \_\_\_\_\_  
(Building or Work)  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said  
\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF  
TITLE 31 OF THE UNITED STATES CODE.



# MB B MM M M

(1) Name of Bidder	(2) IFB Number
Address	Bid Opening Date
Telephone Number	Contact Person

(8) NOTE: List those certified minority/women owned/Section 3 businesses from which you solicited quotes or which contacted you and gave you quotes in regard to this invitation for bid. Note that Section 3 Goals must address Labor Hours Worked and Targeted Workers.

*(3) COMPANY NAME EIN/SSN TELEPHONE NUMBER	(4) MBE (X)	(4) WBE (X)	(4) Sec. 3 (X)	(5) TYPE OF CONSTRUCTION, EQUIPMENT, SERVICES AND/OR SUPPLIES TO BE PROVIDED TO THE PROJECT	(6) TOTAL DOLLAR AMOUNT OF QUOTE RECEIVED	* (7) TOTAL COMMITMENT DOLLAR AMOUNT

(9) Note: There are no quantitative MWBE goals, but efforts must be demonstrated, Section 3 Labor Hours Goal is 25% and Targeted Section 3 Worker Goal is 5% (within the 25% goal)

(10) Prepared By:	Telephone Number/E-mail Address:
-------------------	----------------------------------

Use additional sheets if necessary. {Section 3 applies for HUD funding over \$200,000}  
 Evidence of Good Faith Efforts MWBE must be provided.  
 Section 3 goals require specific documentation of qualitative efforts to achieve benchmarks.



### **CERTIFICATION REGARDING LOBBYING**

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

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

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

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

Authorized Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_



**BIDDER'S CERTIFICATION OF**  
**LIMITED FOREIGN INVOLVEMENT**

(Completion of this statement is required in advance of consideration for award of contract).

**SUBMITTED TO:**

**SUBMITTED FOR:**

**SUBMITTED BY:**

Name: \_\_\_\_\_  
(Print or Type Name of Bidder)  
(A Corporation/A Partnership/An Individual/A Joint Venture)

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

---

Gentlemen:

The undersigned certifies under oath the truth and correctness of all statements made hereinafter.

1. The Offeror is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S. Trade Representative (USTR).
2. The Offeror has not or will not enter into any subcontract with a subcontractor or a foreign country included on the USTR list.
3. The Offeror will not provide any product of a country included on the USTR list.

(Seal, If Corporation)

Print or Type (Name of Bidder) By: \_\_\_\_\_

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



## CERTIFICATION OF NON-SEGREGATED FACILITIES

Executive Order 11246 requires affirmative action and prohibits federal contractors from discriminating on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractors also are prohibited from discriminating against applicants or employees because they inquire about, discuss, or disclose their compensation or that of others, subject to certain limitations.

### Prohibition of Segregated Facilities (Apr 2015)

#### (a) Definitions. As used in this clause

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [http://www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

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, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [http://www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

The undersigned certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Employment Opportunity Clause in any contract resulting from acceptance of this Bid.

The Bidder agrees that (except where he/she has obtained identical certifications from proposed subcontractors) prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity Clause, that he/she will retain such certifications in his/her files.

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

Authorized Signature \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_



## DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

(See instructions on next page before completing this form.)

Name of Individual or Entity Seeking to Enter into the Procurement Contract: \_\_\_\_\_

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

Name and Title of Person Submitting this Form: \_\_\_\_\_

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

**If Yes, please answer the next questions:**

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: \_\_\_\_\_

Signature

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



## **Instructions for Completing the Disclosure of Prior Non-Responsibility Determinations**

### **Background:**

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offeror 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. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

### **Instructions:**

The Municipality includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to with your bid or proposal to the Municipality conducting the Governmental Procurement.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.



## IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal 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 State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County and/or municipality may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

- 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 person 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 County and/or municipality makes a determination that the goods and services are necessary for the County and/or municipality 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.

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

The County and/or Municipality reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, 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.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE



### **NON-COLLUSION CERTIFICATION**

- (a) "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
  - (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition."
- (b) A Bid shall not be considered for award nor shall any award be made where the provisions of (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a)(1) of this certification.

Any Bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by an Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Bid contains the certification referred to in subparagraph (a)(1) of this certification, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the this Non-Collusion Certification as the act and deed of the corporation or other business entity submitting the Bid.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BUSINESS NAME



**BIDDER'S CERTIFICATION OF COMPLIANCE WITH NEW YORK STATE DEPARTMENT OF LABOR  
SEXUAL HARASSMENT PREVENTION POLICY**

Pursuant to New York State Labor Law §201-g, every employer shall adopt a model sexual harassment prevention policy promulgated pursuant to this subdivision or establish a sexual harassment prevention policy to prevent sexual harassment that equals or exceeds the minimum standards provided by such model sexual harassment prevention policy.

Pursuant to New York State Finance Law §139-1, every bid hereafter made to the state or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalty of perjury:

**BIDDER'S CERTIFICATION**

By submission of this bid, \_\_\_\_\_  
(and each person signing on behalf of any bidder) certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of §201-g of the Labor law."

\_\_\_\_\_ further represents that it has adopted a sexual harassment prevention policy ('policy') and that it provides annual sexual harassment prevention training to its employees as required by and consistent with the regulations promulgated by the New York State Department of Labor. \_\_\_\_\_ agrees to provide a copy of the policy to \_\_\_\_\_ upon request.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

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

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





Steven M. Neuhaus  
County Executive

## OFFICE OF COMMUNITY DEVELOPMENT

Goshen, NY 10924

Tel: (845) 615-3820 • Fax: (845) 360-9093

Email: CommDev@OrangeCountyGov.com

### Debarment and Suspension Certification

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities: <https://www.ecfr.gov/current/title-2/part-180>.

(1) The Contractor/Subcontractor certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The Contractor/Subcontractor shall provide immediate written notice to the Orange County Office of Community Development if at any time the Contractor/Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Contractor/Subcontractor Business Name: \_\_\_\_\_

Contractor/Subcontractor Tax ID #: \_\_\_\_\_

Contractor/Subcontractor Address: \_\_\_\_\_

Contractor/Subcontractor Principals: \_\_\_\_\_

Name of Representative completing this form: \_\_\_\_\_

#### CERTIFICATION STATEMENT

I certify that all the information provided is accurate and complete to the best of my knowledge. I understand that knowingly supplying false, incomplete, or inaccurate information is punishable under Federal or State criminal law. I certify under penalty of perjury, pursuant to 28 U.S.C. § 1746, that this certification is true, correct, and current. If it is determined that my entity or I was debarred, suspended, or excluded from Federally assisted contracts I agree to pay back any assistance even if my contract is terminated.

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

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

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

Orange County Use Only  
Project Funding, Name & Year: \_\_\_\_\_ Received by & Date: \_\_\_\_\_



# ORANGE COUNTY, NY



## Office of Community Development Section 3 Plan

*July 2022*





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## Introduction

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The purpose of the Section 3 Plan is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent. This plan is required when the amount of combined Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Shelter Grant (ESG) funds available through open contracts from the US Department of Housing and Urban Development exceed \$200,000.

## Definitions

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**Applicant:** any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

**Assistant Secretary:** the Assistant Secretary for Fair Housing and Equal Opportunity.

**Business Concern:** a business entity formed in accordance with State law, and which is licensed under State, county, or municipal law to engage in the type of business activity for which it was formed.

**Contractor:** any entity which contracts with a recipient or subrecipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project.

**Employment Opportunities Generated by Section 3 Covered Assistance:** all employment opportunities generated by the expenditure of Section 3 covered public assistance and modernization assistance (as described in section 75.3, including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

**Housing Development:** low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

**HUD YouthBuild Programs:** programs administered by the Department of Labor that receive assistance under the Workforce Innovation and Opportunity Act (WIOA) and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

**JTPA:** The Job Training Partnership Act (29 U.S.C. 1579 (a)).

**Labor hours:** the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.



**Low-income Person:** families (including single persons) whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary of HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low- income families.

**Material supply contracts:** contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

**Metropolitan Area:** a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

**New Hires:** full-time employees for permanent, temporary or seasonal employment opportunities.

**Professional services:** non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

**Public Housing Authority (PHA):** Public Housing Agency.

**Recipient:** any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

**Section 3:** Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

**Section 3 Benchmarks:** (i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in 24 CFR Part 75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year. HUD will publish benchmarks in the Federal Register no less frequently than once every three years.

**Section 3 Business Concern:** a business concern meeting at least one of the following criteria, documented within the last six-month period:

- (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
- (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing



The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

**Section 3 Covered Assistance:**

1. Public housing development assistance provided pursuant to Section 5 of the 1937 Act;
2. Public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
3. Public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
4. Assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

**Section 3 Covered Contracts:** a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

**Section 3 Project:** housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

**Section 3 Worker:** Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- (ii) The worker is employed by a Section 3 business concern.
- (iii) The worker is a YouthBuild participant.

The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

**Service area** or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census

**Subcontractor:** any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.



**Targeted Section 3 Worker:** for housing and community development financial assistance, a Section 3 worker who is:

- i. a worker employed by a Section 3 business concern; or
- ii. a worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - a. Living within the service area or the neighborhood of the project, as defined in § 75.5;
  - b. a YouthBuild participant

**Very Low-income Person:** families (including single persons) whose income do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

**YouthBuild programs** refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).



## Policy Statement

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It is the policy of the Orange County Office of Community Development (OCD) to promote opportunity for full participation by low- and very low-income persons and to business concerns which provide economic opportunities to low- and very low-income persons in its Community Development Block Grant (CDBG), HOME Investment Partnerships and Emergency Solutions Grant (ESG) Programs.

The OCD will implement this policy through the awarding of contracts to contractors, vendors, and suppliers, to create employment and business opportunities for residents of the County.

The OCD has developed this Section 3 Action Plan to identify the goals, objectives, and actions that will be implemented to ensure compliance with the requirements of Section 3.

The OCD's intent is to develop this plan to include input from various municipal departments. When applicable, input from other agencies and companies has been included in the plan.

## Applicability

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Section 3 applies to projects/activities involving housing (construction, demolition, rehabilitation) or other public construction—i.e. roads, sewers, community centers, etc. when the recipient has contracted with subcontractors for services, housing and/or public construction activities and the HUD assistance exceeds \$200,000.

Even if HUD assistance is only a portion of the project cost, Section 3 requirements apply to the entire project once the assistance meets the threshold. Section 3 requirements do not apply to materials-only contracts.

## Section 3 Action Plan

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The requirements of Section 3 are triggered when \$200,000 or more (or as noted otherwise) is invested into an activity involving housing rehabilitation, housing construction, and other public construction projects, such as, but not limited to: extending water and sewage lines, sidewalk repairs, site preparation, and installing conduits for utility services.

## Section 3 Compliance Officer and Section 3 Coordinators

OCD has designated a Section 3 Compliance Officer and each subrecipients and/or entity will designate a Section 3 Coordinator who will oversee the following:

- Complete, maintain, and monitor the Section 3 Action Plan
- Monitor bidding and procurement procedures
- Maintain a listing and certifications of Section 3 workers and Targeted Section 3 workers
- Maintain a listing and certifications of Section 3 business concerns
- Address complaints and manage grievance procedures
- Report on Section 3 activities in IDIS
- Recordkeeping on Section 3 activities



All questions regarding this Section 3 Policy and Procedure can be directed to the Section 3 Compliance Officer, Nicole Andersen, Director of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY 10924, Phone: (845) 615-3820, Email: [commdev@orangecountygov.com](mailto:commdev@orangecountygov.com).

### Section 3 Benchmarks

The Orange County Office of Community Development will, to the greatest extent feasible, comply with the Section 3 benchmarks as mandated by 24 CFR 75.23. The current benchmarks established by HUD<sup>1</sup> for Section 3 Workers is 25 percent or more of the total number of labor hours worked by all workers on a Section 3 Project. Targeted Section 3 Workers is set at five percent or more of the total number of labor hours worked by all workers on a Section 3 project.

### Employment & Training

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the OCD shall ensure that employment and training opportunities are provided to Section 3 workers within the Urban County Consortium service area in which the project is located. The OCD has established the following priority order for the provision of opportunity:

1. Section 3 workers residing within the service area or the neighborhood of the project (within one mile of the project site, or if fewer than 5,000 people live within one mile of the project, within a circle centered on the project that is sufficient to encompass a population of 5,000 people)
2. Other Section 3 workers
3. Participants in YouthBuild programs.

OCD and its subrecipients are not required to hire or enter into contracts with Section 3 workers or businesses simply to meet the Section 3 benchmarks—anyone selected for contracting or employment opportunities must meet the qualifications for the job/contract being sought.

Contractors that can demonstrate retention of Section 3 Workers (i.e., those who started employment within five years of the date of the contract) may utilize labor hours worked by that person on the contract toward the current contract's benchmarks.

### Contracting Goals

The Orange County Office of Community Development and its subrecipients will demonstrate compliance with this requirement by committing to award, to the greatest extent feasible to Section 3 businesses performing work on housing rehabilitation, housing construction and other public construction. The OCD has established the following priority order for the provision of opportunity:

1. Section 3 business concerns that provide economic opportunities to Section 3 Workers residing within the service area or the neighborhood of the project
2. YouthBuild programs.

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<sup>1</sup> Per 24 CFR Part 75.13(b)(1), HUD commits to updating the benchmarks through Federal Register notice, subject to public comment, no less frequently than once every three years.



It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks was not feasible and shall certify that they have followed the prioritization of effort in 24 CFR Part 75.19. All contractors submitting bids or proposals to the OCD are required to certify that they comply with the requirements of Section 3.

Sample efforts to employ and train Section 3 Workers, as well as sample efforts to reach out to Section 3 Businesses are included in Appendix B.

The Section 3 Clause (Appendix C) specify the requirements for contractors hired for Section 3 projects. The Section 3 Clause must be included in all procurement documents and contracts for Section 3 projects.

### Section 3 Worker Certification Procedure

OCD will assist individuals who may identify as a Section 3 Worker or Targeted Section 3 Worker, who reside in the service area or the neighborhood of the Section 3 Project, and who are seeking preference in training and employment by completing and attaching a certification of Section 3 eligibility (see Appendix D –Section 3 Worker Certification Form).

### Assisting Contractors to Achieve Section 3 Hiring and Contracting Goals

The OCD will assist contractors with little or no experience in achieving Section 3 Benchmarks by:

- Requiring the contractor to present a list to OCD of the number of subcontracting and/or employment opportunities expected to be generated from the initial contract.
- Direct the contractor to a list of interested and qualified Section 3 Workers for construction projects, or if none exists to HUD's Section 3 Opportunity Portal <https://hudapps.hud.gov/OpportunityPortal/>.
- Provide contractor with sample employment notices targeted at Section 3 Workers for posting on the job site and with local and state organizations that engage Section 3 Workers.
- Inform contractors of known issues that might affect Section 3 residents from performing job related duties and will encourage outreach efforts described in Appendix B—reporting Form and Greatest Extent Feasible Efforts Checklist.
- Review the Section 3 Clause and Certification of Intent to Comply with contractors and subcontractors during any pre-bid meetings to ensure that the requirement is understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ Section 3 Workers before any other person, when hiring additional employees.

### Section 3 Business Certification Procedure

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with Orange County's Office of Community Development shall complete the Section 3 Business Certification (Appendix E), which can be obtained from OCD. The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility for preference under the Section 3 Program. If OCD previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid. All Section 3 Businesses are encouraged to register through HUD's Section 3 Business Registry. <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>



### **Preference for Contracting with Section 3 Business Concerns**

OCD, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards contracts to Section 3 Business Concerns. Contractors and subcontractors are expected to extend, to the greatest extent feasible, efforts to achieve the benchmarks established by HUD.

State procurement procedures require the selection of the lowest responsible bidder when under a competitive sealed bid process. However, OCD or its subrecipients may give preference to Section 3 businesses as a means of evaluation criteria for professional services contracts where proposals are solicited.

Contracts must document that qualified Section 3 Business Concerns that have been sought to fulfill subcontracts utilizing certification for business concerns seeking Section 3 preference in contracting and demonstration of capability (See Appendix B for sample efforts to award contracts to Section 3 Businesses). Contractors must consult HUD's Opportunity Portal to identify potential Section 3 Businesses in the project area and must submit evidence of such consultation with any bid documents.

Section 3 businesses must be given priority in contracting for work, to the greatest extent feasible. Recipients should use the following order of priority:

1. Section 3 businesses that provide economic opportunities for section 3 workers residing within the service area or neighborhood in which the section 3 project is located; and
2. Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs;
3. Other section 3 business concerns.

### **Efforts to Award Contract Opportunities to Section 3 Business Concerns**

The OCD or its subrecipients will use to the following methods to notify and contract with Section 3 Business Concerns when contracting opportunities exist.

- Advertise contracting opportunities via newspaper, mailings, posting notices that provide general information about the work to be contracted and where to obtain additional information.
- Utilize HUD Opportunity Portal and state Disadvantaged Business Registry(ies) to identify Section 3 Businesses in the project's service area and providing written notice of the contracting opportunity or sending invitations to bid directly to those businesses
- Provide written notice of contracting opportunities to all known Section 3 Businesses. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to the bid invitation.
- Coordinate pre-bid meetings at which the Section 3 Business Concerns would be informed of upcoming contracting opportunities in advance.
- Conduct workshops or provide technical assistance on OCD contracting procedures to include bonding, insurance, and other pertinent requirements, in a timely manner to allow Section 3 Business Concerns the opportunity to take advantage of any upcoming contracting opportunities.



- Advise section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- Establish relationships with the OC Office of Employment and Training, OC Office of Economic Development, Chambers of Commerce, Small Business Administration (SBA), Minority and Women's Business Enterprise MBE/WBE Associations, and other sources as necessary to assist the OCD with educating and mentoring residents with a desire to start their own businesses.
- Seek out other referral sources to ensure job readiness for public housing residents through on-the-job-training (OJT) and mentoring to obtain necessary skills that will transfer into the external labor market.
- Develop resources or seek out training to assist residents interested in starting their own businesses to learn to prepare contracts, prepare taxes, obtain licenses, bonding, and insurance.

### Section 3 Worker Recruitment, Training, and Employment

The OCD will develop resources to assist subrecipients and/or their contractors provide training and employment opportunities to Section 3 program participants by implementing the following:

- Employment and Training opportunities will be advertised by distributing flyers via mass mailings and posting in common areas of the Section 3 covered community, public housing developments and public housing management offices within the project's service area, as well as contacting resident councils, resident management corporations, and neighborhood community organizations.
- A database will be developed to maintain a list of all Section 3 Workers certified by the County or that have participated on prior contracts.
- A database will be developed of eligible qualified Section 3 Businesses to contact with respect to the availability of contract opportunities.
- Relationships will be developed with the OC Office of Employment and Training which works with local area employers to solicit job vacancies to determine skills needed in their workforce to provide training to residents to develop skills that will transfer into the external labor market.

### Contractor's Requirements in Employing Section 3 Participants

Under Section 3, contractors and subcontractors are required to provide economic opportunities, particularly employment opportunities, to Section 3 Workers. Contractors will be required to demonstrate efforts made to reach out to Section 3 Workers and Targeted Section 3 Workers for employment and training opportunities. Contractors will also be required to report to the OCD any of their current employees that are Section 3 Workers as defined herein. After the award of contracts, the contractor must, prior to beginning work, inform the OCD of the following:

- Names of the Section 3 Business Concerns to be utilized,
- Estimates of the number of labor hours to be utilized for the contract,
- Minimum number of labor hours to be worked by Section 3 Workers,
- Efforts that were utilized to seek Section 3 Workers.

Contractors must notify the OCD of their interests regarding employment of and proposed labor hours for Section 3 Workers. The OCD will ensure that the participant is Section 3 eligible.

### Section 3 Opportunity Portal



The Section 3 Opportunity Portal is an online registry that connects residents to training and employment opportunities and businesses to contracting opportunities. Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 business will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 businesses.

Section 3 Workers are encouraged to use the Opportunity Portal to identify businesses that may have HUD- funded employment opportunities available. Section 3 businesses are encouraged to post their training, employment and contracting opportunities to the Opportunity Portal.

HUD recipients should utilize HUD's Section 3 Opportunity Portal to find Section 3 businesses that may be able to participate in the HUD project. The Opportunity Portal can be accessed through HUD's website here:

<https://hudapps.hud.gov/OpportunityPortal/>

It is important to note that Section 3 businesses and Section 3 workers are not entitled to receive contracts or employment opportunities simply by being listed in HUD's Section 3 Business Registry database or Opportunity Portal.

### Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, the OCD encourages submittal of such complaints to its Section 3 Compliance Officer as follows:

- Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR 75.
- Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- An investigation will be conducted if complaint is found to be valid. The Section 3 Compliance Officer will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- The Section 3 Compliance Officer will provide written documentation detailing the findings of the investigation. The findings will be made available no later than thirty (30) days after the filing of complaint.
- The Section 3 Compliance Officer shall record complaints and work to resolve issues promptly. Depending on the situation, corrective action may be taken in a collaborative fashion.
- OCD staff will not retaliate or take other adverse action because an individual has filed a complaint.

Complaints can be directed to the Section 3 Compliance Officer, Nicole Andersen, Director of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY 10924, Phone: (845) 615-3820, Email: [commdev@orangecountygov.com](mailto:commdev@orangecountygov.com).

If complainants wish to have their concerns considered outside of the OCD, a complaint may be filed with the New York Regional Office of FHEO:

U.S. Department of Housing and Urban Development  
New York City Field Office



Jacob J. Javits Federal Building  
26 Federal Plaza, Room 3532  
New York, New York 10278-0068  
[ComplaintsOffice02@hud.gov](mailto:ComplaintsOffice02@hud.gov)

The complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based.



## Request for Bids (RFB) or Request for Proposals (RFP)

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### Advertisement – RFB Only

All RFB's will include the following information:

"The bidders/offerors must submit documentary evidence of Section 3 businesses who have been contacted and to whom commitments have been made. Similarly, bidders/offerors must submit a certification of intent to comply with Section 3 requirements in employment, training and contracting. Documentation of such solicitations and commitments shall be submitted concurrently with the bid."

### Notification of Section 3 – RFB and RFP

The procedure for OCD to notify Section 3 Businesses of contract opportunities will be as follows:

1. Include in the RFP and RFP Advertisement the following information: "The bidders/offerors must submit documentary evidence of Section 3 businesses who have been contacted and to whom commitments have been made. Similarly, bidders/offerors must submit a certification of intent to comply with Section 3 requirements in employment, training and contracting. Documentation of such solicitations and commitments shall be submitted concurrently with the bid."
2. Notice of Request for Bid or Request for Proposals – The OCD is responsible for identifying qualified Section 3 businesses by consulting the HUD Opportunity Portal and will provide a copy of the Notice of Invitation for Bids or Requests for Proposals to all Section 3 Businesses identified within the project's service area.
3. Other Notices – Notices are to be sent to the following organizations as appropriate:
  - Local Minority Churches and Organizations
  - Appropriate Minority/Women Contractor Associations
  - Appropriate Minority/Women Trade Organizations
  - Other media organizations such as community television networks, local newsletters, and radio advertising.
4. Plans and Specifications – Plans and Specifications or Invitations for Bids on all projects will be made available to minority/women contractor associations and trade organizations within the project's service area.
5. List of Planholders – The names of bidders/offerors requesting bid documents will be made available upon request to Section 3 Businesses shown on the provided listing.
6. List of Section 3 Businesses– Each bidder/offeror obtaining plans and specifications or requests for proposals for projects will be provided a list of Section 3 Businesses to be used in soliciting subcontract bids and for materials and services.



## Construction Contracts (RFB)

The following will be placed in all bid documents:

### Section 3 Clause:

If the HUD assistance provided under this agreement, contract, subcontract, memorandum of understanding, cooperative agreement or similar legally binding agreement (Agreement) exceeds \$200,000.00, then this Agreement and the work to be performed under it is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (Section 3 regulations set forth in 24 C.F.R. §75), as amended.

Section 3 and all applicable rules and orders issued thereunder prior to the execution of this agreement, shall be a condition of the HUD assistance provided under this agreement and binding upon Municipality/Subrecipient/Contractor/Subcontractor/Developer as applicable which shall require such a binding commitment from its Subrecipients, Contractors, subcontractors and Subrecipient subcontractors, if any. Failure to fulfill these requirements shall subject Municipality/Subrecipient/Contractor/Subcontractor/Developer and its Subrecipients and subcontractors, if any, to all New York State or federal remedies available at law or in equity to County or HUD, including but not limited to termination of this agreement. Municipality/Subrecipient/Contractor/Subcontractor/Developer certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance from HUD or HUD-funded projects covered by Section 3, shall be directed to low- and very low-income residents of the neighborhood where the financial assistance is spent, particularly to persons who are recipients of HUD assistance for housing, and to businesses that are either low- or very low-income residents of the neighborhoods where the financial assistance is spent, or substantially employ these persons.

The parties to this agreement agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to agree to notify potential contractors and subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 CFR part 75, and to ensure that any subcontractors also include this Section 3 clause in their subcontracts for work performed on the project.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. 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 CFR part 75.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to maintain hiring and contracting practices to the greatest extent feasible so that 25 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR part 75. As part of these practices, [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable. If the [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] is not able to meet this benchmark goal, it must provide a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

If applicable, the [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to notify each labor organization or representative of workers with which the [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 Workers and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer(choose applicable)] agrees to attempt to recruit from within the service area of the project to fill employment opportunities generated by Section 3 covered assistance through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order: Section 3 Residents



residing within one mile of the Section 3 covered project location (Targeted Section 3 Workers); Participants in YouthBuild Programs, and Other Section 3 Residents

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to maintain records documenting Section 3 residents whom were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to post contract and job opportunities to the Opportunity Portal (<https://hudapps.hud.gov/OpportunityPortal/>) and will check the Portal for businesses located in the project area.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] 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 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by United States Department of Housing and Urban Development (HUD).

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] is responsible for providing Section 3 performance metrics and supporting documentation for all its subrecipients, contractors, and subcontractors, as applicable.

Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, penalties, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**Definitions:**

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is one that satisfies one of the following requirements:

- 1) It is at least 51 percent owned and controlled by low- or very low-income persons;
- 2) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers\*; or
- 3) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:



- 1) The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
- 2) The worker is employed by a Section 3 business concern; or
- 3) The worker is a YouthBuild participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

### **Section 3 Intent to Comply**

The Section 3 Intent to Comply is included at Appendix B and must be included in all bid documents, signed and returned by each contractor and subcontractor submitting a proposal. Failure to return the Intent to Comply may result in the bidder being deemed nonresponsive.

The OCD may obtain documents and information from any bidder, contractor, subcontractor, supplier, or manufacturer that may be required in order to ascertain bidder or contractor responsibility. Failure to provide requested information may result in the contractor being declared not responsible.

### **Professional/Personal Services – Requests for Proposals (RFP)**

For contracts and subcontracts awarded under the Request for Proposals method, the OCD will identify all evaluation factors (and their relative importance) to be used to rate proposals in their RFP.

One of the evaluation factors shall address both the preference for Section 3 Businesses and the acceptability of the strategy for meeting the greatest extent feasible requirement (Section 3 strategy), as disclosed in proposals submitted by all business concerns (Section 3 and non-Section 3 businesses). The component of this evaluation factor designed to address the preference for Section 3 Businesses must establish a preference for these business concerns.

With respect to the second component (the acceptability of the Section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with section 3 training and employment preference, or contracting preference, or both if applicable. A determination of the contractor's responsibility will include the submission of an acceptable Section 3 strategy, including efforts to employ and train Section 3 Workers, as well as efforts to award subcontracts to Section 3 Businesses, as applicable. The contract award shall be made to the responsible firm (either Section 3 or non-Section 3 business concern) whose proposal is determined most advantageous, considering price and all other fac



## Section 3 Recordkeeping

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Records must be maintained by the OCD Section 3 Compliance Officer and the Section 3 Coordinator of each entity to demonstrate compliance with the requirements noted in 24 CFR 75.31. HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

In accordance with the rule, the OCD will maintain records related to Section 3 Worker eligibility. For a worker to qualify as a Section 3 worker, one of the following must be maintained

- i. A worker's self-certification that their income is below the income limit from the prior calendar year;
- ii. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- iii. Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- iv. An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- v. An employer's certification that the worker is employed by a Section 3 business concern.

For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

- i. An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
- ii. An employer's certification that the worker is employed by a Section 3 business concern; or
- iii. A worker's self-certification that the worker is a YouthBuild participant.

Contractors and OCD are required to maintain this documentation for a period of five years after the closeout of the recipient's grant agreement with HUD.

The OCD shall also maintain grievances and resolutions.



## Section 3 Reporting Requirements

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OCD will be required to enter the information, including labor hours worked, labor hours worked by Section 3 Workers and Targeted Section 3 Workers in IDIS on a per-activity basis. To report Section 3 data, OCD subrecipients must analyze the number of labor hours worked on a Section 3 project, how many labor hours were worked by Section 3 Workers, and how many labor hours worked were by Targeted Section 3 Workers. Even if no labor hours worked were by Section 3 or Targeted Section 3 workers, this information must be reported to OCD or its subrecipients. Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to 24 CFR Part 75.31.

For all Section 3 projects employing Section 3 workers or Targeted Section 3 workers, the recipient/contractor must maintain **one of the following** (in order of priority) to demonstrate Section 3 status of the worker:

1. Section 3 Worker Self-certification form (Appendix D) If the worker's household income is less than 80% of area median income, they are considered a Section 3 worker. Income limits by County are available upon request by contacting the Section 3 Compliance Officer.
2. Certification from an employer that the worker's income from the employer is within the income limits if annualized.
3. Certification from an employer that the worker is employed by a Section 3 business concern. This can be demonstrated by a contractor's submission of the Section 3 Business Certification (Appendix E).
4. Certification from a PHA or YouthBuild Program that the worker is a participant in one of its programs.

To report Section 3 data, recipients and contractors must record labor hours worked and hours worked by Section 3 and Targeted Section 3 workers. Even if no Section 3 Workers were utilized, this report must be completed and submitted to OCD at the completion of each project.

In addition, recipients and contractors will be required to report an aggregate of all labor hours worked and Section 3 hours worked annually to OCD. This report will be submitted to the Section 3 Compliance Officer and will be due by December 31st of each year.

Recipients of HUD funding will also need to report Section 3 accomplishments and/or provide a detailed explanation of why Section 3 goals were not met and indicate efforts made to identify and engage Section 3 Workers and Businesses. This data may be collected using the Contactor's Report found in the appendix to this Chapter and aggregated annually for submission to OCD. Such efforts include but are not limited to:

1. Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
2. Provided training or apprenticeship opportunities.
3. Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).



4. Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
5. Held one or more job fairs.
6. Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
7. Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
8. Assisted Section 3 workers to obtain financial literacy training and/or coaching.
9. Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
10. Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
11. Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
12. Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
13. Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
14. Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

[Appendix A Section 3 Requirement Summary](#)

[Appendix B Section 3 Intent to Comply – Affirmative Action Plan](#)

[Appendix C Section 3 Clause](#)

[Appendix D Section 3 Worker Certification Form](#)

[Appendix E Section 3 Business Concern Certification Form](#)

[Appendix F Section 3 SAMPLE Employment Notice](#)

[Appendix G Section 3 Review of Requirements Sign-Off Sheet](#)



## Orange County Office of Community Development Section 3 Requirement Summary

Section 3 contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible and consistent with existing Federal, state, and local laws and regulations, directed toward low- and very low-income persons. Section 3 applies to training or employment arising in connection with housing rehabilitation, housing construction, or other public construction projects that are awarded more than \$200,000 of CDBG or HOME funding.

**Per 24 CFR 75.3(a)(iii), Section 3 requirements apply to the entire project, not just the HUD-funded portion.** All recipients of HUD funding, their contractors, and subcontractors need to comply with Section 3 requirements. If the recipient's reporting indicates that the recipient has not met the Section 3 benchmarks, the recipient must report on their qualitative efforts to outreach and assist Section 3 workers and business concerns and those its contractors and subcontractors pursued.

In accordance with 24 CFR 75.25(a), recipients of HUD funding must report the following labor hours for Section 3 projects:

1. The total number of labor hours worked by all workers (including total hours worked by all contractors and subcontractors on entire project not just the HUD funded portion)
2. The total number of labor hours worked by Section 3 workers (including total hours worked by all Section 3 workers on entire project not just the HUD funded portion) and
3. The total number of labor hours worked by Targeted Section 3 workers (including total hours worked by all Targeted Section 3 workers on entire project not just the HUD funded portion).

**The following two benchmarks apply to each Section 3 project:**

**Benchmark 1:** Twenty-five percent (25%) or more of the total number of labor hours worked by all workers on a Section 3 project must be done by Section 3 workers (this includes all non-HUD funded labor hours)

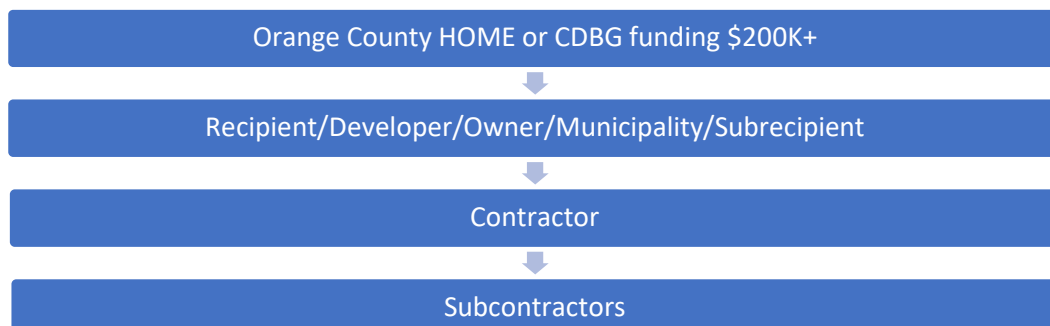
**Section 3 Labor Hours/Total Labor Hours = 25% and**

**Benchmark 2:** Five percent (5%) or more of the total number of labor hours worked by all workers on a Section 3 project must be done by Targeted Section 3 workers

**Targeted Section 3 Labor Hours/Total Labor Hours = 5%**

**Section 3 Reporting Form & Greatest Extent Feasible Efforts Checklist applies to all Section 3 projects and must be filled out by all entities including the Municipality, Contractor, Subcontractors, Developers, Owners and Subrecipients.**

**Municipalities, Subrecipients, Developers/Owners, Contractors, and Subcontractors are all obligated Section 3 Participants. Each participant must designate a Section 3 Coordinator for the project. Section 3 Duties and Reporting Flowchart:**





## **Section 3 Intent to Comply/Reporting Form**

Recipients of HUD funding from the Orange County Office of Community Development (OCD) must ensure that each entity working on a Section 3 Project (including Municipality, Subrecipient, Developer, Owner, Contractor, and Subcontractors) complete, sign, and submit SECTION A with their bid and complete and sign SECTION B at project completion. Section 3 information and training is available here: <https://www.hudexchange.info/trainings/section-3/>

To comply with Section 3 of the Housing and Urban Development (HUD) Act of 1968, construction projects awarded more than \$200,000 of HUD funding must, to the greatest extent feasible, and consistent with federal, state and local laws and regulations, provide hiring and training priorities to low-income persons (household is below 80% AMI).

### **The Section 3 Hiring Benchmark Goals are:**

- 25% of total labor hours for all work on the Project (including by employees of contractors and subcontractors) to be performed by "Section 3 Workers," including:
- 5% of total labor hours worked by "Targeted Section 3 Workers."

**\*\*\*SECTION 3 REQUIREMENTS APPLY TO THE ENTIRE PROJECT, NOT JUST THE HUD-FUNDED PORTION\*\*\***

### **Definition of Section 3 Worker:**

An individual who works on the Section 3 Project and who currently meets, or when hired within the past 5 years meet, at least one of the following criteria, as documented:

- Their income for the previous or annualized calendar year is categorized as low-income (80% AMI or less per the HUD dataset: <https://www.huduser.gov/portal/datasets/il.html>); or

NOTE: Residents/recipients of the following benefits are likely to meet the low-income criteria: Medicaid, Public Assistance/TANF, SNAP/Food Stamps, Section 8-assisted housing, Public Housing.

- They are employed by a Section 3 Business (these are also Targeted Section 3 Workers); or
- They are a YouthBuild participant (these are also Targeted Section 3 Workers).

### **Definition of Targeted Section 3 Worker:**

A Section 3 Worker (as described above) who:

- Is employed by a Section 3 Business; or
- Currently fits or when hired within the last 5 years fit at least one of the following categories:
  - Lives within 1 mile of the Project or in areas where there are fewer than 5,000 people within 1 mile, an expanded circle around that Project that encompasses at least 5,000 people; or
  - A YouthBuild participant.

### **Definition of Section 3 Business:**

A business that meets at least one of the following criteria, documented within the last 6-month period:

- At least 51% owned and controlled by low-income persons (household income below 80% AMI); or
- Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers; or
- At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

**Total Labor Hours:** The number of paid hours worked by persons on a Section 3 Project, including any of the contractors and subcontractors. Total Labor Hours do not include Professional Services labor hours, which are non-construction services that require an advanced degree of progression licensing including, for example, legal services, financial consulting, accounting services, environmental assessments, architectural and engineering services. *However, Professional Services labor hours can count toward the number of labor hours performed by Section 3/Targeted Section 3 Workers, thereby increasing the percentage of Section/Targeted Section 3 Workers accomplished by the Project.*

*An OCD-provided Section 3 Worker Certification Form and Section 3 Business Certification Form should be used by all Entities for Section 3 hiring and contracting completed on this Project to assist in determining which individuals are Section 3 Workers and businesses are Section 3 Businesses.*



## **SECTION A – Section 3 Intent to Comply/Affirmative Action Plan**

**Project Name:**

**Project Address:**

**Entity Filling Out this Form:**

**Name of Contact & Title of Person:**

**Address:**

**Phone Number:**

**Email Address:**

**This entity is the (check all that apply) of the Project:**

☐ **Developer**    ☐ **Municipality**    ☐ **Subrecipient**    ☐ **General Contractor**    ☐ **Subcontractor**

☐ **Professional Services Provider** (e.g. civil engineer, architect, financial consultant, accountant, lawyer, environmental assessment or other services that require advanced degree or professional license).

**Type of Work this entity will perform on the project:**

**Section 3 Coordinator for Entity:**

**Name of Contact & Title:**

**Address:**

**Phone Number:**

**Email Address:**

**Is this Entity a Section 3 Business?** \_\_\_\_\_ If YES, provide a Section 3 Business Certification Form

**Is this entity hiring any Section 3 workers who will be employed by this entity and be working on this project?**  
\_\_\_\_\_ If YES, provide Section 3 Worker Certification Form

**Does this entity currently employ any Section 3 workers who will be employed by this entity and be working on this project?** \_\_\_\_\_ If YES, provide Section 3 Worker Certification Form

**Date this Entity Will Start Work on the Project:**

**Approximate Date this Entity will complete work on this project:**

**This entity estimates the following labor hours on this project will be worked by any new or existing employees of the entity (includes any hours not paid by HUD funds):**

Total Paid labor hours: <i>(Note: Does not include Professional Services Labor Hours)</i>	_____ # Hours	100% of Hours
Total Paid Section 3 Worker hours: <i>(Goal is of 25% of Total Labor Hours and includes any Targeted Section 3 Hours. It may also include Professional Services Labor Hours that are Section 3 Worker Hours)</i>	_____ # Hours	Percent of Total Hours:
Total Paid Targeted Section 3 Worker hours: <i>(Goal is 5% of Total Labor Hours)</i>	_____ # Hours	Percent of Total Hours:



This entity agrees to implement the following specific affirmative action steps directed at increasing the use of Section 3 Workers and Section 3 Business Concerns within the County of Orange.

- A. To ascertain from OCD the exact boundaries of the Section 3 Project Area and where advantageous, seek the assistance of OCD in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the project's service area, the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order:
  - 1. Section 3 Residents residing in the service area or neighborhood in which the Section 3 project is located;
  - 2. Participants in YouthBuild Programs, and
  - 3. Other Section 3 Residents
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D. To work with the Section 3 Compliance Officer to insert the Section 3 Requirements when Section 3 compliance is triggered, and to require all bidders to submit a Section 3 Certification of Intent to Comply.
- E. To notify Section 3 Workers and Section 3 Business Concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
  - a. Business concerns that provided economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 project is located;
  - b. Applicants selected to carry out YouthBuild projects;
  - c. Other Section 3 business concerns
- H. To notify potential contractors about Section 3 requirements of this part and incorporating the Section 3 clause in all solicitations and contracts.
- I. To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HUD.
- J. To provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses and to post contract and job opportunities to the Opportunity Portal, and to check the Business Registry for businesses located in the project area.
- K. To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
- L. To submit reports to the Section 3 Compliance Officer and/or HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
- M. To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
- N. To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.



### **Section 3 Clause:**

**The following clause will be included in every contract related to this project even if it is not being paid for using HUD funds:**

If the HUD assistance provided under this agreement, contract, subcontract, memorandum of understanding, cooperative agreement or similar legally binding agreement (Agreement) exceeds \$200,000.00, then this Agreement and the work to be performed under it is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (Section 3 regulations set forth in 24 C.F.R. §75), as amended.

Section 3 and all applicable rules and orders issued thereunder prior to the execution of this agreement, shall be a condition of the HUD assistance provided under this agreement and binding upon Municipality/Subrecipient/Contractor/Subcontractor/Developer as applicable which shall require such a binding commitment from its Subrecipients, Contractors, subcontractors and Subrecipient subcontractors, if any. Failure to fulfill these requirements shall subject Municipality/Subrecipient/Contractor/Subcontractor/Developer and its Subrecipients and subcontractors, if any, to all New York State or federal remedies available at law or in equity to County or HUD, including but not limited to termination of this agreement. Municipality/Subrecipient/Contractor/Subcontractor/Developer certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance from HUD or HUD-funded projects covered by Section 3, shall be directed to low- and very low-income residents of the neighborhood where the financial assistance is spent, particularly to persons who are recipients of HUD assistance for housing, and to businesses that are either low- or very low-income residents of the neighborhoods where the financial assistance is spent, or substantially employ these persons.

The parties to this agreement agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to agree to notify potential contractors and subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 CFR part 75, and to ensure that any subcontractors also include this Section 3 clause in their subcontracts for work performed on the project.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. 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 CFR part 75.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to maintain hiring and contracting practices to the greatest extent feasible so that 25 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR part 75. As part of these practices, [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable. If the [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] is not able to meet this benchmark goal, it must provide a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.



The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

If applicable, the [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to notify each labor organization or representative of workers with which the [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 Workers and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer(choose applicable)] agrees to attempt to recruit from within the service area of the project to fill employment opportunities generated by Section 3 covered assistance through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order: Section 3 Residents residing within one mile of the Section 3 covered project location (Targeted Section 3 Workers); Participants in YouthBuild Programs, and Other Section 3 Residents

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to maintain records documenting Section 3 residents whom were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to post contract and job opportunities to the Opportunity Portal (<https://hudapps.hud.gov/OpportunityPortal/>) and will check the Portal for businesses located in the project area.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] 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 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.



The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by United States Department of Housing and Urban Development (HUD).

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] is responsible for providing Section 3 performance metrics and supporting documentation for all its subrecipients, contractors, and subcontractors, as applicable.

Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, penalties, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

### **Section 3 Intent to Comply/Affirmative Action Plan Certification**

As an officer and representative of \_\_\_\_\_[Entity]On behalf of the Entity, I have read and fully agree to the Section 3 Intent to Comply and Affirmative Action Plan and become a party to the full implementation of this program.

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Name and Title of the Authorized Representative (print or type)

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Signature of Authorized Representative

---

Date



## **SECTION B - Section 3 Reporting Form**

*The following items are required to be completed by all entities that worked on a Section 3 Projects including each: Recipient of HUD funding, Municipality, Subrecipient, Contractor, Subcontractor, Owner, and Developer. Completion of these efforts are minimum mandatory efforts and do not, by themselves, meet the "Greatest Extent Feasible Efforts" for the Section 3 standard.*

**This entity has met each requirement checked below and has included a narrative in the additional space for anything not completed. Documentation verifying these efforts must be submitted to OCD.**

\_\_\_ Assigned a Section 3 Coordinator responsible for reporting and documenting the total labor hours, Section 3 labor hours, and greatest extent feasible efforts undertaken by all entities.

\_\_\_ Hiring and contracting included prioritization for section 3 workers and Section 3 Businesses, consistent with other state and federal laws.

\_\_\_ The Section 3 Contract Clause was used in all contracts for construction work on the project.

\_\_\_ Completed and collected verification documentation of Section 3 Worker status using the Section 3 Worker Certification Form.

\_\_\_ Solicitations/requests for contractors and subcontractors included this language: "This is a HUD Section 3 Project with contracting priorities for low-income persons"

\_\_\_ Targeted outreach to Section 3 workers or businesses to recruit for any open employment, training, or contracting opportunities.

\_\_\_ Job vacancies and/or subcontracting opportunities were posted on signs at the job site.

\_\_\_ Job descriptions and job postings for work to be done on the project by entity includes this language: "This is a HUD Section 3 Project with priorities for low-income persons."

\_\_\_ Searched HUD's Section 3 Business Registry at <https://hudapps.hud.gov/OpportunityPortal/searchBusiness.action> to locate Section 3 Businesses in regions throughout New York State. Provide description, dates, and documentation of effort.

\_\_\_ Created an account on HUD's Section 3 Opportunity Portal at: <https://hudapps.hud.gov/OpportunityPortal/> and posted contracting opportunities. List contracts posted, dates and submit screen shots.

\_\_\_ Contacted the Newburgh YouthBuild <https://rupco.org/newburgh-youthbuild/> with job availabilities for the project.

\_\_\_ Contacted local Public Housing Authorities and/or Section 8 programs located in the project area to post work opportunities on community bulletin boards and newsletters. <https://www.portjervisny.org/citybusiness/housing-authority/>, <https://newburghhousingauthority.org/>, <http://middletownhousing.org/>

\_\_\_ Project had a sign visible from the street that identifies the name of the project, provides the contractor and/or Section 3 Coordinators contact information and states: "This is a HUD Section 3 Project with hiring and contracting priorities for low-income persons and businesses that hire or are owned by them."

\_\_\_ Staff in charge of hiring and contracting for the project reviewed the Section 3 requirements <https://www.hudexchange.info/programs/section-3/> and attended a Section 3 training prior to start of construction. HUD Section 3 training module available here: <https://www.hudexchange.info/trainings/section-3/>.

\_\_\_ Entity will retain records related to Section 3 performance and greatest extent feasible efforts, including Section 3 worker Certification forms and documentation and Section 3 Business Concern Certification Forms and documentation for 5 years after completion of the project.



**Report on Labor Hours - To be filled out after entity has completed work on the project**

Employees of this entity have completed the following paid labor hours on this project (including any hours not paid by HUD funds):

Total Paid labor hours: <i>(Note: Does not include Professional Services Labor Hours)</i>	_____ # Hours	100% of Hours
Total Paid Section 3 Worker hours: <i>(Goal is of 25% of Total Labor Hours and includes any Targeted Section 3 Hours. It may also include Professional Services Labor Hours that are Section 3 Worker Hours)</i>	_____ # Hours	Percent of Total Hours:
Total Paid Targeted Section 3 Worker hours: <i>(Goal is 5% of Total Labor Hours)</i>	_____ # Hours	Percent of Total Hours:

If an activity does not meet the Section 3 benchmarks, but the recipient can provide evidence that it has made qualitative efforts to the greatest extent feasible to provide low- and very low-income persons with employment and training opportunities, then HUD will consider the recipient compliant with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

**Qualitative Greatest Extent Feasible Efforts to demonstrate Section 3 Compliance (To be completed AFTER the entity has completed work on the project)**

**CHECK the efforts the ENTITY has made (check at least 2 and include details, dates, and back-up documentation regarding each effort):**

\_\_\_ Outreach efforts to identify and secure bids from Section 3 business concerns. Examples include:

\_\_\_ Advertised contracting opportunities specifying a Section 3 preference via trade association papers & websites, social media, newspaper, mailings, and/or posting notices that provide general information about the work to be contracted and where to obtain additional information. Describe, list dates and provide documentation.

\_\_\_ Establish(ed) relationships with the United States Small Business Administration (SBA), Community Development Corporations, and other sources as necessary to assist with educating and mentoring residents with a desire to start their own businesses (include documentation). Describe, list dates and provide documentation.

\_\_\_ Contacted local trade associations, unions, public housing authorities or Chambers of Commerce near project in an effort to identify Section 3 Businesses, and had these organizations inform their residents/members of contracting opportunities. Describe, list dates and provide documentation.

\_\_\_ Technical assistance to help Section 3 business concerns understand and bid on contracts.

\_\_\_ Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

\_\_\_ Provided bonding assistance, guaranties, training and technical assistance on contracting procedures or other efforts to support viable bids from Section 3 Businesses.

\_\_\_ Promoted use of and/or utilized business registries designed to create opportunities for disadvantaged and small businesses. These efforts can include, but are not limited to, the following:



\_\_\_ Developed resources or sought out training to assist low-income/Section 3 Workers such as public/Section 8 housing residents interested in starting their own businesses to learn to prepare contracts, prepare taxes, and obtain licenses, bonding, and insurance. Describe, list dates and provide documentation.

\_\_\_ Engaged in outreach efforts to generate job applicants who are Potential Section 3 Workers and Targeted Section 3 Workers.

\_\_\_ Advertised job and training opportunities in local media and job boards specifying Section 3 prioritization for low-income individuals.

\_\_\_ Advertise(d) job and training opportunities on social media specifying Section 3 applicability and tagging local organizations, agencies, and elected officials near the project.

\_\_\_ Contact(ed) various local community organization and public or private agencies that serve low-income individuals regarding job training opportunities (e.g., community centers, faith-based organizations, workforce development agencies, probations/parole agencies, job placement agencies, organization that serve adult special needs populations, homeless shelters, etc.) and provide them with job postings.

\_\_\_ Entered into "first source" or other referral arrangements with agencies and organization that serve and/or train low-income

\_\_\_ Distributed flyers on job and training opportunities to residents of affordable/public/subsidized housing developments in or near the project and/or posted in lobbies, doorways, and common areas.

\_\_\_ Received applications and/or conducted interviews in housing developments in or near the project.

\_\_\_ Provide(d) direct, on-the job or apprenticeship opportunities to low-income individuals/workers (including apprenticeships).

\_\_\_ Provide(d) indirect or technical training such as arranging for, contracting for, or paying tuition for, off-site training for low-income individuals.

\_\_\_ Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

\_\_\_ Provided or connected potential Section 3 workers with assistance in seeking employment, including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.

\_\_\_ Held or attended as an employer one or more job fairs.

\_\_\_ Provided or connected potential Section 3 workers with supportive services that can provide direct services or referrals.

\_\_\_ Provided or connected potential Section 3 workers to supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.

\_\_\_ Assisted potential Section 3 workers with finding/paying for childcare.

\_\_\_ Assisted potential Section 3 workers to apply for/or attend community college or a four-year educational institution.

\_\_\_ Assisted potential Section 3 workers to apply for or attend vocational/technical training.

\_\_\_ Assisted potential Section 3 workers to obtain financial literacy training and/or coaching.

\_\_\_ Provided or connected potential Section 3 workers with training on computer use or online technologies.

Other (specify); may include, but not limited to:



**Section 3 Compliance Certification:**

As an officer and representative of \_\_\_\_\_ [Entity], on behalf of the Entity, I certify that the statements and information contained on this form are accurate and the entity has complied with Section 3 Regulations at 24 CFR Part 75. I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that entities who misrepresent and/or report false information to the County of Orange may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the information contained in this form is correct to the best of my knowledge.

---

Name and Title of the Authorized Representative (print or type)

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Signature of Authorized Representative

---

Date



**Section 3 language for procurement documents (bid documents, RFPs, RFBs, etc.) and contracts for construction projects that have been awarded more than \$200,000 of HUD funding**

***(This language is to be included in all procurement documents/solicitations and all contracts for work that is being performed on Section 3 projects)***

If the HUD assistance provided under this agreement, contract, subcontract, memorandum of understanding, cooperative agreement or similar legally binding agreement (Agreement) exceeds \$200,000.00, then this Agreement and the work to be performed under it is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (Section 3 regulations set forth in 24 C.F.R. §75), as amended.

Section 3 and all applicable rules and orders issued thereunder prior to the execution of this agreement, shall be a condition of the HUD assistance provided under this agreement and binding upon Municipality/Subrecipient/Contractor/Subcontractor/Developer as applicable which shall require such a binding commitment from its Subrecipients, Contractors, subcontractors and Subrecipient subcontractors, if any. Failure to fulfill these requirements shall subject Municipality/Subrecipient/Contractor/Subcontractor/Developer and its Subrecipients and subcontractors, if any, to all New York State or federal remedies available at law or in equity to County or HUD, including but not limited to termination of this agreement. Municipality/Subrecipient/Contractor/Subcontractor/Developer certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance from HUD or HUD-funded projects covered by Section 3, shall be directed to low- and very low-income residents of the neighborhood where the financial assistance is spent, particularly to persons who are recipients of HUD assistance for housing, and to businesses that are either low- or very low-income residents of the neighborhoods where the financial assistance is spent, or substantially employ these persons.

The parties to this agreement agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to agree to notify potential contractors and subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 CFR part 75, and to ensure that any subcontractors also include this Section 3 clause in their subcontracts for work performed on the project.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. 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 CFR part 75.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to maintain hiring and contracting practices to the greatest extent feasible so that 25 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR part 75. As part of these practices, [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable. If the [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] is not able to meet this benchmark goal, it must provide a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

If applicable, the [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to notify each labor organization or representative of workers with which the [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 Workers and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer(choose applicable)] agrees to attempt to recruit from within the service area of the project to fill employment opportunities generated by Section 3 covered assistance through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order: Section



3 Residents residing within one mile of the Section 3 covered project location (Targeted Section 3 Workers); Participants in YouthBuild Programs, and Other Section 3 Residents

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to maintain records documenting Section 3 residents whom were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to post contract and job opportunities to the Opportunity Portal (<https://hudapps.hud.gov/OpportunityPortal/>) and will check the Portal for businesses located in the project area.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] 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 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by United States Department of Housing and Urban Development (HUD).

The [Municipality/Subrecipient/Contractor/Subcontractor/Developer (choose applicable)] is responsible for providing Section 3 performance metrics and supporting documentation for all its subrecipients, contractors, and subcontractors, as applicable.

Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, penalties, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.



**Section 3 Worker Certification**

Construction projects that are awarded more than \$200,000 of HUD funding must give, to the greatest extent feasible, hiring and training prioritization to low-income individuals. Employees and Employers should complete this sheet to determine if Employee is a Section 3 Worker or Targeted Section 3 Worker. **Responses are voluntary for employees. Nothing on this form shall be used to determine employee pay or promotions. Section 3 requirements apply to the entire project, not just the HUD-funded portion.**

<b>Employee Name:</b>	<b>Home Address:</b>

**SECTION 1: Section 3 Worker Certification (Employee Completes this Section)****A. I am a Section 3 Worker if one of these applies (check all that apply):**

- ☐ **YES** I am a resident of public housing or a Housing Choice Voucher Holder (Section 8)
- ☐ **YES** I am a YouthBuild participant
- ☐ **YES** My annual household income is below 80% of the Area Median Income (AMI) (see chart and requirements on page 2).
- ☐ **YES** My annual household income was below 80% AMI at the time of my initial employment with my current employer on (date) \_\_\_\_\_ (must be within the last 5 years, but no earlier than 11/1/2020)

**I certify that the above statements are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject me to penalties under Section 1010 of Title 18 of US Code.**

Employee Signature: X \_\_\_\_\_ Date \_\_\_\_\_

**Section 2: EMPLOYER CERTIFICATION & DETERMINATION OF SECTION 3 WORKER STATUS:****A. Employee is a Section 3 Worker if ONE of these apply: (check all that apply):**

- ☐ **YES** Employee checked one of the items above and signed the self-certification above.
- ☐ **YES** Employee's individual income from the position they (will) occupy with the Employer signing this form, when annualized on a full-time basis, is considered "low-income" according to the table below.
- ☐ **YES** Employer has obtained certification from a Public Housing Agency or a Section 8 program that the employee is a resident/participant.
- ☐ **YES** The individual is employed by a Section 3 Business AND that business has completed a Section 3 Business Certification. Employer *must* obtain proof of Section 3 Business Certification available here:

<https://hudapps.hud.gov/OpportunityPortal>

**\*Section 3 Business: Is at least 51% owned/controlled by low-income persons or Over 75% of labor hours were worked by Section 3 workers within prior 3-month period or At least 51% owned/controlled by current public housing or Section 8-assisted housing residents.**

**B. Employee is a Targeted Section 3 Worker if ONE of these apply: (check all that apply):**

- ☐ **YES** Employee self-certified that they are a YouthBuild Participant (See Section 1, Question #1).
- ☐ **YES** Employee is employed by a Section 3 Business (Check here if Section 2: A-4, above, is checked).
- ☐ **YES** Employee lives in the neighborhood or service area of the Project AND they are a Section 3 Worker (one of the boxes in Section 2-A is checked). A service area is defined as within 1 mile of the work site or, if fewer than 5,000 people live within one mile of a work site, an expanded circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

**BASED ON THE ABOVE, EMPLOYEE IS A (check one, if applicable):** ☐ **Section 3 Worker** ☐ **Targeted Section 3 Worker**

*The Employee can be reported as a Section 3/Targeted Section 3 Worker for 5 years from the date of signature below.*

**I (Employer) certify that the above statements are true, complete, and correct to the best of my knowledge and belief. Employers that misrepresent their eligibility to receive preference as a Section 3 or report false information business may face penalties, have their contracts terminated and/or be barred from ongoing and future considerations for contracting opportunities.**

Employer Signature X \_\_\_\_\_ Name: \_\_\_\_\_ Date \_\_\_\_\_

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

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



## INCOME RANGES TO DETERMINE SECTION 3 WORKER/LOW-INCOME

If the worker's individual income or household annual income for the previous or annualized calendar year fell below the income limit as established by HUD, they are considered "low-income" and are a Section 3 Worker who is eligible for hiring priorities in a Section 3 Project.

**NOTE:** Residents/recipients of the following benefits are likely to meet the low-income criteria: Medicaid – Public Assistance/TANF - SNAP/Food Stamps - Section 8-assisted housing - Public Housing

**Individual Income (II) or household income (HH) for the last year in Orange County for 2022 is listed below.**

*For example, if there are 5 people in your household, go to HH of 5 and check if your HH income falls in that range.*

Orange
II: \$0 - \$62,600
HH 2: \$0 - \$71,550
HH 3: \$0 - \$80,500
HH 4: \$0 - \$89,400
HH 5: \$0 - \$96,600
HH 6: \$0 - \$103,750
HH 7: \$0 - \$110,900
HH 8: \$0 - \$118,050

*Note: Income amount must include all sources of income earned by all living in the household who are 18+ years old. These income ranges are based on 2022 low-income limits. Income thresholds are subject to change. Visit the HUD income limits documentation system for further details:*

<https://www.huduser.gov/portal/datasets/il.html>

Section 3 Workers must provide one of the following to confirm eligibility as a Section 3 Worker:

- ☐ Copy of proof of being a public housing resident
- ☐ Copy of proof of your Housing Choice Voucher (Section 8) holder
- ☐ Copy of receipt of public housing or Section 8 assistance
- ☐ Copy of public assistance documentation
- ☐ Copy of annual income documentation
- ☐ Letter of participation from YouthBuild program
- ☐ Other: \_\_\_\_\_

Targeted Section 3 workers must provide the following in addition to one of the above proofs of eligibility:

- ☐ Copy of lease/mortgage or other acceptable verification indicating current address

### FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification? ☐ YES ☐ NO

Is the employee a Targeted Section 3 worker based upon their self-certification? ☐ YES ☐ NO

Was this an applicant who was hired as a result of the Section 3 project? ☐ YES ☐ NO

If Yes, what is the name of the company? \_\_\_\_\_

What was the date of hire? \_\_\_\_\_

**EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.**



## Section 3 Business Certification Form

*To be completed by business claiming to be Section 3 businesses*

Section 3 is a provision of the federal Housing and Urban Development (HUD) Act of 1968 that requires, to the greatest extent feasible, that construction projects that receive more than \$200,000 of HUD funding provide job training and employment opportunities to low-income persons. These projects must, to the greatest extent feasible, contract with Section 3 Businesses that employ or are owned by low-income persons. This form can be used for a business to self-certify that they are a Section 3 Business.

### Project Name:

Project Address:

### Business Name:

Name of Business Owner:

Business Address:

Phone Number of Business Owner:

Email Address of Business Owner:

### Preferred Contact Information

☐ Same as above

Name of Preferred Contact \_\_\_\_\_

Phone Number of Preferred Contact \_\_\_\_\_

### Type of Business (select from the following options):

☐ Corporation

☐ Partnership

☐ Sole Proprietorship

☐ Joint Venture

Service to be Provided (e.g. demolition, painting, etc.):

\_\_\_ Confirm that the business has registered as a Section 3 Business on HUD's Opportunity Portal at:  
<https://hudapps.hud.gov/OpportunityPortal/>

A Section 3 Business meets at least *one* of the following criteria (select which apply):

\_\_\_ **51% or more of the business is owned or controlled by individuals whose household incomes are no greater than 80% of the Area Median Income (AMI) for the County in which they live\*** \*Please reference

<https://www.huduser.gov/portal/datasets/il.html> (select Click Here for FY IL Documentation, Select State then County, Click View County Calculations) to determine AMI for the County in which the employee lives

Household gross income must be below 80% of the 2022 area median income for Orange County:

1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
\$62,600	\$71,550	\$80,500	\$89,400	\$96,600	\$103,750	\$110,900	\$118,050

\_\_\_ **Within the last three months, 75% of all labor hours performed for the business have been performed by individuals whose household incomes are no greater than 80% of Area Median Income (AMI) or whom are YouthBuild participants**



At least 51% of your business is owned or controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

NOTE: The Section 3 Employee/Employer Certification Form should be used to determine whether employees and/or owners are low-income or Section 3 Workers.

*Section 3 Business Concern Affirmation*

By Submitting this form, my business certifies that the statements and information contained on this form are accurate, and meet the required HUD Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75. I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the County of Orange may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the above information is correct to the best of my knowledge.

Business Name: \_\_\_\_\_

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

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

\*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

**FOR ADMINISTRATIVE USE ONLY**

Is the business a Section 3 business concern based upon their certification? ☐ YES ☐ NO

**Name of Section 3 Compliance Officer:** Nicole Andersen

**Signature of Section 3 Compliance Officer:** \_\_\_\_\_

**Date of Signature:** \_\_\_\_\_

**EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.**



### **Sample** Section 3 Employment Notice

**(Instructions: Send notice to the local Public Housing Authority(ies) and to OneStop Career Center Organizations, and post in a conspicuous place on the job site )**

The ***(insert name of municipality or Developer/Owner)*** is preparing to carry out the ***(insert Name of Project)*** through the use of US HUD Community Development Block Grant and/or HOME Partnership Program Funds. In the implementation of this project the following job types are available:

***(Insert List of Job Classifications to be used during project)***

All job openings will be posted at ***(list all posting locations)***. To the greatest extent feasible, employment and training positions will be made available to qualified persons who permanently reside in the ***(insert name of municipality where project is located)***.

Persons qualified for the jobs listed should register at the following location:

***(Insert location where applicant should apply and any application instructions)***

For questions on this employment opportunity, please contact:

***(Insert contact & contact information)***



### Section 3 Review of Requirements Sign Off Sheet

*By signing below, I certify that I have received the following documents and the Orange County Office of Community Development's Section 3 Compliance Officer and/or designee has reviewed the requirements of Section 3 with my entity.*

Orange County Office of Community Development Section 3 Policies and Procedures including Attachments A-F

- A- Section 3 Requirement Summary
- B- Section 3 Entity Intent to Comply- Affirmative Action Plan
- C- Section 3 Clause for all related contracts
- D- Section 3 Worker Certification Form
- E- Section 3 Business Certification Form
- F- Section 3 SAMPLE Employment Notice
- G- Section 3 Review of Requirements Sign Off Sheet (Signed)

**As an authorized representative of \_\_\_\_\_ [Entity] On behalf of the Entity,**  
I have received the documents listed above and OCD has reviewed the requirements of Section 3 with me.

---

Name and Title of the Authorized Representative (print or type)

---

Signature of Authorized Representative

---

Date

**As an authorized representative of \_\_\_\_\_ [Entity] On behalf of the Entity,**  
I have received the documents listed above and OCD has reviewed the requirements of Section 3 with me.

---

Name and Title of the Authorized Representative (print or type)

---

Signature of Authorized Representative

---

Date

**As an authorized representative of \_\_\_\_\_ [Entity] On behalf of the Entity,**  
I have received the documents listed above and OCD has reviewed the requirements of Section 3 with me.

---

Name and Title of the Authorized Representative (print or type)

---

Signature of Authorized Representative

---

Date

**As an authorized representative of \_\_\_\_\_ [Entity] On behalf of the Entity,**  
I have received the documents listed above and OCD has reviewed the requirements of Section 3 with me.

---

Name and Title of the Authorized Representative (print or type)

---

Signature of Authorized Representative

---

Date



# **BID FORM FOR GENERAL CONSTRUCTION CONTRACT (GC-1)**

## **CAESARS LANE WWTP EXPANSION PHASE 1**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

### **ARTICLE 1—OWNER AND BIDDER**

- 1.01 This Bid is submitted to: **Town of New Windsor, 555 Union Avenue, New Windsor, NY 12553**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### **ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Required Bidder Qualification Statement with supporting data (Instructions to Bidders – Article 3);
  - C. Wicks Law Form;
  - D. MBE-WBE-Section 3 Contract Solicitation and Commitment Statement;
  - E. Disclosure of Prior Non-Responsibility Determinations;
  - F. Iran Divestment Act Certification;
  - G. Non-Collusion Certification;
  - H. Certification Regarding Lobbying;
  - I. Sexual Harassment Prevention Certification;
  - J. Prime Contractor Certification of Nonsegregated Facilities;
  - K. Bidder's Certification of Limited Foreign Involvement;
  - L. Debarment and Suspension Certification;
  - M. Section 3 Requirements Section A Intent to Comply and Review of Requirements Sign Off Sheet.

### **ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES**

- 3.01 Refer to Article 7 for Description of Bid Items.
- 3.02 *Lump Sum Bids*
  - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.03:



1. Lump Sum Price (Single Lump Sum)

Item No.	Description	Bid Amount
LS-1	General Conditions	\$
LS-2	Site Work	\$
LS-3	General Building Construction – Control Building	\$
LS-4	General Building Construction – Dewatering Building Modifications	\$
Total of All Lump Sum Price Bid Items		\$

B. Contingency Items – These items will only be paid to the Contractor if approved by the Engineer and Owner, however, they will be used in the comparison of bids.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
C-1	Rock Excavation	CY	20	\$	\$
C-2	Subbase	CY	20	\$	\$
C-3	Select Backfill	CY	25	\$	\$
C-4	Crushed Stone	CY	25	\$	\$
C-5	Controlled Density Fill	CY	10	\$	\$
C-6	Removal, Handling and Disposal of Transite Pipe	LF	100	\$	\$
Total of Contingency Price Bid Items					\$

C. Allowance - All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Lump Sum for Allowance A-1	\$50,000.00
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D. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.



3. The Town reserves the right to award the total base bid or the base bid with the alternate bid(s), whichever is in the Town's best interest.

3.03 *Total Base Bid Price (Lump Sum, Contingency and Allowance)*

Total Base Bid Price (Total of all Lump Sum, Contingency and Allowance)	\$
-------------------------------------------------------------------------	----

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Article 4 of the Agreement Between Owner and Contractor on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
  1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.



4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:



- a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## **ARTICLE 7—DESCRIPTION OF BID ITEMS**

### **7.01    *LS-1— General Conditions***

- A. Including, but not limited to, submittals, temporary facilities, all permits and fees, temporary facilities, coordination with Engineer, Owner and Utility Owners, project layout, mark outs, mobilization, hazardous material abatement other than transite pipe in Bid Item C-6 maintenance and protection of traffic needed to protect the public from damage to person and property within the limits of and the duration of the contract, Erosion and Sediment Control, general restoration, clean up and demobilization, completion of work in accordance with the plans, details and specification in place, complete, building permit for all trades.

### **7.02    *LS-2 – Site Work***

- A. Including, but not limited to, grubbing and earthwork, ADA accessible concrete sidewalk, sub-base, compaction, grading, seeding, disposal of unsuitable material, site restoration, utility connections, storm drainage, parking, retaining wall, waterline extension, collection to transite water main as depicted in the plans and specifications, complete.

### **7.03    *LS-3 – General Building Construction – Control Building***

- A. Including all labor and material for general building construction including all materials, finishes, equipment, furnishings, coordination of all prime contractors, Phase 2 contractors project schedule in place, complete in accordance with plans and specifications.

### **7.04    *LS-4 – General Construction – Dewatering Building Modifications***

- A. Including all labor and material for selective demolition, demolition and removal of exiting incinerator and ancillary structures, conveyance demolition. General building construction including floor infill, new walls, new overhead door, new stairs, new roof, new dumpster bay, including all materials, finishes, equipment, furnishings, in place, coordinate with all prime contractors, owner, Phase 2 contractors, complete in accordance with the plans and specifications.



7.05 *C-1 Rock Excavation*

- A. Including permits, excavation, disposal, select fill backfill material, compaction, testing, complete. Including:
- |                   |                         |
|-------------------|-------------------------|
| Minimum bid price | \$100.00 per cubic yard |
| Maximum bid price | \$200.00 per cubic yard |

7.06 *C-2 Subbase*

- A. Additional subbase material NYSDOT Item 4, including excavation, disposal, placement, compaction, testing, as directed by the Owner/Engineer, in place, complete.

7.07 *C-3 Select Backfill*

- A. Additional Backfill material per specifications, including excavation, disposal, placement, compaction, testing, as directed by Owner/Engineer, in place, complete.

7.08 *C-4 - Crushed Stone*

- A. Furnish, place and compact additional crushed stone material as directed by the Owner/Engineer, in place, complete.

7.09 *C-5 – Controlled Density Fill*

- A. Furnish and placement of low strength concrete fill including excavation, form work and back fill.

7.10 *C-6 – Removal, Handling and Disposal of Transite Pipe*

- A. Removal/handling/disposal of transite pipe in accordance with hazardous materials, specifications and all Federal/State/Local regulations.

7.11 *A-1 – Allowance*

- A. For use as directed by the Owner for unforeseen conditions related to the work.



BIDDER hereby submits this Bid as set forth above:

Bidder:

---

*(typed or printed name of organization)*

Bidder's F.E.I.N.:

Bidder's SAM.Gov. ID# or Proof of Registration (if applicable):

By:

---

*(individual's signature)*

Name:

---

*(typed or printed)*

Title:

---

*(typed or printed)*

Date:

---

*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

---

*(individual's signature)*

Name:

---

*(typed or printed)*

Title:

---

*(typed or printed)*

Date:

---

*(typed or printed)*

Address for giving notices:

---

---

Bidder's Contact:

Name:

---

*(typed or printed)*

Title:

---

*(typed or printed)*

Phone:

Email:

Address:

---

---

---

Bidder's Contractor License No.: (if applicable):



# **BID FORM FOR MECHANICAL CONSTRUCTION CONTRACT (MC-1)**

## **CAESARS LANE WWTP EXPANSION PHASE 1**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

### **ARTICLE 1—OWNER AND BIDDER**

- 1.01 This Bid is submitted to: **Town of New Windsor, 555 Union Avenue, New Windsor, NY 12553**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### **ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Required Bidder Qualification Statement with supporting data (Instructions to Bidders – Article 3);
  - C. Wicks Law Form;
  - D. MBE-WBE-Section 3 Contract Solicitation and Commitment Statement;
  - E. Disclosure of Prior Non-Responsibility Determinations;
  - F. Iran Divestment Act Certification;
  - G. Non-Collusion Certification;
  - H. Certification Regarding Lobbying;
  - I. Sexual Harassment Prevention Certification;
  - J. Prime Contractor Certification of Nonsegregated Facilities;
  - K. Bidder's Certification of Limited Foreign Involvement;
  - L. Debarment and Suspension Certification;
  - M. Section 3 Requirements Section A Intent to Comply and Review of Requirements Sign Off Sheet.



### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Refer to Article 7 for Description of Bid Items.

3.02 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

Item No.	Description	Bid Amount
LS-1	General Conditions	\$
LS-2	General Mechanical Construction including Labor and Materials for the construction of the control building	\$
Total of All Lump Sum Price Bid Items		\$

B. Allowance - All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Lump Sum for Allowance	<b>\$10,000.00</b>
------------------------	--------------------

3.03 *Total Base Bid Price (Lump Sum and Allowance)*

Total Base Bid Price (Total of all Lump Sum and Allowance)	\$
------------------------------------------------------------	----

### ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Article 4 of the Contract for Construction of Small Project on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

### ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.



5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.



9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### **ARTICLE 7—DESCRIPTION OF BID ITEMS**

#### 7.01 *LS-1—General Conditions*

- A. Including, but not limited to, submittals, coordination with other contractors, Engineer, Owner, Utility Owners and private Property Owners, project layout, mark outs, mobilization, general restoration, clean up and demobilization, completion of work in accordance with the plans, details and specification in place, complete.



7.02 *LS-2 – General Mechanical Construction*

- A. Labor and material for heating and ventilation throughout the control building. Air conditioning in the office and ancillary spaces.



BIDDER hereby submits this bid as set forth above

Bidder:

---

*(typed or printed name of organization)*

Bidder's F.E.I.N.:

Bidder's SAM.Gov. ID# or Proof of Registration (if applicable):

By:

---

*(individual's signature)*

Name:

---

*(typed or printed)*

Title:

---

*(typed or printed)*

Date:

---

*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

---

*(individual's signature)*

Name:

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*(typed or printed)*

Title:

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*(typed or printed)*

Date:

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*(typed or printed)*

Address for giving notices:

---

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Bidder's Contact:

Name:

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*(typed or printed)*

Title:

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*(typed or printed)*

Phone:

Email:

Address:

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Bidder's Contractor License No.: (if applicable):



# **BID FORM FOR ELECTRICAL CONSTRUCTION CONTRACT (EC-1)**

## **CAESARS LANE WWTP EXPANSION PHASE 1**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

### **ARTICLE 1—OWNER AND BIDDER**

- 1.01 This Bid is submitted to: **Town of New Windsor, 555 Union Avenue, New Windsor, NY 12553**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### **ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Required Bidder Qualification Statement with supporting data (Instructions to Bidders – Article 3);
  - C. Wicks Law Form;
  - D. MBE-WBE-Section 3 Contract Solicitation and Commitment Statement;
  - E. Disclosure of Prior Non-Responsibility Determinations;
  - F. Iran Divestment Act Certification;
  - G. Non-Collusion Certification;
  - H. Certification Regarding Lobbying;
  - I. Sexual Harassment Prevention Certification;
  - J. Prime Contractor Certification of Nonsegregated Facilities;
  - K. Bidder's Certification of Limited Foreign Involvement;
  - L. Debarment and Suspension Certification;
  - M. Section 3 Requirements Section A Intent to Comply and Review of Requirements Sign Off Sheet.



### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Refer to Article 7 for Description of Bid Items.

3.02 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

Item No.	Description	Bid Amount
LS-1	General Conditions	\$
LS-2	General Electrical Construction – Control Building	\$
LS-3	General Electrical Construction – Dewatering Building Selective Demolition	\$
Total of All Lump Sum Price Bid Items		\$

B. Allowance - All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Lump Sum for Allowance	\$20,000.00
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3.03 *Total Base Bid Price (Lump Sum and Allowance)*

Total Base Bid Price (Total of all Lump Sum and Allowance)	\$
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### ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Article 4 of the Contract for Construction of Small Project on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

### ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.



5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data



are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



## **ARTICLE 7—DESCRIPTION OF BID ITEMS**

### **7.01**    *LS-1— General Conditions*

- A. Including, but not limited to, submittals, coordination with Engineer, Owner, Utility Owners and private Property Owners, project layout, mark outs, mobilization, general restoration, clean up and demobilization, completion of work in accordance with the plans, details and specification in place, complete.

### **7.02**    *LS-3 – General Electrical Construction – Dewatering Building Selective Demolition*

- A. Selective demolition of electrical in general. Any wiring of circuit to be reviewed shall be removed back to the panel box.



BIDDER hereby submits this bid as set forth above:

Bidder:

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*(typed or printed name of organization)*

Bidder's F.E.I.N.:

Bidder's SAM.Gov. ID# or Proof of Registration (if applicable):

By:

---

*(individual's signature)*

Name:

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*(typed or printed)*

Title:

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*(typed or printed)*

Date:

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*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

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*(individual's signature)*

Name:

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*(typed or printed)*

Title:

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*(typed or printed)*

Date:

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*(typed or printed)*

Address for giving notices:

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Bidder's Contact:

Name:

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*(typed or printed)*

Title:

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*(typed or printed)*

Phone:

Email:

Address:

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Bidder's Contractor License No.: (if applicable):



# **BID FORM FOR PLUMBING CONSTRUCTION CONTRACT (PC-1)**

## **CAESARS LANE WWTP EXPANSION PHASE 1**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

### **ARTICLE 1—OWNER AND BIDDER**

- 1.01 This Bid is submitted to: **Town of New Windsor, 555 Union Avenue, New Windsor, NY 12553**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### **ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Required Bidder Qualification Statement with supporting data (Instructions to Bidders – Article 3);
  - C. Wicks Law Form;
  - D. MBE-WBE-Section 3 Contract Solicitation and Commitment Statement;
  - E. Disclosure of Prior Non-Responsibility Determinations;
  - F. Iran Divestment Act Certification;
  - G. Non-Collusion Certification;
  - H. Certification Regarding Lobbying;
  - I. Sexual Harassment Prevention Certification;
  - J. Prime Contractor Certification of Nonsegregated Facilities;
  - K. Bidder's Certification of Limited Foreign Involvement;
  - L. Debarment and Suspension Certification;
  - M. Section 3 Requirements Section A Intent to Comply and Review of Requirements Sign Off Sheet.



### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Refer to Article 7 for Description of Bid Items.

3.02 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

Item No.	Description	Bid Amount
LS-1	General Conditions	\$
LS-2	General Plumbing Construction – Control Building	\$
LS-3	General Plumbing Construction – Dewatering Building Selective Demolition	\$
Total of All Lump Sum Price Bid Items		\$

B. Allowance - All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Lump Sum for Allowance	<b>\$10,000.00</b>

3.03 *Total Base Bid Price (Lump Sum and Allowance)*

Total Base Bid Price (Total of all Lump Sum and Allowance)	\$
------------------------------------------------------------	----

### ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Article 4 of the Contract for Construction of Small Project on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

### ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.



5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data



are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



## ARTICLE 7—DESCRIPTION OF BID ITEMS

### 7.01 *LS-1– General Conditions*

- A. Including, but not limited to, submittals, coordination with Engineer, Owner, Utility Owners and private Property Owners, project layout, mark outs, mobilization, general restoration, clean up and demobilization, completion of work in accordance with the plans, details and specification in place, complete.

### 7.02 *LS-2 – General Plumbing Construction – Control Building*

- A. Including, but not limited to, submittals, coordination with the Engineer, Owner, Utility Owners, and other contractors, project layout, mark outs, mobilization, general restoration, clean up and demobilization, demolition of any existing plumbing fixtures, piping, components and devices. Installation of new plumbing fixtures, sanitary, vent, CW, HW, and HWR and all associated piping, hangers, and equipment. Fire sprinkler system, connections to municipal water supply, testing, supports, completion of work in accordance with the plans, details and specification in place, complete.

### 7.03 *LS-3 – General Plumbing Construction – Dewatering Building Selective Demolition*

- A. Selective Demolition of plumbing components in general in accordance with the plans and specifications, complete.



BIDDER hereby submits this Bid as set forth above:

Bidder:

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*(typed or printed name of organization)*

Bidder's F.E.I.N.:

Bidder's SAM.Gov. ID# or Proof of Registration (if applicable):

By:

---

*(individual's signature)*

Name:

---

*(typed or printed)*

Title:

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*(typed or printed)*

Date:

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*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

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*(individual's signature)*

Name:

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*(typed or printed)*

Title:

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*(typed or printed)*

Date:

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*(typed or printed)*

Address for giving notices:

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Bidder's Contact:

Name:

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*(typed or printed)*

Title:

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*(typed or printed)*

Phone:

Email:

Address:

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Bidder's Contractor License No.: (if applicable):



**WICKS LAW FORM**

**Pursuant to the 2008 Wicks Law Reforms, each Bidder must submit this form in a sealed envelope with their bid complete the following Subcontractor Identification Form:**

The sealed envelope submitted by the “low bidder” shall be opened and read aloud as part of the bid opening procedure. The sealed envelopes submitted by other than the “low bidder” will be returned to the respective bidders unopened after award of the contract by the Owner.

TRADE	SUB-CONTRACTOR NAME	AMOUNT TO BE PAID TO SUB-CONTRACTOR
PLUMBING		
HEATING, VENTILATION AND AIR CONDITIONING		
ELECTRICAL		



# NEW YORK STATE WAGE RATES





Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of New Windsor

Michael Lamoreaux  
33 Airport Center Drive  
New Windsor NY 12553

Schedule Year 2024 through 2025  
Date Requested 10/23/2024  
PRC# 2024013440

Location New Windsor

Project ID#

Project Type Phase 1 - Construction of a new plant control building, renovations to the existing plant control building, and associated site improvements at the Town of New Windsor Treatment Plant.

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240







# **General Provisions of Laws Covering Workers on Article 8 Public Work Contracts**

## **Introduction**

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

## **Responsibilities of the Department of Jurisdiction**

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract **MUST** obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule **MUST** be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion [online](#).

## **Hours**

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

## **Wages and Supplements**

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is **REQUIRED** to provide complete copies to all prime contractors who in turn **MUST**, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

## **Payrolls and Payroll Records**

Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.



The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

### **Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties**

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

### **Withholding of Payments**

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

### **Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "[Public Work Project](#)" notice must be posted at the beginning of the performance of every public work contract, on each job site.



Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

## **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

## **Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

## **Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

## **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

## **Discrimination**

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, 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 (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).



The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c) ).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d) ).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

### **Workers' Compensation**

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

### **Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.





Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of New Windsor

Michael Lamoreaux  
33 Airport Center Drive  
New Windsor NY 12553

Schedule Year 2024 through 2025  
Date Requested 10/23/2024  
PRC# 2024013440

Location New Windsor

Project ID#

Project Type Phase 1 - Construction of a new plant control building, renovations to the existing plant control building, and associated site improvements at the Town of New Windsor Treatment Plant.

### Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

### Contractor Information

All information must be supplied

Federal Employer Identification Number: \_\_\_\_\_

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

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

\_\_\_\_\_

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

Amount of Contract: \$ \_\_\_\_\_

Contract Type:

Approximate Starting Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ (01) General Construction

☐ (02) Heating/Ventilation

☐ (03) Electrical

☐ (04) Plumbing

☐ (05) Other : \_\_\_\_\_

Approximate Completion Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226







### **Social Security Numbers on Certified Payrolls:**

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

### **Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d**

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <https://dol.ny.gov/public-work-and-prevailing-wage>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: [dol.misclassified@labor.ny.gov](mailto:dol.misclassified@labor.ny.gov) .

### **Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)**

#### **Effective June 23, 2020**

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub*\*. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website [www.labor.ny.gov](http://www.labor.ny.gov) or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. \*In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.



**To all State Departments, Agency Heads and Public Benefit Corporations  
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

**Budget Policy & Reporting Manual**

**B-610**

**Public Work Enforcement Fund**

*effective date December 7, 2005*

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**1. Purpose and Scope:**

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

**2. Background and Statutory References:**

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

**3. Procedures and Agency Responsibilities:**

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.



**To all State Departments, Agency Heads and Public Benefit Corporations**  
**IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor  
Administrative Finance Bureau-PWEF Unit  
Building 12, Room 464  
State Office Campus  
Albany, NY 12226

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.









Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:  
You are Covered by the Construction Industry Fair Play Act**

**The law says that you are an employee unless:**

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

**It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.**

**Employee Rights:** If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

**Independent Contractors:** If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

**Penalties** for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
  - First offense: Up to \$2,500 per employee
  - Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
  - First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
  - Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

**If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to [dol.misclassified@labor.ny.gov](mailto:dol.misclassified@labor.ny.gov). All complaints of fraud and violations are taken seriously. You can remain anonymous.**

**Employer Name:**

IA 999 (09/16)









# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of  
the Labor Laws  
of 2007:

**These wages are set by law and must be posted at the work site. They can also be found at:**  
**<https://dol.ny.gov/bureau-public-work>**



If you feel that you have not received proper wages or benefits, please call our nearest office.\*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

\* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov) – click on Bureau of Labor Law.

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

Project Location: \_\_\_\_\_







## Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

### The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

\*\*A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

## WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)



## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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



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

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

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12226

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



Orange County General Construction

Boilermaker	10/01/2024
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JOB DESCRIPTION BoilermakerDISTRICT 4

ENTIRE COUNTIES  
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES		
Per Hour:	07/01/2024	01/01/2025
Boilermaker	\$ 67.38	\$ 68.88
Repairs & Renovations	67.38	68.88

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS		
Per Hour:		
Boilermaker	33.5% of hourly	33.5% of Hourly
Repair & Renovations	Wage Paid	Wage Paid
	+ \$ 26.85	+ \$26.85

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY  
See (\*B, O, \*\*U) on OVERTIME PAGE  
Note:\* Includes 9th & 10th hours, double for 11th or more.  
\*\* Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY  
Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES  
Wage per hour:  
(1/2) Year Terms at the following percentage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:		
	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 20.36	\$ 20.36
2nd Term	21.28	21.28
3rd Term	22.22	22.22
4th Term	23.12	23.12
5th Term	24.07	24.07
6th Term	25.00	25.00
7th Term	25.93	25.93

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Carpenter	10/01/2024
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JOB DESCRIPTION CarpenterDISTRICT 8

ENTIRE COUNTIES  
Dutchess, Orange

WAGES	
Per hour:	07/01/2024



Building:  
Millwright                      \$ 46.35  
                                         + 8.44\*

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

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman                      \$ 34.94

### OVERTIME PAY

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

### HOLIDAY

Paid:                                See (18, 19) on HOLIDAY PAGE

Paid:                                See (5,6,11,13,16,18,19,25) for 1st & 2nd yr. Apprentices

Overtime:                        See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

### REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$ 28.18	\$ 30.51	\$ 34.84	\$ 43.50
+ 4.40*	+ 5.19*	+ 5.94*	+ 7.44*

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

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 23.00	\$ 24.79	\$ 26.90	\$ 29.63

8-740.2

## Carpenter

10/01/2024

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

### ENTIRE COUNTIES

Dutchess

### PARTIAL COUNTIES

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

### WAGES

Per hour:                                07/01/2024

Carpet/Resilient

Floor Coverer                      \$ 34.45  
                                         + 3.25\*

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

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

### SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.33

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid:                                See (18, 19) on HOLIDAY PAGE

Paid for 1st & 2nd yr.

Apprentices:                        See (5, 6, 11, 13, 16, 18, 19, 25)

Overtime:                        See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE.



## REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$15.75	\$18.87	\$23.55	\$28.23
+ 2.48*	+ 2.48*	+ 2.48*	+ 2.48*

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

Supplemental Benefits per hour - All apprentice terms:

\$ 20.87

8-2287D&O

## Carpenter

10/01/2024

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

## ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

## WAGES

Per Hour: 07/01/2024

Marine Construction:

Marine Diver \$ 75.46  
+ 10.00\*

Marine Tender \$ 55.00  
+ 10.00\*

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

## SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 45.65

## OVERTIME PAY

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

## HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE

## REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 26.98 + 5.50*
2nd year	32.58 + 5.50*
3rd year	40.96 + 5.50*
4th year	49.35 + 5.50*

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

Supplemental Benefits

Per Hour:

All terms \$ 32.20

8-1456MC

## Carpenter

10/01/2024

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

## ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester



### PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, Tompkins Corner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

### WAGES

Per hour: 07/01/2024

Core Drilling:  
Driller \$ 46.25  
+ 3.25\*

Driller Helper \$ 36.28  
+ 3.25\*

Note: Hazardous Waste Pay Differential:

For Level C, an additional 15% above wage rate per hour

For Level B, an additional 15% above wage rate per hour

For Level A, an additional 15% above wage rate per hour

Note: When required to work on water: an additional \$ 3.00 per hour.

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

### SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 30.24

### OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

### Carpenter - Building / Heavy&Highway

10/01/2024

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

**DISTRICT 2**

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

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

### WAGES

Wages per hour: 07/01/2024

Carpenter - ONLY for  
Artificial Turf/Synthetic  
Sport Surface \$ 36.48

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

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.55

### OVERTIME PAY

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

### HOLIDAY

Paid: See (5) on HOLIDAY PAGE

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



**Notes:**

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

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

**REGISTERED APPRENTICES**

Wages per hour (1300 hour terms at the following percentage of Journeyworker's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

\$18.58	\$19.14	\$21.24	\$21.79
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2-42AtSS

**Carpenter - Building / Heavy&Highway**

**10/01/2024**

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

**DISTRICT** 11

**ENTIRE COUNTIES**

Columbia, Dutchess, Orange, Sullivan, Ulster

**WAGES**

WAGES (per hour)

Applies to Carpenter (Building/Heavy & Highway/Tunnel), Dockbuilder, Piledriver, Dive Tender, and Diver (Dry):

	07/01/2024	07/01/2025	07/01/2026
		Additional	Additional
Base Wage	\$ 37.19	\$ 2.23**	\$ 2.30**
	+ 6.31*		

Applies to Diver (Wet):

Base Wage	\$ 50.00
	+ 6.31*

\*For all hours paid straight or premium.

\*\*To be allocated at a later date.

**SHIFT WORK**

SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of the base wage.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 30.65
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

BUILDING:

Paid: See ( 1 ) on HOLIDAY PAGE.

Overtime: See ( 5, 6, 16, 25 ) on HOLIDAY PAGE.

- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

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

Overtime: See ( 5, 6 ) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay

- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

**REGISTERED APPRENTICES**

1 Year terms at the following wage rates.

1st	2nd	3rd	4th
\$ 18.60	\$ 22.31	\$ 26.03	\$ 29.75
+3.09*	+3.09*	+3.09*	+3.09*

\*For all hours paid straight or premium



SUPPLEMENTAL BENEFITS per hour:

All Terms \$ 16.30

11-279.2B/H&H

**Carpenter - Floor Coverer**

**10/01/2024**

**JOB DESCRIPTION** Carpenter - Floor Coverer

**DISTRICT** 11

**ENTIRE COUNTIES**

Columbia, Sullivan, Ulster

**PARTIAL COUNTIES**

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

**WAGES**

WAGES:(per hour)

	07/01/2024	07/01/2025
		Additional
Carpet/Resilient Floor Coverer	\$ 37.19	\$ 2.23**
	+6.31*	

\* For all hours paid straight or premium

\*\* To be allocated at a later date.

**SHIFT WORK**

SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen (15) percent of wage plus applicable benefits.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journey worker \$ 30.65

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

BUILDING:

Paid: See ( 1 ) on HOLIDAY PAGE.

Overtime: See ( 5, 6, 16, 25 ) on HOLIDAY PAGE.

- Holidays that fall on Sunday will be observed Monday.

**HEAVY&HIGHWAY/TUNNEL:**

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

Overtime: See ( 5, 6 ) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay

- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

**REGISTERED APPRENTICES**

1 Year terms at the following wage rates.

1st	2nd	3rd	4th
\$ 18.60	\$ 22.31	\$ 26.03	\$ 29.75
+3.09*	+3.09*	+3.09*	+3.09*

\*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.30

11-279.2Floor

**Electrician**

**10/01/2024**



**JOB DESCRIPTION** Electrician

**DISTRICT** 11

**ENTIRE COUNTIES**

Orange, Putnam, Rockland

**PARTIAL COUNTIES**

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

**WAGES**

Per hour:

	07/01/2024
Electrician Wireman/Technician	\$ 50.50
	+ 9.50*

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.

- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

**SHIFT WORK**

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply when shift is worked:

Between 4:30pm & 12:30am	\$ 59.30
	+ 9.50*
Between 12:30am & 8:30am	\$66.35
	+ 9.50*

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2024
Journeyman	\$ 29.68 plus
	3% of straight
	or premium wage

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

**REGISTERED APPRENTICES**

WAGES:

(1)year terms at the following rates

07/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
04/01/2025	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.34	\$ 19.80	\$ 24.75	\$ 29.70	\$ 34.65	\$ 37.13
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	19.17	23.23	29.03	34.84	40.64	43.55
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*



3rd Shift	21.47 +1.00*	26.02 +1.00*	32.52 +1.00*	39.03 +2.00*	45.53 +2.50*	48.79 +2.50*
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\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

**SUPPLEMENTAL BENEFITS** per hour:

07/01/2024

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage

09/01/2024

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/1

**Elevator Constructor**

**10/01/2024**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

**ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

**PARTIAL COUNTIES**

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

**WAGES**

Per Hour	07/01/2024	01/01/2025
Mechanic	\$ 70.15	\$ 73.07
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2024	01/01/2025
Journeyworker/Helper	\$ 37.885*	\$ 38.435*

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

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

(\*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journeyperson/Helper



<b>Glazier</b>	<b>10/01/2024</b>
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**JOB DESCRIPTION** Glazier

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**

Per hour:

	07/01/2024	05/01/2025 Additional
Glazier, Glass Tinting and Window Film	\$ 63.28	\$ 1.11***
Scaffolding, including swing scaffold	67.28	
*Mechanical Equipment	64.28	
**Repair & Maintenance	30.76	

\*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

\*\*Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$193,000.

\*\*\*To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Per hour:

7/01/2024

Glazier, Glass Tinting  
Window Film, Scaffolding  
and Mechanical Equipment

\$ 42.13

Repair & Maintenance

24.62

**OVERTIME PAY**

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

For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

**HOLIDAY**

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance'

Paid: See(5, 6, 16, 25)

Overtime: See(5, 6, 16, 25)

**REGISTERED APPRENTICES**

Wage per hour:

(1) year terms at the following wage rates:

7/01/2024

1st term	\$ 22.34
2nd term	30.64
3rd term	40.87
4th term	50.14

Supplemental Benefits:

(Per hour)

1st term	\$ 19.27
2nd term	27.34
3rd term	32.85
4th term	36.01

8-1087 (DC9 NYC)

<b>Insulator - Heat &amp; Frost</b>	<b>10/01/2024</b>
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**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES**

Per hour:

07/01/2024



Insulator	\$ 60.85
Discomfort & Additional Training**	63.92
Fire Stop Work*	32.97

\* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

\*\*Applies to work requiring: garb or equipment worn against the body not customarily worn by insulators; psychological evaluation ;special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 38.25
Discomfort & Additional Training	40.32
Fire Stop Work: Journeyworker	19.48

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See ( 2\*, 4, 6, 16, 25 ) on HOLIDAY PAGE.

\*Note: Labor Day triple time if worked.

#### REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:			
1st	2nd	3rd	4th
\$ 32.97	\$ 38.54	\$ 44.12	\$ 49.70

Discomfort & Additional Training Apprentices:			
1st	2nd	3rd	4th
\$ 34.51	\$ 40.38	\$ 46.27	\$ 52.16

Supplemental Benefits paid per hour:

Insulator Apprentices:	
1st term	\$ 19.48
2nd term	23.23
3rd term	26.98
4th term	30.74

Discomfort & Additional Training Apprentices:	
1st term	\$ 20.50
2nd term	24.47
3rd term	28.43
4th term	32.39

8-91

<b>Ironworker</b>	<b>10/01/2024</b>
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**JOB DESCRIPTION** Ironworker

**DISTRICT** 11

#### ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

#### WAGES

Per hour:

	07/01/2024	07/01/2025	07/01/2026
		Additional	Additional
Structural	\$ 51.38	\$ 2.00*	\$2.00*



Reinforcing	51.38	2.00*	2.00*
Ornamental	51.38	2.00*	2.00*
Chain Link Fence	51.38	2.00*	2.00*

\* To be allocated at a later date.

NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

### SHIFT WORK

On Government Mandated Irregular Workdays or Shift Work, the following wage will be paid:

1st Shift	\$ 51.38
2nd Shift	66.39
3rd Shift	71.39

Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 45.56
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### OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

### REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	\$ 25.69	\$ 30.83	\$ 35.97	\$ 41.10
2nd Shift	36.15	42.20	48.25	54.29
3rd Shift	39.64	45.99	52.35	58.69

Supplemental Benefits per hour:

	07/01/2024
1st year	\$ 40.94
2nd year	41.86
3rd year	42.79
4th year	43.71

11-417

## Laborer - Building

10/01/2024

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 11

### ENTIRE COUNTIES

Orange, Sullivan, Ulster

### PARTIAL COUNTIES

Delaware: Only the Townships of Andes, Bovina, Davenport, Delhi, Franklin, Hamden, Harpersfield, Kortright, Meredith, Middletown, Roxbury, and Stamford.

Greene: Only the Township of Catskill.

### WAGES

Class 1: Custodial and janitorial work, general cleanup, and flag person.

Class 2: Concrete laborer, mason tending, hod carrier, signal person, pressure blasting and washing, chainsaw, demo saw, jackhammers, general labor.

Class 3: Jumping jack, air track drills, grading, explosive handler and blaster, grade checker. When OSHA requires negative pressure respirator.

Class 4: Environmental work including but not limited to asbestos abatement, toxic and hazardous abatement, lead abatement work, mold remediation and biohazards.

WAGES: (per hour)	07/01/2024	06/01/2025	06/01/2026
		Additional	Additional
Class 1	\$ 43.15	\$ 2.69*	\$ 2.79*
Class 2	43.95	2.72*	2.82*



Class 3	45.90	2.79*	2.89*
Class 4	49.00	2.90*	3.00*

\*To be allocated at a later date.

These rates will cover all work within five feet of the building foundation line.

#### SHIFT WORK

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular workday or when mandated or required by state, federal, county, local or other governmental agency contracts.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 33.50
Shift	40.84

#### OVERTIME PAY

See (B, \*E, E5, \*\*Q) on OVERTIME PAGE

\*For first 8 hours on Saturday

\*\*When an employee is required to work on a holiday which falls on a Sunday the employee shall be paid three (3) times the hourly rate and one (1) hour benefits for every hour worked. When an employee is required to work on a holiday which falls on a Saturday the employee shall be paid two and a half (2.5) times the hourly rate and one hour benefits for every hour worked.

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Holidays that fall on Saturday shall be observed on Friday, when holidays fall on Sunday they shall be observed on Monday.

#### REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2024
1st term	\$ 28.05
2nd term	32.35
3rd term	36.70
4th term	41.00

Supplemental Benefits per hour:

All Terms Regular	\$ 29.23
All Terms Shift Rate	35.39

11-17.BA

#### Laborer - Heavy&Highway

10/01/2024

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 11

#### ENTIRE COUNTIES

Orange, Sullivan, Ulster

#### PARTIAL COUNTIES

Delaware: Only the Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Meredith, and Davenport.

Greene: Only the Township of Catskill.

#### WAGES

CLASS 1: Flag person, gate person.

CLASS 2: General laborer, chuck tender, nipper, powder carrier, magazine tender, concrete men, vibrator men, mason tender, mortar men, traffic control, custodial work, temporary heat, pump men, pit men, dump men, asphalt men, joint setter, signalman, pipe men, riprap, dry stone layers, jack hammer, bush hammer, pavement breaker, men on mulching & seeding machines, all seeding & sod laying, landscape work, walk behind self-propelled power saws, grinder, walk behind rollers and tampers of all types, burner men, filling and wiring of baskets for gabion walls, chain saw operator, railroad track laborers, power buggy, plaster & acoustic pump, power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole, catch basin or inlet installing, mortar mixer, laser men. \*Micro paving and crack sealing.

CLASS 3: Asbestos, toxic, bioremediation and Phyto-remediation, lead or hazardous materials abatement when certification or license is required, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power.

CLASS 4: Asphalt screed man, blaster, all laborers involved in pipejacking and boring operations not exceeding more than 10 feet into pipe, boring or drilled area.

WAGES: (per hour) 07/01/2024

Class 1	\$ 42.35
Class 2	46.05



Class 3	50.75
Class 4	55.80

\* When laborers are performing micro paving, crack sealing or slurry application when not part of asphalt prep operations laborers shall receive an additional \$2.50 per hour over rate.

\*\*To be allocated at a later date.

### SHIFT WORK

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 33.38
Shift	39.18

### OVERTIME PAY

See (B, E, P, \*R, \*\*S, \*\*\*T, X) on OVERTIME PAGE

\*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.

\*\*For Saturday Holidays, Two- and one-half Benefits for all hours worked.

\*\*\*For Sunday Holidays, Triple Benefits for all hours worked.

### HOLIDAY

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

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

To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

### REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2024
1st term	\$ 28.05
2nd term	32.35
3rd term	36.70
4th term	41.00

Supplemental Benefits per hour:

All Terms Regular	\$ 29.23
All Terms Shift Rate	34.16

11-17.1H/H

### Laborer - Tunnel

10/01/2024

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT** 11

### ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

### PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

### WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2024	06/01/2025
Class 1	\$ 57.05	\$ 58.55
Class 2	59.20	60.70
Class 4	65.60	67.10
Class 5	49.90	51.40

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

### SHIFT WORK

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:



- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

### SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 36.98	\$ 38.23
Benefit 2	55.39	59.99
Benefit 3	74.58	76.73

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

### OVERTIME PAY

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

### HOLIDAY

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

Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

### REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

## Lineman Electrician

10/01/2024

### JOB DESCRIPTION Lineman Electrician

### DISTRICT 6

#### ENTIRE COUNTIES

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

#### WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

Per hour: 07/01/2024

#### Group A:

Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Welder, Cable Splicer	58.90



Group B:	
Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A:	
Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Cable Splicer	64.79
Certified Welder, Pipe Type Cable	61.85

Group B:	
Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:	
Lineman, Tech, Welder	\$ 60.22
Crane, Crawler Backhoe	60.22
Cable Splicer	66.24
Certified Welder, Pipe Type Cable	63.23

Group B:	
Digging Mach. Operator	54.20
Tractor Trailer Driver	51.19
Groundman, Truck Driver	48.18
Equipment Mechanic	48.18
Flagman	36.13

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

Group A:	
Lineman, Tech, Welder	\$ 61.41
Crane, Crawler Backhoe	61.41

Group B:	
Digging Mach. Operator	55.27
Tractor Trailer Driver	52.20
Groundman, Truck Driver	49.13
Equipment Mechanic	49.13
Flagman	36.85

Additional \$1.00 per hour for entire crew when a helicopter is used.

#### **SHIFT WORK**

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT

8:00 AM to 4:30 PM REGULAR RATE



2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

### SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Group A	\$ 30.90 *plus 7% of the hourly wage paid
Group B	\$ 26.90 *plus 7% of the hourly wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

### OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

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

### HOLIDAY

Paid	See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

### REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90  
\*plus 7% of  
the hourly  
wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a

### Lineman Electrician - Teledata

10/01/2024

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT** 6

### ENTIRE COUNTIES

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

### WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

07/01/2024

01/01/2025

Cable Splicer	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 37.24	\$ 38.73
Groundman	\$ 19.74	\$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.



## SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

## SUPPLEMENTAL BENEFITS

Per hour:	07/01/2024	01/01/2025
Journeyworker	\$ 5.70	\$ 5.70
	*plus 3% of the hour wage paid	*plus 3% of the hour wage paid

\*The 3% is based on the hourly wage paid, straight time rate or premium rate.

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

## HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

<b>Lineman Electrician - Traffic Signal, Lighting</b>	<b>10/01/2024</b>
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**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting

**DISTRICT** 6

## ENTIRE COUNTIES

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

## WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

Per hour:	07/01/2024
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### Group A:

Lineman, Technician	\$ 51.82
Crane, Crawler Backhoe	51.82
Certified Welder	54.41

### Group B:

Digging Machine	46.64
Tractor Trailer Driver	44.05
Groundman, Truck Driver	41.46
Equipment Mechanic	41.46
Flagman	31.09



Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

### SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

### SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2024

Group A: \$ 30.90  
\*plus 7% of  
the hourly  
wage paid

Group B \$ 26.90  
\*plus 7% of  
the hourly  
wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

### OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

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

### HOLIDAY

Paid: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE and Governor of NYS Election Day.

Overtime: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

### REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90  
\*plus 7% of  
the hourly  
wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aReg8LT

## Lineman Electrician - Tree Trimmer

10/01/2024

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT** 6

### ENTIRE COUNTIES

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

### WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also includes stump removal near underground energized electrical lines including telephone and CATV lines.



Per hour: 07/01/2024

Tree Trimmer	\$ 31.44
Equipment Operator	27.80
Equipment Mechanic	27.80
Truck Driver	23.15
Groundman	19.07
Flag person	15.00*

\*NOTE-Rate effective on 01/01/2025 - \$15.50 due to minimum wage increase.

#### SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Journeyworker	\$ 10.48
	*plus 4.5% of the hourly wage paid

\* The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

#### OVERTIME PAY

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

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

#### HOLIDAY

Paid: See (5, 6, 8, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

#### Mason - Building

10/01/2024

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 11

#### ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

#### PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

#### WAGES

Per hour:

07/01/2024

Bricklayer	\$ 46.45
Cement Mason	46.45
Plasterer/Stone Mason	46.45
Pointer/Caulker	46.45

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

#### SHIFT WORK

SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular workday requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 38.00
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#### OVERTIME PAY

Cement Mason See ( B, E, Q, W ) on OVERTIME PAGE.

All Others See ( B, E, Q ) on OVERTIME PAGE.



**HOLIDAY**  
Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE  
Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

**REGISTERED APPRENTICES**  
Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-b

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

**ENTIRE COUNTIES**  
Dutchess, Orange, Putnam, Sullivan, Ulster

<b>WAGES</b>		
Per hour:	07/01/2024	12/02/2024
Building:		Additional
Tile, Marble,& Terrazzo Mechanic/Setter	\$ 58.06	\$ 0.63*

\*To be allocated at a later date.

<b>SUPPLEMENTAL BENEFITS</b>
Per Hour:
Journeyworker:
\$ 25.11*
+ 6.14

\* This portion of benefits subject to same premium rate as shown for overtime wages.

**OVERTIME PAY**  
See (B, E, Q) on OVERTIME PAGE  
Double time rate applies after 10 hours

**HOLIDAY**  
Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**  
Wage per hour:  
(Counties of Orange & Putnam)  
750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2024									
\$22.19	\$27.21	\$34.45	\$39.46	\$43.07	\$46.58	50.23	\$55.24	\$57.71	\$62.00

Supplemental Benefits per hour:  
(Counties of Orange & Putnam)



1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2024									
\$12.55*	\$12.55*	\$15.36*	\$15.36*	\$16.36*	\$17.86*	\$18.86*	\$18.86*	\$18.86*	\$24.11*
+ 0.76	+ 0.81	+ 0.91	+ 0.96	+ 1.43	+ 1.48	+ 1.91	+ 1.97	+ 4.57	+ 5.18

Wages per hour:  
(Counties of Dutchess, Sullivan, Ulster)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2024									
\$22.06	\$26.44	\$28.50	\$32.88	\$35.84	\$39.71	\$43.21	\$46.59	\$47.95	\$51.44

Supplemental Benefits per hour:  
(Counties of Dutchess, Sullivan, Ulster)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2024									
\$12.55*	\$12.55*	\$14.86*	\$14.86*	\$15.86*	\$16.36*	\$16.86*	\$17.86*	\$17.86*	\$22.61*
+ 0.76	+ 0.80	+ 0.85	+ 0.89	+ 1.35	+ 1.40	+ 1.82	+ 1.87	+ 4.93	+ 5.02

\* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52B

<b>Mason - Building</b>	<b>10/01/2024</b>
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**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Sullivan, Ulster

**WAGES**

Per hour:	07/01/2024	12/02/2024
Building		Additional

Tile, Marble, & Terrazzo Finisher	\$ 47.74	\$ 0.54*
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\*To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Journeyworker:

Per Hour	\$ 22.11*
	+ 6.01

\*This portion of benefits subject to same premium rate as shown for overtime wages

**OVERTIME PAY**

See (A, \*E, Q) on OVERTIME PAGE

Double time rate applies after 10 hours on Saturdays.

**HOLIDAY**

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88B-tf

<b>Mason - Building</b>	<b>10/01/2024</b>
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**JOB DESCRIPTION** Mason - Building

**DISTRICT** 11

**ENTIRE COUNTIES**



Putnam, Rockland, Westchester

### PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

### WAGES

Per hour:

07/01/2024

Bricklayer	\$ 47.44
Cement Mason	47.44
Plasterer/Stone Mason	47.44
Pointer/Caulker	47.44

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

### SHIFT WORK

SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular workday requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 38.50
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### OVERTIME PAY

OVERTIME:

Cement Mason See ( B, E, Q, W ) on OVERTIME PAGE.

All Others See ( B, E, Q ) on OVERTIME PAGE.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

### REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b

### Mason - Building

10/01/2024

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

### ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

### WAGES

Per Hour:

07/01/2024

01/06/2025

Marble Cutters & Setters

\$ 63.92

Additional  
\$ 0.75\*

\*To be allocated at a later date.

### SUPPLEMENTAL BENEFITS



Per Hour:

Journeyworker \$ 40.05

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage Per Hour:

07/01/2024

750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th
0- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750	6751- 7500	7500+
\$ 27.01	\$ 40.52	\$ 43.88	\$ 47.26	\$ 50.64	\$ 54.32	\$ 60.71	\$ 63.92

Supplemental Benefits per hour:

07/01/2024

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 26.42	\$ 29.76	\$ 30.61	\$ 31.44	\$ 32.28	\$ 37.55	\$ 39.23	\$ 40.05

9-7/4

**Mason - Heavy&Highway**

**10/01/2024**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Sullivan, Ulster

**PARTIAL COUNTIES**

Orange: Entire county except the Township of Tuxedo.

**WAGES**

Per hour:

07/01/2024

Bricklayer	\$ 46.95
Cement Mason	46.95
Marble/Stone Mason	46.95
Plasterer	46.95
Pointer/Caulker	46.95

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

**SHIFT WORK**

When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular workday requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 38.00

**OVERTIME PAY**

Cement Mason See ( B, E, Q, W )

All Others See ( B, E, Q )

**HOLIDAY**

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

- Supplemental Benefits are not paid for paid Holiday

- If Holiday is worked, Supplemental Benefits are paid for hours worked.



- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

## REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-H/H

## Mason - Heavy&Highway

10/01/2024

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 11

### ENTIRE COUNTIES

Putnam, Rockland, Westchester

### PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

### WAGES

Per hour:

07/01/2024

Bricklayer	\$ 47.94
Cement Mason	47.94
Marble/Stone Mason	47.94
Plasterer	47.94
Pointer/Caulker	47.94

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

### SHIFT WORK

When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular workday requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 38.50
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### OVERTIME PAY

Cement Mason	See ( B, E, Q, W )
All Others	See ( B, E, Q, )

### HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

- Supplemental Benefits are not paid for paid Holiday

- If Holiday is worked, Supplemental Benefits are paid for hours worked.

- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

## REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%



Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

**Operating Engineer - Building / Heavy&Highway**

**10/01/2024**

**JOB DESCRIPTION** Operating Engineer - Building / Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Delaware, Orange, Rockland, Sullivan, Ulster

**WAGES**

CLASS A5: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 140ft boom and over.

CLASS A4: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 100ft to 139ft boom.

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes with a boom under 100ft.

CLASS A2: Cranes, Derricks and Pile Drivers less than 100 tons with 140ft boom and over.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 100ft to 139ft boom.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with a boom under 100ft.; Autograde Combination Subgrader, Base Material Spreader and Base Trimmer (CMI and Similar Types); Autograde Pavement profiler (CMI and Similar Types); Autograde Pavement Profiler and Recycle type (CMI and Similar Type); Autograde Placer-Trimmed-Spreader Comb. (CMI & Similar types); Autograde Slipform Paver (CMI & Similar Types); Central Power Plants (all types); Chief of Party; Concrete Paving Machines; Drill (Bauer, AMI and Similar Types); Drillmaster, Quarrymaster (Down the Hole Drill), Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill; Draglines; Elevator Graders; Excavator; Front End Loaders (5 yds. and over); Gradall's; Grader-Rago; Helicopters (Co-Pilot); Helicopters (Communications Engineer); Juntann Pile Driver; Locomotive (Large); Mucking Machines; Pavement & Concrete Breaker, i.e., Superhammer & Hoe Ram; Roadway Surface Grinder; Prentice Truck; Scooper (Loader and Shovel); Shovels; Tree Chopper with Boom; Trench Machines (Cable Plow); Tunnel Boring Machine; Vacuum Truck

CLASS B: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of Bucket) not applicable to Pipehook; Boring and Drilling Machines; Brush Chopper, Shredder and Tree Shredder, Tree Shearer; Bulldozer (Fine Grade); Cableways; Carryalls; Concrete Pump; Concrete Pumping System, Pump Concrete and Similar Types; Conveyors (125 ft. and over); Drill Doctor (duties incl. Dust Collector Maintenance); Front End Loaders (2 yds. but less than 5 yds.); Graders (Finish); Groove Cutting Machine (Ride on Type); Heater Planer; Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist\*\*\*; Hydraulic Cranes-10 tons and under; Hydraulic Dredge; Hydro-Axe; Hydro Blaster; Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Log Skidder; Pans; Pavers (all) concrete; Plate and Frame Filter Press; Pumpcrete Machines, Squeezecrete & Concrete Pumping (regardless of size); Scrapers; Side Booms; "Straddle"Carrier-Ross and similar types; Winch Trucks (Hoisting); Whip Hammer

CLASS C: Asphalt Curbing Machine; Asphalt Plant Engineer; Asphalt Spreader; Autograde Tube Finisher and Texturing Machine (CMI & Similar types); Autograde Curecrete Machine (CMI & Similar Types); Autograde Curb Trimmer & Sidewalk, Shoulder, Slipform (CMI & Similar Types); Bar Bending Machines (Power); Barrier Moving Machine-Zipper; Batchers, Batching Plant and Crusher on Site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozer(except fine grade); Car Dumpers (Railroad); Compressor and Blower Type Units (used independently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressors (2 or 3 in Battery); Concrete Finishing Machines; Concrete cleaning decontamination machine operator; Concrete Saws and Cutters (Ride-on type); Concrete Spreaders (Hetzl, Rexomatic and Similar Types); Concrete Vibrators; Conveyors (under 125 feet); Crushing Machines; Directional Boring Machines; Ditching Machine-small (Ditch-witch, Vermeer, or Similar type); Dope Pots (Mechanical with or without pump); Dumpsters; Elevator; Fireman; Fork Lifts (Economobile, Lull and Similar Types of Equipment); Front End Loaders (1 yd. and over but under 2 yds.); Generators (2 or 3 in Battery); Giraffe Grinders; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibrator (in conjunction with Generator); Heavy Equipment Robotics Operator Technician; Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars; Hoppers; Hopper Doors (power operated); Hydro Blaster; Hydraulic Jacking Trailer; Ladders (motorized); Laddervator; Locomotive-dinky type; Maintenance -Utility Man; Master Environmental Maintenance Technician; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols; Pavement Breakers (small self - propelled ride on type-also maintains compressor hydraulic unit); Pavement Breaker-truck mounted; Pipe Bending Machine (Power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (Post Pounder & Auger); Pot Hole Killer Trucks or equivalent; Rod Bending Machines (Power); Roller-Black Top; Scales (Power); Seaman pulverizing mixer; Shoulder widener; Silos; Skidsteer (all attachments); Skimmer Machines (boom-type); Steel Cutting Machine (service & maintain); Tam Rock Drill; Tractors; Transfer Machine; Captain (Power Boats); Tug Master (powerboats); Ultra High Pressure Waterjet Cutting Tool System operator/maintenance technician; Vacuum Blasting Machine; Vibrating Plants (used in conjunction with unloading); Welder and Repair Mechanics



CLASS D: Brooms and Sweepers; Chippers; Compressor (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines-large diesel (1620 HP) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operation & Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yard); Generator (single); Grease, Gas, Fuel and Oil supply trucks; Heaters (Nelson or other type incl. Propane, Natural Gas or Flow type Units); Lights, Portable Generating Light Plants; Mixers (Concrete, small); Mulching Equipment (Operation and Maintenance of); Pumps (2 or less than 4 inch suction); Pumps (4 inch suction and over incl. submersible pumps); Pumps (Diesel Engine and Hydraulic-immaterial of power); Road Finishing Machines (small type); Rollers-grade, fill or stone base; Seeding Equip. (Operation and Maintenance of); Sprinkler & Water Pump Trucks (used on jobsite or in conjunction with jobsite); Steam Jennies and Boilers-irrespective of use; Stone Spreader; Tamping Machines, Vibrating Ride-on; Temporary Heating Plant (Nelson or other type, incl. Propane, Natural Gas or Flow Type Units); Water & Sprinkler Trucks (used on or in conjunction with jobsite); Welding Machines (Gas, Diesel, and/or Electric Converters of any type, single, two, or three in a battery); Wellpoint Systems (including installation by Bull Gang and Maintenance of)

CLASS E: Assistant Engineer/Oiler; Drillers Helper; Maintenance Apprentice (Deck Hand); Maintenance Apprentice (Oiler); Mechanics' Helper; Tire Repair and Maintenance; Transit/Instrument Man

WAGES:(per hour)

	07/01/2024	07/01/2025 Additional
Class A5	\$ 66.97 plus 5.00*	\$ 2.50***
Class A4	65.97 plus 5.00*	2.50***
Class A3	64.97 plus 5.00*	2.50***
Class A2	62.47 plus 5.00*	2.50***
Class A1	61.47 plus 5.00*	2.50***
Class A	60.47 plus 5.00*	2.50***
Class B	58.88 plus 5.00*	2.50***
Class C	56.97 plus 5.00*	2.50***
Class D	55.34 plus 5.00*	2.50***
Class E	51.63 plus 5.00*	2.50***
Safety Engineer	61.21 plus 5.00*	2.50***
Helicopter:		
Pilot/Engineer	62.29 plus 5.00*	2.50***
Co Pilot	60.47 plus 5.00*	2.50***
Communications Engineer	60.47 plus 5.00*	2.50***
Surveying:		
Chief of Party	60.47 plus 5.00*	2.50***
Transit/Instrument Man	51.63 plus 5.00*	2.50***
Rod/Chainman	51.05 plus 5.00*	2.50***
Additional \$0.75 for Survey work Tunnel under compressed air.		
Additional \$0.50 for Hydrographic work.		

\*The \$5.00 is added to the Class Base Wage for all hours worked. Additionally, the \$5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

\*\*Outside Material Hoist (Class B) receives additional \$ 1.00 per hour on 110 feet up to 199 feet total height, \$ 2.00 per hour on 200 feet and over total height.

\*\*\*To be allocated at a later date

- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

#### SHIFT WORK

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

#### SUPPLEMENTAL BENEFITS

Per hour:



Journeyman \$ 34.00\*

\*15% premium is also required on shift work benefits

#### OVERTIME PAY

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

\*15% premium is also required on shift work benefits

#### HOLIDAY

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

#### REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage:

1st year	60% of Class base wage plus \$5.00*
2nd year	70% of Class base wage plus \$5.00*
3rd year	80% of Class base wage plus \$5.00*
4th year	90% of Class base wage plus \$5.00*

\*The \$5.00 is added to the Class Base Wage for all hours worked. Additionally, the \$5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices \$ 34.00

11-825

#### Operating Engineer - Marine Dredging

10/01/2024

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT** 4

#### ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

#### WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour: 07/01/2024

CLASS A1 \$ 45.26

Deck Captain, Leverman,  
Mechanical Dredge Operator,  
Licensed Tug Operator 1000HP or more.

CLASS A2 40.33

Crane Operator (360 swing)

CLASS B To conform to Operating Engineer  
Dozer, Front Loader Prevailing Wage in locality where work  
Operator on Land is being performed including benefits.

CLASS B1 39.14

Derrick Operator (180 swing)  
Spider/Spill Barge Operator  
Operator II, Fill Placer, Engineer  
Chief Mate, Electrician, Chief Welder,  
Maintenance Engineer, Licensed Boat, Crew Boat Operator

CLASS B2 36.84

Certified Welder

CLASS C1 35.83

Drag Barge Operator,  
Steward, Mate,  
Assistant Fill Placer



CLASS C2 34.68  
Boat Operator

CLASS D 28.81  
Shoreman, Deckhand, Oiler,  
Rodman, Scowman, Cook,  
Messman, Porter/Janitor

### SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B \$ 12.00 plus 7%  
of straight time  
wage, Overtime hours  
add \$ 0.63

All Class C & D \$ 11.75 plus 7%  
of straight time  
wage, Overtime hours  
add \$ 0.50

### OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

## Operating Engineer - Steel Erectors

10/01/2024

**JOB DESCRIPTION** Operating Engineer - Steel Erectors

**DISTRICT** 11

### ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

### WAGES

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with a 140 ft. boom and over.

CLASS A2: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with up to a 139 ft. boom and under.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 140 ft. boom and over.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with up to a 139 ft. boom and under.

CLASS B: "A" Frame; Cherry Pickers(10 tons and under); Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms; Straddle Carrier

CLASS C: Aerial Platform used as Hoist; Compressors (2 or 3 in Battery); Concrete cleaning/ decontamination machine operator; Directional Boring Machines; Elevator or House Cars; Conveyers and Tugger Hoists; Fireman; Fork Lifts; Generators (2 or 3 in Battery); Heavy Equipment Robotics Operator/Technician; Master Environmental Maintenance Technician; Maintenance -Utility Man; Rod Bending Machines (Power); Captain(powerboat); Tug Master; Ultra High Pressure Waterjet Cutting Tool System; Vacuum Blasting Machine; Welding Machines(gas or electric,2 or 3 in battery, including diesels); Transfer Machine; Apprentice Engineer/Oiler with either one compressor or one welding machine when used for decontamination and remediation

CLASS D: Compressor (single); Welding Machines (Gas, Diesel, and/or Electric Converters of any type); Welding System Multiple (Rectifier Transformer type)

CLASS E: Assistant Engineer/Oiler; Maintenance Apprentice (Deck Hand);Drillers Helper; Maintenance Apprentice (Oiler); Mechanics' Helper; Transit/Instrument Man

WAGES:(per hour)

	07/01/2024	07/01/2025
		Additional
Class A3	\$ 68.99 plus 5.00*	\$ 2.50**
Class A2	67.33 plus 5.00*	2.50**
Class A1	64.49 plus 5.00*	2.50**
Class A	62.83 plus 5.00*	2.50**



Class B	60.04 plus 5.00*	2.50**
Class C	57.38 plus 5.00*	2.50**
Class D	55.85 plus 5.00*	2.50**
Class E	52.09 plus 5.00*	2.50**
Vacuum Truck	60.80 plus 5.00*	2.50**
Safety Engineer	61.66 plus 5.00*	2.50**

Helicopter:		
Pilot/Engineer	64.49 plus 5.00*	2.50**
Co Pilot	64.10 plus 5.00*	2.50**
Communications Engineer	64.10 plus 5.00*	2.50**

Surveying:		
Chief of Party	60.80 plus 5.00*	2.50**
Transit/Instrument man	52.09 plus 5.00*	2.50**
Rod/Chainman	51.05 plus 5.00*	2.50**

Additional \$0.75 for Survey work Tunnels under compressed air.

Additional \$0.50 for Hydrographic work.

\*The \$5.00 is added to the Class Base Wage for all hours worked. Additionally, the \$5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

\*\*To be allocated at a later date

- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

### SHIFT WORK

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 34.00\*

\*15% premium is also required on shift work benefits

### OVERTIME PAY

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

\*15% premium is also required on shift work benefits

### HOLIDAY

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

### REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage.

1st year	60% of Class base wage plus \$5.00*
2nd year	70% of Class base wage plus \$5.00*
3rd year	80% of Class base wage plus \$5.00*
4th year	90% of Class base wage plus \$5.00*

\*The \$5.00 is added to the Class Base Wage for all hours worked. Additionally, the \$5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices \$ 34.00



<b>Painter</b>	<b>10/01/2024</b>
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**JOB DESCRIPTION** Painter

**DISTRICT 1**

**ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

**WAGES**

Per hour

07/01/2024

05/01/2025

Additional

Brush/Paper Hanger	\$ 38.81	\$ 1.99*
Dry Wall Finisher	38.81	1.99*
Lead Abatement	38.81	1.99*
Sandblaster-Painter	38.81	1.99*
Spray Rate	39.81	1.99*

(\*) To be allocated at later date.

See Bridge Painting rates for the following work:

Structural Steel, all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyworker \$ 27.37

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour

Six (6) month terms at the following percentage of Journeyperson's wage

1st	2nd	3rd	4th	5th	6th
50%	55%	65%	75%	85%	95%

Supplemental Benefits per hour worked

1st term \$ 11.39  
All others 27.37

1-155

<b>Painter - Bridge &amp; Structural Steel</b>	<b>10/01/2024</b>
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**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per Hour:

STEEL:

Bridge Painting: 07/01/2024  
\$ 56.00  
+ 10.35\*

ADDITIONAL \$7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).



NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

### SHIFT WORK

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

### SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

\$ 12.43  
+ 31.55\*

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

### OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

### HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (4, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.

1st year \$ 22.40  
+ 4.14

2nd year \$ 33.60  
+ 6.21

3rd year \$ 44.80  
+ 8.28

Supplemental Benefits - Per hour:

1st year \$ 1.16  
+ 12.62

2nd year \$ 7.46  
+ 18.93

3rd year \$ 9.94  
+ 25.24

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

### Painter - Line Striping

10/01/2024

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT** 8

### ENTIRE COUNTIES

Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

### WAGES

Per hour:

Painter (Striping-Highway):	07/01/2024	04/01/2025	04/01/2026
Striping-Machine Operator*	\$ 34.12	\$ 35.49	\$ 36.93
Linerman Thermoplastic	41.12	42.74	44.44



Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

### SHIFT WORK

When directly specified in public agency or authority contract documents there shall be a 30% night shift premium pay differential for all work performed after 9:00pm and before 5:00am.

### SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:

Striping Machine Operator: \$23.65 \$ 24.30 \$ 24.95

Linerman Thermoplastic: 23.65 24.30 24.95

### OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

### HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

Overtime: See (5, 20) on HOLIDAY PAGE

### REGISTERED APPRENTICES

One (1) year terms at the following wage rates:

1st Term:	\$ 16.00	\$ 16.00	\$ 16.00
2nd Term:	20.47	21.29	22.16
3rd Term:	27.30	28.39	29.54

Supplemental Benefits per hour:

All terms:	\$ 23.65	\$ 24.30	\$ 24.95
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8-1456-LS

### Painter - Metal Polisher

10/01/2024

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT** 8

### ENTIRE COUNTIES

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

### WAGES

07/01/2024

Metal Polisher \$ 39.33

Metal Polisher\* 40.43

Metal Polisher\*\* 43.33

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Journeyworker:

All classification \$ 12.79

### OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

### HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

07/01/2024

1st year \$ 19.67

2nd year 21.63

3rd year 23.60

1st year\* \$ 22.06



2nd year*	22.07
3rd year*	24.14
1st year**	\$ 22.17
2nd year**	24.13
3rd year**	26.10

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

<b>Plumber</b>	<b>10/01/2024</b>
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**JOB DESCRIPTION** Plumber

**DISTRICT** 11

**ENTIRE COUNTIES**

Orange, Rockland, Sullivan

**PARTIAL COUNTIES**

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

**WAGES**

REFRIGERATION: For commercial and industrial refrigeration which means service, maintenance, and installation work where the combined compressor tonnage does not exceed 40 tons.

AIR CONDITIONING: Air conditioning to be installed that is water cooled shall not exceed 25 tons. This will include the piping of the component system and erection of water tower. Air conditioning that is air cooled shall not exceed 50 tons.

WAGES: (per hour)

	07/01/2024	05/01/2025
		Additional
Plumber	\$ 40.09	\$ 2.50*

\*To be allocated at a later date

Star Certification: an additional \$ 1.00 per hour over scale will be paid to all those who have Star Certification.

**SHIFT WORK**

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular workday or for 2nd and 3rd shift.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 36.78*
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\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

**OVERTIME PAY**

See (B, G, P, \*V) on OVERTIME PAGE

\* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

**HOLIDAY**

Paid: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1)year terms at the following wage.

	07/01/2024
1st term	\$ 18.04
2nd term	22.05
3rd term	26.06
4th term	30.07
5th term	34.08

Supplemental Benefits per hour:

Apprentices



1st term	\$ 16.62*
2nd term	20.29*
3rd term	23.95*
4th term	27.63*
5th term	31.19*

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.  
11-373 Refrig

<b>Plumber</b>	<b>10/01/2024</b>
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**JOB DESCRIPTION** Plumber

**DISTRICT** 11

**ENTIRE COUNTIES**

Orange, Rockland, Sullivan

**PARTIAL COUNTIES**

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

**WAGES**

WAGES:(per hour) 07/01/2024

Plumber/Steamfitter \$ 51.20

Note: For all work 40-60 feet above ground add \$ 0.25 per hour, over 60 feet add \$ 0.50 per hour.

**SHIFT WORK**

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular workday or for 2nd and 3rd shift.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 45.57

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

**OVERTIME PAY**

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

\* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

When a holiday falls on a Saturday, the day prior shall be considered and recognized as the holiday. When a holiday falls on a Sunday, the day proceeding shall be considered and recognized as the holiday to be observed.

**REGISTERED APPRENTICES**

(1) year terms at the following wages.

	07/01/2024
1st term	\$ 17.92
2nd term	23.04
3rd term	28.16
4th term	33.28
5th term	40.96

Supplemental Benefits per hour:

1st term	\$ 16.03*
2nd term	20.58*
3rd term	25.12*
4th term	29.68*
5th term	36.48*

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.  
11-373 SF

<b>Roofer</b>	<b>10/01/2024</b>
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**JOB DESCRIPTION** Roofer

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

**WAGES**



Per Hour: 07/01/2024

Roofer/Waterproofer \$ 48.50  
+ \$7.00\*

\* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

#### SUPPLEMENTAL BENEFITS

Per Hour: \$ 31.87

#### OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

#### HOLIDAY

Overtime: See (5, 6) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

( 1 ) year term apprentices indentured prior to 01/01/2023

	1st	2nd	3rd	4th
	\$ 16.97	\$ 24.25	\$ 29.10	\$ 36.37
		+ 3.50*	+ 4.20*	+ 5.26*
Supplements:				
	1st	2nd	3rd	4th
	\$ 4.10	\$ 16.17	\$ 19.31	\$ 24.02

\* This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

	1st	2nd	3rd	4th	5th
	\$ 18.43	\$ 21.82	\$ 24.25	\$ 29.10	\$ 36.37
		+ 3.16*	+ 3.50*	+ 4.20*	+ 5.26
Supplements:					
	1st	2nd	3rd	4th	5th
	\$ 7.73	\$ 14.59	\$ 16.17	\$ 19.31	\$ 24.02

\* This portion is not subjected to overtime premiums.

9-8R

#### Sheetmetal Worker

10/01/2024

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 8

#### ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

#### WAGES

07/01/2024  
SheetMetal Worker \$ 49.51  
+ 3.71\*

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

#### SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:  
10% increase for additional shifts for a minimum of five (5) days

#### SUPPLEMENTAL BENEFITS

Journeyworker \$ 46.20

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

	1st	2nd	3rd	4th	5th	6th	7th	8th
	\$ 20.20	\$ 20.81	\$ 23.12	\$ 25.42	\$ 27.74	\$ 30.08	\$ 32.86	\$ 35.63
	+ 1.48*	+ 1.67*	+ 1.86*	+ 2.04*	+ 2.23*	+ 2.41*	+ 2.60*	+ 2.78*

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



Supplemental Benefits per hour:

Apprentices	
1st term	\$ 18.07
2nd term	22.24
3rd term	24.71
4th term	27.21
5th term	29.67
6th term	32.12
7th term	34.12
8th term	36.15

8-38

Sprinkler Fitter

10/01/2024

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES  
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES  
Per hour 07/01/2024

Sprinkler \$ 53.34  
Fitter

SUPPLEMENTAL BENEFITS  
Per hour

Journeyworker \$ 30.77

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

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES  
Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 25.89	\$ 28.77	\$ 31.39	\$ 34.27	\$ 37.14	\$ 40.02	\$ 42.90	\$ 45.77	\$ 48.65	\$ 51.53

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.18	\$ 9.18	\$ 20.90	\$ 20.90	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15
1-669.2									

Teamster - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES  
Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES  
GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30-yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.



GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour) 07/01/2024

GROUP 1	\$ 34.58
GROUP 1A	35.72
GROUP 2	34.02
GROUP 3	33.80
GROUP 4	33.69
GROUP 5	33.57
GROUP 6	33.57

**NOTE ADDITIONAL PREMIUMS:**

- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

**SHIFT WORK**

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.

**SUPPLEMENTAL BENEFITS**

Per hour:

First 40 hours	\$ 44.59
Over 40 hours	36.99

**OVERTIME PAY**

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

\*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

\*\*Makeup day limited to the employees who were working on the site that week.

\*\*\*Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

**HOLIDAY**

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

Overtime: See (\*1) on HOLIDAY PAGE

- Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a days pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday or Sunday.

\*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

**Teamster - Delivery - Building / Heavy&Highway**

**10/01/2024**

**JOB DESCRIPTION** Teamster - Delivery - Building / Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Orange, Rockland, Sullivan, Ulster

**WAGES**

Group 1	Tractor Trailer Drivers
Group 2	Tri- Axle

Wages: 07/01/2024

Group 1	\$ 33.70
Group 2	29.70

Hazardous/Toxic Waste Removal additional 20% when personal protective equipment is required.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

First 40 hours	\$ 32.30
Over 40 hours	0.00

**OVERTIME PAY**

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



## HOLIDAY

Paid: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE  
Overtime: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

- Employee must work either the scheduled day of work before or the scheduled day of work after the holiday in the workweek.
- Any employee working one (1) day in the calendar week during which a holiday occurs shall receive a day's pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday.
- When any of the recognized holidays occur on Sunday and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

11-445 B/HH Delivery

## Welder

10/01/2024

### JOB DESCRIPTION Welder

DISTRICT 1

### ENTIRE COUNTIES

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

### WAGES

Per hour 07/01/2024

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

### OVERTIME PAY

### HOLIDAY

1-As Per Trade



## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays



- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)



## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 ) None
- ( 2 ) Labor Day
- ( 3 ) Memorial Day and Labor Day
- ( 4 ) Memorial Day and July 4th
- ( 5 ) Memorial Day, July 4th, and Labor Day
- ( 6 ) New Year's, Thanksgiving, and Christmas
- ( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 ) Good Friday
- ( 9 ) Lincoln's Birthday
- ( 10 ) Washington's Birthday
- ( 11 ) Columbus Day
- ( 12 ) Election Day
- ( 13 ) Presidential Election Day
- ( 14 ) 1/2 Day on Presidential Election Day
- ( 15 ) Veterans Day
- ( 16 ) Day after Thanksgiving
- ( 17 ) July 4th
- ( 18 ) 1/2 Day before Christmas
- ( 19 ) 1/2 Day before New Years
- ( 20 ) Thanksgiving
- ( 21 ) New Year's Day
- ( 22 ) Christmas
- ( 23 ) Day before Christmas
- ( 24 ) Day before New Year's
- ( 25 ) Presidents' Day
- ( 26 ) Martin Luther King, Jr. Day
- ( 27 ) Memorial Day
- ( 28 ) Easter Sunday



( 29 )      Juneteenth



**New York State Department of Labor - Bureau of Public Work**  
**State Office Building Campus**  
**Building 12 - Room 130**  
**Albany, New York 12226**

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

<p>1. Name and complete address <input type="checkbox"/> (Check if new or change)</p>  <p>Telephone _____ Fax _____</p> <p>E-Mail: _____</p>	<p>2. NY State Units (see Item 5).</p> <table style="width: 100%;"><tr><td><input type="checkbox"/> 01 DOT</td><td><input type="checkbox"/> 07 City</td></tr><tr><td><input type="checkbox"/> 02 OGS</td><td><input type="checkbox"/> 08 Local School District</td></tr><tr><td><input type="checkbox"/> 03 Dormitory Authority</td><td><input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District</td></tr><tr><td><input type="checkbox"/> 04 State University Construction Fund</td><td><input type="checkbox"/> 10 Village</td></tr><tr><td><input type="checkbox"/> 05 Mental Hygiene Facilities Corp.</td><td><input type="checkbox"/> 11 Town</td></tr><tr><td><input type="checkbox"/> 06 OTHER N.Y. STATE UNIT</td><td><input type="checkbox"/> 12 County</td></tr><tr><td></td><td><input type="checkbox"/> 13 Other Non-N.Y. State (Describe)</td></tr></table>	<input type="checkbox"/> 01 DOT	<input type="checkbox"/> 07 City	<input type="checkbox"/> 02 OGS	<input type="checkbox"/> 08 Local School District	<input type="checkbox"/> 03 Dormitory Authority	<input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District	<input type="checkbox"/> 04 State University Construction Fund	<input type="checkbox"/> 10 Village	<input type="checkbox"/> 05 Mental Hygiene Facilities Corp.	<input type="checkbox"/> 11 Town	<input type="checkbox"/> 06 OTHER N.Y. STATE UNIT	<input type="checkbox"/> 12 County		<input type="checkbox"/> 13 Other Non-N.Y. State (Describe)
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<input type="checkbox"/> 06 OTHER N.Y. STATE UNIT	<input type="checkbox"/> 12 County														
	<input type="checkbox"/> 13 Other Non-N.Y. State (Describe)														
<p>3. SEND REPLY TO <input type="checkbox"/> (check if new or change) Name and complete address:</p>  <p>Telephone _____ Fax _____</p> <p>E-Mail: _____</p>	<p>4. SERVICE REQUIRED. Check appropriate box and provide project information.</p> <p><input type="checkbox"/> New Schedule of Wages and Supplements. APPROXIMATE BID DATE : _____</p> <p><input type="checkbox"/> Additional Occupation and/or Redetermination</p> <table style="width: 100%;"><tr><td style="border: 1px solid black; padding: 5px; width: 50%;">PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :</td><td style="border: 1px solid black; padding: 5px; width: 50%;">OFFICE USE ONLY</td></tr></table>	PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :	OFFICE USE ONLY												
PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :	OFFICE USE ONLY														

**B. PROJECT PARTICULARS**

<p>5. <u>Project Title</u> _____</p> <p><u>Description of Work</u> _____</p> <p>_____</p> <p><u>Contract Identification Number</u> _____</p> <p><u>Note: For NYS units, the OSC Contract No.</u> _____</p>	<p>6. Location of Project: <u>Location on Site</u> _____</p> <p><u>Route No/Street Address</u> _____</p> <p><u>Village or City</u> _____</p> <p><u>Town</u> _____</p> <p><u>County</u> _____</p>																						
<p>7. Nature of Project - Check One:</p> <table style="width: 100%;"><tr><td><input type="checkbox"/> 1. New Building</td></tr><tr><td><input type="checkbox"/> 2. Addition to Existing Structure</td></tr><tr><td><input type="checkbox"/> 3. Heavy and Highway Construction (New and Repair)</td></tr><tr><td><input type="checkbox"/> 4. New Sewer or Waterline</td></tr><tr><td><input type="checkbox"/> 5. Other New Construction (Explain)</td></tr><tr><td><input type="checkbox"/> 6. Other Reconstruction, Maintenance, Repair or Alteration</td></tr><tr><td><input type="checkbox"/> 7. Demolition</td></tr><tr><td><input type="checkbox"/> 8. Building Service Contract</td></tr></table>	<input type="checkbox"/> 1. New Building	<input type="checkbox"/> 2. Addition to Existing Structure	<input type="checkbox"/> 3. Heavy and Highway Construction (New and Repair)	<input type="checkbox"/> 4. New Sewer or Waterline	<input type="checkbox"/> 5. Other New Construction (Explain)	<input type="checkbox"/> 6. Other Reconstruction, Maintenance, Repair or Alteration	<input type="checkbox"/> 7. Demolition	<input type="checkbox"/> 8. Building Service Contract	<p>8. OCCUPATION FOR PROJECT :</p> <table style="width: 100%;"><tr><td><input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)</td><td><input type="checkbox"/> Fuel Delivery</td></tr><tr><td><input type="checkbox"/> Tunnel</td><td><input type="checkbox"/> Guards, Watchmen</td></tr><tr><td><input type="checkbox"/> Residential</td><td><input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators</td></tr><tr><td><input type="checkbox"/> Landscape Maintenance</td><td><input type="checkbox"/> Moving furniture and equipment</td></tr><tr><td><input type="checkbox"/> Elevator maintenance</td><td><input type="checkbox"/> Trash and refuse removal</td></tr><tr><td><input type="checkbox"/> Exterminators, Fumigators</td><td><input type="checkbox"/> Window cleaners</td></tr><tr><td><input type="checkbox"/> Fire Safety Director, NYC Only</td><td><input type="checkbox"/> Other (Describe)</td></tr></table>	<input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)	<input type="checkbox"/> Fuel Delivery	<input type="checkbox"/> Tunnel	<input type="checkbox"/> Guards, Watchmen	<input type="checkbox"/> Residential	<input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators	<input type="checkbox"/> Landscape Maintenance	<input type="checkbox"/> Moving furniture and equipment	<input type="checkbox"/> Elevator maintenance	<input type="checkbox"/> Trash and refuse removal	<input type="checkbox"/> Exterminators, Fumigators	<input type="checkbox"/> Window cleaners	<input type="checkbox"/> Fire Safety Director, NYC Only	<input type="checkbox"/> Other (Describe)
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9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

**Signature**





NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

**For inquiries please call 518-457-5589.**







**NYSDOL Bureau of Public Work Debarment List    10/18/2024**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	NYC		CHARLES ZAHRAKKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026



**NYSDOL Bureau of Public Work Debarment List     10/18/2024**

**Article 8**

DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027



**NYSDOL Bureau of Public Work Debarment List     10/18/2024**

**Article 8**

DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028



**NYSDOL Bureau of Public Work Debarment List    10/18/2024**

**Article 8**

DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028



**NYSDOL Bureau of Public Work Debarment List     10/18/2024**

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DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLEN TOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RD POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025



**NYSDOL Bureau of Public Work Debarment List    10/18/2024**

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DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DA		SILVANO TRAVAJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029



**NYSDOL Bureau of Public Work Debarment List    10/18/2024**

**Article 8**

DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
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## FEDERAL WAGE RATES



"General Decision Number: NY20240007 11/08/2024

Superseded General Decision Number: NY20230007

State: New York

Construction Types: Building, Heavy and Highway

Counties: Dutchess, Orange, Sullivan and Ulster Counties in New York.

BUILDING CONSTRUCTION PROJECTS FOR ALL COUNTIES EXCEPT SULLIVAN (does not include single family homes and apartment up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 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 2024.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.



Modification Number	Publication Date
0	01/05/2024
1	02/09/2024
2	03/08/2024
3	04/05/2024
4	05/31/2024
5	07/05/2024
6	08/23/2024
7	08/30/2024
8	09/06/2024
9	09/27/2024
10	11/01/2024
11	11/08/2024

ASBE0040-003 05/01/2024

## SULLIVAN AND ULSTER COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Duties limited to preparation wetting; stripping; removal; scrapping; vacuuming; bagging; and disposing of all insulation materials whether they contain asbestos or not from mechanical systems.....	\$ 38.40	24.42
Insulator/asbestos worker (includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems).....	\$ 40.46	26.86

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ASBE0091-002 05/29/2023

## DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Duties limited to preparation, wetting, stripping, removal scrapping, vacuuming, bagging and disposing of all insulation materials; whether they contain asbestos or not from mechanical systems.....	\$ 44.97	47.35
Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 44.97	47.35

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BOIL0005-001 01/01/2024



	Rates	Fringes
BOILERMAKER.....	\$ 67.38	49.33+a

## FOOTNOTE:

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

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BRNY0005-001 06/01/2023

	Rates	Fringes
BRICKLAYER (BUILDING CONSTRUCTION)		
DUTCHESS, ORANGE (Excluding the town of Tuxedo) and ULSTER COUNTIES Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 45.00	36.89
ORANGE COUNTY (Town of Tuxedo) Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 45.89	37.45
BRICKLAYER (HEAVY CONSTRUCTION)		
DUTCHESS, ORANGE (Excluding the town of Tuxedo) and ULSTER COUNTIES Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 45.50	36.89
ORANGE COUNTY (Town of Tuxedo) Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 46.39	37.45
BRICKLAYER (HIGHWAY CONSTRUCTION)		
DUTCHESS, ORANGE (Excluding the town of Tuxedo), SULLIVAN and ULSTER COUNTIES Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 45.50	36.89

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CARP0279-005 07/01/2024

	Rates	Fringes
Carpenters:		
BUILDING CONSTRUCTION Carpenters, Millwrights, Pile Drivers.....	\$ 43.50	30.22
HEAVY & HIGHWAY CONSTRUCTION Carpenters, Millwrights, Pile Drivers.....	\$ 43.50	30.22

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CARP0740-002 07/01/2023



## DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 46.00	42.66
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CARP1556-005 07/01/2023		

## DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
Diver Tender.....	\$ 53.57	55.31
Diver.....	\$ 74.03	55.31
Dock Builder & Piledrivermen.....	\$ 59.16	55.31
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ELEC0363-001 04/01/2023		

	Rates	Fringes
ELECTRICIAN		
DUTCHESS (Remaining Townships), ULSTER AND SULLIVAN COUNTIES.....	\$ 45.50	3%+37.67+a
ORANGE and DUTCHESS (Townships of Fishkill, East Fishkill and Beacon) COUNTIES.....	\$ 49.50	3%+37.67+a

## FOOTNOTE:

a. Paid Holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

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ELEC1249-002 05/01/2023

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION-LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, AND TRAFFIC MONITORING SYSTEMS, ROAD WEATHER INFORMATION SYSTEMS)		
Flagman.....	\$ 30.36	7%+35.40
Groundman (Digging Machine Operator).....	\$ 45.54	7%+35.40
Groundman (Truck Driver)....	\$ 40.48	7%+35.40
Groundman Truck Driver (Tractor Trailer Unit).....	\$ 43.01	7%+35.40
Lineman and Technician.....	\$ 50.60	7%+38.40
Mechanic.....	\$ 40.48	7%+35.40

## PAID HOLIDAYS:

a. Memorial Day, New Year's Day, President's Day, Good Friday, Decoration Day, 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.

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ELEC1249-004 05/01/2023

	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.....	\$ 34.44	7%+35.40
Groundman digging machine operator.....	\$ 51.66	7%+35.40
Groundman truck driver (tractor trailer unit).....	\$ 48.79	7%+35.40
Groundman Truck driver.....	\$ 45.92	7%+35.40
Lineman and Technician.....	\$ 57.40	7%+38.40
Mechanic.....	\$ 45.92	7%+35.40
Substation:		
Cable Splicer.....	\$ 63.14	7%+38.40
Flagman.....	\$ 34.44	7%+35.40
Ground man truck driver....	\$ 45.92	7%+35.40
Groundman digging machine operator.....	\$ 51.66	7%+35.40
Groundman truck driver (tractor trailer unit).....	\$ 48.79	7%+35.40
Lineman & Technician.....	\$ 57.40	7%+38.40
Mechanic.....	\$ 45.92	7%+35.40
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.....	\$ 64.59	7%+38.40
Flagman.....	\$ 35.23	7%+35.40
Groundman Digging Machine Operator.....	\$ 52.85	7%+35.40



Groundman Truck Driver (tractor-trailer unit).....	\$ 49.91	7%+35.40
Groundman Truck Driver.....	\$ 46.98	7%+35.40
Lineman & Technician.....	\$ 58.72	7%+38.40
Mechanic.....	\$ 46.98	7%+35.40

## 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.

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ELEC1249-005 05/01/2023

## SULLIVAN COUNTY

	Rates	Fringes
ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL LINEMAN INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEM, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS.)		
Flagman.....	\$ 29.59	7%+35.40
Groundman (Digging Machine Operator).....	\$ 44.39	7%+35.40
Groundman (Truck Driver)....	\$ 39.46	7%+35.40
Groundman Truck Driver (tractor trailer unit).....	\$ 41.92	7%+35.40
Lineman & Technician.....	\$ 49.32	7%+38.40
Mechanic.....	\$ 39.46	7%+35.40

## 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.

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ELEC1249-008 01/01/2024

	Rates	Fringes
ELECTRICIAN (Line Construction) TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 39.24	3%+5.70
Groundman.....	\$ 19.74	3%+5.70
Installer Repairman- Teledata Lineman/Technician- Equipment Operator.....	\$ 37.24	3%+5.70
Tree Trimmer.....	\$ 31.45	3%+10.48



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.

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ELEV0138-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 70.15	37.885+a+b

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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ENGI0137-001 03/06/2017

DUTCHESS COUNTY (POUGHKEEPSIE AND SOUTH THEREOF)

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1A.....	\$ 53.95	28.52+a
GROUP 1B.....	\$ 49.68	28.52+a
GROUP 2A.....	\$ 52.03	28.52+a
GROUP 3A.....	\$ 50.11	28.52+a
GROUP 3B.....	\$ 47.67	28.52+a
GROUP 4A.....	\$ 49.60	28.52+a
GROUP 4B.....	\$ 41.85	28.52+a
GROUP 5.....	\$ 45.17	28.52+a
GROUP 5A.....	\$ 56.63	28.52+a
GROUP 5B.....	\$ 42.83	28.52+a
GROUP 6.....	\$ 44.92	28.52+a

NOTES: Hazmat: 20% above regular rate  
Pumping operation Premium .50

Crane Operators (100-149 ft) 2.00

Crane Operators (149 ft +) 3.00

Loader Operators (over 5 cu y) .50

Shovel Operators (over 4 cu yd) 1.00

FOOTNOTE:

a. New Years Day, Memorial Day, Independence Day, Labor Day Thanksgiving Day, Christmas Day, plus Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, November Election Day, Veteran's Day.

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist; crane & hoist engineer-steel (concrete, material, super structure sub- structure); derrick (stone-steel); elevator & cage; hoist- single/double or triple drum; hoist-portable



mobile unit; hoist engineer-concert (crane-derrick-mine hoist); hoist engineer- material; overhead crane; power house plant; telephies (cableway); whirly; maintenance engineer; Lull hiliift or similar; hydraulic crane 25 ton and over; cherry picker 25 tons and over; backhoe Oliver 88; fordson; dynahoe; dual purpose and similar machines; Barber Green Loader-euclid loader or similar type; conway or similar mucking macking machines; dragline; gradall; shovel; backhoe etc. (crawler or truck); front end loaders; hydraulic boom; jersey spreader; lift slab console; letournequ or tounapull (scrapers over 20 yds struck); mucking machines; pavement breaker (air ram); paver (concrete); road boring machine; road mix machines; ross carrier and similar machines; post hole digger; shovel (tunnels); side boom; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yds. trenching machines vermeer concrete saw trencher and similar; tractor type demolition equipment; winch truck (a frame); hydraulic crane over 10 ton up to 25 ton); cherry picker over 10 ton up to 25 ton)

GROUP 1-B: Compressor (steel erection); pulse meter and push button buzz box; elevator; mechanic (outside) all types; welder; scrapers 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers; roller 4 tons and over.

GROUP 2-A: Compactor self-propelled; grader; bulldoze D7 and similar tractors with a draw bar horsepower of 100 or over; bulldozer D6 and under; welder; scraper 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers.

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete mixing plants; concrete pump; firemen; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes); mixer concrete - 21E and over; portable asphalt plant; portable batch plant; portable crusher; quarry master; stone crusher; well drilling machine and well point system; cherry picker under 10 tons; hydraulic crane under 10 tons; concert buffy; one yard an up ride on dumper (benford or similar).

GROUP 3-B: Compressor over 125 cu. feet; conveyor belt machine regardless of size; lighting unit (portable & generator); welding machine (steel erection and excavation); and compressor plant; stud machine; ladder hoist.

GROUP 4-A: Air tractor drill; batch plant; bending machine; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepavac clean air machine (all similar types: removal of asbestos etc.); material hopper-sand-stone-cement; mixer-concrete-under 21E; mulching grass spreader; pump-gypsum, etc., pump-plaster-grout -fireproofing; shop mechanic (not employed on job site); roller under 4 ton; spreading and fine grading machine; steel cutting machine; syphon pump-air-steam; tar joint machine; turbo jet burner or similar equipment; vibrator (1 to 5); fine grading machine; roof hoist (tugger hoist); television cameras-water- sewer-gas-etc.

GROUP 4-B: Compressor to 125 feet; dust; dust collector;



heater all types; pump; pump station (water and sewer);  
steam jenny; sweeper; chipper; mulcher.

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

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ENGI0137-007 03/06/2017

Poughkeepsie and South thereof

	Rates	Fringes
Power Equipment Operator (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 58.54	28.15+a
GROUP 1-A.....	\$ 51.68	28.15+a
GROUP 1-B.....	\$ 54.42	28.15+a
GROUP 2-A.....	\$ 49.52	28.15+a
GROUP 2-B.....	\$ 51.05	28.15+a
GROUP 3.....	\$ 48.67	28.15+a
GROUP 4-A.....	\$ 44.29	28.15+a
GROUP 4-B.....	\$ 38.13	28.15+a
GROUP 5.....	\$ 54.69	28.15+a
GROUP 5-A-1.....	\$ 54.69	28.15+a
GROUP 5-A-2.....	\$ 66.22	28.15+a
GROUP 5-A-3.....	\$ 63.97	28.15+a
GROUP 5-A-4.....	\$ 60.03	28.15+a
GROUP 5-A-5.....	\$ 50.65	28.15+a

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Boom Truck; Cherry Picker; Clamshell; Crane,  
(Crawler, Truck); Dragline; Rough Terrain Crane

GROUP 1-A: Auger; Auto Grader; Dynahoe and Dual purpose and  
similar machines; Boat Captain; Boring Machine (all types);  
Bull Dozer-all sizes; Central Mix Plant Operator;  
Chipper-all types; Close circuit t.v.; Compactor with  
Blade; Concrete Portable Hoist; C.M.I. or similar; Conway  
or similar mucking machines; Gradall, Shovel Backhoe, etc.  
Grader; Derrick, (Stone- Steel; Elevator & cage, materials  
or passengers; Front end loaders over 1 1/2 yds.; Hoist  
Single, Double, Triple Drum, Hoist Portable Mobile Unit;  
Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist); Hoist  
Engineer-Material, Hydraulic Boom; Letourneau or Tournapull  
(Scrapers over 20 yds. struck); Log Skidder; Movable  
Concrete Barrier Transfer & Transport Vehicle; mucking  
machines; overhead crane; paver (concrete); pulsemeter;  
push button (buzz box) elevator; road mix machines; Robot  
Hammer (brock or similar), Ross carrier and similar  
machines; shovels (tunnels); side boom; Slip Form Machine;  
spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2  
yards; trenching machines; telephies- vermeer concrete saw  
trencher and/or similar; tractor-type demolition equipment,  
Whirly

GROUP 1-B: Road Paver, Asphalt

GROUP 2-A: Ballast Regulators; Compactor self-propelled; Cow



Tracks; Fusion Machine; Rail Anchor Machines; Roller 4 ton and over; Scrapers - 20 yards struck; Switch Tampers; Vibratory roller, etc.

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant; boiler (high pressure; concrete breaker; concrete pump concrete spreader; curb cutter machine; farm tractor (all types); finishing machine (concrete); fine grading machine; fireman; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer; machine pulling sheeps foot roller; material hopper; mixer concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbojet burner or similar; well drilling machine ; winch truck ""A"" frame. John Henry Drill or similar.

GROUP 4-A: Service men (fuel or grease truck).

GROUP 4-B: Oiler; Compressor - compressor plant; paint compressor-steel erection; conveyor belt machine; lighting unit (portable & generator); oiler; pumps - pump station-water-sewer- gypsum- plaster, etc.; roller-motorized (walk-behind); welding machine (steel erection excavation); well point system; bending machine; dust collector; mixer - concrete under 21-E; heater all types; steam jenny; syphon pump-air-steam; tar joint machine; vibrator (1 to 5); Compressor Truck Mounted (2-6)

GROUP 5: Oiler

GROUP 5-A-1: Master Mechanic

GROUP 5-A-2: Engineer - all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 5-A-3: Engineer-- Pile Driver

GROUP 5-A-4: Hoist Engineer- Steel -Sub Structure

GROUP 5-A-5: Jersey-spreader, pavement breaker (air ram); Post Hole Digger

NOTES:

Loader Operator (over 5 cu yds)	.50
Shoval Operators (over 4 cu yd)	1.00
Hazmat premium over regular rate	20%

CRANES:

100 ft- 149 ft: receive \$2.00 more than Group 1 rate  
149 ft and over receive \$3.00 more than Group 1 rate

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Lincoln's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; November Election Day; Thanksgiving Day; and Christmas Day



ENGI0158-006 07/01/2024

## NORTHERN PART OF DUTCHESS (TO THE NORTHERN BOUNDARY LINE OF THE CITY OF POUGHKEEPSIE) BUILDING CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP A(1).....	\$ 53.11	32.58
1.....	\$ 49.06	30.74
2.....	\$ 50.06	30.74
GROUP A.....	\$ 52.62	32.58
GROUP B.....	\$ 51.60	32.58
GROUP C.....	\$ 48.70	32.58

Hazardous work - Anytime Operating Engineers are involved with level C or above, \$2.50 per hour over regular rate.

## FOOTNOTE:

a. Paid Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A(1): Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirllies, dragline, boom truck (over 5 tons)

## GROUP A(1): Crane Premiums

- 1 over 150' :add \$1.00
- 2 over 200': add \$2.00

GROUP A: Shovel, All excavator (except tractor mounted rubber tired John Deere 510 or smaller), gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, Belcrete system, automated asphalt concrete plant and tractor road paver, boom truck (5 tons and under).

GROUP B: Backhoe, (tractor mounted rubber tired equivalent to John Deere 510 or less), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hosting (single drum), hoist - two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller.

GROUP C: Fork lift, high lift, lull, Oiler, fireman and heavy- duty greaser, boilers, and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, concrete pumps, electric submersible pump 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer and belcrete power pack



(belcrete system), seeding, and mulching machines, pumps.

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 ENGI0158-018 07/01/2024

NORTHERN PART OF DUTCHESS (To The Northern Boundary line of the  
 City of Poughkeepsie)

	Rates	Fringes
Power Equipment Operator		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 54.90	32.45
GROUP 2.....	\$ 53.99	32.45
GROUP 3.....	\$ 51.42	32.45
GROUP 4.....	\$ 60.90	32.45
GROUP 5.....	\$ 59.40	32.45
GROUP 6.....	\$ 57.90	32.45
GROUP 7.....	\$ 57.01	32.45

#### POWER EQUIPMENT OPERATORS HEAVY & HIGHWAY CLASSIFICATIONS

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, Guniting 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, Revinius 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 Insertter, 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

#### FOOTNOTES:

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

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ENGI0825-007 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

	Rates	Fringes
Power Equipment Operator		
BUILDING, HEAVY & HIGHWAY		
GROUP 1.....	\$ 50.57	30.30
GROUP 2.....	\$ 48.98	30.30
GROUP 3.....	\$ 47.07	30.30
GROUP 4.....	\$ 45.44	30.30
GROUP 5.....	\$ 43.73	30.30
GROUP 6.....	\$ 52.39	30.30

#### NOTES:

Hazmat Premium 20%  
Hydrographic Premium .50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BLDG, HEAVY & HWY)

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Type);  
utograde-Pavement-Profiler (CMI and Similar



Types); Autograde Slipform Paver (CMI and Similar Types); Backhoe; Central Power Plants (all types); Concrete Paving Machine (s-240 and Similar Types); Cranes (All Types, Including Overhead and Straddle Traveling Type); Cranes, Gantry; Derricks (Land, Floating or Chicago Boom Type); Drillmaster/Quartmaster (Down the Hole Drill) Rotary Drill; Self-Propelled, Hydraulic Drill, Self-Powered Drill Draglines, Elevator Graders, Front End Loaders (5 yds. and over), Gradalls, Grader: Rago, Helicopters (Copilot), Helicopters, (Communication Engineer), Locomotive (large), Mucking Machines, Pavement and Concrete Breaker (Superhammer, Hoe Ram, Brokk 250 and Similar Types), Pile Driver (length of boom including length of leads shall determine premium rate applicable), Roadway Surface Grinder Scooper (loader and shovel), Shovels, Tree Chopper with Boom, Trench Machines, Tunnel Boring Machines.

GROUP 2: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of bucket) not applicable to Pipehook) Boring and Drilling Machines, Brush Chopper, Shredder and Tree Shredder Tree Shearer, Cableways, Carry-alls, Concrete Pump, Concrete Pumping System, Pumpcrete and Similar Types, Conveyors, 125 ft and over; Drill Doctor (duties include dust collector, maintenance), Front End Loader (22 yds. but less than 2 yds.), Graders (Finish); Groove Cutting Machine (ride on type), Heater Planer; Hoists: (all type hoists, Shall Also Include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft, Caisson, Snorkel Roof, and or any other similar type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type). Long Boom Rate to Be Applied if Hoist is "outside material lower hoist"; Hydraulic Cranes-10tons and Under; Hydro-Axe; Hydro-Blaster; Jacket (Screw Air Hydraulic Power Operated Unit or Console Type: Not Hand Jack or Pile Load Test Type), Log Skidder; Pans, Pavers (all) Concrete; Plate and Frame Filter Press; Pumpcrete Machines; Squeeze Crete and Concrete Pumping (regardless of size); Scrapers; Sidebooms; Straddle Carrier, Ross and Similar Types; Vacuum Truck; Whip Hammer; Winch Trucks (Hoisting).

GROUP 3: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreader; Autograde Tube Finisher & Texturing Machine (CMI and Similar types) Autograde Curecrete Machine (CMI and Similar Types); Bar Bending Machines (power), Batchers, Batching Plant and Crusher on-site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozers (all); Car Dumpers (A:road); Chief of Party; Compressor and Blower Type Units (used) Independently or Mounted On Dual Purpose Trucks, On Job Site or In Conduction with Job Site, In Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressor 92 or 3 in Battery); Concrete Finishing Machines; Concrete Saws and Cutters (ride on type); Concrete Spreaders, Hetzel, Rexomatic and Similar types; Concrete Vibrators; Conveyors, Under 125 ft), Crushing Machines, Ditching Machine, Small (ditchwitch, Vermeer or Similar type); Dope Dots (mechanical with or without pump), dumpsters; Elevator; Fireman; Forklifts (economobile, lull, and similar types of equipment); Front End Loaders (1 yd. and over but less than 2 yds.); Generators (2 or 3 in Battery/ within 100 ft); Giraffe Grinders, Graders and Motor Patrols; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibratory (in conduction with generators); Hoists (Roof, Tuggeraerial



Platform Hoist and House Cars), Hoppers, Hoppers Doors (power operated); Hydro-Blaster (where required); Ladders (Motorized); Laddervator; Locomotive, Dinky type; Maintenance, Utility Man; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols and Graders; Pavement Breakers, Small, Self-Propelled ride on type (also maintains compressor or hydraulic unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (post pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer; Shoulder Widener; Silos; Skimmer Machines (Boom Type); Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conduction with unloading); welder and Repair Machines. Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator; Master environmental maintenance operator; Ultra high pressure waterjet cutting tool system operator; maintenance operator; Vacuum blasting machine operator

GROUP 4: Brooms and Sweepers; Chippers; Compressors (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines, Large Diesel (1620 h.p.) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operator and Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yd); Generator (single); Grease, Gas, Fuel and Oil Supply Trucks; Heaters (Nelson or Other Type Including Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers, Concrete Small; Mulching Equipment (Operation and Maintenance of); Pumps (2 of Less Than 4 Inch Suction); Pumps 94 Inch Suction and Over Including Submersible Pumps); Pumps (Diesel Engine and Hydraulic); Immaterial of Power; Road Finishing Machines (Small Type); Rollers, Grade, Full Or Stone Base; Seeding Equipment (Operation and maintenance of); Sprinkler and Water Pump Trucks (Used on job Site or in conduction with Job Site); Steam Jennies and Boilers, Irrespective of Use; Stone Spreader; Tamping Machines, Vibrating Ride On; Temporary Heating Plant (nelson or Other Type, Including Propane, Natural Gas or Flow Type Units); Water and Sprinkler Trucks (Used On Job Site In Conduction with Job Site); Welding Machines-Within 100 ft (Gas, and /or Electric Converters of any type, single, tow or three in a battery). welding system, multiple (rectifier transformer type) well point systems (including installation by bull gang and maintenance of); Off Road back dumps.

GROUP 5: Oiler

GROUP 6: Helicopter Pilot

a. PAID HOLIDAYS: New Years Day, Washington's Birthday Memorial Day, July 4th, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day during the calendar week in which the holiday occurs.

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ENGI0825-008 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES



	Rates	Fringes
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## Power equipment operators:

## BUILDING CONSTRUCTION

## STEEL ERECTION

GROUP 1.....	\$ 59.09	30.30
GROUP 2.....	\$ 57.43	30.30
GROUP 3.....	\$ 50.14	30.30
GROUP 4.....	\$ 47.48	30.30
GROUP 5.....	\$ 45.95	30.30
GROUP 6.....	\$ 44.19	30.30
GROUP 7.....	\$ 53.70	30.30

## BUILDING CONSTRUCTION TANK

## ERECTION

GROUP 1.....	\$ 58.81	30.30
GROUP 2.....	\$ 57.22	30.30
GROUP 3.....	\$ 53.70	30.30
GROUP 4.....	\$ 50.13	30.30
GROUP 5.....	\$ 44.92	30.30

## OILSTATIC MAINLINES AND

## TRANSPORTATION PIPE LINES

GROUP 1.....	\$ 51.20	30.30
GROUP 2.....	\$ 49.55	30.30
GROUP 3.....	\$ 47.41	30.30
GROUP 4.....	\$ 45.91	30.30
GROUP 5.....	\$ 44.19	30.30
GROUP 6.....	\$ 53.13	30.30

## NOTES:

Hydrographic Premium	50
Hazmat Premium	20%
Tunnel Premium	.75

## STEEL ERECTION CLASSIFICATIONS

GROUP 1: Cranes (All Cranes, Land or Floating with Booms Including Jib 140 ft and over, Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms including Jib 140 ft and over above ground).

GROUP 2: Cranes (All Cranes, Land or Floating with Booms Including Jib Less Than 140 ft Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms Including Jib Less Than 140 ft above Ground).

GROUP 3: ""A"" Frame, Cherry Pickers 10 tons and under, Hoists Shall Also Include Steam, Gas, Desel, Electric, Air Hydraulic, Single and Double Drum Concrete, Brick Shaft Caisson, or Any Other Similar Type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type; Jacks: Screw Air Hydraulic Power Operated unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms.

GROUP 4: Aerial Platform used as Hoist; Compressor: 2 or 3 in Battery; Elevators or House Cars; Conveyors and Tugger Hosits; Chief of Party; Firemanp; Forklift; Generators (2 or 3); Maintenance (Utility Man); Rod Bending Machine (power); Welding Machines (Gas or Electric, 2 or 3 in Battery, Including Diesels); Captain: Power Boats: Tug Master: Power Boats.

GROUP 5: Compressor, Single; Welding Machine, Single, Gas, Diesel, and Electric Converters of any Type: Welding System Multiple (Rectifier Transformer Type); Generator, Single.



GROUP 6: Oiler

GROUP 7: Helicopter Pilot .

FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the calendar week during which the holiday occurs.

#### For BUILDING CONSTRUCTION TANK ERECTION CLASSIFICATIONS

NOTES: Tunnel Premium	.75
Hazmat Premium	20%
Hydrographic Premium	.50

#### TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers on all Cranes, Derricks, ets with Booms Including Jib 140 ft or More Above Ground.

GROUP 2: Operating Engineer on all Equipment, Including Cranes, Derricks, ets with Booms Including Jib, Less Than 140 ft above the ground.

GROUP 3: Helicopter Pilot Engineer.

GROUP 4: Air Compressors, Welding Machines and Generators are Covered and are Defined as Cover: Gas, Diesel, or Electric Driven Equipment and Sources of Power from a Permanent Plant: ie: Staem, Compressed Air, Hydraulic or Other Power, For The Operating of any Machine or Automatic Tools, Used In The Erection, Alteration, Repair and Dismantling of Tanks and Any and All "Dual Purpose" Trucks Used On The Construction Job Site, or in the Loading and Unloading of Materials, at the Construction Job Sited or in Conjunction with the Job Site.

GROUP 5: Oiler

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day provided the Employee works one day in the calendar week during which the holiday occurs

#### For OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINE CLASSIFICATIONS

NOTES:	
Hydrographic Premium	.50
Hazmat Premium	20%
Tunnel Premium	.75

#### OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

GROUP 1: Backhoe; Cranes (all types); Draglines, Front End Loaders (5yds. and over), Gradalls, Helicopters (co-pilot),



Helicopters (Communication Engineer); Scooper (Loader and Shovel) Koehring; Trench Machines.

GROUP 2: ""A"" Frame; Backhoe (Combination Hoe Loader); Boring and Drilling Machines; Ditching Machines, Small, Ditchwitch, Vermeer or Similar type; Forklifts; Front End Loaders 92 yds. and over but less than 5 yds.); Graders, Finish (fine); Hydraulic Cranes 10 tons and under (over 10 tons) Cranes Rate Applies); Side Booms: Winch Trucks (Hoisting).

GROUP 3: Backfiller; Brooms and Sweepers; Bulldozers; Compressor (2 or 3 in battery); Chief of Party; Front End Loaders (under 2 yds); Generators; Giraffe Grinders; Graders and Motor Patrols; Machnic; Pipe Bending Machine (power); Tractors; Water and Sprinkler Trucks used on Job Site or in Conduction with Job Site); Welder and Repair Mechanic; Captain (power boats); Tug Master (power boats).

GROUP 4: Compressor (single); Dope Pots (Mechanical with or without Pump); Dust Collectors; Pumps (4 inch suction and over); Pumps (2 of less than 4 inche suction); Pumps, Diesel Engine and Hydraulic (immaterial of power); Welding Machines, Gas or Electric Converters of any type- 2 or 3 in Battery Mulptle Welders; Well Point Systems (including installation and Maintenance); Fram Tractors.

GROUP 5: Oiler, grease, gas, fuel and oil supply trucks; Tire repair and maintenance

GROUP 6: Helicopter Pilot

#### FOOTNOTE:

a. Paid Holidays: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day and Christmas Day provided the Employee works one day in calendar week during which the holidays occurs.

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IRON0417-001 07/01/2024

	Rates	Fringes
IRONWORKER.....	\$ 42.38	47.70+a

a) Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving (unpaid), Christmas Day.

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\* LAB00017-002 06/01/2023

	Rates	Fringes
LABORER		
DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (BUILDING CONSTRUCTION)		
GROUP 1.....	\$ 35.95	27.15
GROUP 2.....	\$ 37.75	27.15



DUTCHESS COUNTY (Asbestos,  
lead, toxic and hazardous  
waste abatement and any  
other environmental  
related work): (HEAVY &  
HIGHWAY:)

GROUP 2.....	\$ 44.80	32.45+a
GROUP 3.....	\$ 49.40	32.45+a

ORANGE AND ULSTER COUNTIES  
(BUILDING CONSTRUCTION:)

GROUP 1.....	\$ 35.95	27.15
GROUP 2.....	\$ 37.75	27.15
GROUP 3.....	\$ 40.50	27.15

ORANGE, ULSTER, AND  
SULLIVAN COUNTIES (HEAVY &  
HIGHWAY)

GROUP 1.....	\$ 40.80	32.45+a
GROUP 2.....	\$ 44.80	32.45+a
GROUP 3.....	\$ 49.40	32.45+a
GROUP 4.....	\$ 54.70	32.45+a

TUNNEL, SHAFT & CAISSON  
WORK

GROUP 1.....	\$ 48.05	29.50+a
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#### LABORERS BUILDING CLASSIFICATIONS

GROUP 1: Custodial work, flag person, portable generator tender, portable pump tender, pitman and dumpman, firewatch, temporary heat tender, temporary light tender, traffic control, tool room tender; Artificial turf, air chipping hammer acoustic pump and mixer, carpenter tender, concrete, concrete curb and sidewalk form setter, concrete form stripping, concrete sealing, concrete curing, concrete finisher, concrete vibrator, compressor, clean up after trades, dismantling demolition, excavation, fireproofing, foundation and building piping, pump and mixer, gunite, general clean up, grade checker, grading and backfilling, hoists, hod carrier, landscaping, mason tender, multi building trades tender, jackhammer, pavement breaker, poured gypsum roof work, power tampers, power walk behind roller, pressure blasting, power mixer, scaffolding, snow removal, signal person, sandblasting, styrofoam and similar installation, radio control equipment including but not limited to radio control tampers and rollers, radio control excavator, all erecting and dismantling of scaffold for masonry regardless of height, walking and riding power buggies, temporary weather protection, wrecking, waterproofing, stone and tile tenders, radio controlled hammers and breakers, unloading of trucks, air track, assembling and placing gabion baskets, asphalt, blaster, bob cat type machine for demo and clean up, chain link fence, chain saw, chipping hammer, concrete conveyor belt, saw, core drill, corrugated pipe, construction specialist, cleaning machine, concrete form setter, conduit layer, cutting torch, discharge pipe, drill chuck tender, duct bank layer, explosive handler, hydraulic splitter, granite or stone curbing, handler, joy and jib drill, Ingersoll Rand heavy duty crawler master type HCMZ drill machines or equivalent, laser level, nonmetallic pipe layer, metallic pipe layer, LeRoi hydraulic drill or similar, mega mixer, power fork lift, prestressed and precast concrete, power brush cutter, pump crete machine, retaining walls, rip rap, retention and toxic and hazardous waste liners, setting of block, setting of block, setting of brick, setting of stone, sound barriers, transit under laborers jurisdiction,



tow behind concrete or grout pump, traffic and pedestrian stripping, surface planner, manufactured curb, walk behind surface planner, wagon drill, welding; \* asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Forklift for masonry purposes

GROUP 3: Asbestos Abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

#### BUILDING CLASSIFICATIONS

GROUP 1: Asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

#### LABORERS HEAVY AND HIGHWAY CLASSIFICATIONS

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striper, scaffold builder, concrete curb and sidewalk from setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipelining and relining, wellpoints, conduit and duct layer, wire puller rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement



when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Guniting nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, lase men. Ground man on milling machine.

GROUP 3: Ingersoll Rand eavy duty crawler master type HCMZ any drill using 4"" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe, concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman.

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman.

#### HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement; when protective equipment and clothing are not required.

GROUP 2: Asbestos toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required.

#### FOOTNOTE:

PAID HOLIDAYS: New Years Day, Presidents's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

#### TUNNEL, SHAFT & CASSION CLASSIFICATIONS

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and Powder; Miner and all mavhine men, Safety Miner, all shaft work, casson work, drilling, blow pipe, all air tools, tugger scaling, nipper gunniting srom pot to nozzle, bit grinder, singal man (top and bottom), shift steward, concrete man, shield driven tunnel, mixed face and soft ground liner plate tunnel in free air.

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LAB00235-003 05/01/2016

#### DUTCHESS COUNTY

	Rates	Fringes
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#### Laborers:

##### BUILDING CONSTRUCTION

GROUP 1.....	\$ 33.30	26.25
GROUP 2.....	\$ 33.30	26.25
GROUP 3.....	\$ 33.30	26.25

#### LABORERS CLASSIFICATIONS (BUILDING)



GROUP 1: Mason tenders, carpenter tenders, laborer stripping and cleaning forms, laborer grading and digging ditches, sweepers, cleaners.

GROUP 2: Hod carriers, plasterers' tenders, scaffold builders (padlock and self-supporting scaffold 14 ft. or under all runways, mortar mixers) machine and hand, concrete mixers by machine under 21e, vibrators, form setters, asphalt rakers, handling reinforcement rods, drillers, jackhammer, operator, signalman, gunniting, motorbugs, water pump 2" or under barco machine, wreckers, paving breakers, power saw operators, other machine operators.

GROUP 3: Blasters, Laser beam operator.

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LAB00235-005 05/01/2023

DUTCHESS COUNTY

	Rates	Fringes
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Laborers:

HEAVY & HIGHWAY

GROUP 1.....	\$ 36.45	27.80+a
GROUP 2.....	\$ 42.80	27.80+a
GROUP 3.....	\$ 43.90	27.80+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson, placing and maintenance of all flares, cones, light, signs, barricades, traffic control, custodial work, traffic directors, temporary heat or light tenders, tool rooms.

GROUP 2: General Laborers, Dumpman, Pitman, Concrete Man, Signal Man, Pipelayer, Rip Rap, Dry Stone Layer, Jackhammer, Powderman, Highscalers, Power Buggy Operator, Steel Rod Carrier, Vibratory Operator, Other Machine Operator, Wrecking, Vibrator Operator-Compactor, Guniting and Sand Blasting, Water Pump 2" or under, Nipper, Chucker, Asphalt Workers.

GROUP 3: Asphalt Raker, Asphalt Screeman, Drillers (all), Laser Beam Operator, Form Setter/Aligners, Blasters.

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Good Friday, Washington's Birthday, November Election Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and Christmas Day and Veteran's Day.

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PAIN0009-004 05/01/2024

DUTCHESS, ORANGE, SULLIVAN and ULSTER COUNTIES

	Rates	Fringes
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GLAZIER.....	\$ 49.00	55.75
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PAIN0155-003 05/01/2021

	Rates	Fringes
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## Painters:

Drywall Finishers.....	\$ 35.94	24.66
Lead Abatement Work.....	\$ 35.94	24.66
Painter/Paperhanger.....	\$ 35.94	24.66
Spray Rate.....	\$ 36.94	24.66

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PAIN0806-008 10/01/2023

## DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES

Rates	Fringes
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## PAINTER

Structural steel and Bridge.	\$ 56.00	54.33
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PLUM0021-005 05/01/2024

## ZONE 2

## DUTCHESS COUNTY AND THE REMAINDER OF ULSTER COUNTY

Rates	Fringes
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PLUMBER/PIPEFITTER.....	\$ 59.35	43.61
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PLUM0373-002 05/01/2024

ORANGE COUNTY Towns of Lakeville, Four Corners, Sterling Forest, Tuxedo Park, Southfields, Arden, Newburgh Junction, Greenwood Lake, Monroe, Harriman, Woodbury Falls, Woodbury, Woodbury Station, Central Valley, and the Palisades Interstate Park and Bear Mountain Park

Rates	Fringes
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Plumber; Steamfitter.....	\$ 51.20	45.57
REFRIGERATION MECHANIC.....	\$ 40.09	36.42

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PLUM0373-003 05/01/2024

SULLIVAN COUNTY (Townships of Lumberland, Forestburgh, Highland, Tusten, Mamakating, Fallsburgh, Thompson, Bethel, Cohecton, Delaware, Freemont, Callicoon, Liberty, Monticello, Neversink and Rockland); ORANGE COUNTY (Remaining Townships) and ULSTER COUNTY (Towns of Shawangurk, Wawarsing, Plattekill, Marlboro and Ellenville up to Napanoch Prison)

Rates	Fringes
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Plumber; Steamfitter.....	\$ 51.20	45.57
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ROOF0008-002 05/01/2024

Rates	Fringes
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ROOFER.....	\$ 48.50	38.87
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SFNY0669-002 04/01/2024

Rates	Fringes
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SPRINKLER FITTER.....	\$ 53.34	30.77
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SHEE0038-001 07/01/2024

	Rates	Fringes
Sheet metal worker.....	\$ 53.22	46.20

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\* TEAM0445-001 05/01/2024

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 36.32	45.14+a
GROUP 1A.....	\$ 37.44	45.14+a
GROUP 2.....	\$ 37.44	45.14+a
GROUP 3.....	\$ 35.54	45.14+a
GROUP 4.....	\$ 35.43	45.14+a
GROUP 5.....	\$ 35.31	45.14+a

## FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Labor Day, President's Day, Presidential Election Day, Veterans Day, Decoration Day, Independence Day, Thanksgiving Day and Christmas Day provided the employee works two days in any calendar week during which the holidays occurs.

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Drivers on Letourneau tractors, double barrel euclids, Athey wagons and similar equipment (except when hooked to scrapers), I-beam and pole trailers, drivers of road oil distributors, tire trucks and tractors and trailers with 5 axles and over, Articulated Back Dumps and Articulated Water Trucks.

GROUP 1A: Drivers on detachable Gooseneck Low bed Trailers rated over 35 tons.

GROUP 2: Drivers on all equipment 25 yards and over, up to and including 30 yard bodies and cable dump trailers and powder and dynamite trucks.

GROUP 3: Drivers on all equipment up to and including 24 yard bodies, mixer trucks, dump crete trucks and similar types of equipment, fuel trucks, batch trucks and all other tractor trailers.

GROUP 4: Drivers on tri axles, ten-wheelers, grease trucks and tillermen.

GROUP 5: Drivers on pick-up trucks used for materials & parts, drivers on escort man over-the-road and drivers on straight trucks.

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

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates



the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

#### State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

#### 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 National Office because National Office has 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"



## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>Town of New Windsor</b> Address <i>(principal place of business)</i> : <b>555 Union Avenue</b> <b>New Windsor, NY 12553</b>	<b>Bid</b> Project <i>(name and location)</i> : <b>Caesars Lane WWTP Expansion Phase 1</b>  Bid Due Date:
<b>Bond</b> Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



# QUALIFICATION STATEMENT

## ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			



- 1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

## ARTICLE 2—LICENSING

- 2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

## ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

- 3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		



## ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

- 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

## ARTICLE 5—FINANCIAL

- 5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:		
Business address:		
Date of Business's most recent financial statement:		<input type="checkbox"/> Attached
Date of Business's most recent audited financial statement:		<input type="checkbox"/> Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		



## ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

## ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	



## ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:		As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

## ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.



- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.



This Statement of Qualifications is offered by:

Business:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(date signed)*

*(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

\_\_\_\_\_  
\_\_\_\_\_

Email:

\_\_\_\_\_



**Schedule A—Current Projects**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					



**Schedule B—Previous Experience with Similar Projects**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					



**Schedule B—Previous Experience with Similar Projects**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					



**Schedule C—Key Individuals**

<b>Project Manager</b>			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Project Superintendent</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	



<b>Safety Manager</b>			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Quality Control Manager</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	



## NOTICE OF AWARD

Date of Issuance:

Owner: Town of New Windsor Owner's Project No.: \_\_\_\_\_  
Engineer: MHE Engineering D.P.C. Engineer's Project No.: 18-732.1  
Project: Caesars Lane WWTP Expansion Phase 1  
Contract Name: \_\_\_\_\_  
Bidder: \_\_\_\_\_  
Bidder's Address: \_\_\_\_\_

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

### General Construction

The Contract Price of the awarded Contract is **\$(Contract Price)**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the Contract for Construction of Small Projects – Article 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Owner: Town of New Windsor  
By (signature): \_\_\_\_\_  
Name (printed): Stephen A. Bedetti  
Title: Supervisor  
Copy: Engineer

ACCEPTANCE OF NOTICE: Receipt of  
the above NOTICE OF AWARD is  
hereby acknowledged by \_\_\_\_\_  
**Contractor/Company Name**

this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By \_\_\_\_\_

Title \_\_\_\_\_



# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between **Town of New Windsor** ("Owner") and **[name of contracting entity]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Construction of a new plant control building, renovations to the existing plant control building, and associated site improvements at the Town of New Windsor Waste Water Treatment Plant.**

## ARTICLE 2 - THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Construction of a new plant control building, renovations to the existing plant control building, and associated site improvements at the Town of New Windsor Wastewater Treatment Plant.**

## ARTICLE 3 - ENGINEER

- 3.01 The Owner has retained **MHE Engineering, D.P.C.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

## ARTICLE 4 - CONTRACT TIMES

### 4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 4.02 *Contract Times: Days*

- A. The Work will be substantially complete within **450** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **510** days after the date when the Contract Times commence to run.

### 4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration



proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

### **ARTICLE 5 - CONTRACT PRICE**

#### 5.01 *Payment*

- A. Owner shall pay Contractor in accordance with Article 3-Basis of Bid, C-410 and the Contract for Work completed.
- B. Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

### **ARTICLE 6 - PAYMENT PROCEDURES**

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.



## 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **95** percent of the value of the Work completed (with the balance being retainage).
    - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **150** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

## 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

## 6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

## 6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **15%** percent per annum.

# ARTICLE 7 - CONTRACT DOCUMENTS

## 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Affidavit of Compliance with New York State Anti-Sexual Harassment Laws
  - 3. Wicks Law form
  - 4. Bonds:
    - a. Performance bond (together with power of attorney).



- b. Payment bond (together with power of attorney).
- 5. General Conditions.
- 6. Supplementary Conditions.
- 7. Specifications as listed in the table of contents of the project manual (copy of list attached).
- 8. Drawings (not attached but incorporated by reference) consisting of **[number]** sheets with each sheet bearing the following general title: **Caesars Lane WWTP Expansion Phase 1.**
- 9. Addenda (numbers **[number]** to **[number]**, inclusive).
- 10. Exhibits to this Agreement (enumerated as follows):
  - a. **Orange County Office of Community Development Section 3 Plan**
  - b. **General Conditions Part II Federal Requirements**
  - c. **Exhibit A: Pre-Construction Survey Report For Asbestos-Containing Materials (ACM), Lead-Based Paints (LBP), Polychlorinated Biphenyl (PCB) by QuES&T**
  - d. **Exhibit A-1: Specifications – QuES&T - Section 028200 – Asbestos Abatement & Section 028300 – Lead Safe Work Practices**
  - e. **Exhibit A-2: Dewatering Building – Lower Level Asbestos Abatement Plan And Photos Prepared By QuES&T**
  - f. **Exhibit B: Geotechnical Investigation Proposed Improvements to Caesars Lane Waste Water Treatment Plan Town of New Windsor, New York by Tectonic Engineering**
  - g. **Exhibit C: Caesars Lane WWTP Expansion Phase 2 Overall Process Plan (Reference Only)**
  - h. **Exhibit D: Stormwater Pollution Prevention Plan (SWPPP) For Caesars Lane WWTP Expansion Project**
- 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.



## ARTICLE 8 - REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.



11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. The Engineer shall not be in any way responsible for any liability for claims, lawsuits, expenses or damages arising from, or in any manner related to the exposure to, or the handling or disposal of any asbestos or asbestos products or waste.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

#### 8.04 *Additional Requirements*

- 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, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance shall be directed to low-income residents of the neighborhood where the financial assistance is spent, and to businesses that are either owned by low-income residents of the neighborhood where the financial assistance is spent, or substantially employ these persons.
- B. The parties to this contract agree to comply with federal regulations in 24 CFR part 75, 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 75 regulations.



- C. The [Awardee/Subawardee/Contractor/Subcontractor(*choose applicable*)] agrees to agrees to notify potential contractors and subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 CFR part 75, and to ensure that any subcontractors also include this Section 3 clause in their subcontracts for work performed on the project.
- D. The [Awardee/Subawardee/Contractor/Subcontractor(*choose applicable*)] 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 CFR part 75.
- E. The [Awardee/Subawardee/Contractor/Subcontractor(*choose applicable*)] agrees to maintain hiring and contracting practices to the greatest extent feasible so that 25 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR part 75. As part of these practices, [Awardee/Contractor/Subcontractor (*choose applicable*)] agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable. If the [Awardee/Subawardee/Contractor/Subcontractor(*choose applicable*)] is not able to meet this benchmark goal, it must provide a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.
- F. If applicable, the [Recipient/Subrecipient/Contractor/Subcontractor(*choose applicable*)] agrees to notify each labor organization or representative of workers with which the [Awardee/Subawardee/Contractor/Subcontractor (*choose applicable*)] has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 Workers and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.
- G. The [Awardee/Subawardee/Contractor/Subcontractor(*choose applicable*)] agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by New York State Homes and Community Renewal and the United States Department of Housing and Urban Development (HUD). The [Awardee/Subawardee/ Contractor/Subcontractor (*choose applicable*)] is responsible for providing Section 3 performance metrics and supporting documentation for all its subrecipients, contractors, and subcontractors, as applicable.
- H. Noncompliance with HUD's regulations in 24 CFR part 75 and New York State Homes and Community Renewal's Section 3 policies may result in sanctions, penalties, termination of this contract for default, and debarment or suspension from future HUD assisted contracts



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

Town of New Windsor

*(typed or printed name of organization)*

By:

*(individual's signature)*

Date:

*(date signed)*

Name:

Stephen A. Bedetti

*(typed or printed)*

Title:

Supervisor

*(typed or printed)*

Attest:

*(individual's signature)*

Title:

*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

*(typed or printed)*

Title:

*(typed or printed)*

Address:

\_\_\_\_\_  
\_\_\_\_\_

Phone:

Email:

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

*(typed or printed name of organization)*

By:

*(individual's signature)*

Date:

*(date signed)*

Name:

*(typed or printed)*

Title:

*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*(individual's signature)*

Title:

*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

*(typed or printed)*

Title:

*(typed or printed)*

Address:

\_\_\_\_\_  
\_\_\_\_\_

Phone:

Email:

License No.:

*(where applicable)*

State:

\_\_\_\_\_



## Section 3 Participation Plan

### Fair and Equitable Housing Office (FEHO)

\*\*\*\*To be approved to HCR *PRIOR* to finalization of funding contract\*\*\*\*

This form sets forth the plans that a Section 3 Project will undertake to implement Section 3 hiring and contracting goals. Section 3 is a provision of the federal Housing and Urban Development (HUD) Act of 1968 that requires, to the greatest extent feasible, that recipients of certain HUD financial assistance provide job training and employment opportunities to low-income residents in connection with projects and activities in their neighborhoods.

This Participation Plan must be completed by both the Awardee of the HUD funds (i.e., the Developer/Sponsor/Owner, local municipality or non-profit program administrator, as applicable) AND the entity performing the construction work on the project ("General Contractor") on all housing and public construction projects that receive over \$200,000 in certain HUD funds (e.g., HOME, CDBG, federal HTF). The Participation Plan must be approved by New York Homes and Community Renewal's (NYSHCR) Fair and Equitable Housing Office (FEHO) *before finalization of the funding contract/grant, and before construction can begin on the project.*

More information, including definitions for all terms below, can be found in the Section 3 Policy Manual available here: <https://hcr.ny.gov/section-3-compliance>

#### SECTION 1 – Awardee Identification & Section 3 Applicability

**1. Awardee of HUD funds (Housing Developer/Owner, Municipality or Non-Profit Local Program Administrator that receives federal funds from NYSHCR)**  
**(Company/Entity): TOWN OF NEW WINDSOR**

Name of Contact & Title: STEPHEN A. BEDETTI, SUPERVISOR

Address: 555 UNION AVENUE, NEW WINDSOR, NY 12553

Phone Number: 845-563-4610

Email Address: [sbedett@newwindsor-ny.gov](mailto:sbedett@newwindsor-ny.gov)

Check All That Apply: ☐ Housing Developer ☒ Owner ☒ Local Govt. ☐ Non-Profit Local Program Administrator  
☐ Other. Explain [Click here to enter text.](#)

**2. Section 3 Coordinator for Awardee:**

**Company:** MHE ENGINEERING DPC

Name of Contact & Title: MICHAEL W. WEEKS, P.E.

Address: 33 Airport Center Drive, Suite 202, New Windsor, NY 12553

Phone Number: 845-567-3100

Email Address: [mweeks@newwindsor-ny.gov](mailto:mweeks@newwindsor-ny.gov)

**3. Have the HUD funds awarded by NYSHCR to Awardee been designated for one or more Section 3 Projects?** (A Section 3 Project is a housing or public works construction/rehab project that uses over \$200,000 in HUD funds (e.g., HOME, CDBG, federal HTF))

☒ YES. *Continue to Section 2.*

☐ NO, not yet. Awardee is still determining whether the HUD funds will be used for a Section 3 Project.  
Explain: [Click here to enter text.](#)  
*Continue to Section 3.*

☐ NO, the funds will not be used for a Section 3 Project. Explain: [Click here to enter text.](#)  
*You may stop completing this form although the Section 3 goals of hiring low-income employees is still strongly encouraged.*



## SECTION 2 – SECTION 3 PROJECT IDENTIFICATION

### 1. HUD Funding Amount in Section 3 Project:

HUD Funding Type (e.g., HOME, CDBG, federal HTF, other): CDBG-DR

AMOUNT & Granting Agency (e.g. NYS HCR): Amount(s) (\$) & Granting Agency

### 2. Section 3 Project Name: Caesars Lane Wastewater Treatment Plant Expansion Phase 1

Project Address: 145 Caesars Lane, New Windsor, NY 12553

Brief Description of Project: Construction of new plant control building, renovations to existing plant control building and associated site improvements at the Town of New Windsor Wastewater Treatment Plant, located at 145 Caesars Lane, New Windsor, NY 12553.

### 3. General Contractor Carrying out the Construction (if available): Not available at this time

Name of Contact & Title: Click here to enter text.

Address: Click here to enter text.

Phone Number: Click here to enter text.

Email Address: Click here to enter text.

\*NOTE: If a General Contractor is not yet on the Project, the Awardee must ensure that the General Contractor creates its own Participation Plan before construction commences on the project.

### Space for Explanation (if necessary, including whether a Section 3 Project has not been funded yet):

The Grant has not yet been awarded and the project has not gone out to bid.

## SECTION 3 – SECTION 3 GOALS & EFFORTS

Projects subject to Section 3 must, to the greatest extent feasible, provide hiring, training and contracting opportunities to low-income individuals and the companies that hire or are owned by them, particularly in the area where the project is located.

The Benchmark Goals that the Awardee, General Contractor, and their subrecipients and subcontractors (together, "Subs") must make greatest extent feasible efforts to meet are:

(1) 25% of Total Labor Hours on the Project worked by Section 3 Workers, including

(2) 5% of Total Labor Hours on the Project worked by Targeted Section 3 Workers.

Total Labor Hours include hours worked on the Project by the Awardee, General Contractor and any of their Subs. They *do not include Professional Services labor hours*, which are non-construction services that require an advanced degree of progression licensing including legal services, financial consulting, accounting services, environmental assessments, architectural and engineering services, among others. *However*, Professional Services labor hours *can* count toward the number of labor hours performed by Section 3/Targeted Section 3 Workers, thereby increasing the percentage of Section/Targeted Section 3 Workers accomplished by the Project.

### 1. MANDATORY MINIMUM REQUIREMENTS: Confirm by checking the boxes below that the Awardee, General Contractor and Subs will complete the following mandatory minimum requirements for all Section 3 Projects:

- ☒ A. Awardee, General Contractor and their Subs will have a designated Section 3 Coordinator who will be responsible for reporting and documenting the total labor hours, Section 3 labor hours and greatest extent feasible efforts undertaken by the respective entity, as well as conduct training for its staff and its Subs on Section 3 compliance including all the efforts listed below.
- ☒ B. All hiring and contracting for the Project (including by Subs) will include prioritization for Section 3 Workers and Section 3 Businesses, consistent with other state and federal laws.
- ☒ C. The Section 3 Contract Clause will be used in all contracts for work on the Project, including with and between Subs. Available here: <https://hcr.ny.gov/S3ContractClause>



- ☒ D. The “Section 3 Sub Reporting Form and Greatest Extent Feasible Efforts Checklist” will be used by General Contractor and all Subs for each reporting cycle, which Awardee will gather to submit a consolidated report to NYSHCR. Form available here: <https://hcr.ny.gov/S3SubReportingForm>
- ☒ E. Awardee and its Subs will collect verification of Section 3 Worker status using the HCR Hiring Form to be completed by Applicant/Employee and/or Employer, available here. <https://hcr.ny.gov/section-3-compliance#forms---documents>
- ☒ F. Awardee and its Subs will collect Section 3 Business Certifications for all Section 3 Businesses working on the Project at or shortly before contract signing with that Section 3 Business. The certification must be dated within 6 months prior to the contract signing. Form available here: <https://hcr.ny.gov/S3BusinessSelfCert>
- ☒ G. All solicitations or procurement efforts and requests for contractors and subcontractors will include this language: “This is a HUD Section 3 Project with contracting priorities for businesses that hire or are owned by low-income persons.”
- ☒ H. All job descriptions and job postings for work to be done on the Project by Awardee and its Subs will include this language, “This is a HUD Section 3 Project with hiring priorities for low-income persons.”
- ☒ I. All job descriptions and job postings for work to be done on the Project by Awardee and its Subs must be posted on the New York State Job Bank here: <https://newyork.usnlx.com/>
- ☒ J. Awardee and its Subs must contact the NYS Career Center(s) for the region in which the Project is located to notify them about the Project, the jobs that will be made available and a contact person at the Project in charge of hiring. A list of career centers can be found here: <https://dol.ny.gov/career-centers>.
- ☒ K. Awardee and its Subs must contact the closest YouthBuild program(s) to notify them about the Project, the jobs that will be made available and a contact person at the Project in charge of hiring. YouthBuild organizations are here: <https://youthbuild.org/our-programs/#map>.
- ☒ L. Awardee and its Subs must contact local Public Housing Authorities and/or Section 8 programs located in project area for posting work opportunities on community bulletin boards, newsletters, websites and physical lobbies. Local PHAs are listed here: [https://www.hud.gov/program\\_offices/public\\_indian\\_housing/pha/contacts](https://www.hud.gov/program_offices/public_indian_housing/pha/contacts).
- ☒ M. Project will have a sign visible from the street identifies the name of the project, provides the contractor and/or Section 3 Coordinators contact information and states: “This is a HUD Section 3 Project with hiring and contracting priorities for low-income persons and business that hire or are owned by them.”
- ☒ N. Staff at the Awardee, the General Contractor and their Subs that are in charge in hiring and contracting for the Project must review the HCR Section 3 Policy Manual, attend a training by HCR or HUD on Section 3 prior to the commencement of construction, and attend periodic additional trainings provided by HCR.
- ☒ O. Company must have a policy of retaining records related to Section 3 performance and greatest extent feasible efforts, including the Section 3 Hiring Forms for itself and its Subs, for as long as program regulations (e.g. CDBG regulations) require, or where silent, for 3 years after completion of the Project.



2. **Hiring Efforts:** List efforts the Awardee, General Contractor and Subs will engage in to hire or retain Section 3 and Targeted Section 3 Workers. Include an explanation if no hiring will be conducted by Awardee or Subs. Examples of efforts can be found in the “Sub Reporting Form & Greatest Extent Feasible Efforts Checklist” available here: <https://hcr.ny.gov/section-3-compliance>

The Town, General Contractor and Subs will solicit and make good-faith effort to hire Sec 3 and Targeted Section 3 Workers. The Town’s Request for Proposal and Contract Documents inform the General Contractor and/or Subs this project is a HUD Section 3 project with contracting priorities for low-income persons and Contractor shall make greatest extent feasible efforts to hire Section 3 Workers.The

3. **Contracting Efforts:** List efforts the Awardee, General Contractor and Subs will engage in to contract with Section 3 Businesses. Examples can be found in the “Sub Reporting Form & Greatest Extent Feasible Efforts Checklist” available here: <https://hcr.ny.gov/section-3-compliance>  
(Attach pages as necessary)

The Town, General Contractor and Subs will solicit and make good-faith effort to Contract with Section 3 and Targeted Section 3 Workers. The Town will advertise the Request for Proposal in the local community newspaper and the Town’s Facebook page, will forward a copy of the Ad for Bid to companies identified as MWBE and/or SDVOB on CDBG-DR projects, post the RFP on the NYS Contract Report and publish in the Hudson Valley Press, a minority newspaper serving the Mid-Hudson Region.



## SECTION 4 – CERTIFICATION

Awardee and the General Contractor(s) agree to implement the efforts listed in this Participation Plan. Non-compliance with the Section 3 Regulations or this Participation Plan may result in NYS Homes and Community Renewal or the U.S. Department of Housing and Urban Renewal implementing appropriate sanctions and penalties.

In addition, neither Awardee nor General Contractor has previously been found in violation of the requirements of Section 3 for any construction projects completed or currently underway.

The undersigned certify that they have the legal authority on behalf of the Awardee and General Contractor to execute this Section 3 Participation Plan and implement the efforts described herein.

\_\_\_\_\_  
Signature of Awardee

\_\_\_\_\_  
Signature of General Contractor \*

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

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

\_\_\_\_\_  
Company/Entity & Title

\_\_\_\_\_  
Company/Entity & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

☐ Check if signing electronically by typing name

☐ Check if signing electronically by typing name

\*NOTE: If a General Contractor is not yet on the Project, the Awardee must ensure that the General Contractor creates its own Participation Plan before construction commences on the project.

☐ Check if a General Contractor is not yet procured/arranged for the Project.

☐ Confirm that Awardee will ensure that GC completes a Participation Plan for the Project.

Enter anticipated date for a GC joining the Project: [Click here to enter text.](#)



## PERFORMANCE BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>Town of New Windsor</b> Mailing address <i>(principal place of business)</i> : <b>555 Union Avenue</b> <b>New Windsor, NY 12553</b>	<b>Contract</b> Description <i>(name and location)</i> : <b>Caesars Lane WWTP Expansion Phase 1</b>  Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:



- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such



statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**



## PAYMENT BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>Town of New Windsor</b> Mailing address <i>(principal place of business)</i> : <b>555 Union Avenue</b> <b>New Windsor, NY 12552</b>	<b>Contract</b> Description <i>(name and location)</i> : <b>Caesars Lane WWTP Expansion Phase 1</b>  Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.



8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;



- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**



## NOTICE TO PROCEED

Owner: Town of New Windsor Owner's Project No.: \_\_\_\_\_  
Engineer: MHE Engineering, D.P.C. Engineer's Project No.: 18-732.1  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: Caesars Lane WWTP Expansion Phase 1  
Contract Name: \_\_\_\_\_  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions. On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

**[or]**

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

**[Note any access limitations, security procedures, or other restrictions]**

Owner: Town of New Windsor  
By (signature): \_\_\_\_\_  
Name (printed): Stephen A. Bedetti  
Title: Supervisor  
Date Issued: \_\_\_\_\_

ACCEPTANCE OF NOTICE: Receipt of  
the above NOTICE OF AWARD is  
hereby acknowledged by \_\_\_\_\_  
**Contractor/Company Name**

this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By \_\_\_\_\_

Title \_\_\_\_\_

Copy: Engineer



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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the



- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
  - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the



recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.



33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.



43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—If included, the part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.



## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - 1. does not conform to the Contract Documents;
  - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
  - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.



- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2—PRELIMINARY MATTERS**

### **2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance***

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions, if included, expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor one printed copy of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work



into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment schedules shall be submitted for review in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
  - 1. *Basic Requirements*
    - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information



contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
- b. The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **20 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
- c. Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- d. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure



and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

- e. Each party will operate and maintain industry-standard, industry-accepted, ISO standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- f. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- g. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- h. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- i. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

*C. Software Requirements for Electronic Document Exchange; Limitations*

- a. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
- b. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.



- c. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- d. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

**D. *Requests by Contractor for Electronic Documents in Other Formats***

- a. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
- b. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
- c. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
- d. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
- e. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
- f. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that



subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

- g. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at **\$150** per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

### **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### **3.01 Intent**

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

#### **3.02 Reference Standards**

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard



specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.
4. In case of conflict or inconsistency between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.
5. Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk. Notwithstanding the foregoing, to the extent the contractor failed to bring to the engineer's attention in writing such ambiguities or inconsistencies at least seven days prior to the opening of the bid as set forth in the bid invitation, all claims for



damages relating to such inconsistencies or ambiguities shall be deemed irrevocably waived.

6. *Plans And Specifications* - The CONTRACTOR shall keep at the site of the WORK one copy of the PLANS and SPECIFICATIONS and shall at all times give the ENGINEER and other representatives of the OWNER access thereto

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.
- D. The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS. The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS and shall have the same force and effect as any other Contract Documents. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.
- E. In case the Contractor finds the Specifications or Contract Drawings are not sufficiently clear or complete, he shall request the Engineer to provide such Supplementary Drawings and



Specifications and the Engineer will provide such additional information as may be necessary. Such request shall be made in writing at least two (2) weeks prior to the time such Drawings or Specifications are to be needed or the work to be performed, and no delay caused by the tardiness of the Engineer in supplying such information shall be considered as neglect or default on his part unless written request as noted shall have been so made.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

**ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in the case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.



Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in the existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;
  - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and



4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.



- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

## 5.02 *Use of Site and Other Areas*

### A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
  - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment



and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Contract Documents identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Contract Documents with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

- E. The following table lists the reports of explorations and tests of existing known conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:



Report Title	Date of Report	Technical Data
Geotechnical Investigation Proposed Improvements to Caesars Lane Waste Water Treatment Plan Town of New Windsor, New York by Tectonic Engineering	1/15/2020	

#### 5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's



review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
  - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
  - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.



## 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Contract Documents, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;
  3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.



E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Contract Documents identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.



4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
Pre-Construction Survey Report For Asbestos-Containing Materials (ACM), Lead-Based Paints (LBP), Polychlorinated Biphenyl (PCB)	6/25/2024	

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: **[If there are no such drawings, so indicate in the table]**

Drawings Title	Date of Drawings	Technical Data
N/A		

- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Contract Documents with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
- the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  - other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.



- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.



- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01   *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, or other provisions of the Contract.
  - 1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition).
  - 2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2018 edition).
- B. Contractor shall also furnish such other bonds (if any) as are required by other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such



notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions, if attached.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the other parts of this contract, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A- or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in other parts of this Contract.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Failure of Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.



G. Contractor shall require:

1. Subcontractors to purchase and maintain and deliver certificates of insurance to owner for worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in other parts of this Contract as additional insureds on Contractor's policies) on each Subcontractor's insurance aforementioned policies; and
  2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- H. If any party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- I. If Contractor or any sub contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- J. Without prejudice to any other right or remedy, if a contractor or subcontractor has failed to obtain required insurance, the Owner may elect (but is in no way obligated) to obtain equivalent insurance to protect its interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- K. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- L. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- M. **Commercial General Liability Notice of Cancellation Endorsement** – Provide a 30-Day Notice of Cancellation Endorsement (*a document separate and apart from the Certificate of Insurance bearing the language necessary to record a change in an insurance policy*) providing **"TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553"** with a minimum of 30-day notice of cancellation. The policy #s must be typewritten on the endorsements.

6.03 Contractor's Insurance

- A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, Disability insurance and other insurance pursuant to the specific requirements of this Contract.



- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;
  2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  5. include all necessary endorsements to support the stated requirements.
  6. County of Orange shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Municipality.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution and environmental liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions, if attached;
  2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
  4. not seek contribution from insurance maintained by the additional insured; and
  5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.
- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution and environmental liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **Orange County Office of Community Development**
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers'



compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u>1,000,000</u>
Bodily Injury/Disease Aggregate	\$ <u>1,000,000</u>

1. Statutory Coverage for the States in which the Contractors operates for all employees including those statutorily exempt - i.e. - Sole Proprietors, Partners, Limited Liability Members or Executive Officers.

Workers' Compensation and Employers Liability Insurance:

- a) Statutory Coverage for all employees including those statutorily exempt – i.e. – Sole Proprietors, Partners, Limited Liability Members or Executive Officers.
- b) As required by the New York State Workers Compensation Law, all out of state Contractors working in New York must provide a Workers Compensation Insurance Policy that specifically lists New York in Item 3A of the Policy Information page. Coverage limits must be at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.
- c) Proof of Workers' Compensation and Employer's Liability coverage, in effect during the time work for the Town is undertaken, must be provided on one of the following forms:

FORM #	FORM TITLE
C-105.2	Certificate of Workers' Compensation Insurance (September 2007, or most current version)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self- Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All of the above referenced forms (except CE-200 and SI-12) must name: **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553, MHE ENGINEERING D.P.C, 33 AIRPORT CENTER DRIVE, SUITE 202, NEW WINDSOR, NY 12553 AND COUNTY OF ORANGE C/O OFFICE OF COMMUNITY DEVELOPMENT, 40 MATTHEWS STREET, SUITE 307A, GOSHEN,**



**NY 10924** as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

***Please note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation Insurance coverage.***

Additional information can be obtained at the Workers' Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
  2. damages insured by reasonably available personal injury liability coverage, and
  3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
    - a. Such insurance must be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  4. Underground, explosion, and collapse coverage.
  5. Personal injury coverage.
  6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.



- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
  2. Any exclusion for water intrusion or water damage.
  3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
  4. Any exclusion of coverage relating to earth subsidence or movement.
  5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
  6. Any limitation or exclusion based on the nature of Contractor’s work.
  7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
  8. Policy cannot contain any exclusions for claims related to third party over action/labor law, excavation, collapse or underground subsidence.

**Commercial General Liability Insurance** –Proof of Commercial General Liability Insurance coverage via a Certificate of Insurance, exhibiting coverage is in effect during the time work for the Town is undertaken, covering all operations by or on behalf of contractor to include coverage for premises, operations and mobile equipment; independent contractors; products liability/completed operations; contractual liability [including liability for an employee injury]; broad form property damage & personal injury liability listing “**TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553, MHE ENGINEERING D.P.C, 33 AIRPORT CENTER DRIVE, SUITE 202, NEW WINDSOR, NY 12553 AND COUNTY OF ORANGE C/O OFFICE OF COMMUNITY DEVELOPMENT, 40 MATTHEWS STREET, SUITE 307A, GOSHEN, NY**” as additional insured, on a primary non-contributory basis, and Certificate Holder. The Description of Operations Box must reference “All work relative to [INSERT SPECIFIC EVENT/CONTRACT]. **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553, MHE ENGINEERING D.P.C, 33 AIRPORT CENTER DRIVE, SUITE 202, NEW WINDSOR, NY 12553 AND COUNTY OF ORANGE C/O OFFICE OF COMMUNITY DEVELOPMENT, 40 MATTHEWS STREET, SUITE 307A, GOSHEN, NY 10924** is listed as additional insured.”

Required limits of:

- Commercial General Liability Insurance not less than one million dollars (\$1,000,000) per occurrence/three million dollars (\$3,000,000) in the aggregate [per project basis];
- Personal and advertising injury coverage not less than one million dollars (\$1,000,000);
- Fire damage (any one fire): not less than one hundred thousand dollars (\$100,000);
- Medical expense coverage (any one person) not less than ten thousand dollars (\$10,000);



- Product Liability/Completed Operations Aggregate Coverage of not less than one million dollars (\$1,000,000) must be maintained for a period of at least two (2) years from final payment of the contract/project. Contractual liability (including liability for employee injury assumed under a contract) provided by ISO Occurrence Form CG 00 01 1001. Policy may NOT include the restrictive endorsement CG 24 26 (Amendment of Insured Contract Definition) or any other provision excluding coverage for contractor's sole negligence which has been assumed by contract. No residential exclusion and the certificate of insurance must affirmatively state on the Certificate of Insurance, "no exclusions to the above stated Product Liability/Completed Operations coverage are attached to this policy."
  - Policy shall be endorsed for the General Aggregate to apply separately to each project.
2. **Commercial General Liability Additional Insured Endorsement** – Provide an Additional Insured Endorsement (*a document separate and apart from the Certificate of Insurance bearing the language necessary to record a change in an insurance policy*) naming "**TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553, MHE ENGINEERING D.P.C, 33 AIRPORT CENTER DRIVE, SUITE 202, NEW WINDSOR, NY 12553 AND COUNTY OF ORANGE C/O OFFICE OF COMMUNITY DEVELOPMENT, 40 MATTHEWS STREET, SUITE 307A, GOSHEN, NY 10924**" as additional insured. The policy #s must be typewritten on the endorsements. [ CG 2010 and form CG 2037, or equivalent].
 

(A) COMMERCIAL GENERAL LIABILITY POLICY must contain primary and non-contributory endorsement, including waiver of subrogation.
  3. **Commercial General Liability Notice of Cancellation Endorsement** – Provide a 30-Day Notice of Cancellation Endorsement (*a document separate and apart from the Certificate of Insurance bearing the language necessary to record a change in an insurance policy*) providing "**TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553, MHE ENGINEERING D.P.C, 33 AIRPORT CENTER DRIVE, SUITE 202, NEW WINDSOR, NY 12553 AND COUNTY OF ORANGE C/O OFFICE OF COMMUNITY DEVELOPMENT, 40 MATTHEWS STREET, SUITE 307A, GOSHEN, NY 10924**" with a minimum of 30-day notice of cancellation. The policy #s must be typewritten on the endorsements.
  4. **COMMERCIAL BUSINESS/AUTOMOBILE LIABILITY INSURANCE** – Proof of Commercial Business/Automobile Liability Insurance for "any auto", including all owned, hired and non-owned autos, with a required limit of not less than onemillion dollars (\$1,000,000), combined single limit, naming **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553, MHE ENGINEERING D.P.C, 33 AIRPORT CENTER DRIVE, SUITE 202, NEW WINDSOR, NY 12553 AND COUNTY OF ORANGE C/O OFFICE OF COMMUNITY DEVELOPMENT, 40 MATTHEWS STREET, SUITE 307A, GOSHEN, NY 10924**, as an additional insured on a primary and non-contributory basis must be provided. If scope of work includes hauling/transporting of hazardous materials the policy **must** be endorsed with an MCS90 endorsement and ISO form 9940/9948-Pollution Liability Broadened Coverage.
  5. **COMMERCIAL UMBRELLA LIABILITY INSURANCE** – Proof of Commercial Umbrella Liability with a required limit of not less than five million dollars (\$5,000,000), combined single limit for bodily injury and property damage, naming **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW**



**WINDSOR, NY 12553, MHE ENGINEERING D.P.C, 33 AIRPORT CENTER DRIVE, SUITE 202, NEW WINDSOR, NY 12553 AND COUNTY OF ORANGE C/O OFFICE OF COMMUNITY DEVELOPMENT, 40 MATTHEWS STREET, SUITE 307A, GOSHEN, NY 10924**, as an additional insured for ongoing work and completed operations; said policy shall apply as primary insurance on a non-contributing basis for the benefit of the additional insured before any other insurance or self-insurance, including any deductible maintained by or provided to the additional insured with the exception of the contractor's General Liability and Automobile Liability policies. Umbrella coverage shall be as broad as the Primary coverage in 3 and 6 above.

**Disability Benefits Insurance** – Proof of Disability Benefits Insurance coverage, in effect during the time work for the Town is undertaken, must be provided on one of the following forms:

FORM #	FORM TITLE
DB-120.1	Certificate of Insurance Coverage under the New York State Disability Benefits Law
DB-155	Certificate of Disability Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All of the above referenced forms (except CE-200 and DB-155) must name: **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553** as the Entity

Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Additional information can be obtained at the Workers' Compensation website: <http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

- I. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements: Is not permitted under this contract.*
- J. *Other Required Insurance: None*
- K. **ENVIRONMENTAL CONTRACTOR'S LIABILITY INSURANCE** – Proof of Environmental Contractor's Liability Insurance with coverage for the services rendered to the Town, including, but not limited to removal replacement enclosure, encapsulation and/or disposal of hazardous materials, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs with a required limit of two million dollars (\$2,000,000) per occurrence/five million dollars (\$5,000,000) general aggregate. Said policy must also include coverage for products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. If the contract is using motor vehicles for transporting hazardous materials, the contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90.



6.04 *Builder's Risk and Other Property Insurance*

A. BUILDER'S RISK INSURANCE (Course of Construction)/INSTALLATION FLOATER INSURANCE/PROPERTY INSURANCE.

Evidence of Builder's Risk Insurance in the form of Course of Construction coverage. Such coverage shall name **TOWN OF NEW WINDSOR, 555 UNION AVENUE, NEW WINDSOR, NY 12553**, as its interest may appear, as loss payee.

If the project does not involve new or major reconstruction, at the option of the Owner, an **INSTALLATION FLOATER INSURANCE** may be acceptable.

For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at Town of New Windsor's project site.

Contractors and Sub-contractors are required to insure its own property and equipment and such policies shall contain a waiver of subrogation in favor of the Owner"

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Contract Document), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss



or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

**6.06     *Receipt and Application of Property Insurance Proceeds***

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

**6.07     *Defense, Indemnification And Hold Harmless Provisions:***

- A. The following language, or language equivalent thereto, must be included and agreed to by all contractors that either bid on work to be performed for the Town or who agree to perform work for Town, which may not have been subject to bid requirements under the NYS GML:



*“To the fullest extent permitted by law, the aforementioned contractor agrees it shall defend, indemnify, and hold harmless the Town of New Windsor from and against the entire amount of any and all claims, losses, damages, penalties, fines and expenses (including without limitation, reasonable attorneys’ fees) arising from or relating to contractor’s work or the presence of contractor or a Responsible Party on the Project site on behalf of contractor, or otherwise occurring in connection therewith. Contractor’s aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless, to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the parties released, indemnified or held harmless. In claims against any person or entity indemnified under this paragraph by an employee of contractor, or anyone directly or indirectly employed by a contractor, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for contractor under workers’ or workmen’s compensation acts, disability benefits or other employee acts.*

## **ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES**

### **7.01 Contractor’s Means and Methods of Construction**

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor’s expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor’s determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

### **7.02 Supervision and Superintendence**

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### **7.03 Labor; Working Hours**

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.



- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.
- D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.
- D. All materials, supplies and equipment which are to be incorporated into the WORK shall not be purchased by the CONTRACTOR or SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- E. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

#### 7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or



description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
  - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
    - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
    - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
    - 3) has a proven record of performance and availability of responsive service; and
    - 4) is not objectionable to Owner.
  - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
    - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
    - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense*: Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination*: Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 Substitutes

- A. *Contractor’s Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that



Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
  - a. will certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design;
    - 2) be similar in substance to the item specified; and
    - 3) be suited to the same use as the item specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
  - e. The CONTRACTOR warrants that if substitutes are accepted, no major changes in the function or general design of the PROJECT will result. Incidental changes or addition of extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME. For substitutions, the OWNER may require that the CONTRACTOR reimburse the



OWNER for engineering review costs associated with the review of the proposed substitution.

- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

#### 7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or



otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

#### **7.08    *Patent Fees and Royalties***

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its



use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, General Construction Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- B. The OWNER is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials and equipment supplied to the OWNER pursuant to this CONTRACT. This exemption does not, however, apply to tools, machinery, equipment or other property purchased by, leased by or to the CONTRACTOR or a SUBCONTRACTOR or the purchase by SUBCONTRACTORS of materials to be sold hereunder which will also be a purchase or procurement for resale to the CONTRACTOR (either directly or through other subcontractors) and therefore not subject to the aforesaid sales or compensating use taxes, provided that the subcontract agreements provided for the resale of such materials prior to and separate and apart from the incorporation of such materials into the permanent construction and that such subcontract agreements are in a form similar



to this contract with respect to the separation of the sale of materials from the work and labor to be provided.

**7.11 *Laws and Regulations***

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

**7.12 *Record Documents***

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

**7.13 *Safety and Protection*      *Roof Falls***

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.



- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions, if attached, or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.



#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

#### 7.16 *Submittals*

##### A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
4. Portions of the WORK requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been reviewed and returned by the ENGINEER.



B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
  - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.



6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
  - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.



- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

**7.17 Contractor's General Warranty and Guarantee**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
  - 1. Observations by Engineer;
  - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. Use or occupancy of the Work or any part thereof by Owner;
  - 5. Any review and approval of a Shop Drawing or Sample submittal;
  - 6. The issuance of a notice of acceptability by Engineer;
  - 7. The end of the correction period established in Paragraph 15.08;
  - 8. Any inspection, test, or approval by others; or
  - 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the



assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

**7.18 Indemnification**

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**7.19 Delegation of Professional Design Services**

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject



to the professional standard of care and the performance and design criteria stated in the Contract Documents.

- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

#### **ARTICLE 8—OTHER WORK AT THE SITE**

##### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it



unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others aside from the multiple Prime Contractors of this Contract, for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, if attached, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.



1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01    *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02    *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

### **9.03    *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04    *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.05    *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.



- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.



#### 10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 10.03 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

#### 10.04 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

#### 10.05 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

#### 10.06 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise



or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

#### **10.07 *Compliance with Safety Program***

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

### **ARTICLE 11—CHANGES TO THE CONTRACT**

#### **11.01 *Amending and Supplementing the Contract***

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

#### **11.02 *Change Orders***

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;



2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.
- C. The CONTRACTOR agrees that all extra work shall only be performed pursuant to a valid written CHANGE ORDER and that no oral changes in the CONTRACTOR'S scope of work shall be valid or binding upon the OWNER; and that no oral waiver of the conditions and requirements set forth shall be deemed made by the OWNER or claimed by the CONTRACTOR.
- D. No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner.

#### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract



Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

- B. If Contractor or Engineer believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.
- C. Thereafter, the Contractor shall document the basis for the change in Contract Price or Time within seven (7) days (or such additional time as may be agreed to in writing by the OWNER or Engineer). The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner. No claim for a change in Contract Price and/or time will be considered unless written notice shall be so immediately made and documents submitted within the aforementioned time period.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or



3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
  4. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by survey data, certified by a Licensed Surveyor in the State of New York, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in the handling of more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to



each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

**11.08 *Change of Contract Times***

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

**11.09 *Change Proposals***

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

**B. *Change Proposal Procedures***

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in



whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

- 5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### ARTICLE 12—CLAIMS

#### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  - 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the



supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.



## ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.



4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
  - c. *Construction Equipment Rental*
    - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
    - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
    - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with



the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.



- b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
  - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

#### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment, Contractor's costs for unloading and handling on the Site, labor, installation required by the allowances to be delivered at the Site, and all applicable taxes; and
  - 2. Contractor's overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

#### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.



- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
  - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
    - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
    - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
  - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
  - 3. Adjusted unit prices will apply to all units of that item.

## **ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

### **14.01 Access to Work**

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

### **14.02 Tests, Inspections, and Approvals**

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required



by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.
- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.
- G. Observations, reviews, tests or acceptance by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, at contractors expense, whether or



not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and



pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

### **ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

#### 15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of



Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

**B. *Applications for Payments***

1. At least 10 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

**C. *Review of Applications***

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and



- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

**D. *Payment Becomes Due***

- 1. The Application for Payment with Engineer's recommendations will be presented to the Owner for consideration. If the Owner finds the Application for Payment acceptable, the



recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due thirty (30) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

*E. Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.



3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor



may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
  - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### A. *Application for Payment*

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record



documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:
    - a. all documentation called for in the Contract Documents;
    - b. consent of the surety, if any, to final payment;
    - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
    - d. a list of all duly pending Change Proposals and Claims; and
    - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
  3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.



- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed elsewhere in the Contract Documents or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. correct the defective repairs to the Site or such adjacent areas;
  2. correct such defective Work;
  3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under



Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure 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);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the



Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.



#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

### ARTICLE 17—FINAL RESOLUTION OF DISPUTES

#### 17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution;
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

### ARTICLE 18—MISCELLANEOUS

#### 18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
  - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or



3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

#### 18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

#### 18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

#### 18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

#### 18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

#### 18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

#### 18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

#### 18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.



18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



# **SUPPLEMENTARY CONDITIONS, PART 1 OF THE CONSTRUCTION CONTRACT**

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# SUPPLEMENTARY CONDITIONS, PART 1 OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

## Article 1 - DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

## Article 2 - PRELIMINARY MATTERS

SC-2.01 Add the following new paragraphs immediately following Paragraph 2.01C:

**2.01 D. LEGAL ADDRESS OF CONTRACTOR.** The address given in the Proposal upon which this contract is based is hereby designated as the legal address where all notices, letters and other communications to the Contractor shall be mailed or delivered prior to the beginning of the WORK. Transmittal in post paid wrapper, directed to the above-named place, in any post office box regularly maintained by the post office, of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Owner by certified mail (return-receipt). Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

**2.01 E. CONTRACTOR'S TELEPHONE NUMBER.** The telephone number given in the Proposal and Agreement is hereby designated as the legal telephone number whereby the Contractor or his representatives may be contacted. The Contractor shall maintain such telephone in operation during regular working hours such that, as necessary, the Contractor or his representatives may be contacted. In addition, the Contractor shall provide 24-hour emergency phone numbers, with such numbers being available to contact the Contractor at any hour in the case of an emergency situation. The Contractor shall advise the Owner and the Engineer of such emergency numbers by letter at the time of execution of the Agreement.



Article 3 - **CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

No suggested Supplementary Conditions in this Article.

Article 4 - **COMMENCEMENT AND PROGRESS OF THE WORK**

No suggested Supplementary Conditions in this Article.

Article 5 - **SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

SC-5.02 Add the following new paragraph immediately following Paragraph 5.02 D:

**5.02 E. TRAVEL NOT TO BE OBSTRUCTED.** Contractor shall not allow travel upon any street, park, roadway or alley to be hindered or inconvenienced needlessly, nor shall the same be wholly obstructed without the written permission of the OWNER, in which case the Contractor shall cause plain and properly worded signs announcing such fact to be placed, with proper barricades, at nearest cross street, upon each side of such obstructed portion, where travel can pass around the same in the shortest and the easiest way. The driveways to and from all fire department buildings and those required by all manufacturing plants, industrial establishments and other business concerns for the proper continuance of their operations shall be kept open and shall be maintained in passable condition at all times. The Contractor shall give reasonable notice to the Owners of all private driveways before interfering with them, and no private drive shall be completely obstructed for a period in excess of twenty-four (24) hours.

SC-5.03 Add the following new paragraph immediately following Paragraph 5.03 D:

**5.03 E. DEWATERING.** It is anticipated that there will be a high incidence of ground water intrusion at structure and trench locations. The Contractor shall provide and maintain, at his own expense, all the necessary equipment, materials and labor to properly dewater all excavations on the project; the cost of all dewatering shall be deemed included in the prices bid in the Proposal.

SC-5.05 Add the following new paragraphs immediately following Paragraph 5.05 F:

**5.05 G. LOCATION OF EXISTING UTILITIES.** The location of known existing utilities as shown on the plans, such as waterlines, storm drains, sewers and utility lines, have been located in an approximate way only, in accordance with the best available information and from field measurements and existing available drawings. The OWNER and/or Engineer do not guarantee the completeness or the correctness of the data. However, the Contractor shall verify these locations, and in no way shall the Contractor hold the OWNER and/or Engineer responsible for utilities which may not be located as shown on or which may have been omitted from the drawings. Prior to the start of work, the Contractor shall verify these locations, and he shall take all necessary precautions to protect the utilities and services and mains and any damage to them shall be repaired



immediately at the Contractor's expense. Where new construction crosses existing utilities, Contractor shall verify and/or determine location and elevation of same, prior to the beginning of construction. It should be noted that house connections for water, sewer and gas lines have not been shown on the plans, therefore, the Contractor should take every precaution to contact the applicable utility owners to verify and/or to determine locations of same.

**5.05 H. NOTIFICATION OF BROKEN PIPE.** In the case of a gas, water, sewer, drain, conduit or other pipe becoming broken or damaged in the prosecution of the work, the Contractor shall give immediate verbal and written notice to the proper authorities and utility owners' representatives and shall be responsible for any damage to persons or property caused by such breaks. Failure to give prompt notice to the authorities and utility owners' representatives shall make the Contractor responsible for any needless loss of water or gas.

**5.05 I. UTILITY POLES AND POSTS WITHIN OR ADJACENT TO THE LINE OF TRENCH.** Poles or posts of any public service corporation placed within the lines of the WORK, in such manner as to impede the progress of construction or which will lose their support because of being adjacent to the excavation, shall be removed, replaced or satisfactorily supported in accordance with mutually satisfactory arrangements between the Contractor and the said public service corporation or utility involved. The costs, if any, for such arrangements shall be at the Contractor's expense as incorporated into the various contract items with no liability or additional cost to the OWNER.

**5.05 J. SERVICE TO BUILDINGS.** Service to all facilities, buildings, improvements, and structures must be maintained at all times, and the Contractor shall furnish and install and necessary temporary structures, appurtenances and connections required to maintain the service.

**5.05 K. MAINTAINING FLOW.** The Contractor shall maintain, both temporarily and permanently as required, the flow through and from existing pipes, sewers, waterlines, services, drains and water ways as required during construction. All costs of maintaining this flow shall be provided by the Contractor at his own expense, unless otherwise specified, shall be deemed included in the various contract items.

**5.05 L. PROJECT SUBSURFACE SOILS DATA.** Wherever borings or other subsurface information, as obtained by the OWNER, is available for a Bidder's inspection, it is understood that the information has been obtained with reasonable care and recorded in good faith with reasonable interpretations placed on the results in character of materials and conditions to be expected. The Bidder must interpret this information according to his own judgment. Information is made available to the Bidder only in order that the Bidder may have access to the identical information to the OWNER. The OWNER



and/or Engineer shall assume no responsibility or liability pertaining to the Bidder's utilization or interpretation of said information.

## Article 6 - **BONDS AND INSURANCE**

SC-6.01 Add the following new paragraph immediately following Paragraph 6.01 H:

**6.01 I. DISCHARGE OF CLAIM OF LIENS.** Promptly upon request of the OWNER, the Contractor or his surety on the Contractor's Labor and Material Payment Bond, or both shall, by bonding or otherwise, secure the discharge of any claim of lien or liens, which may be filed against the public improvement to be made by the contract WORK.

SC-6.02 Revise the paragraph 6.02A. to read as follows:

**6.02 A.** Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions. The OWNER, MHE Engineering, D.P.C. and their authorized subconsultants and agents shall be named as additional insured on all insurance policies.

## Article 7 - **CONTRACTOR'S RESPONSIBILITIES**

SC-7.13 Add the following new paragraphs immediately following Paragraph 7.13 J:

**7.13 K. ACCIDENT PREVENTION, SAFETY AND HEALTH REGULATIONS.** The Contractor shall comply with Department of Labor Safety and Health Regulations for construction promulgated under Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of Contract Work Hours and Safety Standards Act (PL 91-54). Section 4(b) (4) of the Occupational Safety and Health Act of 1970 further states as follows:

"Nothing in this Act shall be construed to supersede or in any manner affect any workman's compensation law or to enlarge or diminish or affect any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment."

The Contractor shall indemnify and save harmless the Owner and Engineer from any claims for damages resulting from personal injury and/ or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

**7.13 L. BARRICADES, WARNING SIGNS AND LIGHTS.** Barricades, danger signs and warning lights shall be provided in accordance with local jurisdictional authorities, and in accordance with the supplemental suggestions, if any, of the Engineer.

The Engineer, however, will not be responsible for specifying the number, location, type, etc. of any barricades, warnings and lights which shall fully and solely be the Contractor's responsibility.



- a. The Contractor shall provide, erect and maintain as necessary, strong and suitable barricades, warning lights and danger signs along all roads accessible to the public, as required to insure safety to the public. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.
- b. In addition, the Contractor shall provide and maintain such other warning signs and barricades in other areas as may be required for the safety of those employed in the WORK or visiting, or travelling through or adjacent to, the site.
- c. Contractor shall provide and pay for necessary watchmen, as required to protect Work and materials, and flagmen required to permit the safe operation of pedestrian and vehicular traffic at all times.
- d. Contractor shall not restrict access to any private road or driveway by open trenches or storage of materials or excavated material. The Contractor shall provide and maintain suitable temporary crossings over open ditches at all private roads and driveways.

SC-7.15 Add the following new paragraph immediately following Paragraph 7.15A:

**7.15 B. POWER OF OWNER TO ACT IN AN EMERGENCY.** In case of an emergency, which threatens loss or injury of property, and/or safety of life, the OWNER will be allowed to act, without consent of the Contractor, as he sees fit. The OWNER shall notify the Contractor thereof immediately thereafter.

Any cost to the OWNER shall be paid by the Contractor, if such acts by the OWNER should have been performed by the Contractor, if no emergency had existed which required the OWNER to act. Provisions of this section supersede those which may be conflicting in the Section entitled "Owner's Right to Complete Work".

SC-7.16 Add the following new paragraph immediately following Paragraph 7.16F:

**7.16 G. OPERATION AND MAINTENANCE MANUALS.** On all projects which include the furnishing and/installation of operating equipment or systems the Contractor shall furnish prior to acceptance testing of equipment and/or systems Operation and Maintenance (O&M) Manuals as follows:

- a. After all start up and testing work has been completed, and the equipment is operating satisfactorily, the manufacturer of the equipment shall prepare and submit six (6) complete, original operation and maintenance (O & M) manuals. Manuals must



be furnished at least two (2) weeks prior to the scheduling of instruction of Owner's personnel.

- b. Manuals shall reflect all operation; start up, maintenance and inspection functions, applicable to the specific equipment furnished.
- c. Manuals shall include information regarding any accessories and appurtenances furnished specific to the project, as well as any modifications or adjustments made during erection and start-up.
- d. Manuals shall include complete parts lists, names and telephone numbers for the manufacturer and local representatives for all equipment, and any other pertinent data regarding replacement parts.
- e. Manuals shall be furnished in bound form, in quality three (3) ring binders (or other forms found acceptable by the Owner) with identification on the face and binder as to the equipment for which it applies.

SC-7.20 Add the following new section immediately following Paragraph 7.19G:

**7.20 SURPLUS MATERIAL REMOVED.** All parts of the WORK shall be kept in as neat and orderly condition as circumstances will permit and upon completion of the WORK all surplus material, earth, sand, rubbish and refuse of every kind, and all tools, machinery, equipment and other materials belonging to the Contractor shall be removed from the construction works and the adjoining premises, so as to leave everything in an acceptable condition, in as good or better condition than existed prior to construction.

#### Article 8 - **OTHER WORK AT THE SITE**

SC-8.04 Add the following new section immediately following Paragraph 8.03:

**8.04 ADDITIONAL PROJECT WORK AT SITE.** The phase 2 work scope of this project is expected to be bid, awarded and under construction prior to the completion of phase 1. The phase 2 work scope site plan has been provided in this document as a reference. Contractors shall plan their work accordingly, limiting their staging areas and work areas so as to minimize and impact to the phase 2 work. Phase 1 material staging, trailers, connex boxes, vehicles, etc shall be strictly limited to the area designated on the site plan. Phase 2 construction will be performed under a PLA, and coordination with the phase 2 contractor will be in accordance with Article 8.

#### Article 9 - **OWNER'S RESPONSIBILITIES**

No suggested Supplementary Conditions in this Article.

#### Article 10 - **ENGINEER'S STATUS DURING CONSTRUCTION**

No suggested Supplementary Conditions in this Article.



Article 11 - **CHANGES TO THE CONTRACT**

No suggested Supplementary Conditions in this Article.

Article 12 - **CLAIMS**

No suggested Supplementary Conditions in this Article.

Article 13 - **COST OF WORK; ALLOWANCE UNIT PRICE WORK**

SC-13.01      Add the following new section immediately following Paragraph 13.01E:

**13.01 F. CLAIMS FOR EXTRA COST.**

If the Contractor claims that any instructions by specifications, contract documents or otherwise involve extra cost or the extension of time, he shall, within seven (7) days after receipt of such instructions, and in any event before proceeding to execute the WORK, submit his protest thereto in writing to the OWNER with copy to the Engineer, stating clearly and in detail the basis of his objections. No such claim for a change in Contract Price and/or time will be considered unless written notice shall be so made within the aforementioned seven (7) day period.

Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by survey data, certified by a Professional Surveyor, licensed in the State in which the work is performed, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the drawings and maps issued.

Article 14 - **TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

No suggested Supplementary Conditions in this Article.

Article 15 - **PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

No suggested Supplementary Conditions in this Article.

Article 16 - **SUSPENSION OF WORK AND TERMINATION**

No suggested Supplementary Conditions in this Article.



## Article 17 - **FINAL RESOLUTIONS OF DISPUTES**

No suggested Supplementary Conditions in this Article.

## Article 18 - **MISCELLANEOUS**

SC-18.11            Add the following new section immediately following Paragraph 18.10:

**18.11    PROJECT SIGN AND GRANTEE RECOGNITION.** The municipality is required to ensure recognition of the role of Orange County and HUD in providing services for this Project. The funding source shall be clearly acknowledged with the placement of a Project Sign, located at the entrance to the project in a clearly visible, unobstructed location.

The sign shall follow the guidelines below and shall be submitted and approved by Orange County and Town of New Windsor:

The Project Sign shall be fabricated by a professional sign manufacturer, per the following specifications:

- a. Size shall be four feet by eight feet, medium density overlay exterior grade plywood with grade B surface veneers (MDO B-B EXT-APA).
- b. Exterior grade printed signs, such as closed cell PVC foamboard, mounted on APA exterior grade sheets are acceptable.
- c. Lettering and striping shall be uniform with sharp, neat profiles.
- d. Size of text and logos to be proportional, logos to be provided by Orange County and the Town of New Windsor.
- e. Font: Arial & Arial Bold



## **SUPPLEMENTARY CONDITIONS, PART 2 OF THE CONSTRUCTION CONTRACT**

### **Article 19 - NEW YORK STATE LABOR LAW**

The Contractor shall comply in every respect with the provisions of Section 220 of the Labor Law and no laborer, workers, or mechanic in the employ of the Contractor, subcontractor or other person contracting to do the whole or part of the work contemplated by this Contract, shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week except in cases of extraordinary emergency including fire, flood, or danger to life or property, and no such person shall be so employed more than eight (8) hours in any day or more than five (5) days in any one week, except in such an emergency. The wages to be paid for a legal day's work, as defined by said section, to laborers, workmen or mechanics employed as aforesaid shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the State where the aforesaid work, on, about or in connection with which such labor is performed in its final or completed form is to be situated, erected, or used. Laborers shall be paid not less than the minimum hourly rate or wage designated by the Industrial Commissioner, pursuant to Section 220-d of the Labor Law. Said minimum hourly rate of wages having been designated by the Industrial Commissioner are designated in the wage rate sheet forming a part of this Contract, and are to be paid in cash, provided, however, that an employer, except as otherwise provided in Subdivision 3.0 Section 220 of the State Labor Law, may pay his employees by check if he furnishes satisfactory proof to the Industrial Commissioner of his financial responsibility and gives reasonable assurance that such checks may be cashed by employees without difficulty and for the full amount for which they are drawn. The Contractor shall abide by and pay workmen, laborers and mechanics employed either by himself or a subcontractor no less than the wage rate set forth on the schedule of wages as annexed to and forming a part of the specifications for the work involved in the contract pursuant to the Labor Law.

The Contractor shall comply with the provisions of Section 222A of the Labor Law relating to prevention of dust hazard in public works if such hazard shall exist. If said section is not complied with by the Contractor, the Contract shall be void.

#### **A. QUALIFICATION FOR EMPLOYMENT.**

No person under the age of sixteen (16) years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work on the project under this contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed to perform any work on the project under this contract; provided that this sentence shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

All employees engaged in work on the project under this contract shall have the right to organize and bargain collectively through representatives of their own choosing and such employees shall be free from interference, restraint, and coercion of employers in designation of such employee



representatives, in the self-organization and in other concerted activities of such employees, for the purpose of collective bargaining or other mutual aid or protection and no person seeking employment on the project under this contract and no person employed on the project under this contract shall be required as a condition of the initial or continued employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of such person's own choosing.

**B. DISCRIMINATION.**

The Contractor shall comply with the provisions of Section 220-e of the Labor Law as follows:

1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, or any person acting on behalf of such contractor or subcontractor, shall by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
2. That no contractor, subcontractor, or any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this contract on account of race, creed, color, disability, sex or national origin;
3. That there may be deducted from the amount payable to the contractor by the State or municipality under this contract a penalty of fifty (50) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
4. That this contract may be cancelled or terminated by the State or municipality, and all the monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
5. The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
6. The Contractor's attention is also called to the State Law Against Discrimination, which also prohibits discrimination in employment because of age and sex.

**C. WAGE RATE.**

There shall be paid each employee engaged in work on the project under this contract in the trade or occupation listed not less than the wage rate set opposite the same, as shown on the attached Prevailing Rate Schedule.

**D. SUPPLEMENTS.**

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on the public work



projects including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical, or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pensions or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

1. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides, that supplements to be provided to laborers, workmen and mechanics upon the public works "shall be in accordance with the prevailing practices in the locality...". The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide the additional supplements.
2. The Contractor shall provide the statutory benefits for disability benefits, workmen's compensation, unemployment insurance and social security.

**E. UNLISTED WAGE RATE.**

In case it becomes necessary for the Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executive, supervisory, clerical, administrative, or other non-manual workers as such) for which no minimum rate is herein specified, the Contractor shall immediately notify the Owner who will promptly thereafter furnish the Contractor with the minimum rate. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

**F. POSTING MINIMUM WAGE RATES.**

The Contractor shall post at conspicuous points on the site of the project a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

**G. WICKS LAW PROVISIONS. (NEW YORK STATE) Where separate prime contracts are not required:**

Each bidder on this project, "where the preparation of separate specifications is not required," shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilating and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures. After the low bid is announced; the sealed list of subcontractors submitted with such low bid will be opened and names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the owner, upon a showing presented to the public owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall include, but not be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two of section two hundred twenty-two of the labor law, or the subcontractor has become



otherwise unwilling, unable or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all other bidders will be returned to them unopened after the contract award. A separate form is included in the proposal pages for this purpose.

**H. NEW YORK STATE ANTI-SEXUAL HARASSMENT LAWS.**

Each bidder (and all Contractors awarded work) on this project must comply with the requirements of Section 201-G of the Labor Law, and shall have implemented a written policy addressing sexual harassment prevention in the workplace and shall provide annual training to all of its employees. Contractors shall also be required to comply with any specific provisions of the Owner (as applicable). Prospective bidders are required to complete the “Affidavit of Compliance with New York State Anti-Sexual Harassment Laws” as included in the Proposal.



**Contractor's Application for Payment**

<b>Owner:</b> <u>Town of New Windsor</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>MHE Engineering, D.P.C.</u>	<b>Engineer's Project No.:</b> <u>18-731.1</u>
<b>Contractor:</b> _____	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>Caesars Lane WWTP Expansion Phase 1</u>	
<b>Contract:</b> _____	
<b>Application No.:</b> _____ <b>Application Date:</b> _____	
<b>Application Period:</b> <b>From</b> _____ <b>to</b> _____	

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-
5. Retainage		
a. _____ X \$ - Work Completed =	\$	-
b. _____ X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	-
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	-

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(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 the Work covered by prior Applications for Payment;

(2) Title to 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

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

<b>Contractor:</b> _____	
<b>Signature:</b> _____	<b>Date:</b> _____

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____



### Contractor's Application for Payment

Lump Sum (c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved. 2 of 6



### Contractor's Application for Payment

Lump Sum (c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved. 3 of 6



## Contractor's Application for Payment

Owner's Project No.:	
Engineer's Project No.:	18-731.1
Contractor's Project No.:	

Unit Price (c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved. 4 of 6



## Contractor's Application for Payment

Owner's Project No.:	
Engineer's Project No.:	18-731.1
Contractor's Project No.:	

[illegible]



### Contractor's Application for Payment

Owner:	Town of New Windsor	Owner's Project No.:	
Engineer:	MHE Engineering, D.P.C.	Engineer's Project No.:	18-731.1
Contractor:		Contractor's Project No.:	
Project:	Caesars Lane WWTP Expansion Phase 1		
Contract:			

Application No.:	Application Period:	From	to	Application Date:
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[illegible]



## WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]

Owner:	<u>Town of New Windsor</u>	Owner's Project No.:	<u></u>
Engineer:	<u>MHE Engineering, D.P.C.</u>	Engineer's Project No.:	<u>18-732.1</u>
Contractor:	<u></u>	Contractor's Project No.:	<u></u>
Project:	<u>Caesars Lane WWTP Expansion Phase 1</u>		
Contract Name:	<u></u>		
Date Issued:	<u></u>	Effective Date of Work Change Directive:	<u></u>

Contractor is directed to proceed promptly with the following change(s):

Description:

**[Description of the change to the Work]**

Attachments:

**[List documents related to the change to the Work]**

Purpose for the Work Change Directive:

**[Describe the purpose for the change to the Work]**

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

### Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$  [increase] [decrease] [not yet estimated].

Contract Time:  days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:



## CHANGE ORDER NO.: [Number of Change Order]

Owner: Town of New Windsor Owner's Project No.: \_\_\_\_\_  
Engineer: MHE Engineering, D.P.C. Engineer's Project No.: 18-732.1  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: Caesars Lane WWTP Expansion Phase 1  
Date Issued: \_\_\_\_\_ Effective Date of Change Order: \_\_\_\_\_

The Contract is modified as follows upon execution of this Change Order:

Description:

**[Description of the change]**

Attachments:

**[List documents related to the change]**

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
<b>[Increase] [Decrease]</b> from previously approved Change Orders No. 1 to No. <b>[Number of previous Change Order]</b> : \$ _____	<b>[Increase] [Decrease]</b> from previously approved Change Orders No.1 to No. <b>[Number of previous Change Order]</b> : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
<b>[Increase] [Decrease]</b> this Change Order: \$ _____	<b>[Increase] [Decrease]</b> this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Accepted by Contractor

By: \_\_\_\_\_

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

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

Authorized by Owner

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_

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

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



## FIELD ORDER NO.: [Number of Field Order]

Owner:	<u>Town of New Windsor</u>	Owner's Project No.:	<u>                    </u>
Engineer:	<u>MHE Engineering, D.P.C.</u>	Engineer's Project No.:	<u>18-732.1</u>
Contractor:	<u>                                            </u>	Contractor's Project No.:	<u>                    </u>
Project:	<u>Caesars Lane WWTP Expansion Phase 1</u>		
Contract Name:	<u>                                                                                            </u>		
Date Issued:	<u>                                            </u>	Effective Date of Field Order:	<u>                                            </u>

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

### Reference:

Specification Section(s):

Drawing(s) / Details (s):

### Description:

**[Description of the change to the Work]**

### Attachments:

**[List documents supporting change]**

### Issued by Engineer

By:                                                                                             

Title:                                                                                             

Date:



## CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	<u>Town of New Windsor</u>	Owner's Project No.:	<u>                    </u>
Engineer:	<u>MHE Engineering, D.P.C.</u>	Engineer's Project No.:	<u>18-732.1</u>
Contractor:	<u>                                            </u>	Contractor's Project No.:	<u>                    </u>
Project:	<u>Caesars Lane WWTP Expansion Phase 1</u>		
Contract Name:	<u>                                            </u>		

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

**[Describe the portion of the work for which Certificate of Substantial Completion is issued]**

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

**[List amendments to Owner's Responsibilities]**

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

**[List amendments to Contractor's Responsibilities]**

The following documents are attached to and made a part of this Certificate:

**[List attachments such as punch list; other documents]**

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

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



## NOTICE OF ACCEPTABILITY OF WORK

Owner:	<u>Town of New Windsor</u>	Owner's Project No.:	<u>                    </u>
Engineer:	<u>MHE Engineering, D.P.C.</u>	Engineer's Project No.:	<u>18-732.1</u>
Contractor:	<u>                                            </u>	Contractor's Project No.:	<u>                    </u>
Project:	<u>Caesars Lane WWTP Expansion Phase 1</u>		
Contract Name:	<u>                                            </u>		
Notice Date:	<u>                    </u>	Effective Date of the Construction Contract:	<u>                    </u>

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (*signature*):                                             

Name (*printed*):                                             

Title:



Exhibit A

Pre-Construction Survey Report For  
Asbestos-Containing Materials (ACM)

Lead-Based Paints (LBP)

Polychlorinated Biphenyl (PCB)

QuES&T





Quality Environmental Solutions & Technologies, Inc.

**PRE-CONSTRUCTION SURVEY REPORT  
FOR  
ASBESTOS-CONTAINING MATERIALS (ACM)  
LEAD-BASED PAINTS (LBP)  
POLYCHLORINATED BIPHENYL (PCB)**

**Prepared for:  
TOWN OF NEW WINDSOR  
555 Union Avenue  
New Windsor, NY 12553**

**at**

**WASTEWATER TREATMENT PLANT  
145 Caesars Lane  
New Windsor, NY 12553**

**June 25, 2024**

**QuES&T Project #245999**



# QuES&T

Quality Environmental Solutions & Technologies, Inc.

Town of New Windsor  
555 Union Avenue  
New Windsor, NY 12553

**ATTN: Jessica Marina**

Via E-mail: [jmarina@newwindsor-ny.gov](mailto:jmarina@newwindsor-ny.gov)

Re: Town of New Windsor  
Wastewater Treatment Plant  
Pre-Construction Asbestos, Lead, & PCB  
QuES&T Project #245999

Dear Ms. Marina

Attached is the Pre-Construction Inspection Report for Asbestos-containing Materials (ACM), Lead-Based Paints (LBP), and Polychlorinated Biphenyls (PCBs) identified throughout areas included within the above-referenced location(s) by **Quality Environmental Solutions & Technologies, Inc. (QuES&T)**. The inspection included visual assessment of the location in question, and representative sampling, as required, in compliance with the requirements of all applicable federal, state, and local regulations.

The attached report summarizes the inspection protocol and inspection results for your review. **QuES&T** believes this report accurately reflects the material condition existing in the functional spaces at the time of our inspection.

Should you wish to discuss this matter further or require additional information concerning this submittal, please contact us at (845) 298-6031. **QuES&T** appreciates the opportunity to assist the Town of New Windsor in the environmental services area.

Sincerely,



Zachary Timpano  
Technical Services  
NYS/AHERA Inspector  
Cert # 23-61PEY-SHAB  
NYS Licensed Mold Assessor # MA01430  
EPA Lead Risk Assessor / Inspector Cert# LBP-R/I-I252793-1







Quality Environmental Solutions & Technologies, Inc.

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## EXECUTIVE SUMMARY

Quality Environmental Solutions & Technologies, Inc. (**QuES&T**) was retained by the Town of New Windsor to conduct a Pre-Construction Survey for the presence of Asbestos-containing Materials (ACM), Lead-based Paints (LBP), Polychlorinated Biphenyls (PCB) in support of the Wastewater Treatment Plant Renovation Project, located at 145 Caesars Lane, New Windsor, NY 12553.

The survey included a visual inspection/assessment for suspect hazardous material(s), as detailed above, which are likely to be affected by planned demolition/renovations/construction activities. Inspection and sampling was limited to areas/materials slated for demolition/renovation/construction, as detailed in drawings, dated March 29, 2024, by MHE Engineering.

The survey was conducted by **QuES&T** personnel on May 2, 2024. Asbestos, Lead & PCB inspections and/or sampling was conducted by NYSDOL Asbestos Inspector(s) Shannon D. Talsma (AH# 23-61PEC-SHAB), and Zachary Timpano (AH# 23-61PEY-SHAB). The lead survey was conducted by EPA Lead Inspector/Risk Assessor Zachary Timpano utilizing X-Ray Fluorescence Technology (XRF).

## ASBESTOS

Laboratory analysis and/or existing sampling data indicated the following materials as Asbestos-containing Materials (greater than 1% asbestos) (**Refer to Table I & Appendix A for details and locations**)

### Exterior

- Cementitious Pipe

## LEAD

Based on review of the data generated by the Viken Pb200e XRF Spectrum Analyzer, the following surfaces within the scope of work were identified as lead-based as defined by HUD/EPA (equal to or in excess of 1.0 milligram per square centimeter) (**Refer to Table II & Appendix B for details**):

### Waste Water Treatment Plant

- Bypass Building, Steel Beam & Column, Metal – Blue
- Primary Tank #1 & #2, Outer Railing, Metal – Grey
- Trickling Filter #1 & #2, Catwalk Support, Metal – Red
- Trickling Filter #1 & #2, Filter Motor, Metal – Blue
- Trickling Filter #2, Railing, Metal - Grey

It should be noted that several components tested did in fact contain minimal lead-levels below the EPA threshold level of 1.0 mg/sq. cm for classification as Lead-Based Paint (LBP) and are considered lead-containing coatings by the OSHA Regulation, “Lead Exposure in Construction” (29 CFR 1926.62). OSHA does not recognize a minimum limit for lead concentrations in paint for the purposes of disturbance. Monitoring of workers performing demolition/cleaning/disturbance of painted surfaces shall be completed to document personnel occupational exposure. Items containing any amount of lead concentration are considered lead-containing coatings per 29 CFR 1926.62, OSHA Lead Exposure in Construction.



## PCB

- Materials are considered to be hazardous if they contain greater than fifty (50) parts per million (ppm) of PCBs based on a sum of all Aroclors. Laboratory analysis indicates that the following materials are hazardous based on PCB concentrations of greater than 50 ppm.

**None Detected**

## 1.0 INTRODUCTION:

Quality Environmental Solutions & Technologies, Inc. (**QuES&T**) performed a Pre-Construction Survey for the presence of Asbestos-containing Materials (ACM), Lead-based Paint (LBP) and Polychlorinated Biphenyls (PCB) in conformance with the requirements of all applicable federal, state, and local regulations. The survey included a visual inspection/assessment, and representative sampling of suspect hazardous materials, as required, throughout accessible interior and exterior locations to be affected by future renovations of 145 Caesars Lane, New Windsor, NY 12553.

Certified **QuES&T** personnel, Shannon Talsma & Zachary Timpano conducted field inspection(s) on May 2, 2024. The inspection scope was established based on review of work scope drawings provided by MHE Engineering. Results and findings from previous surveys conducted by **QuES&T** were utilized in this inspection.

**QuES&T** established functional spaces based either on physical barriers (i.e. walls, doors, etc.) or homogeneity of material. Within each functional space identified, a visual inspection was performed using reasonable care and judgment, to identify and assess location, quantity, friability, and/or condition, as applicable, of all accessible installed building materials observed at the affected portion of the building/structure.

Limited localized demolition of building surfaces was performed, as part of this survey, to access concealed surfaces. No disassembly of installed equipment was conducted as part of this inspection. ACM, LBP and/or PCB's, concealed within structural components and equipment interiors or that is accessible only through extensive mechanical or structural demolition may not have been identified as part of this survey.

Homogenous material types were established based on appearance, color and texture. The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. The findings and conclusions of this report are not meant to be indicative of future conditions at the site and does not warrant against conditions that were not evident from visual observations or historical information obtained from others.



## 2.0 ASBESTOS SURVEY:

### 2.1 INSPECTION SUMMARY

**QuES&T** performed a Pre-Construction Survey, in conformance with Title 12 NYCRR Part 56-5.1, for Town of New Windsor in support of the Construction Project at 145 Caesars Lane, New Windsor, NY 12553. The survey included a visual inspection / assessment for Presumed Asbestos-containing Materials (PACM) and suspect miscellaneous Asbestos-containing Materials (ACM) throughout accessible interior and exterior locations to be affected by future renovations, as detailed above. Results and findings from previous inspections conducted by **QuES&T** were utilized in this inspection.

Limited localized demolition of building surfaces was performed, as part of this survey, to access concealed surfaces. No disassembly of installed equipment was conducted as part of this inspection. ACM concealed within structural components and equipment interiors or that is accessible only through extensive mechanical or structural demolition may not have been identified as part of this survey. When any construction activity, such as demolition, remodeling, renovation or repair work, reveals PACM or suspect miscellaneous ACM that has not been identified, as part of this survey, all construction activities shall cease in the affected area.

The survey included both visual inspection of accessible spaces and representative sampling of suspect building materials for ACM. Samples collected were analyzed by a laboratory approved under the New York State Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP). Samples were analyzed in the laboratory by Polarized Light Microscopy (PLM), Polarized Light Microscopy-NOB (PLM-NOB) and/or Quantitative Transmission Electron Microscopy (QTEM), as required. Sample collection and laboratory analysis were conducted in compliance with the requirements of Title 12 NYCRR Part 56-5.1, 29 CFR 1926.1101 and standard EPA & OSHA accepted methods. Samples consisting of multiple layers were separated and analyzed independently in the laboratory.

### 2.2 SAMPLE COLLECTION & ANALYTICAL PROCEDURES

Representative bulk sampling was performed on suspect building materials for laboratory analysis using PLM, PLM-NOB, and/or QTEM. The following is a summary of installed building materials sampled:

- Wall Materials – Cementitious Block, Brick, Mortar.
- Flooring Materials – Cementitious Slab.
- Roofing Materials – EPDM, ISO Foam.
- Miscellaneous Materials – Caulk, Cementitious Pipe.

Certified **QuES&T** personnel (Appendix C), Shannon D. Talsma (Cert. #AH 23-61PEC-SHAB) and Zachary Timpano (Cert. #AH 23-61PEY-SHAB) performed visual assessments throughout interior and exterior construction areas. A total of eighty-six (86) samples/layers of installed and accessible suspect building materials were analyzed by a laboratory approved under the NYSDOH ELAP. Thirty-two (32) samples/layers were analyzed using Polarized Light Microscopy (PLM) for friable materials; twenty-eight (28) samples/layers were analyzed using Polarized Light Microscopy (PLM-NOB) for non-friable organically bound materials; and twenty-six (26) samples/layers were analyzed by Confirmatory-QTEM following negative-determinations using PLM-NOB protocols.



## 2.3 IDENTIFIED ASBESTOS-CONTAINING MATERIALS (ACM)

**TABLE I: IDENTIFIED ACM**  
**Town of New Windsor**  
**Wastewater Treatment Plant**  
**145 Caesars Lane**  
**New Windsor, NY 12553**  
**(Construction Areas)**  
**(Refer to Appendix A for details)**

**KEY:** **ACM** = Materials containing greater than 1% of asbestos;  
**LF** = Linear Feet; **SF** = Square Feet; **PACM** = Presumed Asbestos-containing Materials;  
**Friable** = ACM capable of being released into air, and which can be crumbled, pulverized, powdered, crushed, or exposed by hand-pressure.

Location	Material	Approximate Quantity	Friable?	Condition
<b>EXTERIORS</b>				
Near Settling Tank #3, Protruding Out of the Ground	ACM Cementitious Pipe	3 LF	Yes	Good
Note: Length of the Cementitious Pipe is unknown at this time as it goes underground. Additional quantity of piping likely present below.				



### 3.0 LEAD SURVEY:

#### 3.1 INSPECTION SUMMARY

**QuES&T** conducted a Limited Pre-Construction Lead Survey, utilizing X-Ray Fluorescence Technology (XRF), throughout specific interior and exterior areas of the Wastewater Treatment Plant, located at 145 Caesars Lane, New Windsor, NY 12553 in support of the upcoming Construction Project. The survey was limited to specific accessible, representative building components & immovable objects, potentially affected by scheduled renovation/construction activities.

EPA Lead Inspector/Risk Assessor Zachary Timpano (Cert.# LBP-R/I-1252793-1) of **QuES&T**, collected a total of one hundred twenty four (**124**) samples (including calibrations) on May 2, 2024.

#### 3.2 IDENTIFIED LEAD-BASED PAINT(S) (LBP)

Based on review of the data generated by the Viken Pb200e XRF Spectrum Analyzer, the following surfaces tested were identified as lead-based as defined by HUD/EPA (equal to or in excess of 1.0 milligram per square centimeter):

**TABLE II: IDENTIFIED LEAD-BASED PAINT**

**Town of New Windsor**  
**Wastewater Treatment Plant**  
**145 Caesars Lane**  
**New Windsor, NY 12553**  
**(Construction Areas)**  
**(Refer to Appendix B for details)**

Location	LBP Component	Substrate	Color	LBP Condition	Approximate Quantity
Bypass Building	Steel Beams/Columns	Metal	Blue	Poor	70 SF
Primary Tank #1, Primary Tank #3, & Trickling Filter #2	Outer Railing	Metal	Grey	Poor	120 LF
Trickling Filter #1 & Trickling Filter #2	Catwalk Supports	Metal	Red	Poor	160 SF
Trickling Filter #1 & Trickling Filter #2	Filter Motor	Metal	Blue	Poor	24 SF

**NOTE:** Locations and quantities of identified LBP's are limited to areas potentially affected by future renovation activities. Surfaces/components with LBP's may exist in other spaces not included in this scope of work.

It should be noted that several components tested did in fact contain minimal lead-levels below the EPA threshold level of 1.0 mg/sq. cm for classification as Lead-Based Paint (LBP) and are considered lead-containing coatings by the OSHA Regulation, "Lead Exposure in Construction" (29 CFR 1926.62). OSHA does not recognize a minimum limit for lead concentrations in paint for the purposes of disturbance. Monitoring of workers performing demolition/cleaning/disturbance of painted surfaces shall be completed to document personnel occupational exposure. Items containing any amount of lead concentration are considered lead-containing coatings per 29 CFR 1926.62, OSHA Lead Exposure in Construction.



#### 4.0 POLYCHLORINATED BIPHENYL (PCB) SURVEY:

##### 4.1 INSPECTION SUMMARY

**QuES&T** conducted a Limited Pre-Construction Survey for the presence of PCBs in support of the NYSDOH Construction Project for the Town of New Windsor Waste Water Treatment Plant located at 145 Caesars Lane, New Windsor, NY 12553. Sampling was limited to representative, homogenous, exterior caulks potentially affected by renovations as detailed in work scope drawings provided by MHE Engineering dated March 29, 2024.

Mr. Shannon D. Talsma & Mr. Zachary Timpano of **QuES&T**, collected a total of four (4) bulk samples on May 2, 2024, consisting of four (4) exterior caulk samples. Bulk samples were properly packaged and forwarded to York Analytical Laboratories, Inc., in Stratford, CT for analysis using method SW846-8082A. Copies of the analytical results are contained within attached appendices for review.

##### 4.2 IDENTIFIED PCBS

A summation of samples collected, and associated results are as follows:

<b><u>TABLE III: SUMMATION OF COLLECTED PCB CAULK SAMPLES</u></b> <b><u>Town of New Windsor</u></b> <b><u>Wastewater Treatment Plant</u></b> <b><u>145 Caesars Lane</u></b> <b><u>New Windsor, NY 12553</u></b> <b><u>(Construction Areas)</u></b>						
Sample #	Location/Description	Material Matrix	Color	Substrate	Applicable Regulatory Standards (Most Stringent)	Classification Result Upon Lab analysis
5999-PCB-01	Bypass Building, Exterior, Door, Frame, Metal to Brick and Mortar	Caulk	Gray	Metal/Brick	USEPA 40 CFR 761	<b>Not Detected</b> at The Reporting Limit (RL) or above.
5999-PCB-02	Bypass Building, Exterior, Window, Frame, Metal to Brick and Mortar	Caulk	Black	Metal/Brick	USEPA 40 CFR 761	<b>Not Detected</b> at The Reporting Limit (RL) or above.
5999-PCB-03	Grit Building, Exterior, Door, Frame, Metal to Cementitious Block and Mortar	Caulk	Gray	Metal/CMU	USEPA 40 CFR 761	<b>Not Detected</b> at The Reporting Limit (RL) or above.
5999-PCB-04	Grit Building, Exterior, Window, Frame, Metal to Cementitious Block and Mortar	Caulk	Brown	Metal/CMU	USEPA 40 CFR 761	<b>Not Detected</b> at The Reporting Limit (RL) or above.



## **5.0 RECOMMENDATIONS:**

### **5.1 ASBESTOS**

All construction personnel as well as individuals who have access to locations where asbestos containing materials (ACM) exists should be informed of its presence and the proper work practices in these areas. Conspicuous labeling of all ACM is suggested to ensure personnel is adequately informed. Personnel should be informed not to rest, lean or store material or equipment on or near these surfaces and not to cut, saw, drill, sand or disturb ACM. All removal, disturbance, and repair of ACM should be performed in compliance with Title 12 NYCRR Part 56 by persons properly trained to handle ACM. Facility custodial and maintenance personnel should receive training commensurate with their work activities; as defined in 29 CFR 1910.1001.

As specified in Title 12 NYCRR Part 56-5.1 (h) and (i), "If the building/structure asbestos survey finds that the portion of the building/structure to be demolished, renovated, remodeled, or have repair work contains ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material, which is impacted by the work, the owner or the owner's agent shall conduct, or cause to have conducted, asbestos removal performed by a licensed asbestos abatement contractor in conformance with all standards set forth in this Part. All ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material impacted by the demolition, renovation, remodeling or repair project shall be removed as per this Part, prior to access or disturbance by other uncertified trades or personnel. No demolition, renovation, remodeling or repair work shall be commenced by any owner or the owner's agent prior to the completion of the asbestos abatement in accordance with the notification requirements of this Part...All building/structure owners and asbestos abatement contractors on a demolition, renovation, remodeling, or repair project, which includes work covered by this part, shall inform all trades on the work site about PACM, ACM, asbestos material and suspect miscellaneous ACM...Bids may be advertised and contracts awarded for demolition, remodeling, renovation, or repair work, but no work on the current intermediate portion of the project shall commence on the demolition, renovation, remodeling or repair work by any owner or agent prior to completion of all necessary asbestos abatement work for the current intermediate portion of the entire project, in conformance with all standards set forth in this Part."

Prior to conducting demolition or construction work at the building, all ACM affected/impacted by such activities shall be removed utilizing a licensed asbestos abatement contractor and NYSDOL/EPA/NYC certified personnel prior to construction/demolition activities. All work conducted should be in accordance with all legal requirements, including but not limited to U.S. Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) [40 CFR Part 61], New York State Industrial Code Rule 56 Asbestos Regulations (ICR 56) and Chapter 1 of Title 15 of the Rules of the City of New York Regulations, as applicable. Advance notification of the asbestos project to the USEPA, NYSDOL, and NYCDEP may be required.

All suspect building materials not sampled during this survey should be considered ACM until these materials are sampled and analyzed for ACM in the laboratory. Concealed ACM: In addition to the ACMs identified at the site, there is a possibility that concealed ACM may exist at the subject facility. As such, if any concealed suspect ACM is encountered during future construction related activities, the work should immediately stop. Prior to resuming the work, the suspect ACM should either be 1) Sampled by an appropriately-certified asbestos professional and submitted to an Approved NYSDOH ELAP laboratory for asbestos analysis or 2) Presumed to be ACM (PACM) and removed by a licensed asbestos abatement contractor for disposal in accordance with all applicable regulations.

### **5.2 LEAD**



In addition to any identified Lead-based Paints (LBP), several components tested did in fact contain minimal lead-levels below the EPA threshold level of 1.0 mg/sq. cm for classification as LBP and are considered lead-containing coatings by the OSHA Regulation, "Lead Exposure in Construction" (29 CFR 1926.62). OSHA does not recognize a minimum limit for lead concentrations in paint for the purposes of disturbance. Monitoring of workers performing demolition/cleaning/disturbance of painted surfaces shall be completed to document personnel occupational exposure. Items containing any amount of lead concentration are considered lead-containing coatings per 29 CFR 1926.62, OSHA Lead Exposure in Construction.

Activities involving the disturbance of LBP in homes, child-occupied facilities, and/or pre-schools built before 1978 must follow the requirements outlined by EPA regulations (40 CFR 745).

In areas where demolition and/or renovations are to occur and lead is present, the demolition debris waste stream should be further analyzed during segregation for compliance with EPA regulations to ensure proper disposal. TCLP testing can be performed prior to waste segregation, but results may not be indicative of the actual waste streams produced during demolition.

### **5.3 PCB CAULK**

Materials are considered to be hazardous if they contain greater than fifty (50) parts per million (ppm) PCBs based on the sum of all Aroclors. All materials containing greater than 50 ppm PCBs potentially impacted by proposed renovations should be abated in accordance with any applicable federal, state, and/or local codes, rules, and regulations.

## **6.0 DISCLAIMERS**

The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. Conditions may have changed since that time and the findings and conclusions of this report are not meant to be indicative of future conditions at the Site. This report does not warrant against conditions that were not evident from visual observations or historical information obtained, or conditions that could only be determined by physical sampling or other intrusive investigation techniques that are outside the proposed scope of work.

It should be noted that the information contained within this report is based solely upon site observations and the results of laboratory analysis for samples collected by **QuES&T**. These observations and results are time dependent, subject to changing site conditions and revisions to Federal, State and Local regulations. **QuES&T** warrants that these findings have been promulgated after being prepared in general accordance with generally accepted practices in the abatement industries. **QuES&T** also recognizes that inspection laboratory data is not usually sufficient to make all abatement and management decisions.

Due to the potential for concealed Asbestos-containing Materials (ACM) or other regulated materials, this report should not be construed to represent all ACM or regulated materials within the site(s). All quantities of ACM or other regulated materials identified, and all dimensions listed within this report are approximate and should be verified On-site.

This inspection report is not intended to be used as the sole basis for soliciting pricing for regulated materials abatement. An abatement plan, specification, drawing and/or Variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project. The Linear and/or Square Footages (LF / SF) listed within this Report are only approximates. Abatement Contractor(s) are required to visit the building(s) in order to take actual field measurements within each listed location.

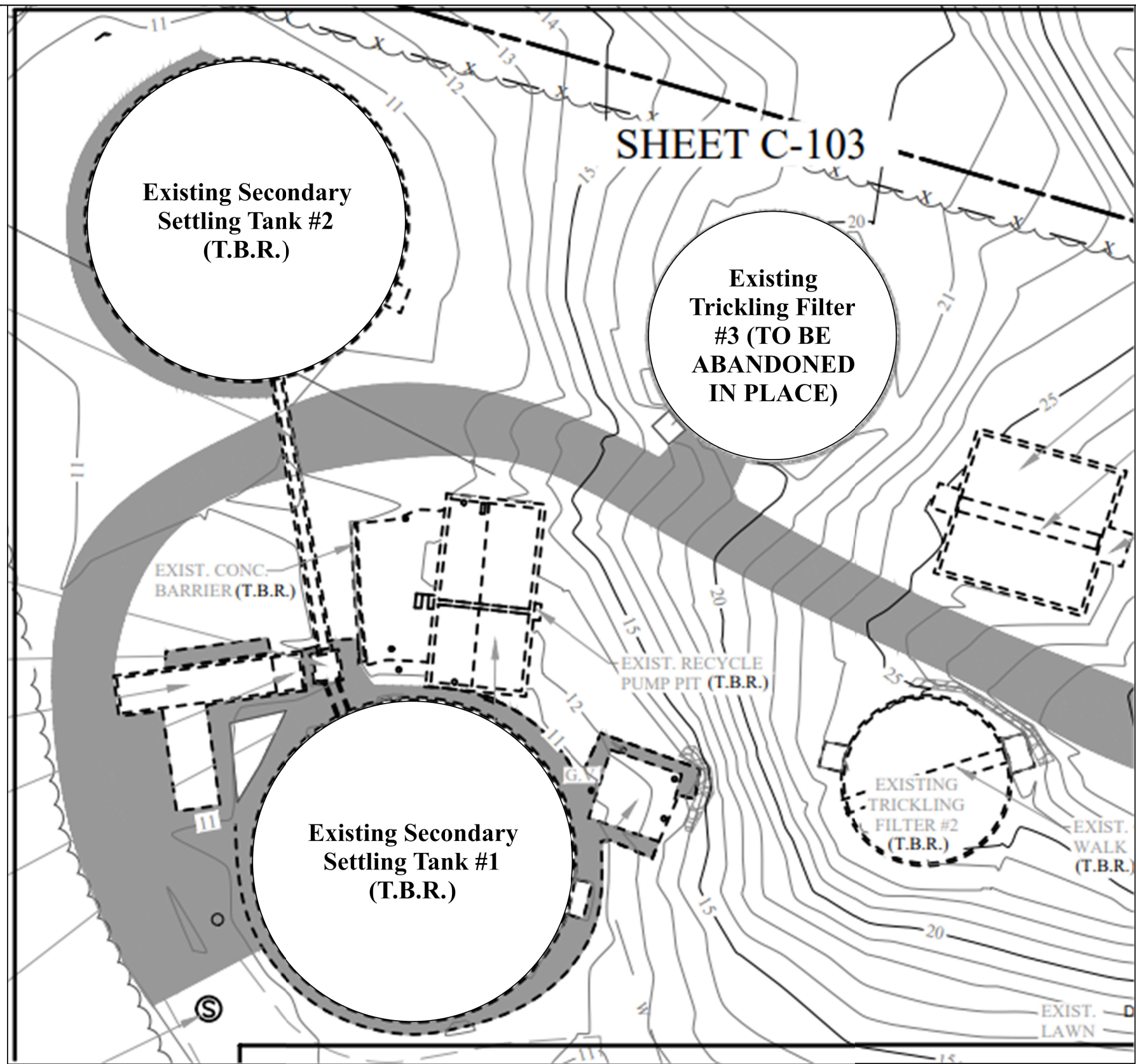




Quality Environmental Solutions & Technologies, Inc.

## **Appendix A: ACM LOCATION DRAWINGS & PICTURES**





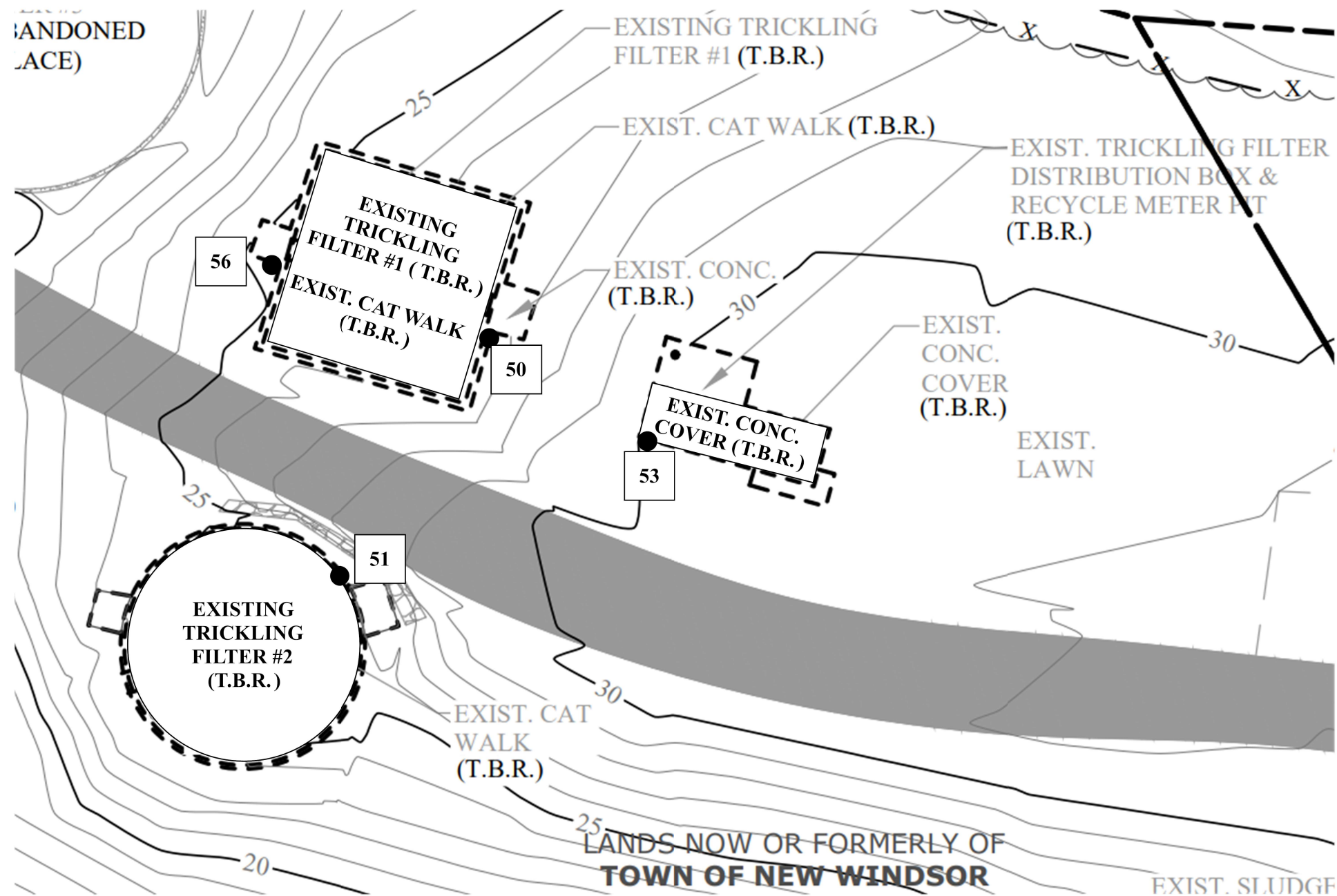
No Asbestos-containing Materials (ACM) identified upon PLM & QTEM/PLM analysis



**\*\*Drawing Not to Scale\*\***  
This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

<b>Date:</b> 6/24/24	<b>Version #</b> 1
<b>Issued For:</b> Asbestos Survey	
<b>QuES&amp;T Project # :</b> 24-5999	
<b>Project Manager:</b> RWL	<b>Prepared By:</b> ZT
<div><b>QuES&amp;T</b>  Quality Environmental Solutions &amp; Technologies, Inc. 1376 Route 9 Wappingers Falls, NY 12590 Phone: (845) 298- 6031 Fax: (845) 298-6251</div>	
<div>CLIENT  <b>TOWN OF NEW WINDSOR</b> 555 Union Avenue New Windsor, NY 12553</div>	
<div>PROJECT LOCATION  <b>Wastewater Treatment Plant</b> 145 Caesars Lane New Windsor, NY 12553</div>	
<div><b>SITE PLAN ACM LOCATIONS</b></div>	
<div><b>ASB-01</b></div>	





No Asbestos-containing Materials (ACM) identified upon PLM & QTEM/PLM analysis



**\*\*Drawing Not to Scale\*\***

This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

**Date:**  
6/24/24

**Version #**  
1

**Issued For:**  
Asbestos Survey

**QuES&T Project # :**  
24-5999

**Project Manager:** RWL

**Prepared By:**  
ZT

**QuES&T**

Quality Environmental  
Solutions & Technologies, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590  
Phone: (845) 298- 6031  
Fax: (845) 298-6251

CLIENT

**TOWN OF NEW WINDSOR**  
555 Union Avenue  
New Windsor, NY 12553

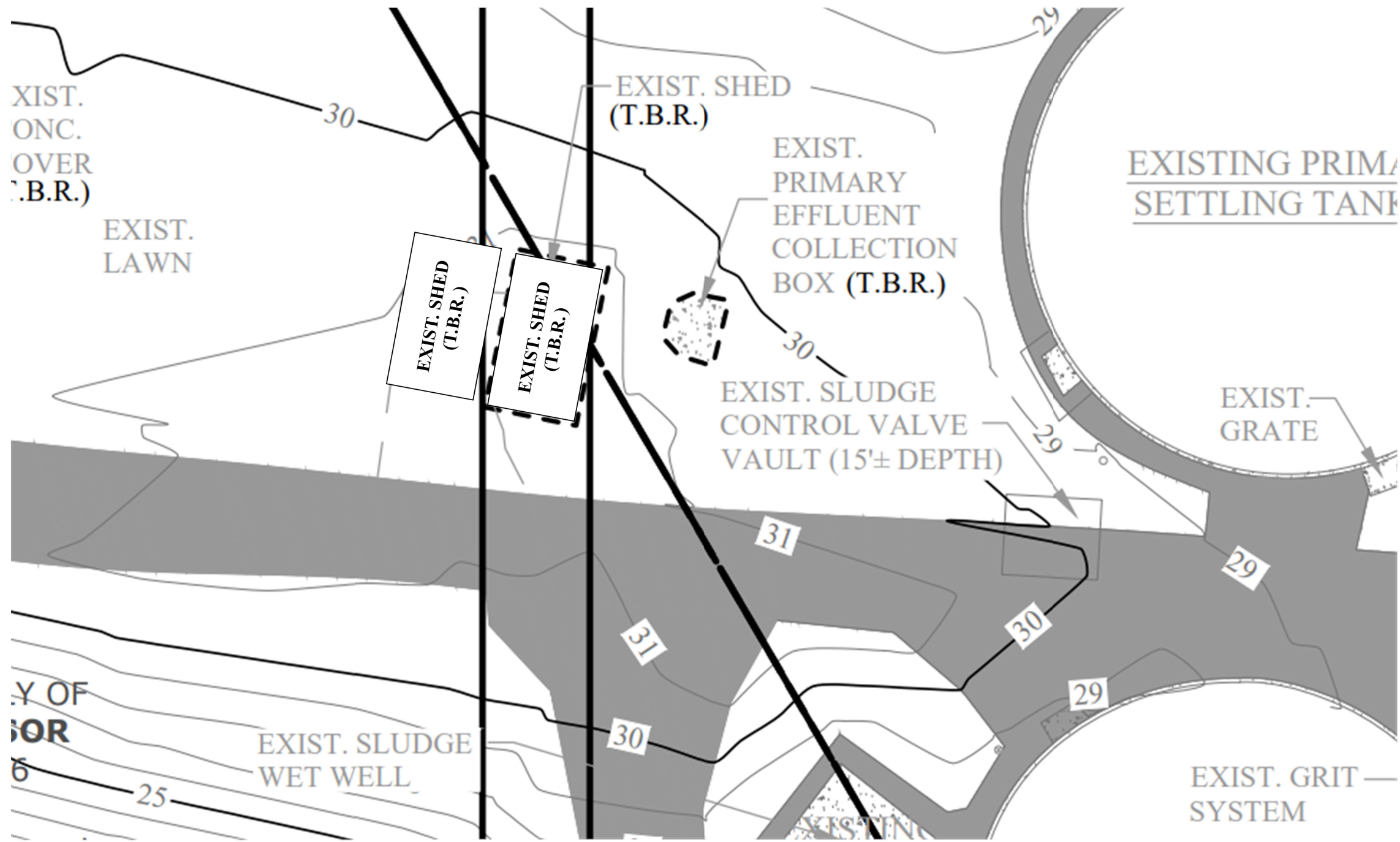
PROJECT LOCATION

**Wastewater Treatment Plant**  
145 Caesars Lane  
New Windsor, NY 12553

**SITE PLAN  
ACM LOCATIONS**

**ASB-02**





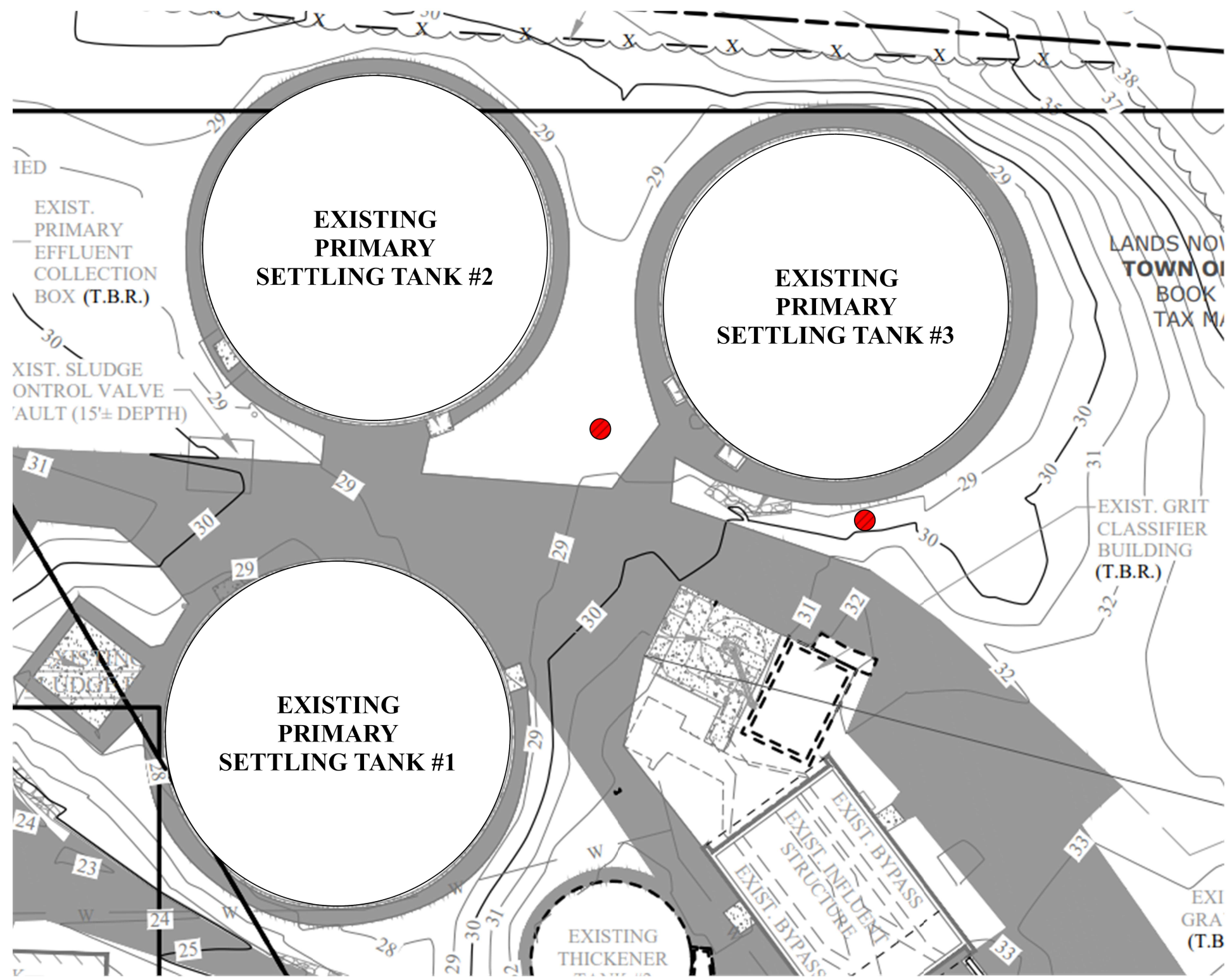
No Asbestos-containing Materials (ACM) identified upon PLM & QTEM/PLM analysis



**\*\*Drawing Not to Scale\*\***  
This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

<b>Date:</b> 6/24/24	<b>Version #</b> 1
<b>Issued For:</b> Asbestos Survey	
<b>QuES&amp;T Project # :</b> 24-5999	
<b>Project Manager:</b> RWL	<b>Prepared By:</b> JL
<div><b>QuES&amp;T</b>  Quality Environmental Solutions &amp; Technologies, Inc. 1376 Route 9 Wappingers Falls, NY 12590 Phone: (845) 298- 6031 Fax: (845) 298-6251</div>	
<div><b>CLIENT</b>  <b>TOWN OF NEW WINDSOR</b> 555 Union Avenue New Windsor, NY 12553</div>	
<div><b>PROJECT LOCATION</b>  <b>Wastewater Treatment Plant</b> 145 Caesars Lane New Windsor, NY 12553</div>	
<b>SITE PLAN ACM LOCATIONS</b>	
<b>ASB-03</b>	





*Note: The possibility of additional cementitious pipe being buried throughout the property does exist and should it be found, it should be abated/removed in Accordance with 12NYCRR Part 56.*

SAMPLE LOCATION KEY	
	ACM Cementitious Pipe



**\*\*Drawing Not to Scale\*\***

This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

**Date:**  
6/24/24

**Version #**  
1

**Issued For:**  
Asbestos Survey

**QuES&T Project # :**  
24-5999

**Project Manager:** RWL

**Prepared By:** SDT

**QuES&T**

Quality Environmental  
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1376 Route 9  
Wappingers Falls, NY 12590  
Phone: (845) 298- 6031  
Fax: (845) 298-6251

CLIENT

**TOWN OF NEW WINDSOR**  
555 Union Avenue  
New Windsor, NY 12553

PROJECT LOCATION

**Wastewater Treatment Plant**  
145 Caesars Lane  
New Windsor, NY 12553

**SITE PLAN  
ACM LOCATIONS**

**ASB-04**



# QuES&T

Quality Environmental Solutions & Technologies, Inc.

Photo – ACM Cementitious Pipe.



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1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251

NYS MWBD MBE Cert # 49952-2006 NYSUCP DBE Certified NJUCP DBE Certified [www.Qualityenv.com](http://www.Qualityenv.com)





Quality Environmental Solutions & Technologies, Inc.

## **Appendix B: ASBESTOS SAMPLE RESULTS & SAMPLE LOCATIONS**



**Eastern Analytical Services, Inc.****Bulk Sample Results**

RE: CPN 245999 - Town of New Windsor - Pre-Construction Environmental Inspection -  
Wastewater Treatment Plant - 145 Caesars Lane - New Windsor, NY

Date Collected : 05/02/2024  
Collected By : S. Talsma/Z. Timpano  
Date Received : 05/03/2024  
Date Analyzed : 05/09/2024  
Analyzed By : George Htay

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Signature : 

Analytical Method : NYS-DOH 198.1

NVLAP Lab Code : 101646-0 (Testing)

NYS Lab No. 10851

Paul Stascavage , Lab Director

Sample ID Number	5999-01	5999-02	5999-03	5999-04
Layer Number				
Lab ID Number	2998739	2998740	2998741	2998742
Sample Location	1st Floor, Bypass Building, Wall, Perimeter, On Cementitious Block	1st Floor, Bypass Building, Wall, Perimeter, On Cementitious Block	1st Floor, Bypass Building, Wall, Perimeter	1st Floor, Bypass Building, Wall, Perimeter
Sample Description	Mortar	Mortar	Cementitious Block	Cementitious Block
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	No	No	No
	Homogenous	No	No	No
	Fibrous	No	No	No
	Color	Gray	Gray/White	Gray/White
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	30.0	20.0	25.0
Materials	% Carbonates	30.0	35.0	35.0
Present	% Other	ND	ND	ND
	% Unidentified	40.0	45.0	40.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.

Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.

These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy  $\pm$  17%. Samples received in acceptable condition unless otherwise noted.

AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936



**Eastern Analytical Services, Inc.****Bulk Sample Results**

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Wastewater Treatment Plant - 145 Caesars Lane - New Windsor, NY

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Collected By : S. Talsma/Z. Timpano  
Date Received : 05/03/2024  
Date Analyzed : 05/09/2024  
Analyzed By : George Htay

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Signature : 

Analytical Method : NYS-DOH 198.1

NVLAP Lab Code : 101646-0 (Testing)

NYS Lab No. 10851

Paul Stascavage , Lab Director

Sample ID Number	5999-05	5999-06	5999-07	5999-08
Layer Number				
Lab ID Number	2998743	2998744	2998745	2998746
Sample Location	1st Floor, Bypass Building, Floor	1st Floor, Bypass Building, Floor	Exterior, Bypass Building, Facade, On Brick	Exterior, Bypass Building, Facade, On Brick
Sample Description	Cementitious Slab	Cementitious Slab	Mortar	Mortar
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	No	No
	Homogenous	No	No	No
	Fibrous	No	No	No
	Color	Gray/Yellow	Gray	Gray
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	25.0	20.0	35.0
Materials	% Carbonates	35.0	35.0	25.0
Present	% Other	ND	ND	ND
	% Unidentified	40.0	45.0	40.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.

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Date Collected : 05/02/2024  
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Signature : 

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Analytical Method : NYS-DOH 198.1

NVLAP Lab Code : 101646-0 (Testing)

NYS Lab No. 10851

Paul Stascavage , Lab Director

Sample ID Number	5999-09	5999-10	5999-21	5999-22
Layer Number				
Lab ID Number	2998747	2998748	2998749	2998750
Sample Location	Exterior, Bypass Building, Facade	Exterior, Bypass Building, Facade	Interior, Grit Building, Wall, Perimeter, On Cementitious Block	Interior, Grit Building, Wall, Perimeter, On Cementitious Block
Sample Description	Brick	Brick	Mortar	Mortar
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	No	No
	Homogenous	No	Yes	Yes
	Fibrous	No	No	No
	Color	Orange/Brown	Gray	Gray
Sample Treatment	Homogenized	Homogenized	None	None
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	30.0	35.0	35.0
Materials	% Carbonates	ND	25.0	20.0
Present	% Other	ND	ND	ND
	% Unidentified	70.0	40.0	45.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.

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**Eastern Analytical Services, Inc.****Bulk Sample Results**

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Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Signature : 

Analytical Method : NYS-DOH 198.1

NVLAP Lab Code : 101646-0 (Testing)

NYS Lab No. 10851

Paul Stascavage , Lab Director

Sample ID Number	5999-23	5999-24	5999-25	5999-26
Layer Number				
Lab ID Number	2998751	2998752	2998753	2998754
Sample Location	Interior, Grit Building, Wall, Perimeter	Interior, Grit Building, Wall, Perimeter	Interior, Grit Building, Floor	Interior, Grit Building, Floor
Sample Description	Cementitious Block	Cementitious Block	Cementitious Slab	Cementitious Slab
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	Yes	Yes
	Homogenous	No	No	No
	Fibrous	No	No	No
	Color	Gray	Gray/Brown	Gray/Brown
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	30.0	30.0	30.0
Materials	% Carbonates	30.0	35.0	30.0
Present	% Other	ND	ND	ND
	% Unidentified	40.0	35.0	40.0

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936



**Eastern Analytical Services, Inc.****Bulk Sample Results**

RE: CPN 245999 - Town of New Windsor - Pre-Construction Environmental Inspection -  
Wastewater Treatment Plant - 145 Caesars Lane - New Windsor, NY

Date Collected : 05/02/2024  
Collected By : S. Talsma/Z. Timpano  
Date Received : 05/03/2024  
Date Analyzed : 05/09/2024  
Analyzed By : George Htay

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Signature : 

Analytical Method : NYS-DOH 198.1

NVLAP Lab Code : 101646-0 (Testing)

NYS Lab No. 10851

Paul Stascavage , Lab Director

Sample ID Number	5999-27	5999-28	5999-29	5999-30
Layer Number				
Lab ID Number	2998755	2998756	2998757	2998758
Sample Location	Exterior, Grit Building, Facade, On Cementitious Block	Exterior, Grit Building, Facade, On Cementitious Block	Exterior, Grit Building, Facade	Exterior, Grit Building, Facade
Sample Description	Mortar	Mortar	Cementitious Block	Cementitious Block
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	No	No	No
	Homogenous	Yes	No	No
	Fibrous	No	No	No
	Color	Brown	Brown/Gray	Brown/Gray
Sample Treatment	None	None	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	40.0	30.0	25.0
Materials	% Carbonates	20.0	30.0	30.0
Present	% Other	ND	ND	ND
	% Unidentified	40.0	40.0	45.0

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1376 Route 9  
Wappingers Falls, NY 12590

Analytical Method : NYS-DOH 198.1

NVLAP Lab Code : 101646-0 (Testing)

NYS Lab No. 10851

Paul Stascavage , Lab Director

Sample ID Number	5999-35	5999-36	5999-43	5999-44
Layer Number				
Lab ID Number	2998759	2998760	2998761	2998762
Sample Location	Exterior, Grit Building, Roof, Field	Exterior, Grit Building, Roof, Field	Exterior, Primary Settling Tank #2, Pipe	Exterior, Primary Settling Tank #3, Pipe
Sample Description	Cementitious Deck	Cementitious Deck	Cementitious Pipe	Cementitious Pipe
Method of Quantification	Scanning Option	Scanning Option	Point Count	Point Count
Appearance	Layered	No	Yes	Yes
	Homogenous	No	No	No
	Fibrous	No	Yes	Yes
	Color	Gray	Gray/Blue	Gray/Green
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	25.0	28.6
	% Other	ND	ND	ND
	% Total Asbestos	ND	25.0	28.6
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	15.0	ND	ND
Materials	% Carbonates	35.0	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	50.0	75.0	71.4

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Wappingers Falls, NY 12590

Signature : 

Analytical Method : NYS-DOH 198.1

NVLAP Lab Code : 101646-0 (Testing)

NYS Lab No. 10851

Paul Stascavage , Lab Director

Sample ID Number	5999-45	5999-46	5999-47	5999-48
Layer Number				
Lab ID Number	2998763	2998764	2998765	2998766
Sample Location	Exterior, Primary Settling Tank #2, Wall	Exterior, Recycling Pump Pit, Wall	Exterior, Settling Tank #1, Wall	Exterior, Secondary Settling Tank #2, Wall
Sample Description	Concrete	Concrete	Concrete	Concrete
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	Yes	Yes
	Homogenous	No	No	No
	Fibrous	No	No	No
	Color	Gray/Green	Gray/Black	Gray/Black
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	30.0	30.0	30.0
Materials	% Carbonates	25.0	30.0	20.0
Present	% Other	ND	ND	ND
	% Unidentified	45.0	40.0	50.0

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Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Signature : 

Analytical Method : NYS-DOH 198.1

NVLAP Lab Code : 101646-0 (Testing)

NYS Lab No. 10851

Paul Stascavage , Lab Director

Sample ID Number	5999-49	5999-50	5999-51	5999-52
Layer Number				
Lab ID Number	2998767	2998768	2998769	2998770
Sample Location	Exterior, Settling Tank #3, Wall	Exterior, Trickling Filter #1, Wall	Exterior, Trickling Filter #2, Wall	Exterior, Trickling Filter #3, Wall
Sample Description	Concrete	Concrete	Concrete	Concrete
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	Yes	Yes
	Homogenous	No	No	No
	Fibrous	No	No	No
	Color	White/Black	Gray/Black	Gray/Black
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	25.0	30.0	25.0
Materials	% Carbonates	25.0	30.0	30.0
Present	% Other	ND	ND	ND
	% Unidentified	50.0	50.0	45.0

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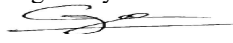

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Collected By :	S. Talsma/Z. Timpano		1376 Route 9
Date Received :	05/03/2024		Wappingers Falls, NY 12590
Date Analyzed :	05/07/2024		
Analyzed By :	George Htay		
Signature :			
Analytical Method :	NYS-DOH 198.6		
NVLAP Lab Code :	101646-0 (Testing)		
NYS Lab No.	10851		
Paul Stascavage			,Lab Director

Sample ID Number	5999-11	5999-12	5999-13	5999-14
Layer Number				
Lab ID Number	2998161	2998162	2998163	2998164
Sample Location	Exterior, Bypass Building, Foundation, On Concrete	Exterior, Bypass Building, Foundation, On Concrete	Exterior, Bypass Building, Roof, Field, Bottom Layer, On Metal Deck	Exterior, Bypass Building, Roof, Field, Bottom Layer, On Metal Deck
Sample Description	Waterproofing Tar	Waterproofing Tar	ISO Foam	ISO Foam

Analytical Method		NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	No	No	No
	Color	Black	Black	Yellow	Yellow

Asbestos	% Amosite	ND	ND	ND	ND
Content	% Chrysotile	< 0.7	< 0.7	ND	ND
	% Other	ND	ND	ND	ND

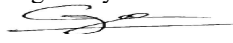

% Total Asbestos	< 0.7 Inconclusive	< 0.7 Inconclusive	ND	ND
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Other	% Organic	23.4	25.2	98.5	98.4
Materials					
Present	% Carbonates	4.9	6.3	1.2	1.3
	% Other Inorganic	71.7	68.5	0.3	0.3



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Analyzed By :	George Htay		
Signature :			
Analytical Method :	NYS-DOH 198.6		
NVLAP Lab Code :	101646-0 (Testing)		
NYS Lab No.	10851		
Paul Stascavage			,Lab Director

Sample ID Number	5999-15	5999-16	5999-17	5999-18
Layer Number				
Lab ID Number	2998165	2998166	2998167	2998168
Sample Location	Exterior, Bypass Building, Roof, Field, Top Layer, On ISO Foam	Exterior, Bypass Building, Roof, Field, Top Layer, On ISO Foam	Exterior, Bypass Building, Double Doors, Frame, Metal to Brick and Mortar	Exterior, Bypass Building, Double Doors, Frame, Metal to Brick and Mortar
Sample Description	EPDM	EPDM	Caulk	Caulk

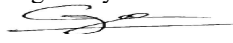

Analytical Method		NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	Yes	Yes	No	No
	Homogenous	No	No	Yes	Yes
	Fibrous	Yes	Yes	No	No
	Color	Black/Gray	Black/Gray	Gray	Gray

Asbestos	% Amosite	ND	ND	ND	ND
Content	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other	% Organic	76.2	75.5	43.4	42.2
Materials					
Present	% Carbonates	2.2	2.2	54.7	55.9
	% Other Inorganic	21.6	22.3	1.9	1.9



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Date Received :	05/03/2024		Wappingers Falls, NY 12590
Date Analyzed :	05/07/2024		
Analyzed By :	George Htay		
Signature :			
Analytical Method :	NYS-DOH 198.6		
NVLAP Lab Code :	101646-0 (Testing)		
NYS Lab No.	10851		
Paul Stascavage			,Lab Director

Sample ID Number	5999-19	5999-20	5999-31	5999-32
Layer Number				
Lab ID Number	2998169	2998170	2998171	2998172
Sample Location	Exterior, Bypass Building, Window, Frame, Metal to Brick and Mortar	Exterior, Bypass Building, Window, Frame, Metal to Brick and Mortar	Exterior, Grit Building, Foundation, On Concrete	Exterior, Grit Building, Foundation, On Concrete
Sample Description	Caulk	Caulk	Waterproofing Tar	Waterproofing Tar

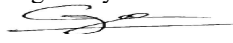

Analytical Method		NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	No	No	No
	Color	Black	Black	Black/Gray	Black/Gray

Asbestos	% Amosite	ND	ND	ND	ND
Content	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other	% Organic	69.3	63.7	16.3	23.4
Materials	% Carbonates	29.6	35.1	11.0	5.8
Present	% Other Inorganic	1.1	1.2	72.7	70.8



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Analyzed By :	George Htay		
Signature :			
Analytical Method :	NYS-DOH 198.6		
NVLAP Lab Code :	101646-0 (Testing)		
NYS Lab No.	10851		
Paul Stascavage			,Lab Director

Sample ID Number	5999-33	5999-34	5999-37	5999-38
Layer Number				
Lab ID Number	2998173	2998174	2998175	2998176
Sample Location	Exterior, Grit Building, Door, Frame, Metal to Cementitious Block and Mortar	Exterior, Grit Building, Door, Frame, Metal to Cementitious Block and Mortar	Exterior, Grit Building, Roof, Field, Top Layer, On Cementitious Deck	Exterior, Grit Building, Roof, Field, Top Layer, On Cementitious Deck
Sample Description	Caulk	Caulk	EPDM	EPDM

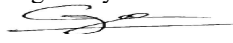

Analytical Method		NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	No	No	No
	Color	Gray	Gray	Black	Black

Asbestos	% Amosite	ND	ND	ND	ND
Content	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other	% Organic	42.7	42.7	73.8	74.2
Materials	% Carbonates	55.0	54.2	24.6	24.3
Present	% Other Inorganic	2.3	3.1	1.6	1.5



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NVLAP Lab Code :	101646-0 (Testing)		
NYS Lab No.	10851		
Paul Stascavage			,Lab Director

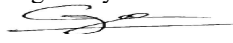

Sample ID Number	5999-39	5999-40	5999-41	5999-42
Layer Number				
Lab ID Number	2998177	2998178	2998179	2998180
Sample Location	Exterior, Grit Building, Window, Frame, Metal to Cementitious Block and Mortar	Exterior, Grit Building, Window, Frame, Metal to Cementitious Block and Mortar	Exterior, Grit Building, Pit, On Metal Flange	Exterior, Grit Building, Pit, On Metal Flange
Sample Description	Caulk	Caulk	Gasket	Gasket

Analytical Method		NOB Plm		NOB Plm		NOB Plm		NOB Plm
Appearance	Layered	No	No	No	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Fibrous	No	No	No	No	No	No	No
	Color	Brown	Brown	Red	Red	Red	Red	Red
Asbestos	% Amosite	ND	ND	ND	ND	ND	ND	ND
Content	% Chrysotile	ND	ND	ND	ND	ND	ND	ND
	% Other	ND	ND	ND	ND	ND	ND	ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive	ND Inconclusive	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other	% Organic	42.7	42.9	29.9	30.2			
Materials	% Carbonates	24.4	26.7	49.9	51.0			
Present	% Other Inorganic	32.9	30.4	20.2	18.8			



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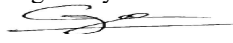

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Signature :			
Analytical Method :	NYS-DOH 198.6		
NVLAP Lab Code :	101646-0 (Testing)		
NYS Lab No.	10851		
Paul Stascavage			,Lab Director

Sample ID Number	5999-53	5999-54	5999-55	5999-56
Layer Number				
Lab ID Number	2998181	2998182	2998183	2998184
Sample Location	Exterior, Recycling Pump Pit, Wall, On Concrete	Exterior, Settling Tank #1, Wall, On Concrete	Exterior, Settling Tank #3, Wall, On Concrete	Exterior, Trickling Filter #1, Wall, On Concrete
Sample Description	Waterproofing Tar	Waterproofing Tar	Waterproofing Tar	Waterproofing Tar
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	Yes No No Black/Brown	Yes No No Black/Brown	Yes No No Black/Brown
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND ND ND	ND ND ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	44.7 8.2 47.1	42.0 11.7 46.3	51.4 10.5 38.1
				27.5 19.8 52.7



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Analyzed By :	George Htay		
Signature :			
Analytical Method :	NYS-DOH 198.6		
NVLAP Lab Code :	101646-0 (Testing)		
NYS Lab No.	10851		
Paul Stascavage			,Lab Director

Sample ID Number	5999-57	5999-58	5999-59	5999-60
Layer Number				
Lab ID Number	2998185	2998186	2998187	2998188
Sample Location	Exterior, Shed #1, Roof, On Wood Deck	Exterior, Shed #2, Roof, On Wood Deck	Exterior, Shed #3, Roof, On Wood Deck	Exterior, Shed #2, Roof, On Wood Deck
Sample Description	Shingle	Shingle	Shingle	Shingle
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	Yes	Yes	Yes
	Homogenous	No	No	No
	Fibrous	Yes	Yes	Yes
	Color	Black/Gray	Black/Gray/Brown	Black/Gray/Brown
Asbestos Content	% Amosite	ND	ND	ND
	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic	21.6	22.4	21.8
	% Carbonates	46.1	45.9	38.5
	% Other Inorganic	32.3	31.7	39.7



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Wastewater Treatment Plant - 145 Caesars Lane - New Windsor, NY



Date Collected :	05/02/2024	Client	QuES&T, Inc.
Collected By :	S. Talsma/Z. Timpano		1376 Route 9
Date Received :	05/03/2024		Wappingers Falls, NY 12590
Date Analyzed :	05/08/2024		
Analyzed By :	Fahrudin Lalic		
Signature :			
Analytical Method :	NYS-DOH 198.4		
NVLAP Lab Code :	101646-0 (Testing)		
NYS Lab No.	10851		
Paul Stascavage			,Lab Director

Sample ID Number	5999-11	5999-12	5999-15	5999-16
Layer Number				
Lab ID Number	2998161	2998162	2998165	2998166
Sample Location	Exterior, Bypass Building, Foundation, On Concrete	Exterior, Bypass Building, Foundation, On Concrete	Exterior, Bypass Building, Roof, Field, Top Layer, On ISO Foam	Exterior, Bypass Building, Roof, Field, Top Layer, On ISO Foam
Sample Description	Waterproofing Tar	Waterproofing Tar	EPDM	EPDM
Analytical Method	NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered Homogenous Fibrous Color	No Yes No Black	Yes No Yes Black/Gray	Yes No Yes Black/Gray
Asbestos Content	% Amosite % Chrysotile % Other	ND < 0.7 ND	ND ND ND	ND ND ND
	% Total Asbestos	< 0.7	ND	ND
Other Materials Present	% Organic % Carbonates % Other Inorganic	23.4 4.9 71.7	25.2 6.3 68.5	76.2 2.2 21.6
				75.5 2.2 22.3



**Eastern Analytical Services, Inc.****Bulk Sample Results**

RE: CPN 245999 - Town of New Windsor - Pre-Construction Environmental Inspection -  
Wastewater Treatment Plant - 145 Caesars Lane - New Windsor, NY

Date Collected :	05/02/2024	Client	QuES&T, Inc.
Collected By :	S. Talsma/Z. Timpano		1376 Route 9
Date Received :	05/03/2024		Wappingers Falls, NY 12590
Date Analyzed :	05/08/2024		
Analyzed By :	Fahrudin Lalic		
Signature :			
Analytical Method :	NYS-DOH 198.4		
NVLAP Lab Code :	101646-0 (Testing)		
NYS Lab No.	10851		
Paul Stascavage			,Lab Director

Sample ID Number	5999-17	5999-18	5999-19	5999-20
Layer Number				
Lab ID Number	2998167	2998168	2998169	2998170
Sample Location	Exterior, Bypass Building, Double Doors, Frame, Metal to Brick and Mortar	Exterior, Bypass Building, Double Doors, Frame, Metal to Brick and Mortar	Exterior, Bypass Building, Window, Frame, Metal to Brick and Mortar	Exterior, Bypass Building, Window, Frame, Metal to Brick and Mortar
Sample Description	Caulk	Caulk	Caulk	Caulk

Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	No	No	No
	Color	Gray	Gray	Black	Black

Asbestos	% Amosite	ND	ND	ND	ND
Content	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND



	% Total Asbestos	ND	ND	ND	ND
--	------------------	----	----	----	----

Other	% Organic	43.4	42.2	69.3	63.7
Materials					
Present	% Carbonates	54.7	55.9	29.6	35.1
	% Other Inorganic	1.9	1.9	1.1	1.2



**Eastern Analytical Services, Inc.****Bulk Sample Results**

RE: CPN 245999 - Town of New Windsor - Pre-Construction Environmental Inspection -  
Wastewater Treatment Plant - 145 Caesars Lane - New Windsor, NY

Date Collected :	05/02/2024	Client	QuES&T, Inc.
Collected By :	S. Talsma/Z. Timpano		1376 Route 9
Date Received :	05/03/2024		Wappingers Falls, NY 12590
Date Analyzed :	05/08/2024		
Analyzed By :	Fahrudin Lalic		
Signature :			
Analytical Method :	NYS-DOH 198.4		
NVLAP Lab Code :	101646-0 (Testing)		
NYS Lab No.	10851		
Paul Stascavage			,Lab Director

Sample ID Number	5999-31	5999-32	5999-33	5999-34
Layer Number				
Lab ID Number	2998171	2998172	2998173	2998174
Sample Location	Exterior, Grit Building, Foundation, On Concrete	Exterior, Grit Building, Foundation, On Concrete	Exterior, Grit Building, Door, Frame, Metal to Cementitious Block and Mortar	Exterior, Grit Building, Door, Frame, Metal to Cementitious Block and Mortar
Sample Description	Waterproofing Tar	Waterproofing Tar	Caulk	Caulk

Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	No	No	No
	Color	Black/Gray	Black/Gray	Gray	Gray

Asbestos	% Amosite	ND	ND	ND	ND
Content	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND



	% Total Asbestos	ND	ND	ND	ND
--	------------------	----	----	----	----

Other	% Organic	16.3	23.4	42.7	42.7
Materials					
Present	% Carbonates	11.0	5.8	55.0	54.2
	% Other Inorganic	72.7	70.8	2.3	3.1



**Eastern Analytical Services, Inc.****Bulk Sample Results**

RE: CPN 245999 - Town of New Windsor - Pre-Construction Environmental Inspection -  
Wastewater Treatment Plant - 145 Caesars Lane - New Windsor, NY

Date Collected :	05/02/2024	Client	QuES&T, Inc.
Collected By :	S. Talsma/Z. Timpano		1376 Route 9
Date Received :	05/03/2024		Wappingers Falls, NY 12590
Date Analyzed :	05/08/2024		
Analyzed By :	Fahrudin Lalic		
Signature :			
Analytical Method :	NYS-DOH 198.4		
NVLAP Lab Code :	101646-0 (Testing)		
NYS Lab No.	10851		
Paul Stascavage			,Lab Director

Sample ID Number	5999-37	5999-38	5999-39	5999-40
Layer Number				
Lab ID Number	2998175	2998176	2998177	2998178
Sample Location	Exterior, Grit Building, Roof, Field, Top Layer, On Cementitious Deck	Exterior, Grit Building, Roof, Field, Top Layer, On Cementitious Deck	Exterior, Grit Building, Window, Frame, Metal to Cementitious Block and Mortar	Exterior, Grit Building, Window, Frame, Metal to Cementitious Block and Mortar
Sample Description	EPDM	EPDM	Caulk	Caulk

Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	No	No	No
	Color	Black	Black	Brown	Brown

Asbestos	% Amosite	ND	ND	ND	ND
Content	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND



	% Total Asbestos	ND	ND	ND	ND
--	------------------	----	----	----	----

Other	% Organic	73.8	74.2	42.7	42.9
Materials					
Present	% Carbonates	24.6	24.3	24.4	26.7
	% Other Inorganic	1.6	1.5	32.9	30.4



**Eastern Analytical Services, Inc.****Bulk Sample Results**

RE: CPN 245999 - Town of New Windsor - Pre-Construction Environmental Inspection -  
Wastewater Treatment Plant - 145 Caesars Lane - New Windsor, NY



Date Collected :	05/02/2024	Client	QuES&T, Inc.
Collected By :	S. Talsma/Z. Timpano		1376 Route 9
Date Received :	05/03/2024		Wappingers Falls, NY 12590
Date Analyzed :	05/08/2024		
Analyzed By :	Fahrudin Lalic		
Signature :			
Analytical Method :	NYS-DOH 198.4		
NVLAP Lab Code :	101646-0 (Testing)		
NYS Lab No.	10851		
Paul Stascavage			,Lab Director

Sample ID Number		5999-41	5999-42	5999-53	5999-54
Layer Number					
Lab ID Number		2998179	2998180	2998181	2998182
Sample Location		Exterior, Grit Building, Pit, On Metal Flange	Exterior, Grit Building, Pit, On Metal Flange	Exterior, Recycling Pump Pit, Wall, On Concrete	Exterior, Settling Tank #1, Wall, On Concrete
Sample Description		Gasket	Gasket	Waterproofing Tar	Waterproofing Tar
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered Homogenous Fibrous Color	No Yes No Red	No Yes No Red	Yes No No Black/Brown	Yes No No Black/Brown
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Materials Present	% Organic	29.9	30.2	44.7	42.0
	% Carbonates	49.9	51.0	8.2	11.7
	% Other Inorganic	20.2	18.8	47.1	46.3



**Eastern Analytical Services, Inc.****Bulk Sample Results**

RE: CPN 245999 - Town of New Windsor - Pre-Construction Environmental Inspection -  
Wastewater Treatment Plant - 145 Caesars Lane - New Windsor, NY

Date Collected :	05/02/2024	Client	QuES&T, Inc.
Collected By :	S. Talsma/Z. Timpano		1376 Route 9
Date Received :	05/03/2024		Wappingers Falls, NY 12590
Date Analyzed :	05/08/2024		
Analyzed By :	Fahrudin Lalic		
Signature :			
Analytical Method :	NYS-DOH 198.4		
NVLAP Lab Code :	101646-0 (Testing)		
NYS Lab No.	10851		
Paul Stascavage			,Lab Director

Sample ID Number	5999-55	5999-56	5999-57	5999-58
Layer Number				
Lab ID Number	2998183	2998184	2998185	2998186
Sample Location	Exterior, Settling Tank #3, Wall, On Concrete	Exterior, Trickling Filter #1, Wall, On Concrete	Exterior, Shed #1, Roof, On Wood Deck	Exterior, Shed #2, Roof, On Wood Deck
Sample Description	Waterproofing Tar	Waterproofing Tar	Shingle	Shingle
Analytical Method	NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	Yes	Yes	Yes
	Homogenous	No	No	No
	Fibrous	No	Yes	Yes
	Color	Black/Brown	Black/Gray	Black/Gray
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other	% Organic	51.4	27.5	21.6
Materials	% Carbonates	10.5	19.8	46.1
Present	% Other Inorganic	38.1	52.7	32.3
				31.7



**Eastern Analytical Services, Inc.****Bulk Sample Results**

RE: CPN 245999 - Town of New Windsor - Pre-Construction Environmental Inspection -  
Wastewater Treatment Plant - 145 Caesars Lane - New Windsor, NY

Date Collected :	05/02/2024	Client	QuES&T, Inc.
Collected By :	S. Talsma/Z. Timpano		1376 Route 9
Date Received :	05/03/2024		Wappingers Falls, NY 12590

Date Analyzed : 05/08/2024  
Analyzed By : Fahrudin Lalic

Signature :

Analytical Method : NYS-DOH 198.4

NVLAP Lab Code : 101646-0 (Testing)

NYS Lab No. 10851

Paul Stascavage , Lab Director

Sample ID Number	5999-59	5999-60
------------------	---------	---------

Layer Number

Lab ID Number	2998187	2998188
---------------	---------	---------

Sample Location	Exterior, Shed #3, Roof, On Wood Deck	Exterior, Shed #2, Roof, On Wood Deck
-----------------	---------------------------------------------	---------------------------------------------

Sample Description	Shingle	Shingle
--------------------	---------	---------

Analytical Method	NOB Tem	NOB Tem
-------------------	---------	---------

Appearance	Layered	Yes	Yes
	Homogenous	No	No
	Fibrous	Yes	Yes
	Color	Black/Gray/Brown	Black/Gray/Brown

Asbestos	% Amosite	ND	ND
Content	% Chrysotile	ND	ND
	% Other	ND	ND

	% Total Asbestos	ND	ND
--	------------------	----	----

Other	% Organic	22.2	21.8
Materials			
Present	% Carbonates	39.6	38.5
	% Other Inorganic	38.2	39.7



**Quality Environmental Solutions and Technologies, Inc.**  
**Bulk Sample Chain of Custody**

CLIENT: TOWN OF NEW WINDSOR  
ADDRESS: 555 Union Avenue  
New Windsor, NY 12553  
CONTACT: Jessica Marina

PROJECT #: 24-5999  
SAMPLED BY: S. Talsma/Z. Timpano

DATE SAMPLED: 2-May-24  
STATE SAMPLED IN: NY  
ANALYSIS METHOD: PLM/NOB-PLM/QTEM

PROJECT NAME: Pre-Construction Environmental Inspection  
PROJECT BUILDING: Wastewater Treatment Plant  
PROJECT ADDRESS: 145 Caesars Lane  
New Windsor, NY 12553

TURN-AROUND TIME: 5 DAYS

Sample	HM#	Floor	Space Name/ID #	Location	Material	Results
5999-01		First	Bypass Building	Wall, Perimeter, On Cementitious Block	Mortar	2998739
5999-02		First	Bypass Building	Wall, Perimeter, On Cementitious Block	Mortar	2998740
5999-03		First	Bypass Building	Wall, Perimeter	Cementitious Block	2998741
5999-04		First	Bypass Building	Wall, Perimeter	Cementitious Block	2998742
5999-05		First	Bypass Building	Floor	Cementitious Slab	2998743
5999-06		First	Bypass Building	Floor	Cementitious Slab	2998744
5999-07		Exterior	Bypass Building	Facade, On Brick	Mortar	2998745
5999-08		Exterior	Bypass Building	Facade, On Brick	Mortar	2998746
5999-09		Exterior	Bypass Building	Facade	Brick	2998747
5999-10		Exterior	Bypass Building	Facade	Brick	2998748
5999-11		Exterior	Bypass Building	Foundation, On Concrete	Waterproofing Tar	
5999-12		Exterior	Bypass Building	Foundation, On Concrete	Waterproofing Tar	
5999-13		Exterior	Bypass Building	Roof, Field, Bottom Layer, On Metal Deck	ISO Foam	
5999-14		Exterior	Bypass Building	Roof, Field, Bottom Layer, On Metal Deck	ISO Foam	
5999-15		Exterior	Bypass Building	Roof, Field, Top Layer, On ISO Foam	EPDM	

AS LABELED ON PAPERWORK  
INITIAL/DATE MP, 05/08/2024

Comments: \_\_\_\_\_

SUBMITTED BY: [Signature]

DATE: 03 May 2024

RECEIVED BY: [Signature]

MAY 3 '24 21:17  
DATE: \_\_\_\_\_

PAGE 1 OF 4



**Quality Environmental Solutions and Technologies, Inc.**  
Bulk Sample Chain of Custody

CLIENT: TOWN OF NEW WINDSOR  
ADDRESS: 555 Union Avenue  
New Windsor, NY 12553  
CONTACT: Jessica Marina

PROJECT #: 24-5999  
SAMPLED BY: S. Talsma/Z. Timpano

DATE SAMPLED: 2-May-24  
STATE SAMPLED IN: NY  
ANALYSIS METHOD: PLM/NOB-PLM/QTEM

PROJECT NAME: Pre-Construction Environmental Inspection  
PROJECT BUILDING: Wastewater Treatment Plant  
PROJECT ADDRESS: 145 Caesars Lane  
New Windsor, NY 12553

TURN-AROUND TIME: 5 DAYS

Sample	IIM#	Floor	Space Name/ID #	Location	Material	Results
5999-16		Exterior	Bypass Building	Roof, Field, Top Layer, On ISO Foam	EPDM	
5999-17		Exterior	Bypass Building	Double Doors, Frame, Metal to Brick and Mortar	Caulk	
5999-18		Exterior	Bypass Building	Double Doors, Frame, Metal to Brick and Mortar	Caulk	
5999-19		Exterior	Bypass Building	Window, Frame, Metal to Brick and Mortar	Caulk	
5999-20		Exterior	Bypass Building	Window, Frame, Metal to Brick and Mortar	Caulk	
5999-21		Interior	Grit Building	Wall, Perimeter, On Cementitious Block	Mortar	2998749
5999-22		Interior	Grit Building	Wall, Perimeter, On Cementitious Block	Mortar	2998750
5999-23		Interior	Grit Building	Wall, Perimeter	Cementitious Block	2998751
5999-24		Interior	Grit Building	Wall, Perimeter	Cementitious Block	2998752
5999-25		Interior	Grit Building	Floor	Cementitious Slab	2998753
5999-26		Interior	Grit Building	Floor	Cementitious Slab	2998754
5999-27		Exterior	Grit Building	Facade, On Cementitious Block	Mortar	2998755
5999-28		Exterior	Grit Building	Facade, On Cementitious Block	Mortar	2998756
5999-29		Exterior	Grit Building	Facade	Cementitious Block	2998757
5999-30		Exterior	Grit Building	Facade	Cementitious Block	2998758

Comments: \_\_\_\_\_

SUBMITTED BY: [Signature]

DATE: 03 MAY 2024

RECEIVED BY: [Signature]

MAY 3 '24 AT 21:17

PAGE 2 OF 4



**Quality Environmental Solutions and Technologies, Inc.**  
**Bulk Sample Chain of Custody**

CLIENT: TOWN OF NEW WINDSOR  
ADDRESS: 555 Union Avenue  
New Windsor, NY 12553  
CONTACT: Jessica Marina

PROJECT #: 24-5999  
SAMPLED BY: S. Talsma/Z. Timpano

DATE SAMPLED: 2-May-24  
STATE SAMPLED IN: NY  
ANALYSIS METHOD: PLM/NOB-PLM/QTEM

PROJECT NAME: Pre-Construction Environmental Inspection  
PROJECT BUILDING: Wastewater Treatment Plant  
PROJECT ADDRESS: 145 Caesars Lane  
New Windsor, NY 12553

TURN-AROUND TIME: 5 DAYS

Sample	11M#	Floor	Space Name/ID #	Location	Material	Results
5999-31		Exterior	Grit Building	Foundation, On Concrete	Waterproofing Tar	
5999-32		Exterior	Grit Building	Foundation, On Concrete	Waterproofing Tar	
5999-33		Exterior	Grit Building	Door, Frame, Metal to Cementitious Block and Mortar	Caulk	
5999-34		Exterior	Grit Building	Door, Frame, Metal to Cementitious Block and Mortar	Caulk	
5999-35		Exterior	Grit Building	Roof, Field	Cementitious Deck	2998759
5999-36		Exterior	Grit Building	Roof, Field	Cementitious Deck	2998760
5999-37		Exterior	Grit Building	Roof, Field, Top Layer, On Cementitious Deck	EPDM	
5999-38		Exterior	Grit Building	Roof, Field, Top Layer, On Cementitious Deck	EPDM	
5999-39		Exterior	Grit Building	Window, Frame, Metal to Cementitious Block and Mortar	Caulk	
5999-40		Exterior	Grit Building	Window, Frame, Metal to Cementitious Block and Mortar	Caulk	
5999-41		Exterior	Grit Building, Pit	On Metal Flange	Gasket	
5999-42		Exterior	Grit Building, Pit	On Metal Flange	Gasket	
5999-43		Exterior	Primary Settling Tank #2	Pipe	Cementitious Pipe	2998761
5999-44		Exterior	Primary Settling Tank #3	Pipe	Cementitious Pipe	2998762
5999-45		Exterior	Primary Settling Tank #2	Wall	Concrete	2998763

Comments: \_\_\_\_\_

SUBMITTED BY: [Signature]

DATE: 03 MAY 2024

RECEIVED BY: [Signature]

MAY 3'24 21:17

DATE: \_\_\_\_\_

PAGE 3 OF 4



**Quality Environmental Solutions and Technologies, Inc.**  
Bulk Sample Chain of Custody

CLIENT: TOWN OF NEW WINDSOR  
ADDRESS: 555 Union Avenue  
New Windsor, NY 12553  
CONTACT: Jessica Marina

PROJECT #: 24-5999  
SAMPLED BY: S. Talsma/Z. Timpano

DATE SAMPLED: 2-May-24  
STATE SAMPLED IN: NY  
ANALYSIS METHOD: PLM/NOB-PLM/QTEM

PROJECT NAME: Pre-Construction Environmental Inspection  
PROJECT BUILDING: Wastewater Treatment Plant  
PROJECT ADDRESS: 145 Caesars Lane  
New Windsor, NY 12553

TURN-AROUND TIME: 5 DAYS

Sample	HMI#	Floor	Space Name/ID #	Location	Material	Results
5999-46		Exterior	Recycling Pump Pit	Wall	Concrete	2998764
5999-47		Exterior	Settling Tank #1	Wall	Concrete	2998765
5999-48		Exterior	Secondary Settling Tank #2	Wall	Concrete	2998766
5999-49		Exterior	Settling Tank #3	Wall	Concrete	2998767
5999-50		Exterior	Trickling Filter #1	Wall	Concrete	2998768
5999-51		Exterior	Trickling Filter #2	Wall	Concrete	2998769
5999-52		Exterior	Trickling Filter #3	Wall	Concrete	2998770
5999-53		Exterior	Recycling Pump Pit	Wall, On Concrete	Waterproofing Tar	
5999-54		Exterior	Settling Tank #1	Wall, On Concrete	Waterproofing Tar	
5999-55		Exterior	Settling Tank #3	Wall, On Concrete	Waterproofing Tar	
5999-56		Exterior	Trickling Filter #1	Wall, On Concrete	Waterproofing Tar	
5999-57		Exterior	Shed #1	Roof, On Wood Deck	Shingle	
5999-58		Exterior	Shed #1	Roof, On Wood Deck	Shingle	
5999-59		Exterior	Shed #2	Roof, On Wood Deck	Shingle	
5999-60		Exterior	Shed #2	Roof, On Wood Deck	Shingle	

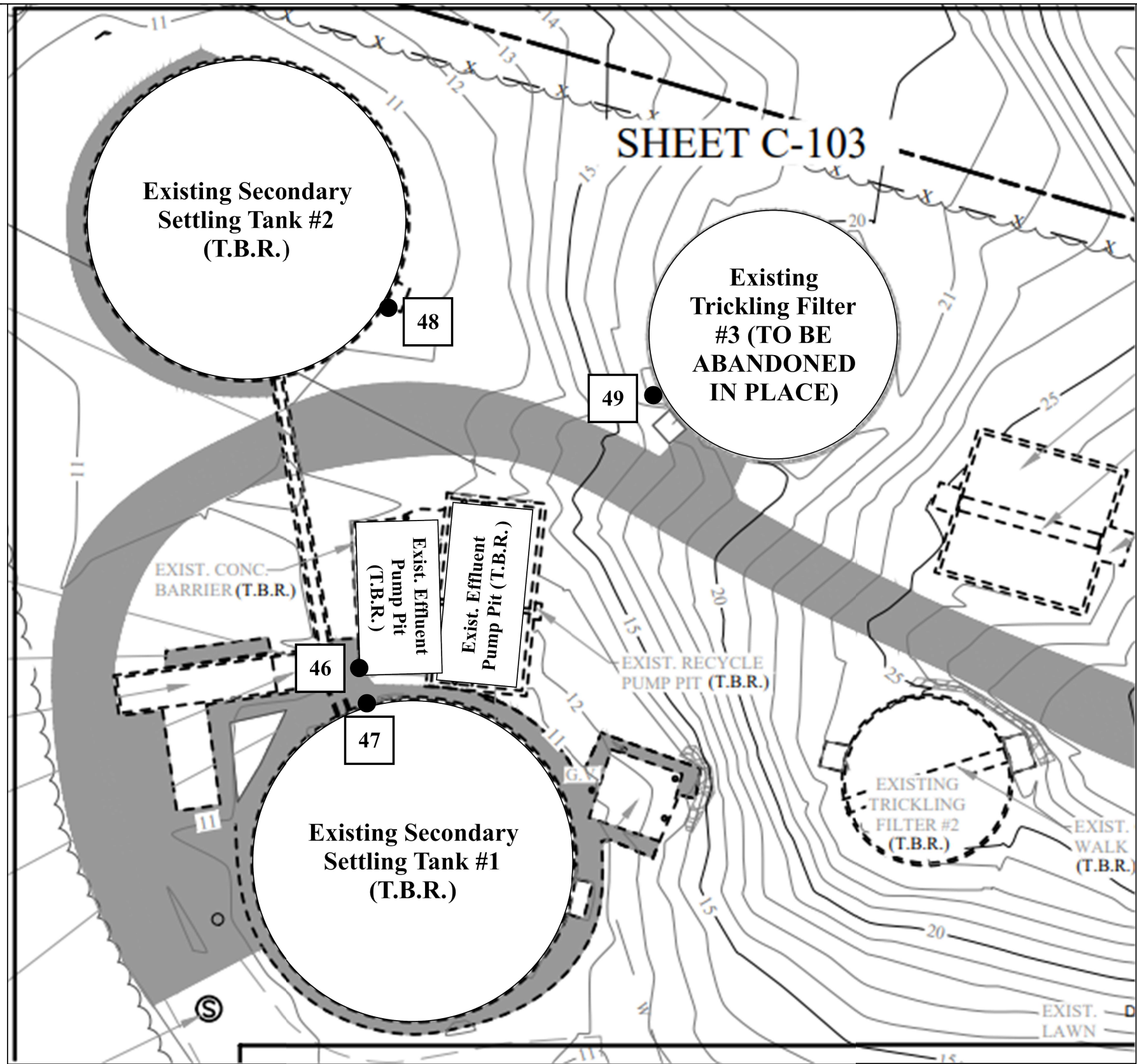
Comments: \_\_\_\_\_

SUBMITTED BY: Sharon D. Talsma

RECEIVED BY: \_\_\_\_\_

DATE: 03 MAY 2024  
MAY 3'24 21:17  
DATE: \_\_\_\_\_  
PAGE 4 OF 4





No Asbestos-containing Materials (ACM) identified upon PLM & QTEM/PLM analysis.

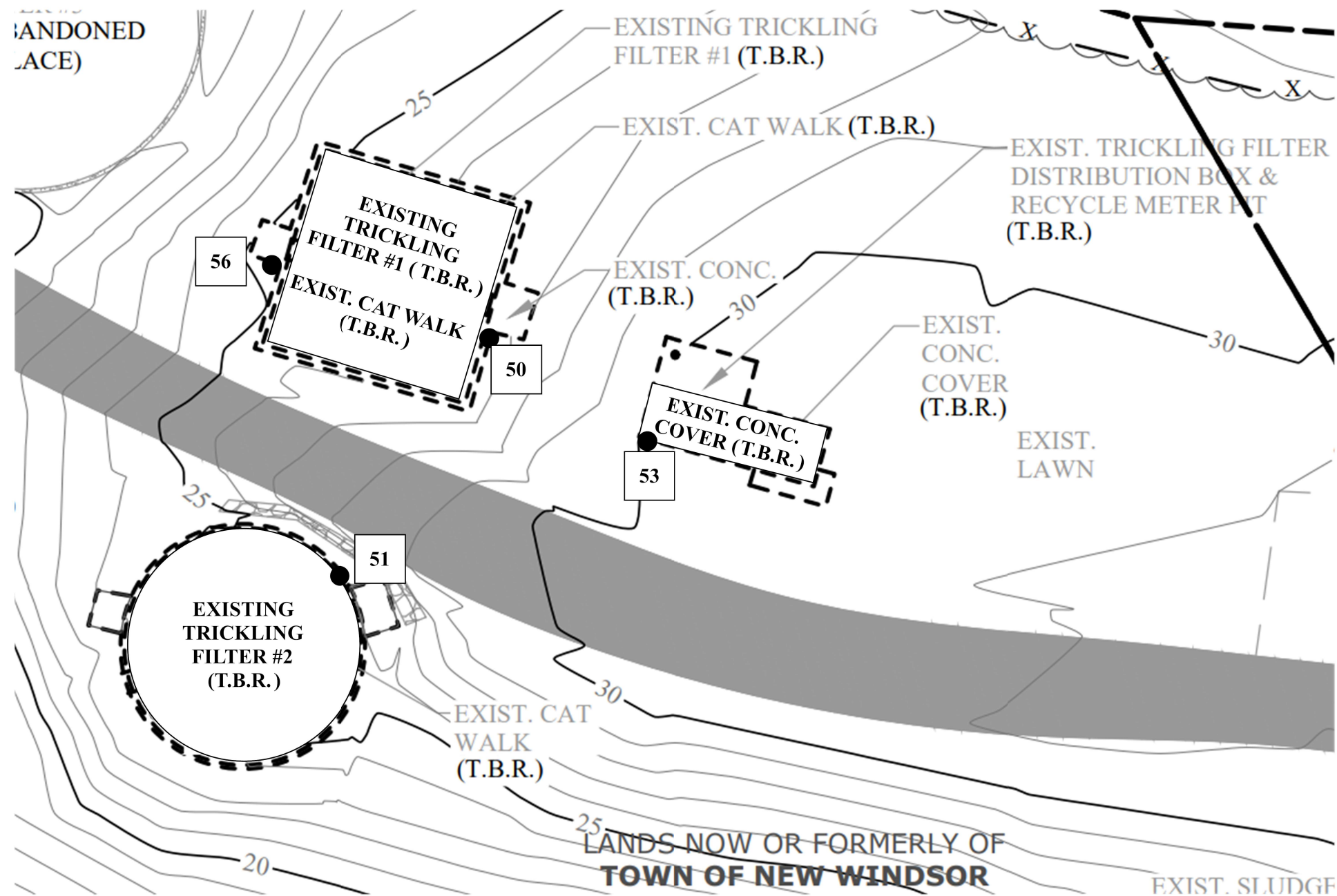
SAMPLE LOCATION KEY	
●	Non-ACM Sample Location(s)
●	ACM Sample Location(s)



**\*\*Drawing Not to Scale\*\***  
This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

<b>Date:</b> 10MAY2024	<b>Version #</b> 1
<b>Issued For:</b> Asbestos Survey	
<b>QuES&amp;T Project # :</b> 24-5999	
<b>Project Manager:</b> RWL	<b>Prepared By:</b> JL
<div><b>QuES&amp;T</b>  Quality Environmental Solutions &amp; Technologies, Inc. 1376 Route 9 Wappingers Falls, NY 12590 Phone: (845) 298- 6031 Fax: (845) 298-6251</div>	
<b>CLIENT</b>  <b>TOWN OF NEW WINDSOR</b> 555 Union Avenue New Windsor, NY 12553	
<b>PROJECT LOCATION</b>  <b>Wastewater Treatment Plant</b> 145 Caesars Lane New Windsor, NY 12553	
<b>SITE PLAN SAMPLE LOCATIONS</b>	
<b>SL-01</b>	





No Asbestos-containing Materials (ACM) identified upon PLM & QTEM/PLM analysis.

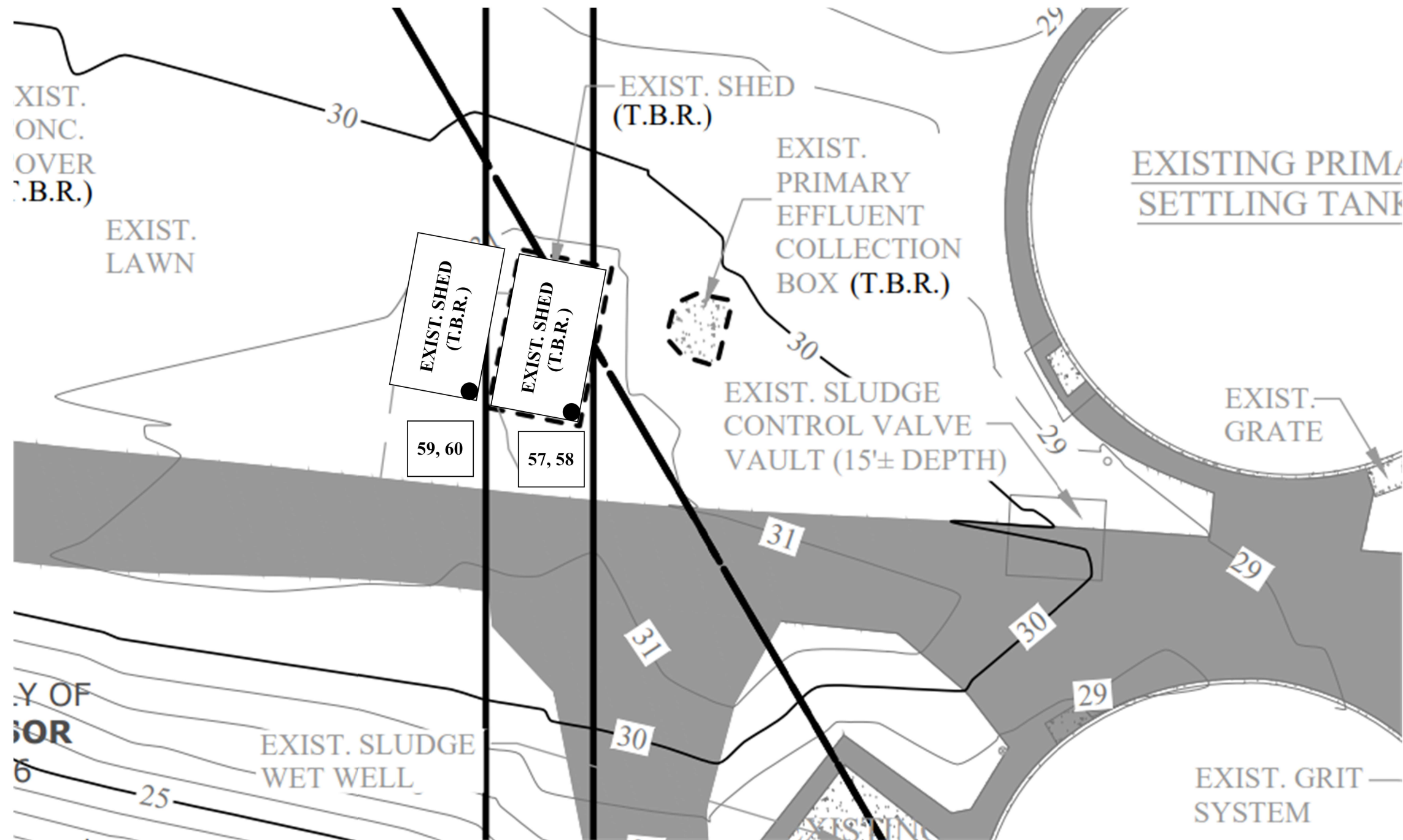
SAMPLE LOCATION KEY	
●	Non-ACM Sample Location(s)
●	ACM Sample Location(s)



**\*\*Drawing Not to Scale\*\***  
This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

<b>Date:</b> 10MAY2024	<b>Version #</b> 1
<b>Issued For:</b> Asbestos Survey	
<b>QuES&amp;T Project # :</b> 24-5999	
<b>Project Manager:</b> RWL	<b>Prepared By:</b> JL
<div><b>QuES&amp;T</b>  Quality Environmental Solutions &amp; Technologies, Inc. 1376 Route 9 Wappingers Falls, NY 12590 Phone: (845) 298- 6031 Fax: (845) 298-6251</div>	
<b>CLIENT</b>  <b>TOWN OF NEW WINDSOR</b> 555 Union Avenue New Windsor, NY 12553	
<b>PROJECT LOCATION</b>  <b>Wastewater Treatment Plant</b> 145 Caesars Lane New Windsor, NY 12553	
<b>SITE PLAN SAMPLE LOCATIONS</b>	
<b>SL-02</b>	





*No Asbestos-containing Materials (ACM) identified upon PLM & QTEM/PLM analysis.*

SAMPLE LOCATION KEY	
●	Non-ACM Sample Location(s)
●	ACM Sample Location(s)



**\*\*Drawing Not to Scale\*\***  
This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

<b>Date:</b> 10MAY2024	<b>Version #</b> 1
---------------------------	-----------------------

**Issued For:**  
Asbestos Survey

**QuES&T Project # :**  
24-5999

**Project Manager:** RWL

**Prepared By:**  
JL

**QuES&T**

Quality Environmental  
Solutions & Technologies, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590  
Phone: (845) 298- 6031  
Fax: (845) 298-6251

CLIENT

**TOWN OF NEW WINDSOR**  
555 Union Avenue  
New Windsor, NY 12553

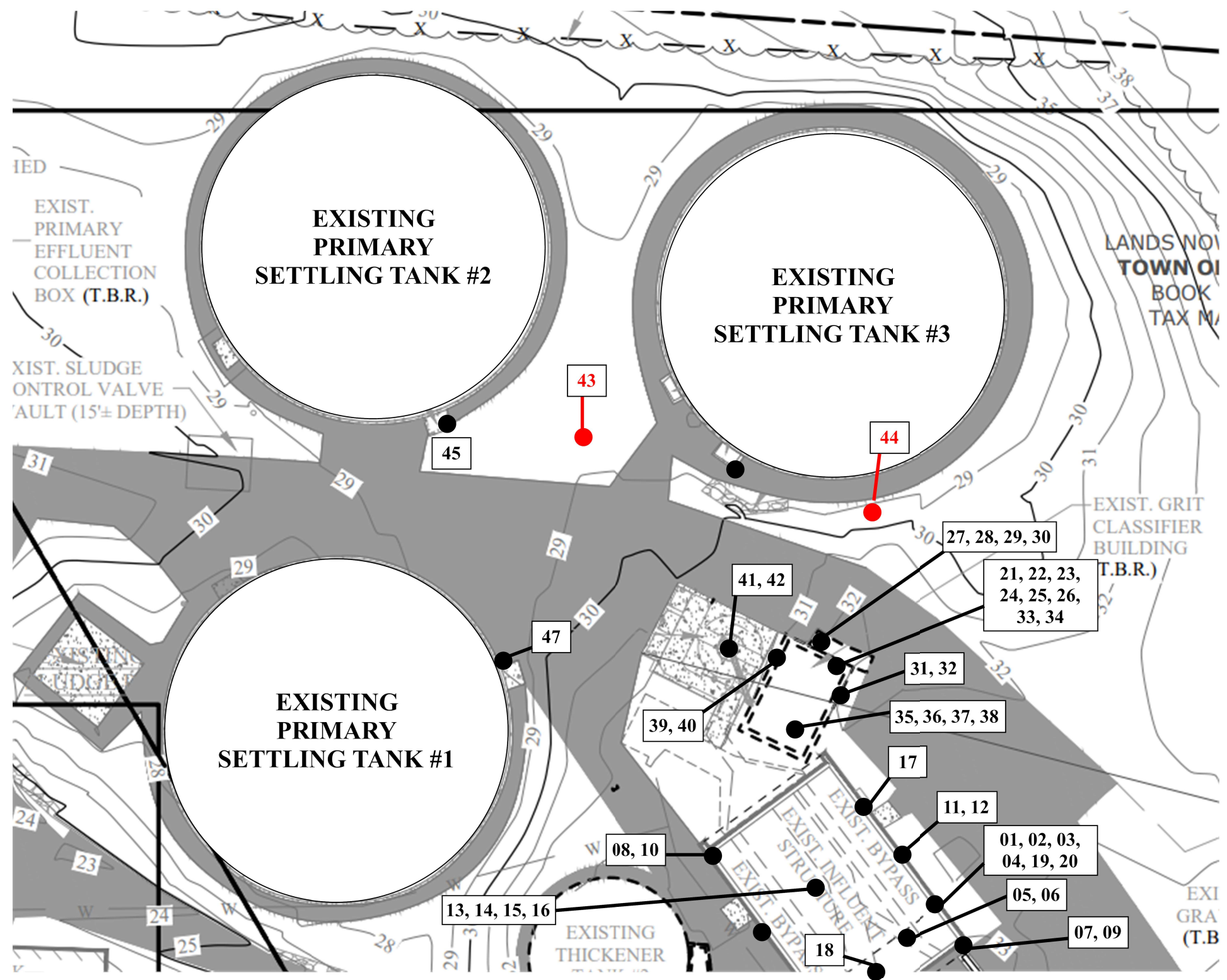
PROJECT LOCATION

**Wastewater Treatment Plant**  
145 Caesars Lane  
New Windsor, NY 12553

**SITE PLAN  
SAMPLE LOCATIONS**

SL-03





No Asbestos-containing Materials (ACM) identified upon PLM & QTEM/PLM analysis.

SAMPLE LOCATION KEY	
●	Non-ACM Sample Location(s)
●	ACM Sample Location(s)



**\*\*Drawing Not to Scale\*\***  
This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

<b>Date:</b> 10MAY2024	<b>Version #</b> 1
<b>Issued For:</b> Asbestos Survey	
<b>QuES&amp;T Project # :</b> 24-5999	
<b>Project Manager:</b> RWL	<b>Prepared By:</b> SDT
<div><b>QuES&amp;T</b>  Quality Environmental Solutions &amp; Technologies, Inc. 1376 Route 9 Wappingers Falls, NY 12590 Phone: (845) 298- 6031 Fax: (845) 298-6251</div>	
<b>CLIENT</b>  <b>TOWN OF NEW WINDSOR</b> 555 Union Avenue New Windsor, NY 12553	
<b>PROJECT LOCATION</b>  <b>Wastewater Treatment Plant</b> 145 Caesars Lane New Windsor, NY 12553	
<b>SITE PLAN SAMPLE LOCATIONS</b>	
<b>SL-04</b>	





Quality Environmental Solutions & Technologies, Inc.

**Appendix C:  
LEAD BASED PAINT PHOTOS  
& XRF ANALYTICAL DATA**



# QuES&T

Quality Environmental Solutions & Technologies, Inc.

Photo – Bypass Building, Steel Beam/Columns – Blue LBP



Photo – Example of LBP Outer Railing (Primary Tank 1, 2, & Trickling Filter 2) – Metal Railing – Gray LBP





# QuES&T

Quality Environmental Solutions & Technologies, Inc.

Photo – Example of Trickling Filter 1 & 2, Catwalk Support – Red LBP



Photo – Example of Filter Motor (Trickling Filter 1 & 2) Metal - Blue LBP





<u>Sample</u>	<u>Building/Address</u>	<u>Interior/Exterior</u>	<u>Space/Room/Description</u>	<u>Object</u>	<u>Component</u>	<u>Substrate</u>	<u>Color</u>	<u>Condition</u>	<u>Result</u>	<u>Pb Concentration</u> <u>(mg/cm2)</u>
1	NIST (<0.01)								Negative	0
2	<u>NIST (1.04 +/- 0.06)</u>								<u>Positive</u>	1
3	145 Caesars Lane, New Windsor, NY	Exterior	Bypass Building	Roof Vent	Shroud	Metal	Grey	Fair	Negative	-0.1
4	145 Caesars Lane, New Windsor, NY	Exterior	Bypass Building	Door		Metal	Grey	Fair	Negative	0
5	145 Caesars Lane, New Windsor, NY	Exterior	Bypass Building	Door	Casing	Metal	Grey	Fair	Negative	0.1
6	145 Caesars Lane, New Windsor, NY	Exterior	Bypass Building	Window	Casing	Metal	Black	Fair	Negative	0.2
7	145 Caesars Lane, New Windsor, NY	Interior	Bypass Building	Wall		CMU	Grey	Fair	Negative	-0.1
8	145 Caesars Lane, New Windsor, NY	Interior	Bypass Building	Door	Casing	Metal	Grey	Fair	Negative	-0.1
9	145 Caesars Lane, New Windsor, NY	Interior	Bypass Building	Wall		CMU	Blue	Poor	Negative	0.1
10	145 Caesars Lane, New Windsor, NY	Interior	Bypass Building	Floor	Curb	Concrete	Yellow	Poor	Negative	0.1
11	145 Caesars Lane, New Windsor, NY	Interior	Bypass Building	Valve	Support	Metal	Blue	Poor	Negative	-0.3
12	<u>145 Caesars Lane, New Windsor, NY</u>	<u>Interior</u>	<u>Bypass Building</u>	<u>Steel</u>	<u>Beam</u>	<u>Metal</u>	<u>Blue</u>	<u>Poor</u>	<u>Positive</u>	<u>1.4</u>
13	<u>145 Caesars Lane, New Windsor, NY</u>	<u>Interior</u>	<u>Bypass Building</u>	<u>Steel</u>	<u>Column</u>	<u>Metal</u>	<u>Blue</u>	<u>Poor</u>	<u>Positive</u>	<u>1</u>
14	145 Caesars Lane, New Windsor, NY	Exterior	Bypass Building	Vent	Pipe	Metal	Grey	Poor	Negative	0.2
15	145 Caesars Lane, New Windsor, NY	Exterior	Bypass Building	Façade	Base	Concrete	Black	Poor	Negative	0.1
16	145 Caesars Lane, New Windsor, NY	Exterior	Grit Classifier Building	Façade		Brick	Natural	Fair	Negative	0
17	145 Caesars Lane, New Windsor, NY	Exterior	Grit Classifier Building	Railing		Metal	Yellow	Poor	Negative	-0.1
18	145 Caesars Lane, New Windsor, NY	Exterior	Grit Classifier Building	Door		Metal	Grey	Fair	Negative	0.1
19	145 Caesars Lane, New Windsor, NY	Exterior	Grit Classifier Building	Door	Casing	Metal	Grey	Fair	Negative	0
20	145 Caesars Lane, New Windsor, NY	Interior	Grit Classifier Building	Wall		CMU	Grey	Fair	Negative	0
21	145 Caesars Lane, New Windsor, NY	Interior	Grit Classifier Building	Belt	Shroud	Metal	Blue	Fair	Negative	-0.1
22	145 Caesars Lane, New Windsor, NY	Interior	Grit Classifier Building	Belt	Support	Metal	Blue	Fair	Negative	0
23	145 Caesars Lane, New Windsor, NY	Interior	Grit Classifier Building	Motor		Metal	Grey	Fair	Negative	0
24	145 Caesars Lane, New Windsor, NY	Interior	Grit Classifier Building	Motor		Metal	Gold	Fair	Negative	-0.2
25	145 Caesars Lane, New Windsor, NY	Interior	Grit Classifier Building	Motor		Metal	Green	Fair	Negative	-0.1
26	145 Caesars Lane, New Windsor, NY	Interior	Grit Classifier Building	Pipe		Metal	Blue	Fair	Negative	0.1
27	145 Caesars Lane, New Windsor, NY	Interior	Grit Classifier Building	Grit Classifier		Metal	Blue	Fair	Negative	0.1
28	145 Caesars Lane, New Windsor, NY	Interior	Grit Classifier Building	Grit Classifier	Base	CMU	Yellow	Fair	Negative	0
29	145 Caesars Lane, New Windsor, NY	Interior	Bypass Building	Roof Deck		Metal	Grey	Fair	Negative	-0.1
30	145 Caesars Lane, New Windsor, NY	Interior	Bypass Building	Hangers		Metal	Grey	Fair	Negative	-0.1
31	145 Caesars Lane, New Windsor, NY	Interior	Grit Classifier Building	Roof Deck		Concrete	Grey	Fair	Negative	-0.1
32	145 Caesars Lane, New Windsor, NY	Exterior	Grit Classifier Building	Overhang		Wood	Blue	Fair	Negative	0.2
33	145 Caesars Lane, New Windsor, NY	Exterior	Grit Classifier Building	Pit		Concrete	Black	Poor	Negative	0
34	145 Caesars Lane, New Windsor, NY	Exterior	Grit Classifier Building	Pit	Valve	Metal	Blue	Fair	Negative	0.1
35	145 Caesars Lane, New Windsor, NY	Exterior	Grit Classifier Building	Pit	Valve	Metal	Grey	Fair	Negative	0.1
36	145 Caesars Lane, New Windsor, NY	Exterior	Grit Classifier Building	Pit	Motor Base	Metal	Black	Fair	Negative	-0.3
37	145 Caesars Lane, New Windsor, NY	Exterior	Grit Classifier Building	Pit	Motor	Metal	Grey	Fair	Negative	0.1
38	145 Caesars Lane, New Windsor, NY	Exterior	Grit Classifier Building	Pit	Piping	Metal	Blue	Fair	Negative	0
39	145 Caesars Lane, New Windsor, NY	Exterior	Thickener Tank #1	Façade		Plastic	White	Fair	Negative	0.1
40	145 Caesars Lane, New Windsor, NY	Exterior	Thickener Tank #1	Façade	Base	Concrete	White	Fair	Negative	-0.2
41	145 Caesars Lane, New Windsor, NY	Exterior	Thickener Tank #1	Thickener		Metal	Green	Poor	Negative	0.2
42	145 Caesars Lane, New Windsor, NY	Interior	Thickener Tank #1	Motor	Assembly	Metal	Blue	Fair	Negative	0
43	145 Caesars Lane, New Windsor, NY	Interior	Thickener Tank #1	Motor		Metal	Blue	Fair	Negative	0.1
44	145 Caesars Lane, New Windsor, NY	Interior	Thickener Tank #1	Motor	Shroud	Metal	Blue	Fair	Negative	0.2
45	145 Caesars Lane, New Windsor, NY	Interior	Thickener Tank #1	Catwalk	Rail	Metal	Grey	Fair	Negative	-0.3



Limited XRF LBP Testing

46	145 Caesars Lane, New Windsor, NY	Interior	Thickener Tank #1	Catwalk	Supports	Metal	Rust	Poor	Negative	-0.1
47	145 Caesars Lane, New Windsor, NY	Exterior	Thickener Tank #2	Pipe		Metal	Blue	Fair	Negative	0
48	145 Caesars Lane, New Windsor, NY	Exterior	Thickener Tank #2	Thickener		Metal	Green	Fair	Negative	0
49	145 Caesars Lane, New Windsor, NY	Exterior	Thickener Tank #2	Thickener	Pit	Concrete	Black	Fair	Negative	0
50	145 Caesars Lane, New Windsor, NY	Interior	Thickener Tank #2	Catwalk	Support	Metal	Blue	Fair	Negative	0.1
51	145 Caesars Lane, New Windsor, NY	Interior	Thickener Tank #2	Floor		Concrete	Grey	Fair	Negative	0
52	145 Caesars Lane, New Windsor, NY	Exterior	Primary Tank #3	Catwalk	Base	Concrete	Black	Poor	Negative	0.1
53	145 Caesars Lane, New Windsor, NY	Exterior	Primary Tank #3	Catwalk	Rail	Metal	Grey	Intact	Negative	0
54	145 Caesars Lane, New Windsor, NY	Exterior	Primary Tank #3	Wall	Inner	Concrete	Light Blue	Fair	Negative	0.1
55	145 Caesars Lane, New Windsor, NY	Exterior	Primary Tank #2	Pipe		Transite	Blue	Poor	Negative	0.2
56	145 Caesars Lane, New Windsor, NY	Exterior	Primary Tank #2	Wall	Inner	Concrete	Light Blue	Poor	Negative	0.2
57	145 Caesars Lane, New Windsor, NY	Exterior	Primary Tank #2	Catwalk	Support	Concrete	Blue	Poor	Negative	0
58	145 Caesars Lane, New Windsor, NY	Exterior	Grit Classifier Building	Conduit/Piping		Plastic	Grey	Poor	Negative	0
59	145 Caesars Lane, New Windsor, NY	Exterior	Primary Tank #1	Wall	Inner	Concrete	Light Blue	Poor	Negative	-0.1
<u>60</u>	<u>145 Caesars Lane, New Windsor, NY</u>	<u>Exterior</u>	<u>Primary Tank #1</u>	<u>Railing</u>	<u>Outer</u>	<u>Metal</u>	<u>Grey</u>	<u>Poor</u>	<u>Positive</u>	<u>1.3</u>
<u>61</u>	<u>145 Caesars Lane, New Windsor, NY</u>	<u>Exterior</u>	<u>Primary Tank #1</u>	<u>Railing</u>	<u>Outer</u>	<u>Metal</u>	<u>Grey</u>	<u>Poor</u>	<u>Positive</u>	<u>1</u>
<u>62</u>	<u>145 Caesars Lane, New Windsor, NY</u>	<u>Exterior</u>	<u>Primary Tank #2</u>	<u>Railing</u>	<u>Outer</u>	<u>Metal</u>	<u>Grey</u>	<u>Poor</u>	<u>Positive</u>	<u>1</u>
63	145 Caesars Lane, New Windsor, NY	Exterior	Primary Tank #3	Railing	Outer	Metal	Grey	Poor	Negative	0
64	145 Caesars Lane, New Windsor, NY	Exterior	Effluent Collection Box	Base		Concrete	Black	Poor	Negative	0.1
65	145 Caesars Lane, New Windsor, NY	Exterior	Shed #1	Siding		Wood	Grey	Fair	Negative	-0.2
66	145 Caesars Lane, New Windsor, NY	Exterior	Shed #1	Garage Door		Metal	White	Fair	Negative	-0.1
67	145 Caesars Lane, New Windsor, NY	Exterior	Shed #1	Garage Door	Casing	Wood	White	Fair	Negative	0.2
68	145 Caesars Lane, New Windsor, NY	Exterior	Shed #1	Side Door		Wood	Grey	Fair	Negative	-0.2
69	145 Caesars Lane, New Windsor, NY	Exterior	Shed #1	Side Door	Casing	Wood	Grey	Fair	Negative	0.3
70	145 Caesars Lane, New Windsor, NY	Exterior	Shed #2	Garage Door		Metal	Brown	Fair	Negative	0.1
71	145 Caesars Lane, New Windsor, NY	Exterior	Shed #2	Garage Door	Casing	Wood	Beige	Fair	Negative	-0.1
72	145 Caesars Lane, New Windsor, NY	Exterior	Shed #2	Siding		Wood	Beige	Fair	Negative	0.2
73	145 Caesars Lane, New Windsor, NY	Exterior	Control Building	Façade		CMU	Grey	Fair	Negative	-0.1
74	145 Caesars Lane, New Windsor, NY	Exterior	Control Building	Door		Metal	Grey	Fair	Negative	-0.2
75	145 Caesars Lane, New Windsor, NY	Exterior	Control Building	Door	Casing	Metal	Grey	Poor	Negative	-0.1
76	145 Caesars Lane, New Windsor, NY	Exterior	Control Building	Vent Pipe		Metal	Yellow	Fair	Negative	0.4
77	145 Caesars Lane, New Windsor, NY	Exterior	Control Building	Window	Base	Concrete	Blue	Fair	Negative	-0.1
78	145 Caesars Lane, New Windsor, NY	Exterior	Control Building	Window	Casing	Metal	Grey	Poor	Negative	0
79	145 Caesars Lane, New Windsor, NY	Exterior	Control Building	Garage Door		Metal	Brown	Fair	Negative	0
80	145 Caesars Lane, New Windsor, NY	Exterior	Control Building	Stair	Stringer	Metal	Grey	Fair	Negative	0
81	145 Caesars Lane, New Windsor, NY	Exterior	Control Building	Stair	Tread	Metal	Grey	Fair	Negative	0
82	145 Caesars Lane, New Windsor, NY	Exterior	Control Building	Stair	Railing	Metal	Yellow	Fair	Negative	0
83	145 Caesars Lane, New Windsor, NY	Exterior	Control Building	Overhang	Ceiling	Wood	Red	Fair	Negative	0
84	145 Caesars Lane, New Windsor, NY	Exterior	Control Building	Railing		Metal	Grey	Fair	Negative	0
85	145 Caesars Lane, New Windsor, NY	Exterior	Control Building	Floor		Concrete	Grey	Fair	Negative	0.1
86	145 Caesars Lane, New Windsor, NY	Exterior	Side Entry	Overhang	Support	Metal	Grey	Fair	Negative	0.1
87	145 Caesars Lane, New Windsor, NY	Exterior	Side Entry	Overhang	Support Beam	Metal	Blue	Fair	Negative	0.3
88	145 Caesars Lane, New Windsor, NY	Exterior	Side Entry	Door		Metal	Grey	Fair	Negative	0.2
89	145 Caesars Lane, New Windsor, NY	Exterior	Side Entry	Door	Casing	Metal	Grey	Fair	Negative	-0.2
90	145 Caesars Lane, New Windsor, NY	Exterior	Trickling Filter Distribution Box	Concrete Pad	Top	Concrete	Grey	Poor	Negative	0.6
91	145 Caesars Lane, New Windsor, NY	Exterior	Trickling Filter Distribution Box	Concrete Pad	Side	Concrete	Black	Poor	Negative	0.2
92	145 Caesars Lane, New Windsor, NY	Exterior	Trickling Filter Distribution Box	Valve #3		Metal	Blue	Poor	Negative	0.1
93	145 Caesars Lane, New Windsor, NY	Exterior	Trickling Filter #1	Railing		Metal	Grey	Poor	Negative	0



Limited XRF LBP Testing

94	145 Caesars Lane, New Windsor, NY	Exterior	Trickling Filter #1	Concrete Pad	Top	Concrete	Black	Poor	Negative	0.2
<b>95</b>	<b><u>145 Caesars Lane, New Windsor, NY</u></b>	<b><u>Exterior</u></b>	<b><u>Trickling Filter #1</u></b>	<b><u>Catwalk</u></b>	<b><u>Supports</u></b>	<b><u>Metal</u></b>	<b><u>Red</u></b>	<b><u>Poor</u></b>	<b><u>Positive</u></b>	<b><u>2.4</u></b>
<b>96</b>	<b><u>145 Caesars Lane, New Windsor, NY</u></b>	<b><u>Exterior</u></b>	<b><u>Trickling Filter #1</u></b>	<b><u>Filter</u></b>	<b><u>Motor</u></b>	<b><u>Metal</u></b>	<b><u>Blue</u></b>	<b><u>Poor</u></b>	<b><u>Positive</u></b>	<b><u>2.3</u></b>
97	145 Caesars Lane, New Windsor, NY	Exterior	Trickling Filter #1	Wall	Inner	Concrete	Light Blue	Poor	Negative	0.1
<b>98</b>	<b><u>145 Caesars Lane, New Windsor, NY</u></b>	<b><u>Exterior</u></b>	<b><u>Trickling Filter #2</u></b>	<b><u>Catwalk</u></b>	<b><u>Supports</u></b>	<b><u>Metal</u></b>	<b><u>Red</u></b>	<b><u>Poor</u></b>	<b><u>Positive</u></b>	<b><u>2.5</u></b>
<b>99</b>	<b><u>145 Caesars Lane, New Windsor, NY</u></b>	<b><u>Exterior</u></b>	<b><u>Trickling Filter #2</u></b>	<b><u>Filter</u></b>	<b><u>Motor</u></b>	<b><u>Metal</u></b>	<b><u>Blue</u></b>	<b><u>Poor</u></b>	<b><u>Positive</u></b>	<b><u>1</u></b>
<b>100</b>	<b><u>145 Caesars Lane, New Windsor, NY</u></b>	<b><u>Exterior</u></b>	<b><u>Trickling Filter #2</u></b>	<b><u>Railing</u></b>		<b><u>Metal</u></b>	<b><u>Grey</u></b>	<b><u>Poor</u></b>	<b><u>Positive</u></b>	<b><u>4.3</u></b>
101	145 Caesars Lane, New Windsor, NY	Exterior	Trickling Filter #2	Concrete Pad	Top	Concrete	Black	Poor	Negative	0
102	145 Caesars Lane, New Windsor, NY	Exterior	Trickling Filter #2	Wall	Inner	Concrete	Light Blue	Poor	Negative	-0.1
103	145 Caesars Lane, New Windsor, NY	Exterior	Trickling Filter #3	Railing		Metal	Grey	Fair	Negative	-0.1
104	145 Caesars Lane, New Windsor, NY	Exterior	Trickling Filter #3	Base		Concrete	Black	Poor	Negative	-0.1
105	145 Caesars Lane, New Windsor, NY	Exterior	Trickling Filter #3	Wall	Inner	Concrete	Light Blue	Poor	Negative	-0.1
106	145 Caesars Lane, New Windsor, NY	Exterior	Recycle Pump Pit	Concrete Pad		Concrete	Black	Poor	Negative	0.1
107	145 Caesars Lane, New Windsor, NY	Exterior	Recycle Pump Pit	Metal Deck		Metal	Grey	Poor	Negative	0
108	145 Caesars Lane, New Windsor, NY	Exterior	Recycle Pump Pit	Railing		Metal	Grey	Poor	Negative	0
109	145 Caesars Lane, New Windsor, NY	Exterior	Recycle Pump Pit	Wall	Inner	Concrete	Light Blue	Poor	Negative	0
110	145 Caesars Lane, New Windsor, NY	Exterior	Recycle Pump Pit	Railing		Metal	Green	Poor	Positive	1.2
111	145 Caesars Lane, New Windsor, NY	Exterior	Settling Tank #1	Railing		Metal	Green	Poor	Positive	1.8
112	145 Caesars Lane, New Windsor, NY	Exterior	Settling Tank #1	Concrete Pad		Concrete	Black	Poor	Negative	0.1
113	145 Caesars Lane, New Windsor, NY	Exterior	Settling Tank #1	Catwalk	Support	Metal	Grey	Poor	Negative	0.5
114	145 Caesars Lane, New Windsor, NY	Exterior	Settling Tank #1	Motor		Metal	Red	Poor	Negative	0.2
115	145 Caesars Lane, New Windsor, NY	Exterior	Settling Tank #1	Motor	Belt Shroud	Metal	Red	Poor	Negative	-0.1
116	145 Caesars Lane, New Windsor, NY	Exterior	Settling Tank #1	Wall	Inner	Concrete	Light Blue	Poor	Negative	-0.1
117	145 Caesars Lane, New Windsor, NY	Exterior	Settling Tank #1	Pipe	Cap	Metal	Grey	Poor	Negative	0.1
118	145 Caesars Lane, New Windsor, NY	Exterior	Settling Tank #2	Railing		Metal	Grey	Poor	Negative	0
119	145 Caesars Lane, New Windsor, NY	Exterior	Settling Tank #2	Catwalk	Support	Metal	Grey	Poor	Negative	0.6
120	145 Caesars Lane, New Windsor, NY	Exterior	Settling Tank #2	Motor	Assembly	Metal	Light Blue	Poor	Negative	0.1
121	145 Caesars Lane, New Windsor, NY	Exterior	Settling Tank #2	Electric Panel		Metal	Grey	Poor	Negative	0.1
122	145 Caesars Lane, New Windsor, NY	Exterior	Settling Tank #2	Wall	Inner	Concrete	Light Blue	Poor	Negative	0.2
123	NIST (<0.01)									-0.1
124	<b><u>NIST (1.04 +/- 0.06)</u></b>									0.9





Quality Environmental Solutions & Technologies, Inc.

## **Appendix D: PCB ANALYTICAL DATA**





# Technical Report

prepared for:

**QuES & T**  
1376 Rt. 9  
Wappingers Falls NY, 12590  
**Attention: Angela Holzapfel**

Report Date: 05/13/2024  
**Client Project ID: Town of New Windsor 24-5999**  
York Project (SDG) No.: 24E0213

Stratford, CT Laboratory IDs:  
NY:10854, NJ: CT005, PA: 68-0440, CT: PH-0723



Richmond Hill, NY Laboratory IDs:  
NY:12058, NJ: NY037, CT: PH-0721, NH: 2097,  
EPA: NY01600

120 RESEARCH DRIVE  
[www.YORKLAB.com](http://www.YORKLAB.com)

STRATFORD, CT 06615  
(203) 325-1371



132-02 89th AVENUE  
FAX (203) 357-0166

RICHMOND HILL, NY 11418  
[ClientServices@yorklab.com](mailto:ClientServices@yorklab.com)



Report Date: 05/13/2024  
Client Project ID: Town of New Windsor 24-5999  
York Project (SDG) No.: 24E0213

**QuES & T**  
1376 Rt. 9  
Wappingers Falls NY, 12590  
Attention: Angela Holzapfel

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## Purpose and Results

This report contains the analytical data for the sample(s) identified on the attached chain-of-custody received in our laboratory on May 03, 2024 and listed below. The project was identified as your project: **Town of New Windsor 24-5999**.

The analyses were conducted utilizing appropriate EPA, Standard Methods, and ASTM methods as detailed in the data summary tables.

All samples were received in proper condition meeting the customary acceptance requirements for environmental samples except those indicated under the Sample and Analysis Qualifiers section of this report.

All analyses met the method and laboratory standard operating procedure requirements except as indicated by any data flags, the meaning of which are explained in the Sample and Data Qualifiers Relating to This Work Order section of this report and case narrative if applicable.

The results of the analyses, which are all reported on dry weight basis (soils) unless otherwise noted, are detailed in the following pages.

Please contact Client Services at 203.325.1371 with any questions regarding this report.

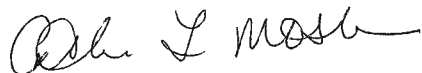
<u>York Sample ID</u>	<u>Client Sample ID</u>	<u>Matrix</u>	<u>Date Collected</u>	<u>Date Received</u>
24E0213-01	5999-PCB-01	Caulk	05/02/2024	05/03/2024
24E0213-02	5999-PCB-02	Caulk	05/02/2024	05/03/2024
24E0213-03	5999-PCB-03	Caulk	05/02/2024	05/03/2024
24E0213-04	5999-PCB-04	Caulk	05/02/2024	05/03/2024



## **General Notes for York Project (SDG) No.: 24E0213**

1. The RLs and MDLs (Reporting Limit and Method Detection Limit respectively) reported are adjusted for any dilution necessary due to the levels of target and/or non-target analytes and matrix interference. The RL(REPORTING LIMIT) is based upon the lowest standard utilized for the calibration where applicable.
2. Samples are retained for a period of thirty days after submittal of report, unless other arrangements are made.
3. York's liability for the above data is limited to the dollar value paid to York for the referenced project.
4. This report shall not be reproduced without the written approval of York Analytical Laboratories, Inc.
5. All analyses conducted met method or Laboratory SOP requirements. See the Sample and Data Qualifiers Section for further information.
6. It is noted that no analyses reported herein were subcontracted to another laboratory, unless noted in the report.
7. This report reflects results that relate only to the samples submitted on the attached chain-of-custody form(s) received by York.
8. Analyses conducted at York Analytical Laboratories, Inc. Stratford, CT are indicated by NY Cert. No. 10854, NJ Cert No. CT005, PA Cert No. 68-04440, CT Cert No. PH-0723; those conducted at York Analytical Laboratories, Inc., Richmond Hill, NY are indicated by NY Cert. No. 12058, NJ Cert No. NY037, CT Cert No. PH-0721, NH Cert No. 2097, EPA Cert No. NY01600.

**Approved By:**



Cassie L. Mosher  
Laboratory Manager

**Date:** 05/13/2024







## Sample Information

**Client Sample ID:** 5999-PCB-01

**York Sample ID:** 24E0213-01

**York Project (SDG) No.**

**Client Project ID**

**Matrix**

**Collection Date/Time**

**Date Received**

24E0213

Town of New Windsor 24-5999

Caulk

May 2, 2024 3:00 pm

05/03/2024

### Polychlorinated Biphenyls (PCB)

### Log-in Notes:

### Sample Notes:

Sample Prepared by Method: EPA 3550C

CAS No.	Parameter	Result	Flag	Units	Reported to LOQ	Dilution	Reference Method	Date/Time Prepared	Date/Time Analyzed	Analyst
12674-11-2	Aroclor 1016	ND		mg/kg	0.311	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 14:45	NF
11104-28-2	Aroclor 1221	ND		mg/kg	0.311	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 14:45	NF
11141-16-5	Aroclor 1232	ND		mg/kg	0.311	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 14:45	NF
53469-21-9	Aroclor 1242	ND		mg/kg	0.311	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 14:45	NF
12672-29-6	Aroclor 1248	ND		mg/kg	0.311	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 14:45	NF
11097-69-1	Aroclor 1254	ND		mg/kg	0.311	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 14:45	NF
11096-82-5	Aroclor 1260	ND		mg/kg	0.311	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 14:45	NF
1336-36-3	* Total PCBs	ND		mg/kg	0.311	1	EPA 8082A Certifications:	05/13/2024 08:05	05/13/2024 14:45	NF
Surrogate Recoveries		Result	Acceptance Range							
877-09-8	Surrogate: Tetrachloro-m-xylene	78.0 %	30-140							
2051-24-3	Surrogate: Decachlorobiphenyl	90.5 %	30-140							

## Sample Information

**Client Sample ID:** 5999-PCB-02

**York Sample ID:** 24E0213-02

**York Project (SDG) No.**

**Client Project ID**

**Matrix**

**Collection Date/Time**

**Date Received**

24E0213

Town of New Windsor 24-5999

Caulk

May 2, 2024 3:00 pm

05/03/2024

### Polychlorinated Biphenyls (PCB)

### Log-in Notes:

### Sample Notes:

Sample Prepared by Method: EPA 3550C

CAS No.	Parameter	Result	Flag	Units	Reported to LOQ	Dilution	Reference Method	Date/Time Prepared	Date/Time Analyzed	Analyst
12674-11-2	Aroclor 1016	ND		mg/kg	0.379	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 14:58	NF
11104-28-2	Aroclor 1221	ND		mg/kg	0.379	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 14:58	NF
11141-16-5	Aroclor 1232	ND		mg/kg	0.379	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 14:58	NF
53469-21-9	Aroclor 1242	ND		mg/kg	0.379	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 14:58	NF
12672-29-6	Aroclor 1248	ND		mg/kg	0.379	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 14:58	NF





## Sample Information

**Client Sample ID:** 5999-PCB-02

**York Sample ID:** 24E0213-02

York Project (SDG) No.

24E0213

Client Project ID

Town of New Windsor 24-5999

Matrix

Caulk

Collection Date/Time

May 2, 2024 3:00 pm

Date Received

05/03/2024

### Polychlorinated Biphenyls (PCB)

### Log-in Notes:

### Sample Notes:

Sample Prepared by Method: EPA 3550C

CAS No.	Parameter	Result	Flag	Units	Reported to LOQ	Dilution	Reference Method	Date/Time Prepared	Date/Time Analyzed	Analyst
11097-69-1	Aroclor 1254	ND		mg/kg	0.379	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 14:58	NF
11096-82-5	Aroclor 1260	ND		mg/kg	0.379	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 14:58	NF
1336-36-3	* Total PCBs	ND		mg/kg	0.379	1	EPA 8082A Certifications:	05/13/2024 08:05	05/13/2024 14:58	NF
Surrogate Recoveries		Result		Acceptance Range						
877-09-8	Surrogate: Tetrachloro-m-xylene	74.0 %		30-140						
2051-24-3	Surrogate: Decachlorobiphenyl	93.5 %		30-140						

## Sample Information

**Client Sample ID:** 5999-PCB-03

**York Sample ID:** 24E0213-03

York Project (SDG) No.

24E0213

Client Project ID

Town of New Windsor 24-5999

Matrix

Caulk

Collection Date/Time

May 2, 2024 3:00 pm

Date Received

05/03/2024

### Polychlorinated Biphenyls (PCB)

### Log-in Notes:

### Sample Notes:

Sample Prepared by Method: EPA 3550C

CAS No.	Parameter	Result	Flag	Units	Reported to LOQ	Dilution	Reference Method	Date/Time Prepared	Date/Time Analyzed	Analyst
12674-11-2	Aroclor 1016	ND		mg/kg	0.210	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 15:12	NF
11104-28-2	Aroclor 1221	ND		mg/kg	0.210	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 15:12	NF
11141-16-5	Aroclor 1232	ND		mg/kg	0.210	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 15:12	NF
53469-21-9	Aroclor 1242	ND		mg/kg	0.210	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 15:12	NF
12672-29-6	Aroclor 1248	ND		mg/kg	0.210	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 15:12	NF
11097-69-1	Aroclor 1254	ND		mg/kg	0.210	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 15:12	NF
11096-82-5	Aroclor 1260	ND		mg/kg	0.210	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 15:12	NF
1336-36-3	* Total PCBs	ND		mg/kg	0.210	1	EPA 8082A Certifications:	05/13/2024 08:05	05/13/2024 15:12	NF
Surrogate Recoveries		Result		Acceptance Range						
877-09-8	Surrogate: Tetrachloro-m-xylene	78.0 %		30-140						
2051-24-3	Surrogate: Decachlorobiphenyl	94.0 %		30-140						





Sample Information

<u>Client Sample ID:</u> 5999-PCB-04			<u>York Sample ID:</u> 24E0213-04	
<u>York Project (SDG) No.</u>	<u>Client Project ID</u>	<u>Matrix</u>	<u>Collection Date/Time</u>	<u>Date Received</u>
24E0213	Town of New Windsor 24-5999	Caulk	May 2, 2024 3:00 pm	05/03/2024

Polychlorinated Biphenyls (PCB)

Log-in Notes:

Sample Notes:

Sample Prepared by Method: EPA 3550C

CAS No.	Parameter	Result	Flag	Units	Reported to LOQ	Dilution	Reference Method	Date/Time Prepared	Date/Time Analyzed	Analyst
12674-11-2	Aroclor 1016	ND		mg/kg	0.311	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 15:26	NF
11104-28-2	Aroclor 1221	ND		mg/kg	0.311	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 15:26	NF
11141-16-5	Aroclor 1232	ND		mg/kg	0.311	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 15:26	NF
53469-21-9	Aroclor 1242	ND		mg/kg	0.311	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 15:26	NF
12672-29-6	Aroclor 1248	ND		mg/kg	0.311	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 15:26	NF
11097-69-1	Aroclor 1254	ND		mg/kg	0.311	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 15:26	NF
11096-82-5	Aroclor 1260	ND		mg/kg	0.311	1	EPA 8082A Certifications: NELAC-NY10854,CTDOH-PH-0723,NJDEP-CT005	05/13/2024 08:05	05/13/2024 15:26	NF
1336-36-3	* Total PCBs	ND		mg/kg	0.311	1	EPA 8082A Certifications:	05/13/2024 08:05	05/13/2024 15:26	NF
Surrogate Recoveries		Result	Acceptance Range							
877-09-8	Surrogate: Tetrachloro-m-xylene	61.5 %	30-140							
2051-24-3	Surrogate: Decachlorobiphenyl	82.5 %	30-140							





## Analytical Batch Summary

**Batch ID:** BE40814

**Preparation Method:** EPA 3550C

**Prepared By:** JM

YORK Sample ID	Client Sample ID	Preparation Date
24E0213-01	5999-PCB-01	05/13/24
24E0213-02	5999-PCB-02	05/13/24
24E0213-03	5999-PCB-03	05/13/24
24E0213-04	5999-PCB-04	05/13/24
BE40814-BLK1	Blank	05/13/24
BE40814-BS1	LCS	05/13/24
BE40814-BSD1	LCS Dup	05/13/24





Polychlorinated Biphenyls by GC/ECD - Quality Control Data

York Analytical Laboratories, Inc. - Stratford

Analyte	Result	Reporting Limit	Units	Spike Level	Source* Result	%REC Limits	Flag	RPD	RPD Limit	Flag
<b>Batch BE40814 - EPA 3550C</b>										
<b>Blank (BE40814-BLK1)</b>										
Prepared & Analyzed: 05/13/2024										
Aroclor 1016	ND	0.495	mg/kg							
Aroclor 1221	ND	0.495	"							
Aroclor 1232	ND	0.495	"							
Aroclor 1242	ND	0.495	"							
Aroclor 1248	ND	0.495	"							
Aroclor 1254	ND	0.495	"							
Aroclor 1260	ND	0.495	"							
Total PCBs	ND	0.495	"							
Surrogate: Tetrachloro-m-xylene	1.71		"	1.98		86.5		30-140		
Surrogate: Decachlorobiphenyl	1.75		"	1.98		88.5		30-140		
<b>LCS (BE40814-BS1)</b>										
Prepared & Analyzed: 05/13/2024										
Aroclor 1016	8.04	0.495	mg/kg	9.90		81.2		40-130		
Aroclor 1260	8.60	0.495	"	9.90		86.8		40-130		
Surrogate: Tetrachloro-m-xylene	1.68		"	1.98		85.0		30-140		
Surrogate: Decachlorobiphenyl	2.00		"	1.98		101		30-140		
<b>LCS Dup (BE40814-BSD1)</b>										
Prepared & Analyzed: 05/13/2024										
Aroclor 1016	8.48	0.495	mg/kg	9.90		85.6		40-130	5.25	25
Aroclor 1260	8.55	0.495	"	9.90		86.3		40-130	0.554	25
Surrogate: Tetrachloro-m-xylene	1.75		"	1.98		88.5		30-140		
Surrogate: Decachlorobiphenyl	1.89		"	1.98		95.5		30-140		





## Sample and Data Qualifiers Relating to This Work Order

### Definitions and Other Explanations

*	Analyte is not certified or the state of the samples origination does not offer certification for the Analyte.
ND	NOT DETECTED - the analyte is not detected at the Reported to level (LOQ/RL or LOD/MDL)
RL	REPORTING LIMIT - the minimum reportable value based upon the lowest point in the analyte calibration curve.
LOQ	LIMIT OF QUANTITATION - the minimum concentration of a target analyte that can be reported within a specified degree of confidence. This is the lowest point in an analyte calibration curve that has been subjected to all steps of the processing/analysis and verified to meet defined criteria. This is based upon NELAC 2009 Standards and applies to all analyses.
LOD	LIMIT OF DETECTION - a verified estimate of the minimum concentration of a substance in a given matrix that an analytical process can reliably detect. This is based upon NELAC 2009 Standards and applies to all analyses conducted under the auspices of EPA SW-846.
MDL	METHOD DETECTION LIMIT - a statistically derived estimate of the minimum amount of a substance an analytical system can reliably detect with a 99% confidence that the concentration of the substance is greater than zero. This is based upon 40 CFR Part 136 Appendix B and applies only to EPA 600 and 200 series methods.
Reported to	This indicates that the data for a particular analysis is reported to either the LOD/MDL, or the LOQ/RL. In cases where the "Reported to" is located above the LOD/MDL, any value between this and the LOQ represents an estimated value which is "J" flagged accordingly. This applies to volatile and semi-volatile target compounds only.
NR	Not reported
RPD	Relative Percent Difference
Wet	The data has been reported on an as-received (wet weight) basis
Low Bias	Low Bias flag indicates that the recovery of the flagged analyte is below the laboratory or regulatory lower control limit. The data user should take note that this analyte may be biased low but should evaluate multiple lines of evidence including the LCS and site-specific MS/MSD data to draw bias conclusions. In cases where no site-specific MS/MSD was requested, only the LCS data can be used to evaluate such bias.
High Bias	High Bias flag indicates that the recovery of the flagged analyte is above the laboratory or regulatory upper control limit. The data user should take note that this analyte may be biased high but should evaluate multiple lines of evidence including the LCS and site-specific MS/MSD data to draw bias conclusions. In cases where no site-specific MS/MSD was requested, only the LCS data can be used to evaluate such bias.
Non-Dir.	Non-dir. flag (Non-Directional Bias ) indicates that the Relative Percent Difference (RPD) (a measure of precision) among the MS and MSD data is outside the laboratory or regulatory control limit. This alerts the data user where the MS and MSD are from site-specific samples that the RPD is high due to either non-homogeneous distribution of target analyte between the MS/MSD or indicates poor reproducibility for other reasons.

If EPA SW-846 method 8270 is included herein it is noted that the target compound N-nitrosodiphenylamine (NDPA) decomposes in the gas chromatographic inlet and cannot be separated from diphenylamine (DPA). These results could actually represent 100% DPA, 100% NDPA or some combination of the two. For this reason, York reports the combined result for n-nitrosodiphenylamine and diphenylamine for either of these compounds as a combined concentration as Diphenylamine.

If Total PCBs are detected and the target aroclors reported are "Not detected", the Total PCB value is reported due to the presence of either or both Aroclors 1262 and 1268 which are non-target aroclors for some regulatory lists.

2-chloroethylvinyl ether readily breaks down under acidic conditions. Samples that are acid preserved, including standards will exhibit breakdown. The data user should take note.

Certification for pH is no longer offered by NYDOH ELAP.

Semi-Volatile and Volatile analyses are reported down to the LOD/MDL, with values between the LOD/MDL and the LOQ being "J" flagged as estimated results.

For analyses by EPA SW-846-8270D, the Limit of Quantitation (LOQ) reported for benzidine is based upon the lowest standard used for calibration and is not a verified LOQ due to this compound's propensity for oxidative losses during extraction/concentration procedures and non-reproducible chromatographic performance.



BULK SAMPLE FORM

## York Analytical Laboratories, Inc.

120 Research Drive  
Stratford, CT 06615  
ph. (203) 325-1371  
fax. (203) 357-0166

## Field Chain-of-Custody Record

Rec'd Chain C 5-3-24 11:15  
Rel Chain C 5-3-24 1409

Company: QuES&TResults Send Via: lab@qualityenv.com1376 Route 9Invoice to: Angela HolzapfelWappinger Falls, NY 12590Collected By (Print): Shannon D. TalsmaProject ID: CPL: Pleasantville UFSDCollected By (Sign.): Shannon D. TalsmaProject #: 24-5999

SAMPLE #	LOCATION	SAMPLE DATE	MATRIX	ANALYSIS REQUESTED	CONTAINER
5999-PCB-01	Bypass Building, Exterior, Door, Frame, Metal to Brick and Mortar	5/2/2024	Caulk (Gray)	PCB	4 OZ Jar
5999-PCB-02	Bypass Building, Exterior, Window, Frame, Metal to Brick and Mortar	5/3/2024	Caulk (Black)	PCB	4 OZ Jar
5999-PCB-03	Grit Building, Exterior, Door, Frame, Metal to Cementitious Block and Mortar	5/4/2024	Caulk (Gray)	PCB	4 OZ Jar
5999-PCB-04	Grit Building, Exterior, Window, Frame, Metal to Cementitious Block and Mortar	5/5/2024	Caulk (Brown)	PCB	4 OZ Jar

ANALYSIS TURNAROUND: Standard 1-Week TAT

PAGE 1 OF 1

✱ 5/3/24 14:05 13.7°C



**BULK SAMPLE FORM**

**York Analytical Laboratories, Inc.**

120 Research Drive  
Stratford, CT 06615  
ph. (203) 325-1371  
fax. (203) 357-0166

**Field Chain-of-Custody Record**

Company: QuES&T

Results Send Via: lab@qualityenv.com

1376 Route 9

Invoice to: Angela Holzapfel

Wappinger Falls, NY 12590

Collected By (Print): Shannon D. Talsma

Project ID: Town of New Windsor

Collected By (Sign.): 

Project #: 24-5999

SAMPLE #	LOCATION	SAMPLE DATE	MATRIX	ANALYSIS REQUESTED	CONTAINER
5999-PCB-01	Bypass Building, Exterior, Door, Frame, Metal to Brick and Mortar	5/2/2024	Caulk (Gray)	PCB	4 OZ Jar
5999-PCB-02	Bypass Building, Exterior, Window, Frame, Metal to Brick and Mortar	5/2/2024	Caulk (Black)	PCB	4 OZ Jar
5999-PCB-03	Grit Building, Exterior, Door, Frame, Metal to Cementitious Block and Mortar	5/2/2024	Caulk (Gray)	PCB	4 OZ Jar
5999-PCB-04	Grit Building, Exterior, Window, Frame, Metal to Cementitious Block and Mortar	5/2/2024	Caulk (Brown)	PCB	4 OZ Jar

**ANALYSIS TURNAROUND:** Standard 1-Week TAT

PAGE 1 OF 1





Quality Environmental Solutions & Technologies, Inc.

## **Appendix E: PERSONNEL LICENSES & CERTIFICATIONS**



NEW YORK STATE DEPARTMENT OF HEALTH  
WADESWORTH CENTER



Expires 12:01 AM April 01, 2025  
Issued April 01, 2024

**CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE**

*Issued in accordance with and pursuant to section 502 Public Health Law of New York State*

**MR. PAUL STASCAVAGE**  
**EAS INC - EASTERN ANALYTICAL SERVICES INC**  
**4 WESTCHESTER PLAZA**  
**ELMSFORD, NY 105231610**

**NY Lab Id No: 10851**

*Is hereby APPROVED as an Environmental Laboratory for the category*  
**ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE**  
*All approved subcategories and/or analytes are listed below:*

**Miscellaneous:**

Asbestos in Friable Material	Item 198.1 of Manual EPA 800/544/82/020
Asbestos in Non-Friable Material-PLM	Item 198.3 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Asbestos-Vermiculite-Containing Mats	Item 198.5 of Manual
Lead in Dust Wipes	EPA 70005
Lead in Paint	EPA 70005

**Sample Preparation Methods:**

EPA 3060B

**Serial No.: 68589**

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/publicat/applicantinfoappublic.html>, by phone (616) 485-6670 or by email to [eslp@health.ny.gov](mailto:eslp@health.ny.gov).



NEW YORK STATE DEPARTMENT OF HEALTH  
WADSWORTH CENTER



Expires 12:01 AM April 01, 2025  
Issued April 01, 2024

**CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE**

*Issued in accordance with and pursuant to section 502 Public Health Law of New York State*

**MS. CATHERINE L. MOSHER**  
**YORK ANALYTICAL LABORATORIES INC**  
**120 RESEARCH DRIVE**  
**STRATFORD, CT 06615**

**NY Lab Id No: 10854**

*is hereby APPROVED as an Environmental Laboratory in conformance with the  
National Environmental Laboratory Accreditation Conference Standards (2016) for the category  
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE  
All approved analytes are listed below:*

**Phthalate Esters**

Bis(2-ethylhexyl) phthalate	EPA 8270D EPA 8270E
Diethyl phthalate	EPA 8270D EPA 8270E
Dimethyl phthalate	EPA 8270D EPA 8270E
Di-n-butyl phthalate	EPA 8270D EPA 8270E
Di-n-octyl phthalate	EPA 8270D EPA 8270E

**Polychlorinated Biphenyls**

Aroclor 1016 (PCB-1016)	EPA 8082A
Aroclor 1016 (PCB-1016) in Oil	EPA 8082A
Aroclor 1221 (PCB-1221)	EPA 8082A
Aroclor 1221 (PCB-1221) in Oil	EPA 8082A
Aroclor 1232 (PCB-1232)	EPA 8082A
Aroclor 1232 (PCB-1232) in Oil	EPA 8082A
Aroclor 1242 (PCB-1242)	EPA 8082A
Aroclor 1242 (PCB-1242) in Oil	EPA 8082A
Aroclor 1248 (PCB-1248)	EPA 8082A
Aroclor 1248 (PCB-1248) in Oil	EPA 8082A
Aroclor 1254 (PCB-1254)	EPA 8082A
Aroclor 1254 (PCB-1254) in Oil	EPA 8082A
Aroclor 1260 (PCB-1260)	EPA 8082A
Aroclor 1260 (PCB-1260) in Oil	EPA 8082A
Aroclor 1262 (PCB-1262)	EPA 8082A
Aroclor 1262 (PCB-1262) in Oil	EPA 8082A

**Serial No.: 68595**

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (518) 485-5570 or by email to [elap@health.ny.gov](mailto:elap@health.ny.gov).





NEW YORK STATE DEPARTMENT OF HEALTH  
WADSWORTH CENTER



Expires 12:01 AM April 01, 2025  
Issued April 01, 2024

**CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE**

*Issued in accordance with and pursuant to section 502 Public Health Law of New York State*

MS. CATHERINE L. MOSHER  
YORK ANALYTICAL LABORATORIES INC  
120 RESEARCH DRIVE  
STRATFORD, CT 06615

NY Lab Id No: 10854

*is hereby APPROVED as an Environmental Laboratory in conformance with the  
National Environmental Laboratory Accreditation Conference Standards (2016) for the category  
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE  
All approved analytes are listed below:*

**Polychlorinated Biphenyls**

Aroclor 1268 (PCB-1268)	EPA 8082A
Aroclor 1268 (PCB-1268) in Oil	EPA 8082A

**Polynuclear Aromatic Hydrocarbons**

Acenaphthene	EPA 8270D
	EPA 8270E
Acenaphthylene	EPA 8270D
	EPA 8270E
Anthracene	EPA 8270D
	EPA 8270E
Benzo(a)anthracene	EPA 8270D
	EPA 8270E
Benzo(a)pyrene	EPA 8270D
	EPA 8270E
Benzo(b)fluoranthene	EPA 8270D
	EPA 8270E
Benzo(g,h,i)perylene	EPA 8270D
	EPA 8270E
Benzo(k)fluoranthene	EPA 8270D
	EPA 8270E
Dibenzo(a,h)anthracene	EPA 8270D
	EPA 8270E
Fluoranthene	EPA 8270D
	EPA 8270E
Fluorene	EPA 8270D
	EPA 8270E
Indeno(1,2,3-cd)pyrene	EPA 8270D
	EPA 8270E

Serial No.: 68595

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (518) 485-5570 or by email to [elap@health.ny.gov](mailto:elap@health.ny.gov).





**WE ARE YOUR DOL**



**Department  
of Labor**

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

# ASBESTOS HANDLING LICENSE

Quality Environmental Solutions & Technologies, Inc.  
1376 Route 9, Wappinger Falls, NY, 12590

License Number: 29085

License Class: RESTRICTED

Date of Issue: 12/29/2023

Expiration Date: 01/31/2025

Duly Authorized Representative: Lawrence J Holzapfel

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director  
For the Commissioner of Labor

EXCELSIOR



# United States Environmental Protection Agency

This is to certify that

Quality Environmental Solutions & Technologies,  
Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has  
received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires November 09, 2024

LBP-119213-2

Certification #

November 09, 2021

Issued On



Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



# United States Environmental Protection Agency

This is to certify that



Quality Environmental Solutions & Technologies,  
Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires December 01, 2026

NAT-119213-3

Certification #

November 09, 2021

Issued On



A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch





# **NEW YORK STATE** **MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")** **CERTIFICATION**

Empire State Development's Division of Minority and Women's Business Development grants a

## **Minority Business Enterprise (MBE)**

pursuant to New York State Executive Law, Article 15-A to:

**Quality Environmental Solutions & Technologies Inc. DBA QuEST**

Certification Awarded on: May 13, 2024

Expiration Date: May 13, 2029

File ID#: 49952



**Division of Minority  
and Women's  
Business Development**

A Division of Empire State Development



STATE OF NEW YORK - DEPARTMENT OF LABOR  
ASBESTOS CERTIFICATE

N.Y.S.



**SHANNON D TALSMA**

CLASS(EXPIRES)

C ATEC (10/24) D INSP (10/24)

H PM (10/24)

CERT# 23-61PEC-SHAB  
DMV# 963348232

MUST BE CARRIED ON ASBESTOS PROJECTS



IF FOUND, RETURN TO:

NYS DOL - L&C UNIT

ROOM 161A BUILDING 12

STATE OFFICE CAMPUS

ALBANY NY 12226



01213 007013281 61





12-006010504

*This card acknowledges that the recipient has successfully completed*

## 10-hour Construction Safety and Health

This card issued to:

Shannon D. Talsma

David Veit

04/22/2016

Trainer Name

Date of Issue



732.235.9450  
aotc.sph.rutgers.edu

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training scan the QR code with your mobile device.



Rev 1/2016



STATE OF NEW YORK - DEPARTMENT OF LABOR  
ASBESTOS CERTIFICATE



**ZACHARY TIMPANO**

CLASS(EXPIRES)

C ATEC (11/24) D INSP (11/24)

H PM (11/24)

CERT# 23-61PEY-SHAB  
DMV# 131470793

**MUST BE CARRIED ON ASBESTOS PROJECTS**



01213 007013279 08

IF FOUND, RETURN TO:  
NYS DOL - L&C UNIT  
ROOM 161A BUILDING 12  
STATE OFFICE CAMPUS  
ALBANY NY 12226



# United States Environmental Protection Agency

This is to certify that



Zachary P Timpano

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires August 29, 2026

LBP-R-I252793-1

Certification #

August 15, 2023

Issued On



Ben Conetta, Chief

Chemicals and Multimedia Programs Branch



# United States Environmental Protection Agency

This is to certify that



Zachary P Timpano

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Inspector

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires October 06, 2026

LBP-I-I252793-1

Certification #

September 22, 2023

Issued On



Ben Conetta, Chief

Chemicals and Multimedia Programs Branch





11-602012363

This card acknowledges that the recipient has successfully completed.

## 30-hour Construction Safety and Health

This card issued to:

**Zachary Timpano**

**Paul Rodriguez**

Trainer Name

**9/28/2018**

Date of Issue



800-449-6742  
outreach.keeneosha.com

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training, scan the QR code with your mobile device.



Rev. 1/2016



Exhibit A-1

Specifications – QuES&T

SECTION 028200 – Asbestos Abatement

SECTION 028300 – Lead Safe Work Practices



**SECTION 028200  
ASBESTOS ABATEMENT**

**PART I – GENERAL**

**1.01 DESCRIPTION**

- A. All work under this contract shall be performed in strict accordance with the specifications and all applicable laws for asbestos removal projects. The Abatement Contractor shall furnish all labor, materials, supervision, services, insurance and equipment necessary for the complete and total removal of Asbestos-containing Materials (ACM) as described herein, in attachments to the specification, Job Specific Variance(s) and/or as directed by the *Town of New Windsor* (here-in-after the "Owner") and/or the Owners Representative(s) to support the *Caesars Lane WWTP Expansion Project: Phase 1*.
- B. Abatement Contractor shall provide for personnel air monitoring to satisfy OSHA regulation 29 CFR Parts 1926.1101(f). All work performed shall be in strict accordance with applicable provisions and regulations promulgated under New York State Department of Labor, Industrial Code 56 (ICR-56).
- C. The Abatement Contractor shall satisfy the requirements for asbestos projects issued by the New York State Department of Labor concerning licensing and certification; notification; equipment; removal and disposal procedures; engineering controls; work area preparation; decontamination and clean-up procedures; and personnel air monitoring.
- D. The Abatement Contractor shall be responsible for submittal of asbestos project notification(s) and applicable fees to EPA and NYSDOL concerning this project. Project notification(s) shall be made for the cumulative total of ACM to be removed as required by ICR-56-3.4. Work practices for each individual work area established shall be consistent with the quantity of ACM contained within that work area as defined in ICR-56-2.
- E. The scope of work under this contract shall include the following:
  - 1. All asbestos-containing materials (ACM) shall be removed in accordance with these specifications. The Abatement Contractor is responsible for field verification of estimated quantities, locations and other site conditions that may affect work.
  - 2. All fixed objects remaining within the work area(s) shall be protected as required by Title 12 NYCRR Section 56-7.10(b) and as described in these specifications.
  - 3. The containerization, labeling and disposal of all asbestos waste in accordance with applicable city, state and federal regulations and these specifications.
  - 4. The Abatement Contractor will be responsible for repairing all building components damaged during abatement including, but not limited to, ceiling tiles, ceiling finishes, wall finishes and/or floor finishes, etc.
  - 5. The Abatement Contractor shall be responsible for any and all demolition required to access materials identified in scope of work and on associated drawings.



6. Concealed conditions that are exposed and may require additional work shall be brought to the attention of the Owner(s) immediately. The Abatement Contractor shall not abate these areas without a written notice to proceed. If the Abatement Contractor removes additional asbestos prior to the order to proceed the additional work will not be acknowledged.
7. Permissible working hours shall be Monday through Friday 7:00 A.M. to 4:00 P.M. and/or as defined by the Owner(s) and/or Owner's Representative(s). Holidays shall be considered weekends and not included for working days. Upon written approval from the Owner, the Abatement Contractor may work past these hours. The Abatement Contractor will incur any and all costs associated for work performed beyond the defined schedule including, but not limited to: abatement activities, project/air monitoring, custodial/staffing labor, overtime, mobilizations, etc.
8. Buildings will be turned over to the Abatement Contractor as is. At that time, all electrical services and HVAC systems in the proposed work areas will be shut down. Electricity and water supply will be maintained in the building for use by the Abatement Contractor. The Abatement Contractor is responsible for securing all power in the work area(s) and establishing all temporary GFCI hookups necessary to complete his work.
9. The Abatement Contractor shall remove all identified Asbestos-containing Materials (ACM) to building substrate(s); in areas indicted. Subsequent to final air clearances, the substrate(s) shall be washed with a neutralizing agent to prepare the substrate to accept new floor covering and eliminate residual odors.
10. The Abatement Contractor must coordinate location of waste containers with the Facility and the Owner. Deliveries and storage of equipment must be coordinated with the Facility and the Owner.
11. All "Large" and "Small" asbestos abatement projects, as defined by 12 NYCRR56 shall not be performed while the building is occupied. The term "building" means a wing or major section of a building that can be completely isolated from the rest of the building with sealed non-combustible construction. The isolated portion of the building must contain exists that do not pass through the occupied portion(s) and ventilation systems must be physically separated and sealed at the isolation barriers.

## **1.02 PRE-CONTRACT SUBMITTALS**

Within three (3) days after bids are opened, the three (3) apparent low bidders shall be required to submit the following documentation:

A. Resume': Shall include the following:

1. Provide a list of projects of similar nature performed within the past two (2) years and include the dollar value of all projects. Provide project references to include owner, consultant, and air monitoring firms' name, contact person, address, and phone number, include location of project and date of completion.
2. Abatement Contractor license issued by New York State Department of Labor for asbestos work in accordance with ICR-56-3.



3. A list of owned equipment available to be used in the performance of the project.
4. The number of years engaged in asbestos removal.
5. An outline of the worker training courses, and medical surveillance program conducted by the Abatement Contractor.
6. A standard operating procedures manual describing work practices and procedures, equipment, type of decontamination facilities, respirator program, special removal techniques, etc.
7. Documentation to the satisfaction of the Owner pertaining to the Abatement Contractor's financial resources available to perform the project. Such data shall include, but not be limited to, the firm's balance sheet for the last fiscal year.

#### B. Citations/Violations/Legal Proceedings

1. Submit a notarized statement describing any citations, violations, criminal charges, or legal proceedings undertaken or issued by any law enforcement, regulatory agency, or consultant concerning performance on previous asbestos abatement contracts. Briefly describe the circumstances citing the project and involved persons and agencies as well as the outcome of any actions.
2. Answer the question: "Has your firm or its agents been issued a Stop Work order on any project within the last two years?" If "Yes" provide details as discussed above.
3. Answer the question: "Are you now, or have you been in the past, a party to any litigation or arbitrations arising out of your performance on Asbestos Abatement Contracts?" If "Yes" provide details as discussed in 1. above.
4. Describe any liquidated damages assessed within the last two years.

#### C. Preliminary Schedule

1. Provide a detailed schedule including work dates, work shift times, estimate of manpower to be utilized and the start and completion date for completion of each major work area.

### **1.03 DOCUMENTATION**

- A. The Abatement Contractor shall be required to submit the following and receive the Consultant's approval prior to commencing work on this project:
  1. Provide documentation of worker training for each person assigned to the project. Documentation shall include copies of each workers valid New York State asbestos handler certificates (for those employees who may perform asbestos removal), documentation of current respirator fit test and current OSHA required training and medical examination.



2. The attached "Asbestos Employee Medical Examination Statement" and "Asbestos Employee Training Statement" forms shall be completed, signed and submitted for each worker assigned to the project. Records of all employee training and medical surveillance shall be maintained for at least forty (40) years. Copies of the records shall be submitted to the Consultant prior to commencement.
3. The Abatement Contractor shall submit proof of a current, valid license issued by the New York State Department of Labor pursuant to the authority vested in the Commissioner by section 906 of the Labor Laws, and that the employees performing asbestos related work on this project are certified by the State of New York as required in Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York latest edition. Copies of all licenses shall be submitted prior to the commencement of the project.
4. The Abatement Contractor shall submit a written respiratory protection program meeting the requirements of 29 CFR 1910.134 to the Consultant.
5. The name, address, social security number and NYS DOL certificate number of the person(s) who will supervise the asbestos project.
6. The name and address of the deposit or waste disposal site or sites where the asbestos materials are to be deposited or disposed of. This site must be approved by the Owner. The manifesting procedure must also be specified.
7. The name, address and New York State Dept. of Environmental Conservation ID Number of any transporters that are to be used to transport waste.
8. A written Standard Operation Procedure (SOP) that is designed and implemented to maximize protection against human exposure to asbestos dust. The SOP shall take into consideration the workers, visitors, building employees, general public and environment. As a minimum the procedures must include the following:
  - a. Security for all work areas on an around-the-clock basis against unauthorized access.
  - b. Project organization chart including the phone numbers of at least two responsible persons who shall be authorized to dispatch men and equipment to the project in the event of an emergency; including weekends.
  - c. Description of protective clothing and NIOSH approved respirators to be used.
  - d. Description of all removal methods to be used, including HEPA air filtration and decontamination sequence with special emphasis on any procedure that may deviate from these specifications.
  - e. A list of manufacturers' certificates stating that all vacuums, negative air filtration equipment, respirators and air supply equipment meet OSHA and EPA requirements.
  - f. A list of all materials proposed to be furnished and used under this contract.



- g. Emergency evacuation procedures in the event of fire, smoke or accidents such as injury from falling, heat exposure, electrical shock, etc.
  - h. The name, address and ELAP number of the New York State Department of Health Certified Analytical Testing Laboratory the Contractor proposes to use for the OSHA monitoring.
  - 9. A detailed plan, in triplicate, for the phasing of the project, division of work areas and location of decontamination facilities, waste containers and temporary office.
  - 10. Work schedule, identifying firm dates and completion for actual areas. Bar chart or critical path chart indicating phases is required.
- B. The Abatement Contractor shall post their NYS DOL contractor's license and maintain a daily log documenting the dates and time of the following items within each personal decontamination unit:
- 1. Meetings; purpose, attendants, discussion (brief)
  - 2. Sign-in and sign-out of all persons entering the work area including name, date, time, social security number, position or function and general description of daily activity.
  - 3. Testing of barriers and enclosure systems using smoke tubes prior to the beginning of abatement activities and at least once a day thereafter until satisfactory clearance air monitoring results have been achieved.
  - 4. Inspection of all plastic barriers, twice daily, by the asbestos supervisor.
  - 5. Loss of enclosure integrity; special or unusual events, barrier breaches, equipment failures, etc.
  - 6. Daily cleaning of enclosures.
  - 7. Personnel air monitoring test results for OSHA Compliance. Results shall be posted at the work site within 24 hours of testing and copies supplied to the Owner within five (5) days of testing. Abnormalities shall be supplied to the Owner immediately.
- C. Documentation with confirmation signature of Consultant's representative of the following shall be provided by the Abatement Contractor at the final closeout of the project.
- 1. Testing of barriers and enclosure systems using smoke tubes shall be performed prior to the beginning of abatement activities and at least once a day thereafter until satisfactory clearance air monitoring results have been achieved.
  - 2. Inspection of all plastic barriers.
  - 3. Removal of all polyethylene barriers.
  - 4. Consultant's inspections prior to encapsulation.
  - 5. Removal of waste materials.



6. Decontamination of equipment (list items).
  7. Consultant's final inspection/final air tests.
- D. The Abatement Contractor shall provide records of all project information, to include the following which shall be submitted upon completion of the project and prior to approval of the Abatement Contractor's payment application:
1. The location and description of the abatement project.
  2. The name, address and social security number of the person(s) who supervised the asbestos project.
  3. Certified payroll documentation Pursuant to Article 8, Section 220 of the NYS Labor Law
  4. Copies of EPA/NYS DOL Asbestos Certificates for all Workers and Supervisors employed on the Project.
  5. Copies of Medical Approval and Respirator Fit Testing for all Asbestos Workers and Supervisors employed on the Project.
  6. Copies of Abatement Contractors Daily Sign-In Sheets & Logs for persons entering and leaving the work area. – Title 12 NYCRR Part 56-7.3.
  7. Copies of Abatement Contractor's personal air sampling laboratory results.
  8. The amounts and type of asbestos materials that was removed, enclosed, encapsulated, or disturbed.
  9. The name and address of the deposit or waste disposal site or sites where the asbestos waste materials were deposited or disposed of and all related manifests, receipts and other documentation associated with the disposal of asbestos waste.
  10. The name and address of any transporters used to transport waste and all related manifests, receipts and other documentation associated with the transport of asbestos waste.
  11. All other information that may be required by state, federal or local regulations.
  12. Copy of the Supervisor's Daily Project Log of events as described in 1.03 B, above.

#### **1.04 NOTIFICATIONS AND PERMITS**

- A. The Abatement Contractor shall be required to prepare and submit notifications to the following agencies at least ten (10) days prior to the commencement of the project:



1. Asbestos NESHAPS Contact  
U.S. Environmental Protection Agency  
NESHAPS Coordinator, Air Facilities Branch  
26 Federal Plaza  
New York, New York 10007  
(212) 264-7307
2. State of New York Department of Labor  
Division of Safety and Health  
Asbestos Control Bureau  
State Office Building Campus, Building 12, Room 454  
Albany, New York 12240
3. Owner(s): Town of New Windsor  
555 Union Avenue  
New Windsor, NY 12553  
ATTN: Michael Weeks, Town Engineer  
Ph. (845) 563-4618  
E-mail. [mweeks@mhepc.com](mailto:mweeks@mhepc.com)
4. Environmental Consultant(s): Quality Environmental Solutions & Technologies, Inc. (QuES&T)  
1376 Route 9  
Wappingers Falls, New York 12590  
ATTN: Rudy Lipinski, Director of Field Operations  
Ph. (845) 298-6031  
E-mail. [rlipinski@qualityenv.com](mailto:rlipinski@qualityenv.com)

B. The notification shall include but not be limited to the following information:

1. Name and address of Owner.
2. Name, address and asbestos handling license number of the Abatement Contractor.
3. Address and description of the building, including size, age, and prior use of the building or area; the amount, in square feet or linear feet of asbestos material to be removed; room designation numbers or other local information where asbestos material is found, including the type of asbestos material (friable or non-friable).
4. Scheduled starting and completion dates for removal.
5. Methods to be employed in abating asbestos containing materials.
6. Procedures and equipment, including ventilating/exhaust systems, that will be employed to comply with the Code of Federal Regulation (CFR) Title 40, Part 61 of the U.S. Environmental Protection Agency.
7. The name and address of the carting company and of the waste disposal site where the asbestos waste will be deposited.



**NOTE:** Notifications shall be submitted using standard forms as may be used by the respective agency.

For DOL (NYS) include "Asbestos Project Notification" form (DOSHS-483) with proper fee, if required. For EPA include "Notification of Demolition and Renovation"; 40 CFR Part 61.

- C. The Abatement Contractor shall secure any permits required by the city, town, county, or state that may be required and the cost for obtaining the permit shall be included in his base bid.
- D. The Abatement Contractor shall erect warning signs around the work space at every point of potential entry into the work area in accordance with OSHA 1926.58k (2), (i). These signs shall bear the following information:

**DANGER**  
**CANCER AND LUNG DISEASE HAZARD**  
**AUTHORIZED PERSONNEL ONLY**  
**RESPIRATORS AND PROTECTIVE**  
**CLOTHING**  
**ARE REQUIRED IN THIS AREA**

- E. The Abatement Contractor shall post at entrances to the work place and immediate adjacent areas, notifications to building occupants which include the name and license number of the contractor, project location and size, amount and type of ACM, abatement procedures, dates of expected occurrence and name and address of the air monitor and laboratory in compliance with ICR 56-3.6.
- F. The Abatement Contractor shall post a list of emergency telephone numbers at the job site which shall include the Owner's Representative, police, emergency squad, local hospital, Environmental Protection Agency, N.Y. State Department of Labor, Occupational Safety and Health Administration and the local Department of Health.

## **1.05 APPLICABLE STANDARDS**

Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effects (and are made a part of contract documents by reference) as if copied directly into contract documents, or as if published copies were bound herewith. Resolution of overlapping and conflicting requirements, which result from the application of several different industry standards to the same unit of work, shall be by adherence to the most stringent requirement.

- A. Applicable standards listed in these Specifications form a part of this Specification and include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:
  - 1. ANSI:  
American National Standards Institute  
1430 Broadway  
New York, New York 10018



2. ASHRAE:  
American Society for Heating, Refrigerating  
and Air Conditioning Engineers  
1791 Tullie Circle NE  
Atlanta, Georgia 30329
3. ASTM:  
American Society for Testing and Materials  
1916 Race Street  
Philadelphia, Pennsylvania 19103
4. CFR  
Code of Federal Regulations Available  
from Government Printing Office  
Washington, District of Columbia 20402
5. CGA  
Compressed Gas Association  
1235 Jefferson Davis Highway  
Arlington, Virginia 22202
6. CS  
Commercial Standard of NBS  
(US Dept. of Commerce)  
Government Printing Office
7. EPA  
Environmental Protection Agency, Region II  
26 Federal Plaza  
New York, New York 10007  
Asbestos Coordinator - Room 802  
(212) 264-9538  
Part 61, Sub-Parts A & B  
National Emission Standard for Asbestos
8. FEDERAL SPECS  
Federal Specification (General Services Administration)  
7th and D Street, SW  
Washington, District of Columbia 20406
9. NBS  
National Bureau of Standards  
(US Department of Commerce)  
Gaithersburg, Maryland 20899
10. NEC  
National Electrical Code (by NFPA)



11. NFPA

National Fire Protection Association  
Batterymarch Park  
Quincy, Massachusetts 02269

12. NIOSH

National Institute for Occupational Safety and Health  
26 Federal Plaza  
New York, New York 10007

13. NYSDOH

New York State Department of Health  
Bureau of Toxic Substance Assessment  
Room 359 - 3rd Floor  
Tower Building Empire State Plaza  
Albany, New York 12237

14. NYSDEC

New York State Department of Environmental Conservation  
Room 136  
50 Wolf Road  
Albany, New York 12233-3245

15. NYSDOL

State of New York Department of Labor  
Division of Safety and Health  
Asbestos Control Program  
State Campus  
Building 12  
Albany, New York 12240

16. OSHA

Occupational Safety and Health Administration  
(US Department of Labor)  
New York Regional Office - room 3445  
1515 Broadway  
New York, New York 10036

17. UL

Underwriters Laboratories  
333 Pfingsten Road  
Northbrook, Illinois 60062

B. Federal Regulations: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials:

1. U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA):



- a. Asbestos Regulations  
Title 29, Part 1910, of the Code of Federal Regulations.
  - b. Respiratory Protection  
Title 29, Part 1910, Section 134 of the Code of Federal Regulations.
  - c. Construction Industry  
Title 29, Part 1926, of the Code of Federal Regulations.
  - d. Access to Employee Exposure & Medical Records  
Title 29, Part 1910, Section 20 of the Code of Federal Regulations.
  - e. Hazard Communication  
Title 29, Part 1910, Section 1200 of the Code of Federal Regulations.
  - f. Specifications for Accident Prevention Signs and Tags  
Title 29, Part 1910, section 145 of the Code of Federal Regulations.
2. U.S. Environmental Protection Agency (EPA):
- a. Asbestos Hazard Emergency Response Act (AHERA) Regulation Asbestos Containing Materials in Schools Final Rule & Notice Title 40, Part 763, Subpart E of the Code of Federal Regulations.
  - b. Worker Protection Rule  
40 CFR Part 763, Subpart G, CPTS 62044, FLR 2843-9  
Federal Register, Vol. 50, No. 134, 7/12/85, P28530-28540
  - c. Regulation for Asbestos  
Title 40, Part 61, Subpart A of the Code of Federal Regulations
  - d. National Emission Standard for Asbestos  
Title 40, Part 61, Subpart M (Revised Subpart B) of the Code of Federal Regulations
  - e. Resource Conservation and Recovery Act (RCRA) 1976, 1980  
Hazardous and Solid Waste Amendments (HSWA) 1984  
Subtitle D, Subtitle C
3. U.S. Department of Transportation (DOT):
- a. Hazardous Substances: Final Rule Regulation 49 CFR, Part 171 and 172.
- C. State Regulations: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials:
- 1. New York State Department of Environmental Conservation (DEC) Regulations regarding waste collection registration. Title 6, Part 364 of the New York State Official Compilation of Codes, Rules and Regulations - 6NYCRR 364.



2. New York State Right-To-Know Law
  3. New York State Department of Labor Asbestos Regulations Industrial Code Rule 56.
  4. New York State Department of Health, Title 10 Part 73 Asbestos Safety Program Requirements.
- D. Standards: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials:
1. American National Standards Institute (ANSI)
    - a. Fundamentals Governing the Design and Operation of Local Exhaust Systems  
Publication Z9.2-79
    - b. Practices for Respiratory Protection  
Publication Z88.2-80
- E. Guidance Documents: Those that discuss asbestos abatement work or hauling, and disposal of asbestos waste materials are listed below only for the Abatement Contractor's information. These documents do not describe the work and are not a part of the work of this contract.
- EPA:
1. Guidance for Controlling Asbestos Containing Materials in Buildings (Purple Book)  
EPA560/5-85-024.
  2. Asbestos Waste Management Guidance EPA 530-SW-85-007.
- F. Patents and Royalties: The Abatement Contractor shall pay all royalties and/or license fees. The Abatement Contractor shall defend all suits and claims for infringement of any patent rights and save the Owner and Consultant harmless from loss including attorney fees on account thereof.

## 1.06 DEFINITIONS

As used in or in connection with these specifications the following are terms and definitions.

**Abatement** - Procedure to control release from asbestos material. This includes removal, encapsulation and enclosure.

**Aggressive sampling** - A method of sampling in which the person collecting the air sample creates activity by the use of mechanical equipment during the sampling period to stir up settled dust and simulate activity in that area of the building.

**AIHA** - The American Industrial Hygiene Association, 475 Wolf Ledges Parkway, Akron, Ohio 44311.



**Airlock** - A system for permitting entrance and exit while restricting air movement between a containment area and an uncontaminated area. It consists of two curtained doorways separated by a distance of at least three feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination.

**Air sampling** - The process of measuring the content of a known volume of air collected during a specific period of time.

**Amended water** - Water to which a surfactant has been added.

**Approved asbestos safety program** - A program approved by the Commissioner of Health providing training in the various disciplines that may be involved in an asbestos project.

**Area air sampling** - Any form of air sampling or monitoring where the sampling device is placed at some stationary location.

**Asbestos** - Any naturally occurring hydrated mineral silicate separable into commercially usable fibers, including chrysotile (serpentine), amosite (cumingtonite-gunerite), crocidolite (riebeckite), tremolite, anthophyllite and actinolite.

**Asbestos contract** - An oral or written agreement contained in one or more documents for the performance of work on an asbestos project and includes all labor, goods and service.

**Asbestos handler** - An individual who installs, removes, applies, encapsulates, or encloses asbestos or asbestos material, or who disturbs friable asbestos. Only individuals certified by NYS Department of Labor shall be acceptable for work under this specification.

**Asbestos handling certificate** - A certificate issued by the Commissioner of Labor of the State of New York, to a person who has satisfactorily completed an approved asbestos safety program.

**Asbestos project** - Work undertaken by a contractor which involves the installation, removal, encapsulation, application or enclosure of any ACM or the disturbance of friable ACM.

**Asbestos Safety Technician (AST)** - Individual designated to represent the Consultant, perform third party monitoring and perform compliance monitoring at the job site during the asbestos project.

**Asbestos waste material** - Asbestos material or asbestos contaminated objects requiring disposal.

**Authorized visitor** - The building owner, his or her representative or any representative of a regulatory or other agency having jurisdiction over the project.

**Background level monitoring** - A method used to determine ambient airborne concentrations inside and outside of a building or structure prior to starting an abatement project.

**Building owner** - The person in whom legal title to the premises is vested unless the premises are held in land trust, in which instance Building Owner means the person in whom beneficial title is vested.



**Clean room** - An uncontaminated area or room that is a part of the personal decontamination enclosure with provisions for storage of persons' street clothes and protective equipment.

**Cleanup** - The utilization of HEPA vacuuming to control and eliminate accumulations of asbestos material and asbestos waste material.

**Clearance air monitoring** - The employment of aggressive sampling techniques with a volume of air collected to determine the airborne concentration of residual fibers upon conclusion of an asbestos abatement project.

**Commissioner** - Commissioner of the New York State Department of Labor.

**Contractor** - A company, unincorporated association, firm, partnership or corporation and any owner or operator thereof, which engages in an asbestos project or employs persons engaged in an asbestos project.

**Curtained doorway** - A device that consists of at least three overlapping sheets of plastic over an existing or temporarily framed doorway. One sheet shall be secured at the top and left side, the second sheet at the top and right side, and the third sheet at the top and the left side. All sheets shall have weights attached to the bottom to ensure that the sheets hang straight and maintain a seal over the doorway when not in use.

**Decontamination enclosure system** - A series of connected rooms, separated from the work area and from each other by air locks, for the decontamination of persons, materials, equipment, and authorized visitors.

**Encapsulant (sealant) or encapsulating agent** - A liquid material that can be applied to asbestos material and which prevents the release of asbestos from the material by creating a membrane over the surface.

**Enclosure** - The construction of airtight walls, ceilings and floors between the asbestos material and the facility environment, or around surfaces coated with asbestos materials, or any other appropriate procedure that prevents the release of asbestos materials.

**Equipment room** - A contaminated area or room that is part of the personal decontamination enclosure system with provisions for the storage of contaminated clothing and equipment.

**Fixed object** - A unit of equipment, furniture or other fixture in the work area which cannot be readily removed from the work area.

**Friable Asbestos Material** - That condition of crumbled, pulverized, powdered, crushed or exposed asbestos capable of being released into the air by hand pressure.

**Friable material containment** - The encapsulation or enclosure of any friable asbestos material.



**Glovebag technique** - A method for removing asbestos material from heating, ventilating, and air conditioning (HVAC) ducts, piping runs, valves, joints, elbows, and other nonplanar surfaces in a noncontained work area. The glovebag assembly is a manufactured device consisting of a glovebag constructed of at least six mil transparent plastic, two inward-projecting longsleeve gloves, which may contain an inward projecting waterwand sleeve, an internal tool pouch, and an attached, labeled receptacle or portion for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and to contain all asbestos fibers released during the abatement process.

**HEPA filter** - A high efficiency particulate air filter capable of trapping and retaining 99.97 percent of particulate greater than 0.3 microns equivalent aerodynamic diameter.

**HEPA vacuum equipment** - Vacuuming equipment with a high efficiency particulate air filtration system.

**Holding area** - A chamber in the waste decontamination enclosure located between the washroom and an adjacent uncontaminated area.

**Homogeneous work area** - A site within the abatement work area that contains one type of asbestos material and where one type of abatement is used.

**Large asbestos project** - An asbestos project involving the installation, removal, disturbance, enclosure, or encapsulation of 160 square feet or more of asbestos or asbestos material or 260 linear feet or more of asbestos or asbestos material.

**Minor asbestos project** - An asbestos project involving the installation, removal, disturbance, enclosure, or encapsulation of 10 square feet or less of asbestos or asbestos material, or 25 linear feet or less of asbestos or asbestos material.

**Movable object** - A unit of equipment, furniture or fixture in the work area that can be readily removed from the work area.

**Negative air pressure equipment** - A local exhaust system equipped with HEPA filtration. The system shall be capable of creating and maintaining a negative pressure differential between the outside and the inside of the work area.

**Non-asbestos material** - Any material containing one percent or less asbestos by weight.

**Occupied area** - Any frequented portion of the work site where abatement is not taking place.

**Outside air** - The air outside the building or structure.

**Personal air monitoring** - A method used to determine an individual's exposure to airborne contaminants. The sample is collected outside the respirator in the person's breathing zone.

**Plasticize** - To cover floors, walls, ceilings and other surfaces with 6 mil fire retardant plastic sheeting as herein specified.



**Project** - Any form of work performed in connection with the abatement of asbestos or alteration, renovation, modification or demolition of a building or structure that may disturb asbestos or asbestos material.

**Removal** - The stripping of any asbestos material.

**Repair** - Corrective action using required work practices to control fiber release from damaged areas.

**Respiratory protection** - Respiratory protection required of licensed asbestos workers and authorized visitors in accordance with the applicable laws.

**Satisfactory clearance air monitoring results** - For all post- abatement samples, airborne concentrations of total fibers that are less than 0.01 fibers per cubic centimeter or background levels, whichever are greater, using phase contrast microscopy (PCM).

**Shower room** - A room between the clean room and the equipment room in the personal decontamination enclosure with hot and cold running water controllable at the top and arranged for complete showering during decontamination.

**Small asbestos project** - An asbestos project involving the installation, removal, disturbances, enclosure, or encapsulation of more than 10 and less than 160 square feet of asbestos or asbestos material of more than 25 and less than 260 linear feet of asbestos or asbestos material.

**Staging area** - The area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the work area.

**Surfactant** - A chemical wetting agent added to water to improve its penetration.

**Visible emissions** - An emission of particulate material that can be seen without the aid of instruments.

**Washroom** - A room between the work area and the holding area in the waste decontamination enclosure system, where equipment and waste containers are wet cleaned and/or HEPA vacuumed.

**Waste decontamination enclosure system** - An area, consisting of a washroom and a holding area, designated for the controlled transfer of materials and equipment.

**Wet cleaning** - The process of eliminating asbestos contamination from surfaces, equipment or other objects by using cloths, mops, or other cleaning tools.

**Work area** - Designated rooms, spaces, or areas where asbestos abatement takes place.

**Work site** - Premises where asbestos abatement is taking place.

**Work Surface** - Substrate surface from which asbestos-containing material has been removed.



## **1.07 UTILITIES, SERVICE AND TEMPORARY FACILITIES**

- A. The Owner shall make available to the Abatement Contractor all reasonable amounts of water and electrical power at no charge.
- B. The Abatement Contractor shall provide, at his own expense, all electrical, water, and waste connections, extensions, and construction materials, supplies, etc. All connections must be approved in advance by the Owner and all work relative to the utilities must be in accordance with the applicable building codes.
- C. The Abatement Contractor shall provide scaffolding, ladders and staging, etc. as necessary to accomplish the work of this contract. The type, erection and use of all scaffolding, ladders and staging, etc. shall comply with all applicable OSHA provisions.
- D. All connections to the Owner's water system shall include reduced pressure backflow protection or double check and double gate valves. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment.
- E. The Abatement Contractor shall use only heavy-duty abrasion resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water to each work area and to each decontamination unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment. All water must be shut off at the end of each shift.
- F. The Abatement Contractor shall provide service to decontamination unit electrical subpanel with minimum 60-amp, 2 pole circuit breaker or fused disconnect and ground-fault circuit interrupters (GFCI), reset button and pilot light, connected to the building's main distribution panel. Subpanel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work. This electrical subpanel shall be used for hot water heater, PAPR battery recharging and air sampling pumps.
- G. The Abatement Contractor shall provide UL rated 40-gallon electric hot water heater to supply hot water for the decontamination unit shower. Activate from 30-amp circuit breaker on the electrical subpanel located within the decontamination unit. Provide with relief valve compatible with water heater operation, relief valve down to drip pan on floor with type L copper. Wiring of the hot water heater shall follow NEMA, NEC, and UL standards.
- H. The Abatement Contractor shall provide identification warning signs at power outlets, which are other than 110-120-volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 plugs into higher voltage outlets. Dry transformers shall be provided where required to provide voltages necessary for work operations. All outlets or power supplies shall be protected by ground fault circuit interrupter (GFCI) at the power source.
- I. The Abatement Contractor shall use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas of work.



- J. The Abatement Contractor shall provide general service incandescent lamps of wattage indicated or required for adequate illumination; Protect lamps with guard cages or tempered glass enclosures; Provide exterior fixtures where fixtures are exposed to moisture.
- K. The Abatement Contractor shall provide temporary heat or air conditioning as necessary to maintain comfortable working temperatures inside and immediately outside the work areas. Heating and A/C equipment shall have been tested and labeled by UL, FM or another recognized trade association related to the fuel being used. Fuel burning heaters shall not be used inside containment areas. The Contractor shall also provide a comfortable working environment for occupied areas that are impacted by the asbestos removal.
- L. The Abatement Contractor shall comply with recommendations of the NFPA standard in regard to the use and application of fire extinguishers. Locate fire extinguishers where they are most convenient and effective for their intended purpose but provide not less than one extinguisher in each work area, equipment room, clean room and outside the work area.

## **1.08 REMOVAL OF FIXTURES**

- A. In locations where the Abatement Contractor is directed to dispose of fixtures, he shall either decontaminate the fixtures and dispose of them as non-asbestos containing materials or he shall place them in an appropriate container and dispose of them as asbestos containing material.
- B. In locations where the Abatement Contractor is directed to remove and reinstall fixtures, the fixtures shall be removed, decontaminated, labeled, protected with plastic and stored by the contractor in a location as directed by the Owner.
- C. Upon completion of the asbestos removal and upon receiving satisfactory clearance air monitoring results, all items to be replaced shall be restored to their original location and reinstalled by the Abatement Contractor.

## **PART 2 – PRODUCTS**

### **2.01 MATERIALS AND EQUIPMENT**

#### **A. GENERAL REQUIREMENTS**

- 1. Materials shall be stored off the ground, away from wet or damp surfaces and under protective cover to prevent damage or contamination.
- 2. Damaged or deteriorating materials shall not be used and shall be removed from the premises.
- 3. Power tools used to drill, cut into, or otherwise disturb asbestos material shall be equipped with HEPA filtered local exhaust ventilation.
- 4. The Abatement Contractor shall make available to authorized visitors, ladders and/or scaffolds of sufficient dimension and quantity so that all work surfaces can be easily and safely reached for inspection. Scaffold joints and ends shall be sealed with tape to prevent incursion of asbestos. Scaffolds and ladders shall comply with all applicable codes.



## B. PLASTIC BARRIERS (POLYETHYLENE)

1. In sizes and shapes to minimize the number of joints.
  - a. Six mil. (.006") fire-retardant for vertical protection (walls, entrances and openings).
  - b. Six mil. (.006") fire-retardant for horizontal protection (fixed equipment) and heating grilles.
  - c. Six mil. (.006") reinforced fire-retardant for floors of decon units.
2. Provide two (2) layers over all roof, wall and ceiling openings. Floor penetrations shall be sealed with a rigid material prior to plasticizing to prevent tripping and fall hazards. All seams within a layer shall be separated by a minimum distance of six feet and sealed airtight. All seams between layers shall be staggered.
3. Barrier Attachment - Commercially available duct tape (fabric or paper) and spray-on adhesive. Duct tape shall be capable of sealing joints of adjacent sheets of plastic, facilitating attachment of plastic sheets to finished or unfinished surfaces of dissimilar materials and adhering under both dry and wet conditions.

## C. SIGNS

1. Danger signs shall be provided and shall conform to 29 CFR 1926.1101 and be 14" x 20". These signs shall bear the following information:

**DANGER  
ASBESTOS  
CANCER AND LUNG DISEASE HAZARD  
RESPIRATORS AND PROTECTIVE  
CLOTHING  
ARE REQUIRED IN THIS AREA**

## D. DANGER LABELS AND TAPE

1. Labels shall be affixed to any asbestos contaminated material in accordance with the requirements of 29 CFR 1910.1200 (f) of OSHA's Hazard Communication Standard, and shall contain the following information:

**DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID BREATHING DUST  
CANCER AND LUNG DISEASE HAZARD**



2. A label shall be affixed on each container of asbestos waste in accordance with the requirements of 49 CFR Parts 171 and 172, Hazardous Substances; Final Rule (U.S. Department of Transportation), and shall contain the following information:

<p style="text-align: center;"><b>RQ HAZARDOUS SUBSTANCE SOLID, NOS, ORM-E, NA 9188 (ASBESTOS)</b></p>
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3. A label shall be affixed on each container of asbestos waste in accordance with the requirements of 40 CFR Part 61.150, NESHAP; Asbestos; Final Rule (USEPA) and shall contain the name of the waste generator and the location at which the waste was generated.

NOTE: All containers marked as above (1,2 and 3) shall be disposed of as asbestos waste.

4. Provide 3" red barrier tape printed with black lettered "DANGER ASBESTOS REMOVAL". Locate barrier tape across all corridors, entrances and access routes to asbestos work area.

#### E. PROTECTIVE EQUIPMENT

##### 1. Respiratory Requirements

- a. Where fiber levels permit, and in compliance with regulatory requirements, Powered Air Purifying Respirators are the minimum allowable respiratory protection permitted to be utilized during removal operations.
- b. Where not in violation of NIOSH, OSHA, and any other regulatory requirements, the Abatement Contractor shall provide the following minimum respiratory protection to the maximum use concentrations indicated:

<u>MSHA/NIOSH Approved Respiratory Protection</u>	<u>Maximum Use Concentration</u>
Half-Mask Air Purifying with HEPA Filters	10x PEL
Full-Facepiece Air Purifying HEPA Filters and Quantitative Fit Test	10x PEL
Powered Air Purifying (PAPR), Loose fitting Helmet or Hood, HEPA Filter	25x PEL
Powered Air Purifying (PAPR), Full Facepiece, HEPA Filter	50x PEL
Supplied Air, Continuous Flow Loose fitting Helmet or Hood	25x PEL



Supplied Air, Continuous Flow Full Facepiece, HEPA Filter	50x PEL
Full Facepiece-Supplied Air Pressure Demand, HEPA Filter	100x PEL
Full Facepiece-Supplied Air Pressure Demand, with Aux. SCBA, Pressure Demand or Continuous Flow	>100x PEL

2. Disposable Clothing - "Tyvek" manufactured by Dupont or approved equal.
3. NIOSH approved safety goggles to protect eyes.
4. Polyethylene bags, 6 mil. (.006") thick (use double bags).

NOTE: Workers must always wear disposable coveralls and respirator masks while in the work area. Contaminated coveralls or equipment must be left in work area and not worn into other parts of the building.

#### F. TOOLS AND EQUIPMENT

1. Airless Sprayer - An airless sprayer, suitable for application of encapsulating material, shall be used.
2. Scaffolding - Scaffolding, as required to accomplish the specified work, shall meet all applicable safety regulations.
3. Transportation Equipment - Transportation equipment, as required, shall be suitable for loading, temporary storage, transport and unloading of contaminated waste without exposure to persons or property. Watertight, hard wall containers shall be provided to retain and dispose of any asbestos waste material with sharp-edged components that may tear plastic bags or sheeting. The containers shall be marked with danger labels.
4. Surfactant - Wetting Agents - "Asbestos-Wet" - Aquatrols Corp. of America or approved equal and shall be non-carcinogenic.
5. Portable (negative air pressure) asbestos filtration system - by Micro-Trap or approved equal.
6. Vacuum, HEPA type equal to "Nilfisk" #GA73, or "Pullman/Holt" #75 ASA.
7. Amended Water Sprayer - The water sprayer shall be an airless or other low-pressure sprayer for amended water application.
8. Other Tools and Equipment - The Abatement Contractor shall provide other suitable tools for the stripping, removal, encapsulation, and disposal activities including but not limited to: hand-held scrapers, nylon brushes, sponges, rounded edge shovels, brooms, and carts.



## **PART 3 – EXECUTION**

### **3.01 PRE-ABATEMENT WORK AREA PREPARATION**

- A. The work area shall be vacated by the occupants prior to work area preparation and not reoccupied until satisfactory clearance air monitoring results have been achieved.
- B. Caution signs shall be posted at all locations and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted that permit a person to read the sign and take the necessary protective measures to avoid exposure.
- C. Shut down and lock out electric power to all work areas. The Abatement Contractor shall provide temporary power and lighting and ensure safe installation of temporary power sources and equipment used where high humidity and/or water shall be sprayed in accordance with all applicable codes. All power to work areas shall be brought in from outside the area through a ground-fault interrupter at the source.
- D. Isolate the work area HVAC system.
- E. The personnel decontamination enclosure system shall be installed or constructed prior to preparatory work in the work area and in particular before the disturbance of asbestos material. The waste decontamination enclosure system shall be installed or constructed prior to commencement of abatement activities.
- F. Movable objects within the work area shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning and such objects shall be removed from the work area to an uncontaminated location. If disposed of as asbestos waste material, cleaning is not required.
- G. Fixed objects and other items, which are to remain within the work area, shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning. Such objects shall be enclosed with two layers of at least six mil plastic sheeting and sealed with tape.
- H. The work area shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters, shall be prohibited. Asbestos material shall not be disturbed during pre-cleaning.
- I. Isolation barriers that seal off all openings, including windows, corridors, doorways, ducts, and any other penetrations of the work area, shall be constructed using two layers of at least six mil fire-retardant plastic sheeting sealed with tape. Also, all seams in mechanical system components that pass through the work area shall be sealed. Doorways and corridors, which shall not be used for passage during work, shall also be sealed.
- J. Removal of mounted objects. After isolation barriers are in place, objects such as light fixtures, electrical track, alarm systems, ventilation equipment and other items not previously sealed, shall be double sealed with six mil fire-retardant plastic sheeting. Localized HEPA filtered vacuum equipment shall be used during fixture removal to reduce asbestos dispersal.



- K. Individual roof and floor drains shall be sealed watertight using two layers of 6-mil fire-retardant plastic sheeting and tape prior to plasticizing. Openings in floor shall be fully covered with plywood sheeting secured to the floor in such a way as to minimize a tripping hazard prior to plasticizing.
- L. Emergency and fire exits from the work area shall be maintained or alternate exits shall be established according to all applicable codes.
- M. Adequate toilet facilities shall be supplied by the Abatement Contractor and shall be located either in the clean area of the personnel decontamination enclosure or shall be readily accessible to the personnel decontamination enclosure.

### **3.02 LARGE ASBESTOS PROJECT PERSONNEL DECONTAMINATION ENCLOSURE SYSTEM (ICR 56-7.5)**

- A. The personnel decontamination enclosure shall be constructed prior to preparatory work in the work area and in particular before the disturbance of asbestos material.
  - 1. Construction and use of personnel decontamination enclosure systems shall be in accordance with ICR-56 and any Applicable or Site-Specific Variances utilized on this project. Such systems may consist of existing rooms outside of the work area, if the layout is appropriate, that can be enclosed is plastic sheeting and are accessible from the work area. When this situation does not exist, enclosure systems may be constructed out of metal, wood or plastic support.
  - 2. The personnel decontamination enclosure system shall consist of a clean room, a shower room, and an equipment room, in series, separated from each other and from the work area by three airlocks.
  - 3. There shall be one shower per six full shift abatement persons calculated on the basis of the largest shift.
  - 4. The personnel decontamination enclosure system shall be fully framed, sheathed for safety and constructed to prevent unauthorized entry.
  - 5. Personnel decontamination enclosure systems constructed at the work site shall utilize at least six mil fire-retardant opaque plastic sheeting. At least two layers of six mil fire-retardant reinforced plastic sheeting shall be used for the flooring of this area.
  - 6. All prefabricated decontamination units shall be completely decontaminated and sealed prior to separation and removal from the work area. Mobile decontamination units shall remain in place until satisfactory clearance results have been attained.
  - 7. The clean room shall be sized to accommodate all authorized persons. Benches, lockers and hooks shall be provided for street clothes. Shelves for storing respirators shall also be provided. Clean clothing, replacement filters for respirators, towels and other necessary items shall be provided. The clean room shall not be used for the storage of tools, equipment or materials. It shall not be used for office space. A lockable door shall be provided to permit access to the clean room from outside the work area or enclosure. It shall be used to secure the work area and decontamination enclosure during off-shift hours.



8. The shower room shall contain one or more showers. Each shower head shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to ensure against leakage of any kind. Uncontaminated soap, shampoo and towels shall be available at all times. Shower water shall be drained, collected and filtered through a system with at least 5.0 micron particle size collection capability. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filtration system by large particles. Filtered wastewater shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos waste. The shower room shall be constructed in such way that travel through the decontamination unit shall be through the shower.
9. The equipment room shall be used for the storage of equipment and tools after decontamination using a HEPA filtered vacuum and/or wet cleaning. A one day supply of replacement filters, in sealed containers, for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement project may also be stored here. A walk-off pan filled with water shall be located in the work area just outside the equipment room for persons to clean foot covering when leaving the work area. A drum lined with a labeled, at least six mil plastic bag is required for collection of clothing and shall be located in this room. Contaminated footwear and work clothes shall be stored in this area.

### **3.03 WASTE DECONTAMINATION ENCLOSURE SYSTEM (ICR 56-7.5)**

#### **A. General Requirements**

1. A waste decontamination enclosure system shall consist of the following:
  - a. A washroom/cleanup room shall be constructed with an airlock doorway to the work area and another airlock doorway to the holding area.
  - b. The holding area shall be constructed with an airlock doorway to the washroom/cleanup room and another lockable door to the outside.
2. Where there is only one egress from the work area, the holding area of the waste decontamination enclosure system may branch off from the equipment decontamination room, which doubles as a waste washroom, of the personnel decontamination enclosure.
3. The waste washroom shall be equipped with a drain installed to collect water and deliver it to the shower drain where it shall be filtered through a system with at least 5.0 micron particle size collection capability. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filtration system by large particles. Filtered wastewater shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos waste.
4. The waste washroom shall be constructed in such a way that travel through the rooms shall be through the waste washroom

### **3.04 WORK AREA ENTRY AND EXIT PROCEDURES**



A. The following procedures shall be followed throughout the asbestos abatement project until satisfactory clearance air monitoring results have been achieved:

1. All persons shall enter and exit the work area through the personnel decontamination enclosure system.
2. All persons who enter the work area or an enclosure shall sign the entry/exit log, located in the clean room, upon every entry and exit.
3. All persons, before entering the work area, or an enclosure shall read and be familiar with all posted regulations, personal protection requirements, including work area entry and exit procedures, and emergency procedures. The entry/exit log headings shall indicate, and the signatures shall be used to acknowledge, that these have been reviewed and understood by all persons prior to entry.
4. All persons shall proceed first to the clean room, remove all street clothing, store these items in clean sealable plastic bags or lockers and don coveralls, head covering, foot covering and gloves. All persons shall also don NIOSH approved respiratory protection. Clean respirators and protective clothing shall be utilized, by each person, for each separate entry into the work area. Respirators shall be inspected prior to each use and tested for proper seal using quantitative or qualitative fit checks.
5. Persons wearing designated personal protective equipment shall proceed from the clean room through the shower room to the equipment room, where necessary tools are collected and any additional clothing shall be donned, before entry into the work area.
6. Before leaving the work area, all persons shall remove gross contamination from the outside of respirators and protective clothing by brushing, wet cleaning, and/or HEPA vacuuming.
7. Persons shall proceed to the equipment room where all coveralls, head covering, foot covering and gloves shall be removed. Disposable clothing shall be deposited into labeled containers for disposal. Reusable contaminated clothing, footwear, head gear and gloves shall be stored in the equipment room when not being used in the work area.
8. Still wearing respirators, persons shall proceed to the shower area, clean the outside of the respirator and the exposed face area under running water prior to removal of the respirator, and then fully and vigorously shower and shampoo to remove residual asbestos contamination. Respirators shall be washed thoroughly with soap and water. Some types of respirators will require slight modification of these procedures. An airline respirator with HEPA filtered disconnect protection shall be disconnected in the equipment room and worn into the shower. A powered air-purifying respirator facepiece shall be disconnected from the filter/power pack assembly prior to entering the shower.
9. After showering and drying, all persons shall proceed to the clean room and don clean personal protective equipment if returning to the work area or street clothing if exiting the enclosure.

### **3.05 EQUIPMENT AND WASTE CONTAINER DECONTAMINATION & REMOVAL PROCEDURES**



- A. The following procedures shall be followed throughout the asbestos abatement project until satisfactory clearance air monitoring results have been achieved.
1. External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and/or HEPA vacuuming in the work area before moving such items into the waste decontamination enclosure system airlock by persons assigned to this duty. These work area persons shall not enter the airlock.
  2. These contaminated items shall be removed from the airlock by persons stationed in the washroom during waste removal operations. These washroom persons shall remove gross contamination from the exterior of their respirators and protective clothing by brushing, HEPA vacuuming and/or wet cleaning.
  3. Once in the waste decontamination enclosure system, external surfaces of contaminated containers and equipment shall be cleaned a second time by wet cleaning.
  4. The cleaned containers of asbestos material and equipment are to be dried of any excessive pooled or beaded liquid, placed in uncontaminated plastic bags or sheeting and sealed airtight.
  5. The clean recontainerized items shall be moved into the airlock that leads to the holding area. The washroom persons shall not enter this airlock or the work area until waste removal is finished for that period.
  6. Containers and equipment shall be moved from the airlock and into the holding area by persons dressed in clean personal protective equipment, who have entered from uncontaminated areas.
  7. The cleaned containers of asbestos material and equipment shall be placed in water tight carts with doors or tops that shall be closed and secured. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.
  8. The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.
  9. Where the waste removal enclosure is part of the personnel decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short circuiting and cycling of air outward through the shower and clean room.
  10. Containers labeled with Asbestos hazard warnings shall not be used to dispose of non asbestos waste.

### **3.06 ENGINEERING CONTROLS**

A. Ventilation.

1. The Abatement Contractor shall employ HEPA equipped vacuums or negative air pressure equipment for ventilation as required.



2. All negative air pressure equipment ventilation units shall be equipped with HEPA filtration. The Contractor shall provide a manufacturer's test certificate for each unit documenting the capability of trapping and retaining 99.97 percent of asbestos fibers greater than 0.3 microns equivalent aerodynamic diameter.
3. A power supply shall be available to satisfy the requirements of the total of all ventilating units.
4. On electric power failure, abatement shall stop immediately and shall not resume until power is restored and exhaust units are operating fully. On extended power failure, longer than one hour, the decontamination facilities, after the evacuation of all persons from the work area, shall be sealed airtight.
5. If extending the exhaust of the ventilation units 50 feet from the building would result in an exhaust location either in the road, blocking driveway access to the facility or within 50 feet of other buildings, a second unit will be run in series with the primary unit.

### **3.07 MAINTENANCE OF DECONTAMINATION ENCLOSURE SYSTEMS AND WORK AREA BARRIERS**

#### **A. GENERAL REQUIREMENTS**

1. The Consultant must review and approve installation before commencement of work. Upon completion of the construction of all plastic barriers and decontamination system enclosures and prior to beginning actual abatement activities.
2. All plastic barriers inside the work area, in the personnel decontamination enclosure system, in the waste decontamination enclosure system and at partitions constructed to isolate the work area from occupied areas, shall be inspected by the asbestos supervisor at least twice daily. The barriers shall be inspected before the start of and following the completion of the day's abatement activities. Inspections and observations shall be documented in the project log.
3. Damage and defects in the barriers and/or enclosure systems shall be repaired immediately upon discovery and prior to resumption of abatement activities.
4. At any time during the abatement activities, if visible emissions are observed outside of the work area or if damage occurs to the barriers, work shall be stopped, repairs made and visible residue immediately cleaned up using HEPA vacuuming methods prior to the resumption of abatement activities.
5. The Abatement Contractor shall HEPA vacuum and/or wet clean the waste decontamination enclosure system and the personnel decontamination enclosure system at the end of each day of abatement activities.

### **3.08 HANDLING AND REMOVAL PROCEDURES**

The Abatement Contractor may utilize existing provisions of ICR-56, Applicable Variances or a Site-Specific Variance, approved by the Owner's Consultant, to permit the conduct of this work.



### **3.09 ABATEMENT PROCEDURES**

#### **A. AIR SAMPLING - By Owner**

1. Air sampling and analysis shall be conducted according to the requirements of Subpart 56-4 before the start, during and after the completion of the asbestos removal project.
2. In addition to the requirements of Subpart 56-4, air monitoring shall be conducted in accordance with any approved job specific variance(s) or applicable variance utilized.
3. Clearance samples may be analyzed using PCM to maintain compliance with ICR-56.
4. If applicable, clearance samples will be analyzed using TEM to maintain compliance with ICR-56 and 40 CFR 763.90[i].

B. The provisions of the Applicable Variances or a Job Specific Variance shall apply only in those areas where approval has been granted by the NYS DOL and the Contractor has obtained concurrence from the Owner's Consultant. All other applicable provisions of Industrial Code Rule 56-1 through 56-12 shall be complied.

C. A copy of the NYS DOL Job Specific or Applicable Variance, if applicable, shall be conspicuously posted at the work area(s).

D. The Abatement Contractor shall construct a decontamination unit at the work site. The Abatement Contractor shall, as a minimum, comply with the requirements of 29 CFR 1926.1101(j); Hygiene facilities and practices for employees.

### **3.10 ENCAPSULATION PROCEDURES**

The following procedures shall be followed to seal in non-visible residue, after obtaining satisfactory clearance air monitoring results, while conducting lockdown encapsulation on any surfaces which were the subject of removal or other remediation activities:

- A. Only encapsulants rated as acceptable or marginally acceptable on the basis of Battelle Columbus Laboratory test procedures and rating requirements developed under the 1978 USEPA contract shall be used for lockdown encapsulation.
- B. Sealants considered for use in encapsulation shall first be tested to ensure that the sealant is adequate for its intended use. A section of the work surface shall be evaluated following this initial test application of the sealant to quantitatively determine the sealant's effectiveness in terms of penetrating and locking down the asbestos fibers. The American Society of Testing and Materials (ASTM) Committee E06.21.06E on Encapsulation of Building Materials has developed a guidance document to assist in the selection of an encapsulant.
- C. The encapsulant solvent or vehicle shall not contain a volatile hydrocarbon.
- D. Encapsulants shall be applied using airless spray equipment.



1. Spraying is to occur at the lowest pressure range possible to minimize fiber release from encapsulant impact at the surface. It shall be applied with a consistent horizontal or vertical motion.
- E. Encapsulation shall be utilized as a surface sealant once all asbestos containing materials have been removed in a work area. In no event shall encapsulant be applied to any surface that was the subject of removal or other remediation activities prior to obtaining satisfactory clearance air monitoring.

### **3.11 CLEANUP PROCEDURES**

#### **A. The following cleanup procedures shall be required.**

1. Cleanup of accumulations of loose asbestos material shall be performed whenever enough loose asbestos materials have been removed to fill a single leak tight container of the type commensurate with the material properties. In no case shall cleanup be performed less than once prior to the close of each working day. Asbestos material shall be kept wet until cleaned up.
2. Accumulations of dust shall be cleaned off all surfaces on a daily basis using HEPA vacuum cleaning methods.
3. Decontamination enclosures shall be HEPA vacuumed at the end of each shift.
4. Accumulations of asbestos waste material shall be containerized utilizing HEPA vacuums or rubber or plastic dust pans, squeegees or shovels. Metal shovels shall not be used to pick up or move waste.
5. Excessive water accumulation or flooding in the area shall require work to stop until the water is collected and disposed of properly.

#### **B. The following cleanup procedures shall be required after completion of all removal activities.**

1. All accumulations of asbestos waste material shall be containerized utilizing HEPA vacuums or rubber or plastic dust pan, squeegees or shovels. Metal shovels shall not be used to pick up or move waste. HEPA vacuums shall be used to clean all surfaces after gross cleanup.
2. Cleaning. All surfaces in the work area shall be HEPA vacuumed. To pick up excess liquid and wet debris, a wet purpose shop vacuum may be used and shall be decontaminated prior to removal from the work area.
3. Windows, doors, HVAC system vents and all other openings shall remain sealed. Decontamination enclosure systems shall remain in place and be utilized.
4. All containerized waste shall be removed from the work area and the holding area.
5. All tools and equipment shall be decontaminated and removed from the work area.
6. A final visual inspection and clearance air monitoring, as per the schedule for air sampling and analysis, shall be conducted.



7. The isolation barriers and decontamination unit shall be removed only after satisfactory clearance air monitoring results have been achieved.

### **3.12 SAFETY MONITORING – CONSULTANT:**

The Consultant will designate an Asbestos Safety Technician (AST) to represent the Owner during the removal program. The AST must be on the job site at all times during abatement work. Absolutely no abatement or preparation work will occur without the presence of the AST.

The AST will conduct four (4) milestone inspections.

1. Pre-commencement inspection shall be conducted as follows:
  - a. Notification in writing to the Consultant shall be made by the Abatement Contractor to request a pre-commencement inspection at least 48 hours in advance of the desired date of inspection. This inspection shall be requested prior to beginning preparatory work in another work area.
  - b. The AST shall ensure that:
    - i. The job site is properly prepared and that all containment measures are in place;
    - ii. The designated supervisor shall present to the inspector a valid supervisor's license issued by the New York Department of Labor;
    - iii. All workers shall present to the inspector a valid handler's license issued by the New York Department of Labor;
    - iv. Measures for the disposal of removed asbestos material are in place and shall conform to the adopted standards;
    - v. The Abatement Contractor has a list of emergency telephone numbers at the job site which shall include the monitoring firm employed by the Owner and telephone numbers for fire, police, emergency squad, local hospital and health officer.
  - c. If all is in order, the AST shall issue a written notice to proceed in the field. If the job site is not in order, then any needed corrective action must be taken before any work is to commence. Conditional approvals shall not be granted.

Progress inspection shall be conducted as follows:

- a. Primary responsibility for ensuring that the abatement work progresses in accordance with these technical specifications and regulatory requirements rests with the Abatement Contractor. The AST shall continuously be present to observe the progress of work and perform required tests.



- b. If the AST observes irregularities at any time, he shall direct such corrective action as may be necessary. If the Abatement Contractor fails to take the corrective action required, or if the Abatement Contractor or any of their employees habitually and/or excessively violate the requirements of any regulation, then the AST shall inform the Owner who shall issue a Stop Work Order to the Abatement Contractor and have the work site secured until all violations are abated.

Clean-up inspections shall be conducted as follows:

- a. Notice for clean-up inspection shall be requested by the Abatement Contractor at least 24 hours in advance of the desired date of inspection;
  - b. The clean-up inspection shall be conducted prior to the removal of any isolation or critical barriers and before final air clearance monitoring;
  - c. The AST shall ensure that:
    - i. The work site has been properly cleaned and is free of visible asbestos containing material and debris.
    - ii. All removed asbestos has been properly placed in a locked secure container outside of the work area.
  - d. If all is in order, the AST shall issue a written notice of authorization to remove surface barriers from the work area. All isolation barriers shall remain in place until satisfactory clearance air sampling has been completed.
4. Clearance Visual Inspection shall be conducted after the removal of non-critical plastic sheeting. The AST shall insure that:
- a. The work area is free of all visible asbestos or suspect asbestos debris and residue.
  - b. All waste has been properly bagged and removed from the work area.
  - c. Should clearance visual inspection identify residual debris, as determined by the AST, the Abatement Contractor is responsible for recleaning the area at his own cost and shall bear all costs of reinspection until acceptable levels are achieved.
- B. The Abatement Contractor shall be required to receive written approval before proceeding after each milestone inspection.

### **3.13 PERSONNEL AIR MONITORING – CONTRACTOR (29 CFR 1926.1101)**

- A. Personnel air monitoring shall be provided to determine both short-term (STEL) and full shift during when abatement activities occur. Personnel sampling shall be performed in each work area in order to accurately determine the concentrations of airborne asbestos to which workers may be exposed.



- B. The Abatement Contractor shall have a qualified "Competent Person" (as specified in 29 CFR 1926 OSHA) to conduct personnel air monitoring.
- C. The laboratory performing the air sample analysis shall be certified by NYS DOH ELAP and approved by the consultant.
- D. Personnel air monitoring test results for OSHA Compliance. Results shall be posted at the work site within 24 hours of testing and copies supplied to the Owner within five (5) days of testing. Abnormalities shall be supplied to the Owner immediately.

### **3.14 CLEARANCE AIR MONITORING**

- A. Air samples will be collected in and around the work areas at the completion of abatement activities.
- B. Clearance samples may be analyzed using PCM to maintain compliance with ICR-56.
- C. If applicable, clearance samples will be analyzed using TEM to maintain compliance with ICR-56 and 40 CFR part 763 "Asbestos-Containing Materials in Schools; Final Rule and Notice" section 763.90.
- D. \*\*\*RETESTING\*\*\*  
Should clearance air monitoring yield fiber concentrations above the "Clearance" criteria of either 0.01 fibers per CC and/or background levels (PCM) –OR- seventy (70) structures per square millimeter (TEM/AHERA), the Abatement Contractor is responsible for re-cleaning the area at his own cost and shall bear all costs associated with the retesting of the work area(s) including monitoring labor, sampling, analysis, etc. until such levels are achieved.

### **3.15 RESPIRATORY PROTECTION REQUIREMENT**

- A. Respiratory protection shall be worn by all individuals inside the work area from the initiation of the asbestos project until all areas have successfully passed clearance air monitoring in accordance with these specifications. The Abatement Contractor shall keep available at all times two PAPR's with new filters and charged batteries for use by authorized visitors.
- B. All respiratory protection shall be MSHA/NIOSH approved in accordance with the provisions of 30 CFR Part II. All respiratory protection shall be provided by the Abatement Contractor and used by workers in conjunction with the written respiratory protection program.
- C. The Abatement Contractor shall provide respirators that meet the requirements of 29 CFR Parts 1910 and 1926.
  - 1. Full facepiece Type C supplied-air respirators operated in pressure demand mode equipped with an auxiliary self-contained breathing apparatus, operated in pressure demand or continuous flow, shall be worn during gross removal, demolition, renovation and/or other disturbance of ACM whenever airborne fiber concentrations inside the work area are greater than 10.0 f/cc.



2. Full facepiece Type C supplied-air respirators operated in pressure demand mode with HEPA filter disconnect protection shall be work during gross removal, demolition, renovation and/or other disturbance of ACM with an amphibole content and/or whenever airborne fiber concentrations inside the work area are equal to or greater than 0.5 f/cc and less than or equal to 10.0 f/cc.
  3. Full facepiece powered air-purifying respirators (PAPR) equipped with HEPA filters shall be worn during the removal, encapsulation, enclosure, repair and/or other disturbance of friable ACM if airborne fiber concentrations inside the work area are less than 0.5 f/cc. A supply of charged replacement batteries, HEPA filters and flow test meter shall be available in the clean room for use with powered air-purifying respirators. HEPA filters shall be changed daily or as flow testing indicates change is necessary. Any Type C supplied-air respirator operated in continuous flow, with HEPA filter disconnect protection, may be substituted for a powered air-purifying respirator.
  4. Loose fitting helmets or hoods with powered air-purifying respirators (PAPR) equipped with HEPA filters may be worn during the removal, encapsulation, enclosure, repair and/or other disturbance of friable ACM if airborne fiber concentrations inside the work area are less than 0.25 f/cc. A supply of charged replacement batteries, HEPA filters and flow test meter shall be available in the clean room for use with powered air-purifying respirators. HEPA filters shall be changed daily or as flow testing indicates change is necessary. Any Type C supplied-air respirator operated in continuous flow may be substituted for a powered air- purifying respirator.
  5. Half-mask or full-face air-purifying respirators with HEPA filters shall be worn only during the preparation of the work area and final clean up procedures provided airborne fiber concentrations inside the work area are less than 0.1 f/cc.
  6. Use of single use dust respirators is prohibited for the above respiratory protection.
- D. Workers shall be provided with personally issued and individually marked respirators. Respirators shall not be marked with any equipment that will alter the fit of the respirator in any way. Only waterproof identification markers shall be used.
  - E. The Abatement Contractor shall ensure that the workers are qualitatively or quantitatively fit tested by an Industrial Hygienist initially and every six months thereafter with the type of respirator he/she will be using.
  - F. Whenever the respirator design permits, workers shall perform the positive and negative air pressure fit test each time a respirator is worn. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.
  - G. No facial hair, which interferes with the face-to-mask sealing surface, shall be permitted to be worn when wearing respiratory protection that requires a mask-to-face seal.
  - H. Contact lenses shall not be worn in conjunction with respiratory protection.
  - I. If a worker wears glasses, a spectacle kit to fit their respirator shall be provided by the Abatement Contractor at the Abatement Contractor's expense.



- J. Respiratory protection maintenance and decontamination procedures shall meet the following requirement:
1. Respiratory protection shall be inspected and decontaminated on a daily basis in accordance with OSHA 29 CFR 1910.134(b); and
  2. HEPA filters for negative pressure respirators shall be changed after each shower; and
  3. Respiratory protection shall be the last piece of worker protection equipment to be removed. Workers must wear respirators in the shower when going through decontamination procedures; and
  4. Airline respirators with HEPA filtered disconnect shall be disconnected in the equipment room and worn into the shower. Powered air-purifying respirator facepieces shall be worn into the shower. Filtered/power pack assemblies shall be decontaminated in accordance with manufacturers' recommendations; and
  5. Respirators shall be stored in a dry place and in such a manner that the facepiece and exhalation valves are not distorted; and
  6. Organic solvents shall not be used for washing of respirators.
- K. No visitors shall be allowed to enter the contaminated area if they do not have their medical certification and training certificate. Authorized visitors shall be provided with suitable PAPR respirators and instructions on the proper use of respirators whenever entering the work area.

### **3.16 DISPOSAL OF WASTE**

#### **A. APPLICABLE REGULATIONS**

1. All asbestos waste shall be stored, transported and disposed of as per, but not limited to, the following Regulations:
  - a. NYS Code Rule 56
  - b. U.S. Department of Transportation (DOT)  
Hazardous Substances  
Title 29, Part 171 and 172 of the code of Federal Regulations  
regarding waste collector registration
  - c. Regulations regarding waste collector registration Title 6, part 364 of the New York State Official Compilation of Codes, Rules and Regulations – 6 NYCRR 364
  - d. USEPA NESHAPS 40 CFR 61
  - e. USEPA ASBESTOS WASTE MANAGEMENT GUIDANCE EPA/530-SW-85-007



B. TRANSPORTER OR HAULER - The Abatement Contractor shall bear full responsibility for proper characterization, transportation and disposal of all solid or liquid waste, generated during the project, in a legal manner. The Owner shall approve all transportation and disposal methods.

1. The Abatement Contractor's Transporter (hauler) and disposal site shall be approved by the Owner. The Abatement Contractor shall remove within 48 hours all asbestos waste from the site after completing the clean up.
2. The Transporter must possess and present to the Owner's representative a valid New York State Department of Environmental Conservation Part 364 asbestos hauler's permit to verify license plate and permit numbers. The Owner's representative will verify the authenticity of the hauler's permit with the proper authority.
3. The Abatement Contractor shall give 24 hour notification prior to removing any waste from the site. All waste shall be removed from site only during normal working hours. No waste may be taken from the site without authorization from the Owner's representative.
4. The Abatement Contractor shall have the Transporter give the date and time of arrival at the disposal site.
5. The Transporter with the Abatement Contractor and Owner's consultant shall inspect all material in the transport container prior to taking possession of and signing the Waste Manifest. The Transporter shall not have any off-site transfers or be combined with any other off-site asbestos material.
6. The Transporter must travel directly to the disposal site with no unauthorized stops.

C. WASTE STORAGE CONTAINER

1. During loading and on-site storage, the asbestos waste container shall be labeled with EPA Danger signage:

**DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD**

2. The NYS DEC Hauler's Permit number shall be on both sides and back of the container.
3. The Container will not be permitted to leave the site without the proper signage.
4. A copy of the completed waste manifest shall be forwarded directly to the Owner's Consultant by the disposal facility.



5. Packaging of Non-friable Asbestos. Use of an open top container shall require written request, by the Contractor, and written approval by the Owners Representative, and be performed in compliance with all applicable regulations.
  - a) A chute, if used, shall be air/dust tight along its lateral perimeter and at the terminal connection to the dumpster at ground level (solid wall and top container). The upper end of the chute shall be furnished with a hinged lid, to be closed when the chute is not being used.
  - b) The container shall be lined with a minimum of two (2) layers of 6 mil. Fire-retardant polyethylene draped loosely over the sides so as to facilitate being wrapped over the top of the load and sealed prior to transport from the site.
  - c) Prior to transport from the work site the Dumpster will be disconnected from the chute and sealed air/dust tight utilizing six mil plastic and tape. The waste material will be transported as an asbestos containing material by appropriate legal methods.
6. Packaging Friable Asbestos.
  - a) The container shall be a solid wall, hard top and lockable container.
  - b) The container shall be locked upon arrival at the site to restrict access. Security shall be provided at the entrance to the container during the loading process and immediately locked upon completion.
  - c) The interior walls, floor and ceiling shall be lined with two (2) layers of 6 mil. Fire-retardant polyethylene.
  - d) The waste shall be loaded in such a manner as to protect the integrity of the individual waste packages.
  - e) Prior to transport from the work site the interior of the Dumpster will sealed air/dust tight utilizing six mil plastic and tape. The waste material will be transported as an asbestos containing material by appropriate legal methods.

#### D. WASTE DISPOSAL MANIFEST

1. The Asbestos Waste Manifest shall be equivalent to the "Waste Shipment Record" included in 40 CFR 61. A copy of the Contractor's manifest shall be reviewed by the Owner's Consultant and shall be the only manifest used.
2. The Manifest shall be verified by the Owner's Consultant indicating that all the information and amounts are accurate and the proper signatures are in place.
3. The Manifest shall have the signatures of the Abatement Contractor and the Transporter prior to any waste being removed from the site.



4. The Manifest shall be signed by the Disposal Facility owner or operator to certify receipt of asbestos containing materials covered by the manifest.
5. A copy of the completed manifest shall be provided by the Abatement Contractor to the Owner's Consultant and remain on site for inspection.
6. Abatement Contractor shall maintain a waste disposal log which indicates load number, date and time left site, container size, type of waste, quantity of waste, name of hauler, NYS DES permit number, trailer and tractor license number, and date manifest was returned to Consultant.
7. The Disposal Facility owner or operator shall return a signed copy of the Waste Manifest directly to:

**Town of New Windsor  
555 Union Avenue  
New Windsor, NY 12553  
ATTN: Michael Weeks – Town Engineer**

8. Copies of the completed Waste Manifest are to be sent by the disposal facility to the Hauler and Abatement Contractor.
9. Submit signed dump tickets and manifests with final payment request.
10. Final payment request will not be honored without signed dump ticket or manifests accounting for all asbestos waste removed from the site.

**E. VIOLATIONS OF SPECIFICATIONS**

1. Violations of the safety, hygiene, environmental, procedures herein, any applicable federal, state or local requirements or failure to cooperate with the Owner's representative shall be grounds for dismissal and/or termination of this contract.



### **3.17 LOCATION OF “ABATEMENT WORK”**

*(Please see attached Drawings for approximate locations)*

#### **1) CAESARS LANE WWTP DEWATERING BUILDING (INTERIOR ABATEMENT)**

- Abatement Contractor responsible for total and complete removal and disposal of approximately 1 SF of friable asbestos-containing flange gasket from the side of the incinerator, as detailed on associated abatement drawing(s). Abatement Contractor responsible for all demolition required to access material(s), as well as for providing all equipment necessary to access material(s). See below for breakdown:
  - Lower Level, Incinerator Flange Gasket (1 SF)

#### **2) CAESARS LANE WWTP DEWATERING BUILDING (EXTERIOR ABATEMENT)**

- Abatement Contractor responsible for total and complete removal and disposal of approximately 20 SF of non-friable asbestos-containing flashing tar from one roof top equipment curb, as detailed on associated abatement drawings. Abatement Contractor responsible for all demolition required to access material(s), as well as for providing all equipment necessary to access material(s). Temporary security and environmental protection throughout remaining openings shall be provided by the abatement contractor and/or roofing contractor.
  - Main Roof, Equipment Flashing (20 SF)

**END OF LOCATION OF WORK**



### **3.18 GENERAL**

- A. The Abatement Contractor will be responsible for repairing all building components damaged during abatement including, but not limited to: ceiling tiles, ceiling finishes, wall finishes, floor finishes, etc.
- B. The Abatement Contractor shall be responsible for all demolition required to access materials identified in scope of work and on associated drawings.
- C. Concealed conditions that are exposed and may require additional work shall be brought to the attention of the Owner immediately. The Abatement Contractor shall not abate these areas without a written notice to proceed. Additional asbestos abatement performed prior to the order to proceed will not be acknowledged.
- D. The Abatement Contractor shall remove asbestos-containing floor covering to the building substrate beneath; in areas indicted. Subsequent to final air clearance the substrate shall be washed with a neutralizing agent to prepare the substrate to accept new floor covering and eliminate residual odors.
- E. Power tools used to drill, cut into or otherwise disturb asbestos containing material shall be equipped with HEPA filtered local exhaust ventilation.
- F. The Abatement Contractor shall provide access to GFCI electrical power, required to perform the area air monitoring for this project, within and immediately adjacent to each work area.
- G. Unwrapped or unbagged ACM shall be immediately placed in an impermeable waste bag or wrapped in plastic sheeting.
- H. Coordinate all removal operations with the Owner.



**Asbestos Employee Medical Examination Statement**  
**Certificate of Worker Release**  
**Asbestos Employee Training Statement**  
**CERTIFICATE OF WORKERS'S ACKNOWLEDGEMENT**

PROJECT NAME: **Town of New Windsor: Caesars Lane WWTP Expansion Project: Phase 1**

CONTRACTOR'S NAME: \_\_\_\_\_

WORKING WITH ASBESTOS INVOLVES POTENTIAL EXPOSURE TO AIRBORNE ASBESTOS FIBERS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER AND RESPIRATORY DISEASES. SMOKING CIGARETTES AND INHALATION OF ASBESTOS FIBERS INCREASES THE RISK THAT YOU WILL DEVELOP LUNG CANCER ABOVE THAT OF THE NON-SMOKING PUBLIC.

The Contract for this project requires your employer to 1) supply proper respiratory protection devices and training on their use 2) provide training on safe work practices and on use of the equipment used on the project 3) provide a medical examination meeting the requirements of 29 CFR 1926.1101. Your signature on this certificate, documents that your employer has fulfilled these contractual obligations and you understand the information presented to you.

**\*\*\*\*\*DO NOT SIGN THIS FORM UNLESS YOU FULLY UNDERSTAND THIS INFORMATION\*\*\*\*\***

RESPIRATORY PROTECTION: I have been trained in the proper use and limitations of the type of respiratory protection devices to be used on this project. I have reviewed the written respiratory protection program manual and a copy is available for my use. Respiratory protection equipment has been provided, by the Contractor, at no cost to me.

TRAINING COURSE: I have been trained in the risks and dangers associated with handling asbestos, breathing asbestos dust, proper work procedures, personal protection and engineering controls. I have satisfactorily completed and Asbestos Safety Training Program for New York State and have been issued a New York State Department of Health Certificate of Asbestos Safety Training.

MEDICAL EXAMINATION: I have satisfactorily completed a medical examination within the last 12 months that meets the OSHA requirement for an asbestos worker and included at least 1) medical history 2) pulmonary function 3) medical examination 4) approval to wear respiratory protection devices and may have included an evaluation of a chest x-ray.

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

Printed Name: \_\_\_\_\_ SS#: \_\_\_\_\_

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



Town of New Windsor: Caesars Lane WWTP Expansion Project: Phase 1

ESTIMATE OF ACM QUANTITIES

\*\*\*\*\*  
\*\*\*\*\*

EACH ABATEMENT CONTRACTOR SHALL READ AND ACKNOWLEDGE THE FOLLOWING NOTICE. A SIGNED AND DATED COPY OF THIS ACKNOWLEDGMENT SHALL BE SUBMITTED WITH THE ABATEMENT CONTRACTOR'S BID FOR THIS PROJECT. FAILURE TO DO SO MAY, AT THE SOLE DISCRETION OF THE OWNER, RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE AND RESULT IN DISQUALIFICATION OF THE ABATEMENT CONTRACTOR'S BID ON THIS PROJECT.

\*\*\*\*\*  
\*\*\*\*\*

\*\*\* NOTICE \*\*\*

*The linear and square footages listed within this specification are approximates. Abatement Contractor is required to visit the work locations prior to bid submittal in order to take actual field measurements within each listed location. The Abatement Contractor shall base their bid on actual quantities determined, by them, at the site walkthrough. Estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project.*

\*\*\*\*\*  
\*\*\*\*\*

**Acknowledgment:** I have read and understand the above NOTICE regarding removal quantity estimates and understand that estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project. The Abatement Contractor's signatory represents to the Owner that he/she has the authority of the entity he/she represents to sign this agreement on its behalf.

Company Name: \_\_\_\_\_  
Type or Print

BY: \_\_\_\_\_  
Signature Title Date

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



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**END OF SECTION**



**SECTION 028300  
LEAD SAFE WORK PRACTICES**

**PART I – GENERAL**

**1.1 DESCRIPTION/SCOPE OF WORK**

- A. The work covered by these specifications shall consist of furnishing all labor, materials, tools, and equipment necessary to control and mitigate potential lead-based paint (LBP) hazards during demolition/renovation activities pertaining to the ***Town of New Windsor Caesars Lane WWTP Expansion Project: Phase 1.***

The following is a detailed listing of identified Lead-based Paint(s) and/or Lead-containing Material(s), above the EPA action level of 1.0 mg/sq. cm.:

<b><u>TABLE I: IDENTIFIED LEAD-BASED PAINT</u></b> <b>TOWN OF NEW WINDSOR</b> <b>CAESARS LANE WWTP</b> <b>EXPANSION PROJECT: PHASE 1</b>				
<b>Location</b>	<b>LBP Component</b>	<b>Substrate</b>	<b>Color</b>	<b>LBP Condition</b>
<b>Dewatering Building</b>				
Maintenance Room	Sink	Porcelain	White	Intact
Treatment Area	Piping	Metal	Gray	Intact
It should be noted that several components tested did in fact contain minimal lead-levels below the EPA threshold level of 1.0 mg/sq. cm for classification as Lead-Based Paint (LBP) and are considered lead-containing coatings by the OSHA Regulation, "Lead Exposure in Construction" (29 CFR 1926.62). OSHA does not recognize a minimum limit for lead concentrations in paint for the purposes of disturbance. Monitoring of workers performing demolition/cleaning/disturbance of painted surfaces shall be completed to document personnel occupational exposure. Items containing any amount of lead concentration are considered lead-containing coatings per 29 CFR 1926.62, OSHA Lead Exposure in Construction.				

The work of this Contractor shall include the following, and shall be as required by specific work-related tasks and disturbance(s) of above-referenced Lead-based Paint(s) and/or Lead-containing Material(s), above the EPA action level of 1.0 mg/sq. cm:

- 1) Personnel air monitoring and analysis.
  - 2) Waste characterization and classification.
  - 3) Transportation/disposal off-site of LBP wastes/debris and lead-contaminated waste/debris generated from LBP disturbance(s).
- B. Manual demolition, scraping and manual sanding of lead-based paint surfaces and power tool cleaning with dust collection systems shall be performed in conjunction with engineering and work practice controls meeting the requirements of 29 CFR 1926.62(e)(1).



- C. Components with lead-based paint shall be removed intact to the extent practicable. A 6-mil polyethylene drop cloth shall be placed on either side of the component, prior to its removal, to catch any paint chips that may become dislodged. The component shall be wrapped in a layer of 6-mil polyethylene for movement to the disposal container. Follow proper disposal requirements. The area around the component removal shall be wet wiped and HEPA vacuumed, including the tent enclosure. The polyethylene sheeting shall be carefully folded in on itself and placed in a 6-mil disposal bag. Containment debris shall be properly disposed of as lead-based waste.
- D. Chemical stripping should be used for LBP removal on surfaces that will be subjected to welding, cutting or torch burning. No chemical strippers containing methylene chloride shall be used by the Contractor on this project. Abrasive blasting, heat stripping, uncontained hydroblasting, welding, cutting or torch burning shall not be performed on surfaces where LBP is present. Abrasive blasting, heat stripping, uncontained hydroblasting, welding, cutting or torch burning shall only be performed on bare metal substrate.
- E. The Contractor's use of a subcontractor shall not relieve the Contractor of full responsibility for the work to be performed.
- F. If available, the Contractor may submit exposure assessment data obtained within the last twelve (12) months from previous jobs conducted under similar conditions, control methods, work practices and environmental conditions to be used in this contract. Other objective data may be used to demonstrate that work activities in this contract will not result in occupational exposures to airborne lead that exceeds the PEL. The assessment shall include comparable lead concentrations in coating materials, work practices, engineering controls and rates of work.
- G. Until the exposure assessment is performed, the Contractor must provide to his workers the following: Respiratory protection with a minimum protection factor of 10, personal protective clothing, lead-free change areas, hand washing/shower facilities, biological monitoring and training per 29 CFR 1926.62.

This Specification shall be used as a Guideline for the use of Contractors who complete the demolition/renovation activities pertaining to the ***Town of New Windsor Caesars Lane WWTP Expansion Project: Phase 1*** as detailed within Section #1.2 of this specification. The intent of this Specification is to remain in conformance with 29 CFR 1926.62 and to maintain an airborne concentration of lead-dust below the action level. This Specification is written in order to outline the worst-case scenario in regard to lead safe work practices. However, the work procedures section is written in a manner, which outlines the requirements that should be necessary, at a minimum, to maintain an airborne concentration of lead dust below the action level.

- H. The Contractor shall ensure that any HVAC equipment intakes within and around the work areas are protected by shutting down the units and/or installing HEPA filters over the intake. The Contractor shall coordinate rebalancing of the HVAC equipment prior to installing the HEPA filters. The Contractor shall alter the size and extent of the isolation barriers as necessary due to weather conditions, functional space use and density of building occupants in the vicinity, as required.

## **1.2 REGULATIONS & REFERENCE STANDARDS**

- A. General Requirements



All work of this section shall be conducted in strict accordance with all applicable Federal, State and Local regulations.

Matters of interpretations of the standards and regulations shall be submitted to the appropriate agency for resolution before starting work. Where these requirements vary the most stringent shall apply.

B. Specific Requirements

1. American National Standards Institute (ANSI)
  - a. ANSI Z9.2-79 – Fundamentals Governing the Design and Operation of Local Exhaust Systems.
  - b. Z88.2-80 – Practice for Respiratory Protection.
2. Title X - U.S. Department of Housing and Urban Development “Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.”
3. Code of Federal Regulations (CFR)
  - a. 29 CFR Part 1910.120 – Hazardous Waste Operations and Emergency Response.
  - b. 29 CFR Part 1910.134 – Respiratory Protection.
  - c. 29 CFR Part 1910.146 – Confined Space Entry Program.
  - d. 29 CFR Part 1910.1025 – Lead.
  - e. 29 CFR Part 1910.1200 – Hazard Communication.
  - f. 29 CFR Part 1926.55 – Gases, Vapors, Fumes, Dusts and Mists.
  - g. 29 CFR Part 1926.57 – Ventilation.
  - h. 29 CFR Part 1926.62 – Lead (Construction Industry Standard).
  - i. 40 CFR Part 260 – Hazardous Waste Management Systems: General.
  - j. 40 CFR Part 261 – Identification and Listing of Hazardous Waste.
  - k. 40 CFR Part 262 – Generators of Hazardous Wastes.
  - l. 40 CFR Part 263 – Transporters of Hazardous Waste.
  - m. 40 CFR Part 264 – Owners and Operators of Hazardous Waste Treatment, Storage & Disposal Facilities.
  - n. 40 CFR Part 265 – Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage & Disposal Facilities.
  - o. 40 CFR Part 268 – Land Disposal Restrictions.
  - p. 40 CFR Part 745 – Lead; Requirements for Lead-Based Paint Activities in Child Occupied Facilities



- q. 40 CFR Part 745.90 – EPA’s Renovation, Repair & Painting Rule.
- r. 49 CFR Parts 170-178 – Department of Transportation Regulations.
- 4. New York Codes of Rules and Regulations (NYCRR)
  - a. 6 NYCRR Part 360 – Solid Waste Regulations.
  - b. 6 NYCRR Part 364 – Waste Transporter Permits.
  - c. 6 NYCRR Part 370-373 – Hazardous Waste Regulations.
  - d. 8 NYCRR Part 155 – Uniform Safety Standards for School Construction & Maintenance Projects.
- 5. Steel Structures Painting Council (SSPC)
  - a. SSPC-Guide 6 – Guide for Containing Debris Generated During Paint Removal Operations.  
  
SSPC-Guide 7 – Guide for the Disposal of Lead-Contaminated Surface Preparation Debris.  
  
Preparation Debris.
- 6. Underwriters Laboratories. Inc. (UL)
  - a. UL 586 – High Efficiency, Particulate Air Filter Units.

### 1.3 DEFINITIONS

- A. Abatement  
For the purposes of this Specification, the term abatement shall refer to any procedure that impacts lead-based paint on any surface. Procedures can include: paint removal; whole removal of the surface (i.e. window replacement); demolition of painted surfaces; and clean-up of paint debris.
- B. Action Level  
Employee exposure without regard to use of respirators, to an airborne concentration of lead of thirty (30) micrograms per cubic meter of air averaged over an 8-hour period. As used in this section, micrograms per cubic meter of air” refers to the action level. (Note: For longer exposure period lower action level is triggered).
- C. Area Monitoring  
Sampling of lead concentrations within the lead control area (work area) and inside the physical boundaries which is representative of the airborne lead concentrations that may reach the breathing zone of personnel potentially exposed to lead.
- D. Physical Boundary  
Area physically roped or partitioned off around a work area to limit unauthorized entry of personnel. As used in this section, “inside boundary” shall mean the same as “outside lead control area.”



- E. **Change Rooms and Shower Facilities**  
Rooms within the designated physical boundary around the work area equipped with separate storage facilities for clean protective work clothing and equipment and for street clothes which prevent cross-contamination.
- F. **Decontamination Room**  
Room for removal of contaminated personal protective equipment (PPE).
- G. **Eight-Hour Time Weighted Average (TWA)**  
Airborne concentration of lead averaged over an 8-hour workday to which an employee is exposed.
- H. **High Efficiency Particulate Air (HEPA) Filter Equipment**  
HEPA filtered vacuuming equipment with a UL 586 filter system capable of collecting and retaining lead-contaminated paint dust. A high efficiency particulate filter means 99.97 percent efficient against 0.3 micron size particles.
- I. **Lead Control Area**  
A work area within which engineering controls are implemented to prevent the spread of lead dust, paint chips or debris from lead-containing paint removal operations. The lead control area is isolated by physical boundaries to prevent entry of unauthorized personnel.
- J. **Lead Permissible Exposure Limit (PEL)**  
Fifty (50) micrograms per cubic meter of air as an 8-hour time weighted average as determined by 29 CFR Part 1926.62. If an employee is exposed for more than 8 hours in a work day, the PEL shall be determined by the following formula:  
  
$$\text{PEL (micrograms/cubic meter of air)} = 400/\text{No. hrs worked per day}$$
- K. **Personal Monitoring**  
Sampling of lead concentrations within the breathing zone of an employee to determine the 8-hour time weighted average concentration in accordance with 29 CFR Part 1926.62. Samples shall be representative of the employees work tasks. Breathing zone shall be considered an area within a hemisphere, forward of the shoulders with a radius of 6 to 9 inches and the center at the nose or mouth.
- L. **Wipe Sampling**  
Clearance testing procedures, which determine the amount of existing lead-based paint surface dust by atomic absorption spectroscopy analysis, or inductively coupled plasma emission spectrometry expressed in micrograms of lead.

#### **1.4 QUALITY ASSURANCE**

- A. **Qualifications**
  - 1. **Contractor:** Certification that the Contractor has prior experience on LBP activity projects similar in nature and extent to ensure the capability to perform the required work procedures in a satisfactory manner.
  - 2. **Competent Person:** Certification that the Contractor's full-time onsite Competent Person meets the competent person requirements of 29 CFR Part 1926.62 and is experienced in administration and supervision of LBP activity projects, including work practices, protective measures for building and personnel, disposal procedures, etc. This person shall have completed a Contractor Supervisor LBP abatement course by an EPA Training Center



or an equivalent certification course, and have had a minimum of 2 years on-the-job experience.

3. Testing Laboratory: The name, address, and telephone number of the independent testing laboratory selected to perform sampling and analysis for personal and area air samples and wipe samples, and TCLP analysis of LBP wastes and debris. Documentation that the laboratory performing the analysis is an EPA National Lead Laboratory Accreditation Program (NLLAP) accredited laboratory and that it is listed proficient in the NIOSH/EPA Environmental Lead Proficiency Analytical Testing Program (ELPAT), and a New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) certified laboratory. Certification shall include accreditation for heavy metal analysis, list of experience relevant to analysis of lead in air, and a Quality Assurance and Quality Control Program. Currently, the American Association for Laboratory Accreditation (ASLA) and the American Industrial Hygiene Association (AIHA) are the EPA recognized laboratory accreditors. Documentation shall include the date of accreditation or reaccreditation.
4. Blood Lead Testing Laboratory: The name, address and telephone number of the blood lead testing laboratory; the laboratory's listing by OSHA and the U.S. Public Health Service Center for Disease Control (CDC); and documentation that the laboratory certified in the state where the work site is located.

B. Respiratory Protection Devices

Manufacturer's certification of NIOSH for respiratory protection devices utilized on the site.

C. Cartridges, Filters, and Vacuum Systems

Manufacturer's certification of NIOSH approval of respirator cartridges (organic vapor, acid gas, mist, dust, high efficiency particulate); High Efficiency Particulate Air (HEPA) filtration capabilities for all cartridges, filters, and HEPA vacuum systems.

D. Medical Examination and Records

Certification that employees who are involved in LBP abatement work have received medical examinations and will receive continued medical surveillance, including biological monitoring, as required by 29 CFR Part 1926.62, 29 CFR Part 910.1200, 29 CFR Part 1910.120 and by the state and local regulations pertaining to such work. Records shall be retained, at Contractor expense, in accordance with 29 CFR Part 1910.20.

1. Provide medical surveillance to workers until exposure monitoring reveals that workers are not exposed on any day of the job to airborne lead at or above the Action Level of 30 ug/dL of blood. This consists of a blood test measuring the level of lead and zinc protoporphyrin by a licensed physician. Further testing and medical exams may be necessary depending on the results of initial blood tests and/or the initial exposure assessment.

E. Training

Training certification shall be provided prior to the start of work involving LBP abatement, for all of the Contractors' workers, supervisors and Competent Person. Training shall meet the requirements of 29 CFR Part 1926.62, 29 CFR Part 1926.59, 29 CFR Part 1910.1200, 29 CFR Part 1910.120 and 49 CFR 172, and that required by EPA or the state LBP course for the work to be performed. Training shall be provided prior to the time of job assignment and, at least, annually. The project specific training shall, at a minimum, include the following.

1. Specific nature of the operation, which could result in exposure to lead.
2. Purpose, proper selection, fitting, use and limitations of respirators.



Purpose and description of the medical surveillance program and the medical removal protection program, including information concerning the adverse health effects associated with excessive exposure to lead (with particular attention to the adverse reproductive effects on both males and females and hazards to the fetus and additional precautions for employees who are pregnant.)

3. Relevant engineering controls and good work practices.
4. The contents of any compliance plan in effect.
5. Instructions to employees that chelating agents should not routinely be used to remove lead from their bodies and should not be used at all except under the direction of a licensed physician.
6. The employee's right of access to records under 29 CFR part 1910.20.

F. Respiratory Protection Program

1. Furnish each employee required to wear a negative pressure respirator or other appropriate type with a respirator fit test at the time of initial fitting and at least every 12 months thereafter as required by 29 CFR Part 1910.134 and 29 CFR Part 1926.62.
2. Establish and implement a respiratory protection program as required by ANSI Z88.2, 29 CFR Part 1910.134 and 29 CFR Part 1926.62.
3. All workers are required to don an appropriate level of protection commensurate with the airborne concentrations of lead in which they are working. The level of protection will be determined by the Contractor, based on objective air monitoring data.

G. Licenses and Permits

Copies of licenses and permits as required by applicable Federal, state and local regulations shall be obtained before the start of the LBP project.

## 1.5 SUBMITTALS

- A. The submittals shall be submitted in accordance with Specification Section 01300, Submittals.
- B. **Certifications**  
Prior to the start of work, submit required certifications, plans, programs, permits and licenses identified in Paragraph 1.5 of this specification section.
- C. **Equipment List**  
Prior to the start of work submit list of equipment items to be used in the work, including brand names, model, capacity, performance characteristics, quantities and other pertinent information.
- D. **Lead-Based Paint (LBP) Management Plan**  
The contractor shall prepare a detailed LBP Management Plan that identifies the work procedures, health and safety measures to be used in LBP work procedures; and that addresses spill prevention, containment and emergency response procedures. The plan shall address the methods to be undertaken to abate the lead to include the following key elements:



1. LBP containment methods to control employee exposure to lead at or below the permissible exposure limit and to ensure that airborne lead concentrations of 30 micrograms per cubic meter of air are not exceeded outside of the lead control area.
  2. Training requirements as required by Federal, state and local regulations.
  3. Unique problems associated with the LBP project.
  4. Sketch of location, size and details of LBP control areas, decontamination rooms/areas, change rooms and shower facilities.
  5. Eating, drinking, smoking, and rest room procedures.
  6. Sequencing of LBP related work.
  7. Personnel protective equipment and respiratory protection program, including controls.
  8. Engineering controls, containment structures and safety measures.
  9. Worker exposure assessment procedures.
  10. Work Practice controls.
  11. Housekeeping.
  12. Hygiene facilities and practice.
  13. Medical surveillance, including medical removal procedures.
  14. Sampling, testing and analytical methods to include personnel air sampling requirements of 29 CFR Part 1926.62, wipe sampling of the surface where the LBP was removed and, when required, toxicity characteristic leaching procedure (TCLP) testing of the waste material in accordance with 40 CFR 261 and 6 NYCRR Part 371, and area air sampling required by the specifications. Procedures must include frequency, locations, sampling and analytical methods to be used.
- E. Compliance Program  
Contractor's Compliance Program prepared in accordance with 29 CFR Part 1926.62 (e) (2).
- F. Waste Transporter and Disposal Facility Permits, and Disposal Documents.
1. Name, address and telephone number of 6 NYCRR Part 364 transporter who will be transporting the LBP wastes and debris and a copy of the transporter's 6 NYCRR Part 364 permit.
  2. Name, address and telephone number of disposal facility accepting the LBP wastes and debris and a copy of the permit from the disposal facility documenting the facility is permitted to accept the wastes being delivered.
  3. Copy of completed waste characterization (waste profile) forms for obtaining approval to dispose of the LBP wastes and liquid wastes at the disposal facility.
  4. Copy of the approved waste characterization (waste profile) forms from the disposal facility indicating they are permitted to accept the wastes and will accept the wastes being delivered.



5. Example of completed transportation and disposal documents (i.e., bill of lading or hazardous waste manifest and land disposal restriction notification forms, as applicable) prior to shipment of wastes.
  6. Copy of the completed and signed transportation and disposal documents at time of shipment for the disposal of LBP wastes and debris, liquid wastes and any other wastes generated, and copy signed by the disposal facility.
  7. Copy of certificate of destruction for incinerated wastes, certificate of treatment and/or certificate of disposal, as applicable and associated tracking documents from the final disposal facility for disposal of the LBP wastes and debris.
- G. Health and Safety Plan And Confined Space Entry Program  
Contractor's written site specific Health and Safety Plan prepared in accordance with 29 CFR Part 1910.120 and Contractor's confined space entry program prepared in accordance with 29 CFR Part 1910.146. These documents are requested for information only and as documentation that they exist.
- H. Sampling and Laboratory Analysis Reports  
Submit field sampling logs for all personal and area air samples, wipe samples and waste samples taken, and submit copy of laboratory analysis reports and chain of custody records for all sample analysis.
- I. Competent person certification per Section 3.5.B.

## **1.6 POSTED WARNINGS & NOTICES**

The following regulations, warnings and notices shall be posted at the work site in accordance with 29 CFR Part 1926.62.

- A. Regulations  
A copy of applicable Federal, state, and local regulations shall be maintained at the work site.
- B. Warning Signs  
Warning signs shall be provided at approaches to LBP control areas. Signs shall be located at a distance from the LBP control areas that will allow personnel to read the sign and take the necessary protective actions required before entering the LBP control area. The signs shall comply with the requirements of 29 CFR Part 1926.62.
- C. Worker Information  
Right-to-know notices shall be placed in clearly visible areas of the work site in compliance with Federal, State and Local regulations.
- D. Air Monitoring Results  
Daily air monitoring results shall be prepared in order to be easily understood by the workers and shall be placed in a clearly visible area of the work site.
- E. Emergency Telephone Numbers  
A list of telephone numbers shall be posted at the site. The list shall include numbers of the local hospital, emergency squad, police and fire departments, Government and Contractor representatives who can be reached 24 hours per day and professional consultants directly involved in the project.



## 1.7 EQUIPMENT & MATERIALS

Sufficient quantities of health and safety materials required by 29 CFR Part 1926.62, and other materials and equipment needed to complete the project, shall be available and kept on the site.

### A. Respirators

Air-purifying respirators shall be approved by NIOSH for use with dust, fumes and mists having permissible exposure limits less than 0.05 milligrams per cubic meter (i.e., have high-efficiency particulate air (HEPA) filters) and for other hazardous airborne contaminants that may be encountered, as determined by the Competent Person. The Contractor shall furnish, at no cost to personnel/employee, respirators to provide protection from airborne concentrations of lead. Respirators shall comply with the requirements of 29 CFR Part 1926.62 and shall be used in accordance with 29 CFR Part 1926.62, 29 CFR Part 1926.103 and 29 CFR Part 1910.134.

### B. Respirator Cartridges

A sufficient supply of respirator cartridges shall be maintained at the work site to provide new cartridges to employees and authorized visitors, throughout the duration of the project. Cartridges shall be replaced according to the manufacturer's recommendations, when breathing becomes difficult, or if the cartridge becomes wet.

### C. Protective Clothing

1. The Contractor shall furnish, at no cost to personnel/employee, equipment/ clothing for protection from airborne and waterborne LBP debris. An adequate supply of these items shall be available for worker and authorized visitor use. Workers and visitors shall not take protective clothing and equipment off the work site at any time. Protective clothing includes:

- a. Coveralls (Whole Body Protective Coverings): Full-body coveralls and head covers shall be worn by workers in the work area as necessary. Sleeves shall be secured at the wrist and pants legs at the ankle with tape. Permeable clothing shall be provided in heat-stress conditions. Where non-disposable coveralls are provided, these coveralls shall be cleaned after each wearing. Cleaning of coveralls and other non-disposable clothing shall be in accordance with the provisions for cleaning in 29 CFR Part 1926.62.
- b. Boots: Work boots with nonskid soles or impermeable work boot covers shall be worn by workers. Where required by OSHA, safety boots (steel toe or steel toe and shank) shall be worn. Paint the uppers of boots red with waterproof enamel. Do not allow boots to be removed from the work area for any reason after being contaminated with LBP debris. Dispose of boots as LBP contaminated waste at the end of the work.
- c. Gloves: Inner gloves, appropriate for items and hazards encountered and disposable outer work gloves shall be provided to each worker and shall be worn while the worker is in the work area. Glove material shall be appropriate for the specific chemical exposure. Gloves shall not be removed from the work area and shall be disposed of as LBP contaminated waste at the end of the work.
- d. Hard Hats: Head protection (hard hats) shall be provided as required by OSHA for workers and authorized visitors. Protective plastic-strap suspension hats shall be used. Hard hats shall be worn at all times that work is in progress. Hats shall remain in the work area until the project is completed. Hats shall be thoroughly



cleaned, decontaminated and bagged before being removed from the work area at the end of the project.

- e. Eye Protection: Fog-proof goggles for personnel engaged in LBP operations shall be worn when the use of a full-face piece respirator is not required.

D. Negative Air Pressure System

When a LBP control area requires the use of an airtight containment barrier, a negative air pressure system shall be used and pressure differential recordings taken. LBP shall not be removed from the LBP control area until the proper engineer controls and HEPA filtration systems are in place.

1. HEPA Filter Requirements

The negative air pressure system shall be equipped with approved HEPA filters per UL 586. Negative air pressure equipment shall be equipped with new HEPA filters, and shall be sufficient to maintain a minimum pressure differential of minus 5 Pa (0.02 inch) of water column relative to adjacent, unsealed areas. Negative air pressure system minimum requirements are listed below.

- a. The unit shall be capable of delivering its rated volume of air with a clean first stage filter, an intermediate filter and a primary HEPA filter in place.
- b. The HEPA filter shall be certified as being capable of removing particles as small as 0.3 micrometers at a minimum efficiency of 99.97 percent.
- c. The unit shall be capable of continuing to deliver no less than 70 percent of rated capacity when the HEPA filter is 70 percent full or measures 620 Pa (2.5 inches of water) static pressure differential on a magnehelic gauge.
- d. The unit shall be equipped with a manometer-type negative pressure differential monitor with minor scale division of 0.02 inch of water and accuracy within plus or minus 1.0 percent. The manometer shall be calibrated daily as recommended by the manufacturer. Record manually manometer readings of the pressure differential between the LBP control area and adjacent unsealed areas at the beginning of each workday and every 2 working hours thereafter.
- e. The unit shall be equipped with a means for the operator to easily interpret the readings in terms of the volumetric flow rate of air per minute moving through the machine at any given moment.
- f. The unit shall be equipped with an electronic mechanism that automatically shuts the machine off in the event of a filter breach or absence of a filter.
- g. The unit shall be equipped with an audible horn that sounds an alarm when the machine has shut itself off.
- h. The unit shall be equipped with an automatic safety mechanism that prevents a worker from improperly inserting the main HEPA filter.
- i. The unit shall be ducted through the containment barrier wall to the outside of the work area. The unit shall not be exhausted into any work area.

2. Number of Units Required

The air within the containment barrier shall be changed at least once every 15 minutes by a continuously operating negative air pressure system, until the LBP control area



barrier is removed. Filters shall be replaced as necessary to maintain the efficiency of the system. A back-up unit shall be maintained onsite.

3. **Auxiliary Generator**  
An auxiliary generator shall be provided with a capacity adequate to power a minimum of 50 percent of the negative air machines at any time during the work. When power fails, the generator controls shall automatically start the generator and switch the negative air machine to generator power. The generator shall not present a carbon monoxide hazard to workers.
4. **Discontinuing Negative Air Pressure System**  
The negative air pressure system shall not be shut down during LBP work unless authorized by the Owner's Consultant. At the completion of the LBP work procedures and disposal project, units shall be run until full cleanup has been completed and wipe clearance samples have been collected, analyzed and have passed final clearance testing requirements. Dismantling of the negative air pressure systems shall conform to the written decontamination procedures. Prefilters shall be removed and properly disposed. The intake to the machines shall be sealed with polyethylene to prevent environmental contamination.

E. **Expendable Supplies**

1. **Polyethylene Sheet and Bags - General**  
Polyethylene sheet and bags shall be minimum 6-mil thick. Bags shall have pre-printed labels, and 5-inch (minimum) long plastic ties, pointed and looped to secure the filled bags. Polyethylene sheets shall be in roll sizes to minimize seams.
2. **Polyethylene Sheet - Flame Resistant**  
Where a potential for fire exists, flame-resistant polyethylene sheets shall be provided. Polyethylene film shall conform to the requirements of NFPA 701.
3. **Polyethylene Sheet - Reinforced**  
Reinforced polyethylene sheet shall be provided where high skin strength is required such as where it constitutes the only barrier between the LBP control area and the outdoor environment. The sheet stock shall consist of translucent, nylon-reinforced or woven-polyethylene thread laminated between two layers of polyethylene film. Film shall meet flame resistant standards of NFPA 701.
4. **Tape and Adhesive Spray**  
Tape and adhesive shall be capable of sealing joints between polyethylene sheets and for attachment of polyethylene sheets to adjacent surfaces. After dry application, tape or adhesive shall retain adhesion when exposed to wet conditions, including amended water. Tape shall be minimum 2 inches wide, industrial strength.
5. **Containers**  
DOT approved impermeable containers shall be used to receive and retain LBP waste and debris, and lead contaminated material until disposal. Containers shall be labeled in accordance with EPA, DOT and OSHA standards.
6. **Chemicals**  
Chemicals, including caustics and paint strippers, shall be properly labeled and stored in leak-tight containers.



- F. Vacuum Systems  
HEPA filtered vacuum systems shall be used during LBP operations which generate dust. The systems shall be suitably sized for the project, and filters shall be capable of removing particles as small as 0.3 micrometers at a minimum efficiency of 99.97 percent.
- G. Heat Blower Guns  
Heat blower guns shall be flameless, electrical, paint-softener type with controls to limit temperature to 590 degrees C (1,100 degrees F). Heat blower shall be DI (non-grounded) 120 Vac, and shall be equipped with cone, fan, glass protector and spoon reflector nozzles.
- H. Chemical Paint Strippers  
Chemical paint strippers shall contain no methylene chloride.
- I. Chemical Paint Stripper Neutralizer  
Neutralizers for paint strippers shall be compatible with the substrate and suitable for use with the chemical stripper that has been applied to the surface.

## **1.8 STORAGE OF MATERIALS**

Materials shall be stored in a place and manner, which protects them from damage and contamination. During periods of cold weather, plastic materials shall be protected from the cold. Regularly inspect materials to identify damaged or deteriorating items. Damaged or deteriorated items shall not be used and shall be removed from the site as soon as they are discovered. Stored materials shall not present a hazard or an inconvenience to workers, visitors and/or other employees.

## **PART 2 – PRODUCTS**

(NOT APPLICABLE)

## **PART 3 – EXECUTION**

### **3.1 WORK PROCEDURES**

LBP work procedures and related work shall be performed in accordance with the U.S. Department of Housing and Urban Development “Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing” and the accepted Contractor’s LBP Management Plan. Procedures and equipment required to limit occupational and environmental exposures to lead during LBP removal shall be in accordance with 29 CFR Part 1926.62 and as specified herein. LBP waste and debris, lead contaminated debris and personal protective clothing and equipment shall be disposed of in compliance with Federal, state, and local regulations.

- A. Personnel Protection Procedures  
Personnel shall wear and use protective clothing and equipment as specified and required by 29 CFR Part 1926.62 and 29 CFR Part 1910.120. Eating, smoking, drinking, chewing tobacco and chewing gum, and applying makeup shall not be permitted in the LBP control area. Personnel of trades not engaged in the LBP work procedures and disposal of LBP shall not be exposed at any time to airborne concentrations of lead equal to or in excess of 30 micrograms per cubic meter of air. Electrical service shall be disconnected when wet removal is performed, and temporary electrical service protected by a ground fault circuit interrupter shall be provided.



B. Safety and Health Procedures

The Competent Person shall be present on the work site throughout the LBP project to supervise, monitor and document the project's health and safety provisions. A daily log shall be maintained showing the results of sampling tests throughout the project area. LBP work being conducted within a LBP Control area where an airtight barrier is required shall be stopped if measured airborne lead concentrations, collected during LBP work procedures, exceed the pre- LBP work procedures airborne concentration levels.

C. Safety and Health Responsibilities

The Competent Person shall:

1. Verify that training meets applicable requirements.
2. Review and approve LBP Management Plan for conformance to the applicable referenced standards.
3. Inspect LBP removal work for conformance with the accepted LBP Management Plan.
4. Ensure that worker exposure air monitoring activities are in accordance with 29 CFR Part 1926.62.
5. Ensure work is performed in strict accordance with specifications.
6. Ensure hazardous exposure to personnel and to the environment are adequately controlled.
7. The Contractor's Competent Person shall be responsible for directing personal air monitoring.
8. The Owner's Consultant shall be responsible for directing area and final air/wipe testing.

D. Medical Surveillance Procedures

Medical surveillance shall be implemented in accordance with the accepted Contractor's LBP Management Plan, and shall comply with the requirements of 29 CFR Part 1926.62, including the provisions for biological monitoring, medical removal, protection and a physician's written opinion, signed by the physician performing the employee examination. The Contractor shall provide a copy of the written opinion for Contractor's employees prior to each employee's commencement of work.

E. Engineering Controls and Containment Structures

Engineering and work practice controls are the primary means of maintaining exposures to lead below the PEL. Paint removal and surface preparation activities must keep dust levels at a minimum. Torch cutting of surfaces with LBP will require appropriate personal protective equipment and exposure controls. Power tools must be equipped with vacuum shrouds including a high efficiency particulate air filtered vacuum system attached.

1. LBP Control Area

The LBP control area is where LBP work procedures occur and as such shall be considered contaminated. The LBP control area shall be isolated to prevent LBP containing dust or debris from passing into adjacent open areas. The control area shall be decontaminated at the completion of the LBP work procedure and disposal work.



2. **Boundary Requirements.**  
Physical boundaries shall be provided around exterior LBP control areas by roping off the area indicated in the LBP Management Plan.
3. **Control Barriers**  
The LBP control area shall be designated and separated from other outside areas with control barriers. The polyethylene sheeting shall have all openings masked and sealed. The LBP control area shall be erected according to the Contractors LBP Management Plan. Polyethylene sheeting shall be mechanically supported, independent of duct tape or spray adhesive.
4. **Masking and Sealing**
  - a. **Exterior LBP control area requirements:** Where the construction of a contained LBP control area is impractical or not required based on the method of lead work procedures, a roped-off perimeter shall be installed 20 feet from and around the area where the LBP handling procedures are performed and other requirements for LBP control areas shall be maintained. Personal monitoring of airborne concentrations shall be conducted in adjacent areas during the work shift, in accordance with 29 CFR Part 1926.62. Area air monitoring inside and outside of the roped-off perimeter shall be conducted as specified. Airborne concentrations shall not exceed specified levels.
5. **Personnel Decontamination Unit**  
Personnel decontamination units shall be provided when required for the LBP procedures. Materials fabricated or delivered to the site before the shop drawings have been returned to the Contractor will be subject to rejection by the Owner's Consultant. Specifications and drawings of portable prefab units, such as a trailer unit, if utilized, must be submitted for review and approval before start of construction. Submittal shall include, but not be limited to, a floor plan layout showing dimensions, materials, sizes, thickness, plumbing, and electrical outlets. Access between contaminated and uncontaminated areas shall be through an airlock. Access between any two rooms or room and trailer within the decontamination unit shall be through a plastic sheeting curtained doorway. A separate equipment decontamination unit shall be provided. Each work area shall have an emergency exit. The personnel decontamination unit's clean room shall be the only means of entrance and exit, except for emergencies, from the LBP control area. Materials shall exit the LBP control area through the equipment decontamination area.
6. **Clean Room**  
The clean room shall have only one exit to non-contaminated areas of the site. An airtight seal shall be constructed of polyethylene between the clean room and uncontaminated areas. Surfaces of the clean room shall be protected with sheet polyethylene. A temporary unit with a separate equipment decontamination locker room and a clean locker room shall be provided for personnel who are required to wear whole body protective clothing. One locker shall be provided in each locker room for each LBP worker, and each Contractor's representative. Lead-free personal clothing and shoes shall be kept in the clean locker. Hand wash station/showers shall be located between the equipment decontamination locker room and the clean locker room, and employees shall wash or shower before changing into personal clothes. An adequate supply of clean disposable towels shall be provided. LBP contaminated work clothing shall be cleaned. Clean rooms shall be physically attached to the LBP control area for areas inside the building but may be directly adjacent to the LBP control area outside of the building. Joint use of this space for other functions, such as offices, equipment storage, etc., is prohibited.



7. **Hand Wash Station/Shower Room**  
An operational shower and hand washing station shall be provided between the work area and the clean changing room. Workers shall wash and/or shower before entering the clean changing room. Shower room shall be separated from other rooms by air-tight walls fabricated from polyethylene sheeting. Water shall be hot and cold or warm. Shower heads/ controls, soap dish, continuing supply of soap, and clean towels shall be provided. The shower shall be maintained in a sanitary condition. Waste water shall be pumped to drain and through waste water filters that meet state and/or local requirements. These filters shall be located inside the shower unit and filters shall be changed regularly. Spent filters shall be discarded as LBP contaminated waste.
8. **Equipment Decontamination**  
The Equipment Decontamination Unit shall be used for removal of equipment and materials from the LBP control area, and shall include a wash room, holding room, and an enclosed walkway. The unit shall be constructed from wood framing material and polyethylene sheeting. Workers shall not enter or exit the LBP control area through the Equipment Decontamination Unit. A washdown station, consisting of an enclosed shower unit, shall be located in the work area outside the Wash Room. The washdown station shall be used to clean equipment, bags and containers. Bagged or containerized LBP wastes shall be passed from the work area and cleaned in the Wash Room. The Wash Room shall be separated from the work area by a polyethylene sheet flap. Wastewater shall be filtered and filters shall be changed as required for the shower unit and the Wash Room. Filters shall be disposed of as LBP contaminated wastes. The Holding Room shall be used as a drop location for bagged LBP passed from the Wash Room. This room shall be constructed so that bagged materials cannot be passed from the Wash Room through the Holding Room to the enclosed walkway. The walkway shall provide access to the Holding Room from outside the work area. The enclosed walkway shall be separated from the exterior by a single flap of polyethylene sheeting. The Contractor's equipment used for LBP work procedures shall be decontaminated prior to its removal outside of the lead control area. The decontamination water shall be containerized, the containers labeled, the liquid sampled and analyzed in the laboratory for lead, and properly disposed of off-site according to applicable Federal, State and Local regulations. See Paragraph 3.5.C.2.
9. **Maintenance of Decontamination Units**  
Barriers and polyethylene sheeting shall be effectively sealed and taped. Containment barriers shall be visually inspected at the beginning of each work period. Damaged barriers and defects shall be immediately repaired upon discovery. Smoke testing methods shall be used to test effectiveness of barriers when directed by the Owner's Consultant.
10. **LBP Control Area Exiting Procedures**  
Personnel exiting a LBP control area shall perform the following procedures and shall not leave the work place wearing any clothing or equipment worn during the work day:
  - a. HEPA vacuum all protective clothing before removing.
  - b. Remove protective clothing in the decontamination room and place this clothing in an approved impermeable disposal bag.
  - c. Wash or shower.
  - d. Change to clean clothes prior to leaving the physical boundary designated around the lead-contaminated work site.



## F. Temporary Utilities

1. Temporary equipment as necessary to provide adequate power, light, heat, and water shall be installed, as needed, to accomplish the LBP operations properly and safely. The Contractor shall maintain the security and maintenance of the utility system in the LBP control areas. In the event of a failure of any utility system, the Owner will not be responsible for any loss of time or other expense incurred by the Contractor. In addition to any site-specific temporary utility requirements, the Contractor shall provide:
  - a. Back-flow protection on all water connections is required. Fittings installed by the Contractor shall be removed after completion of work with no damage or alteration to existing water piping and equipment.
  - b. When applicable, heavy-duty abrasion-resistant hoses to provide water to each work area and decontamination area.
  - c. A hot water heater, if necessary, to provide warm water to the decontamination showers.
  - d. Electrical service to work areas. Electrical service shall comply with National Electric Code, State and Local requirements and UL standards. Warning signs shall be posted at power outlets, which are other than 110-120 volt power. Only grounded extension cords shall be used. Incandescent lamps and light fixtures shall be of adequate wattage to provide good illumination in LBP control areas.
  - e. Temporary heating units, when needed, that have been tested and labeled by UL, FM, or another recognized trade association related to the fuel being consumed. Forced air or fan type units shall not be utilized inside a work area. Units shall have tip-over protection.
  - f. Sufficient quantity of single-occupant, self-contained chemical toilets, properly vented and fully enclosed.

## 3.2 LEAD-BASED PAINT WORK PRACTICES (Use methods as applicable)

### A. Component Removal:

Components shall be removed intact to the extent practicable. A 6-mil polyethylene drop cloth shall be placed on either side of the component, prior to its removal, to catch any paint chips that may become dislodged. The component shall be wrapped in a layer of 6-mil polyethylene for movement to the disposal container. Follow proper disposal requirements. The area around the component removal shall be wet wiped and HEPA vacuumed, including the tent enclosure. The polyethylene sheeting shall be carefully folded in on itself and placed in a 6-mil disposal bag. Containment debris shall be properly disposed of as lead-based waste.

Clearance will be performed as follows:

1. Visual Clearance - Determine that all required work has been completed. Look for settled dust, paint chips or debris in work area. If located, cleanings will commence until visual inspection locates no evidence of dust.
2. The Owner's Consultant shall perform Dust and/or Soil Sampling as outlined in the U.S. Department of Housing and Urban Development "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing".



B. Chemical Stripping: Assumed Exposure (50 ug/m<sup>3</sup> - 500 ug/m<sup>3</sup>)

Chemical stripping, using an agent approved by the Owner's Consultant, followed by wet scraping is the preferred method of abatement for areas where torch cutting, welding and/or other hot-work will affect building components coated with lead-based paint or lead containing coatings. The specific stripping agent(s) proposed must be approved by the Owner. No chemical strippers containing methylene chloride shall be used by the Contractor on this project.

1. Horizontal surfaces directly below and at least 10' in a radial direction from the area where chemical stripping is to be performed shall be protected with 6-mil poly.
2. All LBP on specified surfaces shall be removed to the bare substrate. The job is not considered complete until the substrate is dry and free of paint, debris, and LBP residue.
3. LBP stripping agents shall be brushed or troweled on the designated surfaces, or otherwise applied in accordance with manufacturer's specifications. The minimum thickness of chemical stripping agent applied shall be 0.125 (1/8) inches or the manufacturer's recommendations.
4. Stripping agents shall not be applied to, nor be allowed to inadvertently penetrate, wood and/or other porous substrates.
5. The required dwell time for stripping will depend upon the ambient temperature, humidity, and thickness of LBP. If LBP is not completely removed following the initial application of stripper, a second application and wet scraping may be required.
6. Removed LBP shall not be deposited on the polyethylene containment surfaces but shall be transferred directly into 6-mil polyethylene bags from the scraper. LBP shall be removed by wet scraping to the maximum extent feasible.
7. Any residue not removable by wet scraping shall be washed down to the bare metal substrate with a high-phosphate solution. LBP-contaminated wastewater shall be kept to a minimum using wet scrub brushes or sponges. These residues and disposable cleaning media shall also be directly transferred to the 6-mil polyethylene bags containing other LBP wastes. Free standing water shall be eliminated by use of a drying agent.
8. Clearance will be performed as follows:
  - a. Visual Clearance - Determine that all required work has been completed. Look for settled dust, paint chips or debris in work area. If located, cleanings will commence until visual inspection locates no evidence of dust.
  - b. The Owner's Consultant shall perform Dust and/or Soil Sampling as outlined in the U.S. Department of Housing and Urban Development "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing".



C. Manual Demolition/Scraping/Cleaning: Assumed Exposure (50 ug/m<sup>3</sup> - 500 ug/m<sup>3</sup>)

Manual demolition, scraping, manual sanding and power tool cleaning with dust collection systems shall be performed in conjunction with engineering and work practice controls meeting the requirements of 29 CFR 1926.62(e)(1).

Seal openings of HVAC ductwork and other penetrations (doors, windows, etc.) within the Control Area with two layers of 6-mil polyethylene sheeting. For work on vertical surfaces, place a layer of 6-mil polyethylene sheeting below the area prior to manual demolition/scraping/ cleaning. The sheeting shall extend 5 ft. on either side of the work area, to catch any paint chips that may become dislodged.

Wet methods shall be used during manual scraping, manual sanding and power tool cleaning with dust collection systems. Local HEPA ventilation shall be utilized in conjunction with manual scraping, manual sanding and power tool cleaning with dust collection systems. In the case that local HEPA ventilation is not sufficient to control dust hazards, the Contractor shall be required to install engineering controls to meet requirements of Specification Section 1.8(D) "Negative Air Pressure System".

Removed LBP shall not be allowed to accumulate on surfaces within the Control Area, but shall be HEPA vacuumed or placed directly into 6-mil polyethylene bags. The Contractor shall maintain all surfaces as free as practicable of accumulated lead dust to prevent the dispersal of lead into the work place. LBP shall be removed by manual methods to the maximum extent feasible.

Debris shall be bagged in 6-mil polyethylene bags and secured in leak proof drums until TCLP testing is completed. Follow proper disposal requirements. The area around the surfaces subject to work shall be wet wiped and HEPA vacuumed, including the polyethylene sheeting. Upon clearance by the Owner's Consultant, the polyethylene sheeting shall be carefully folded in on itself and placed in a 6mil disposal bag. Containment debris shall be properly disposed of as lead-based waste.

Clearance will be performed as follows and as needed:

- a. Visual Clearance – determine that all required work has been completed. Look for settled dust, paint chips or debris in work area. If located, cleanings will commence until visual inspection locates no evidence of dust.

D. Alternative Lead Work Procedures

1. Any Work Procedure other than the outline procedures above, shall be submitted to the Owner's Consultant for approval prior to the start of the project. As there are many different components in differing areas of the building(s), it is impractical to address every potential lead work procedure. The intent of alternative lead work procedures shall be to maintain compliance with 29 CFR 1926.62 and maintain airborne concentrations of lead dust below the Action Level of 30 ug/dL of air.



### 3.3 MONITORING & CLEARANCE SAMPLING

During the entire LBP removal and disposal operations, the Owner's Consultant shall be on-site directing the monitoring/sampling and inspecting the work to ensure that the health and safety requirements of this contract are satisfied.

A. Personnel Air Monitoring (Provided by the Contractor, as necessary)

1. Personnel air monitoring samples for airborne concentrations of lead shall be collected and analyzed in accordance with 29 CFR Part 1926.62. Results shall be reported in micrograms per cubic meter of air. The Competent Person shall use personal air monitoring results to determine the effectiveness of engineering controls, the adequacy of PPE and to determine if proper work practices are being employed. The Owner's Consultant shall be notified if any personal air monitoring result equals or exceeds 30 micrograms per cubic meter of air. The Contractor shall take steps to reduce the concentration of lead in the air.

B. Area Air Monitoring (Provided by the Owner's Consultant, as requested)

Airborne concentrations of lead shall be collected and analyzed in the laboratory. Results shall be reported in micrograms per cubic meter of air.

1. Pre-LBP work

Pre- LBP work samples shall be collected in the following locations: 1) inside the lead control area, one upwind of the LBP work and two downwind of the LBP work procedure activities; and 2) outside the physical boundary (roped off) area, one upwind of the LBP work and two downwind of the LBP work activities. A total of six (6) samples. If work is performed inside the building, similar numbers of samples are to be positioned inside and outside the LBP containment area.

2. LBP Work

The Competent Person shall collect area air samples on a daily basis during the duration of the LBP work. The samples shall be collected in the same location as the pre-work samples.

3. The area air samples shall be collected at 4 to 6 feet above grade, and using high volume air samplers.

4. The air samples shall be analyzed by NIOSH Method 7082 or method approved by Engineer.

5. Results

The Contractor shall have the results of the area air monitoring within 24 hours after completion of the sampling. Results shall be reported in micrograms per cubic meter of air.

6. Excessive Levels

Outdoor LBP work shall cease and the Owner's Consultant notified if measured airborne lead concentrations, collected during LBP activities, exceed the pre-work airborne concentration levels. The Contractor may be required to clean and re-sample the affected area, at no additional cost to the Owner, if directed by the Owner's Consultant. The Contractor shall correct the work practices and/or engineering controls and shall resume LBP work procedures at the direction of the Owner's Consultant.



### 3.4 ADJACENT AREAS

Damage to adjacent areas shall be repaired to the approval of the Owner.

### 3.5 CLEAN-UP & DISPOSAL

#### A. Cleanup

1. **Daily**  
Surfaces in the LBP control area shall be maintained free of accumulations of paint chips, LBP debris, blasting debris and dust. Spread of dust and debris shall be restricted; waste shall not be distributed over the work area. Dry sweep or compressed air shall not be used for cleanup. At the end of each shift, the area shall be cleaned of visible lead paint contamination by vacuuming with a HEPA filtered vacuum cleaner and wet wiping the area. LBP work procedures work shall cease during the cleanup.
2. At Completion of LBP work Procedure and a satisfactory visual inspection by the Engineer, a clean-up shall be performed by the Contractor. This clean-up includes removal of any contaminated material, equipment or debris including polyethylene sheeting from the work area. The polyethylene sheeting shall be sprayed or misted with water for dust control, construction debris removed and then the sheeting removed by folding it in upon itself.
  - a. Lead-contaminated debris shall be containerized in accordance with paragraph 3.5.C.1, LBP Wastes and Lead-Contaminated Wastes. Waste bags shall not be overloaded, shall be securely sealed and stored in the designated area until disposal.
  - b. Removal of surface polyethylene sheeting shall begin from top to bottom. Removal of floor polyethylene sheeting shall begin at the corners and folded in the middle to contain the dust. Polyethylene shall be disposed of as specified in Paragraph 3.5.C.1
  - c. Cleaning Equipment. The Contractor shall decontaminate the lead abatement equipment and equipment used in the work area. The wastewater from cleaning shall be contained, sampled and disposed of as specified in Paragraph 3.5.C.2.

#### B. Certification

The Contractor shall certify in writing that the inside and outside the lead control area air monitoring samples are less than 30 micrograms per cubic meter of air, the respiratory protection for the employees was adequate, the work procedures were performed in accordance with 29 CFR Part 1926.62 and that there was no visible accumulations of lead-based paint and dust on the worksite. Do not remove warning signs at the lead control area or roped-off boundary signs prior to the Owner's Consultant's receipt of the Contractor's certification. Re-clean areas showing dust, residual paint chips. LBP debris and blasting debris.

Waste Storage, Sampling/Analysis and Disposal (Provided by the Contractor)

#### 1. LBP Wastes and Lead-Contaminated Water

LBP waste, and lead-contaminated waste and debris shall be stored sampled and analyzed and disposed of as follows.



- a. The LBP waste and debris, lead contaminated personal protective equipment (PPE), clothing and waste polyethylene and lead-contaminated waste and debris shall be containerized in DOT approved containers (i.e., 55 gallon drums, roll-off, etc.). If the waste is placed in roll-off(s), the roll off shall be lined with a minimum of 2 layers of 6-mil polyethylene prior to placing any waste in it and covered with a liquid tight cover. Each container shall be labeled to identify the type of waste as defined in 49 CFR Part 172, 6 NYCRR Part 371 and 6 NYCRR Part 360 and with the date lead contaminated wastes were first put into the container.
- b. A representative sample of the container(s) of LBP wastes and lead-contaminated wastes and debris generated by the LBP activities shall be taken in accordance with SW-846, Chapter 9, Sampling Plan and analyzed in the laboratory for TCLP lead by EPA Methods 1311 (extraction) and 6010 (analysis). If the wastes are placed in roll-off(s), four (4) composite samples per roll-off shall be taken for analysis. If the wastes are placed in 55 gallon drums, one composite sample for every ten (10) drums of wastes shall be taken for analysis. The laboratory analyses results shall dictate the proper method of disposal of the waste. A copy of the results shall be attached to the waste characterization (waste profile) form.
- c. A waste characterization (waste profile) form shall be completed for the LBP waste and lead-contaminated waste and debris, and lead contaminated personal protective equipment and clothing (if containerized separately) and the forms submitted to Owner's Consultant for approval. The Owner shall sign the forms. The Contractor shall process the forms and forward to the disposal facility for approval. The approved waste profile forms from the disposal facility shall be submitted to the Owner and Engineer prior to shipment of the wastes off-site.
- d. The applicable waste transportation and disposal documents (i.e., hazardous waste manifest, bill of lading, non-hazardous waste manifest, land disposal restriction notification, etc.) shall be obtained and completed. An example of the completed waste transportation and disposal documents shall be submitted to Owner's Consultant for approval prior to shipment of the waste off-site.
- e. Pick-up of hazardous wastes shall be made as needed to ensure that containers do not remain on the work site longer than 90 calendar days from the date affixed to each container. The Owner will assign an area for interim storage of waste-containing containers.
- f. Lead contaminated personal protective equipment/ clothing, lead contaminated polyethylene, filters and debris, which cannot be sampled, shall be handled, stored, transported, and disposed of in the same manner as the LBP wastes and lead-contaminated wastes and debris, based on the sampling, laboratory analyses results and SW-846, Chapter 9, Sampling Plan calculations performed on the LBP wastes and lead-contaminated wastes and debris.
- g. The LBP and lead contaminated wastes/ debris shall be handled, stored, transported and disposed of in accordance with 40 CFR Parts 260 to 265, 6 NYCRR Part 370 to 373, 6 NYCRR Part 364 and 6 NYCRR Part 360, as applicable. Additionally, the disposal shall be based on the sampling, laboratory analysis results and SW-846, Chapter 9, Sampling Plan calculations. Land disposal restriction notification shall be as required by 40 CFR Part 268 and 6 NYCRR Part 376.



## 2. Wastewater and Decontamination Water

- a. Lead contaminated wastewater and decontamination water generated from the LBP work procedures shall be stored in DOT approved 55 gallon drums. Each drum shall be labeled to identify the type of waste as defined by 49 CFR Part 172, 6 NYCRR Part 371 and 6 NYCRR Part 360 and with the date lead contaminated liquid was first put into the drum.
- b. A representative sample from the drum(s) of liquid wastes shall be taken in accordance with SW-846, Chapter 9, Sampling Plan and analyzed in the laboratory for total lead and total cadmium by EPA Method 200.7/6010. One composite sample for every ten (10) drums of liquid wastes shall be taken for analysis. The laboratory analyses results shall dictate the proper method of disposal of the waste. A copy of the results shall be attached to the waste characterization (waste profile) form.
- c. A waste characterization (waste profile) form shall be completed for the liquid wastes and other wastes being generated and submitted to Owner's Consultant for approval. The Owner shall sign the form(s). The Contractor shall process the form(s) and forward the forms to the disposal facility for approval. The approved waste profile form(s) from the disposal facility shall be submitted to the Owner and Engineer prior to shipment of the wastes off-site.
- d. The applicable waste transportation and disposal documents (i.e., hazardous waste manifest, bill of lading, non-hazardous waste manifest, land disposal restriction notification, etc.) shall be obtained and completed. An example of the completed waste transportation and disposal documents shall be submitted to Owner's Consultant for approval prior to shipment of the waste off-site.
- e. The lead contaminated wastewater and decontamination water shall be handled, stored, transported and disposed of in accordance with 40 CFR Parts 260 to 265, 6 NYCRR Part 370 to 373, 6 NYCRR Part 364 and 6 NYCRR Part 360 as applicable.

## 3. Waste Pick-Up and Disposal

- a. Waste pick-up cannot be performed until all required submittals have been reviewed and approved by the Owner's Consultant. The Owner must be present at waste pick-up to sign the waste transportation documents and approve pick-up. No waste shall leave the site without approval and authorization by Owner.
- b. Coordinate scheduling of waste pick-up and transportation with Owner's Consultant. Notify Engineer at least 48 hours ahead of when the waste pick-up will take place.
- c. All wastes shall be properly disposed of off-site at an approved disposal facility. The wastes shall be transported by a transporter permitted to transport wastes per 6 NYCRR Part 364. The wastes shall be disposed of at a facility permitted to accept the waste being disposed of.
- d. Submit copy of completed and signed transportation and disposal documents to Owner and Engineer at time of shipment and submit copy of document signed by the disposal facility.



- e. Return or cause to be returned all waste manifests and bills of lading signed by the disposal facility within fifteen (15) days of removal from the project site.
- f. Submit certification of destruction for all incinerated wastes and certificates of final treatment and/or final disposal, as applicable, for all wastes disposed of off-site.
- g. All waste transportation and disposal must be conducted in accordance with all applicable State, Local and Federal regulations, all generator State regulations, all the State regulations where the wastes are transported through, and the disposal State regulations.

#### C. Payment for Disposal of Wastes

Payment for disposal of wastes will not be made until the following are received by the Owner:

- 1. A signed copy of the manifests
- 2. Bills of lading
- 3. Weight tickets, etc.
- 4. Certificate of final disposal, from the final treatment or disposal facility certifying the amount of lead containing wastes and debris delivered.

### **PART 4 – INSPECTION**

#### **4.1 SUMMARY OF INSPECTION**

Limited lead-based paint inspection(s) were completed throughout specific Renovation Areas as detailed on written narratives provided by the Town of New Windsor to identify suspect lead-based paints and/or lead-containing hazards potentially affected by scheduled demolition/renovation activities included within the ***Town of New Windsor Caesars Lane WWTP Expansion Project: Phase I*** as detailed within Section #1.2 of this specification.

The inspection was completed by **QuES&T** Niton-certified XRF Technician(s). Paint testing was completed on-site utilizing a Niton XLp-300A XRF Spectrum Analyzer Serial # 102273 in accordance with the EPA issued Performance Characteristics Sheet (PCS) and paint chip sampling. A summary of results above the EPA action level of 1.0 mg/sq. cm., has been included to aid prospective bidders.

The survey was completed in accordance with EPA, OSHA and/or HUD Guidelines for inspection of lead-based paint(s) and/or lead-containing material(s). Per these protocols, all suspect coated surfaces impacted by demolition/renovation activities were located and categorized by homogeneous painting histories and component types.

#### **4.2 SUMMARY OF RESULTS ABOVE THE EPA ACTION LEVEL OF 1.0 mg/cm<sup>2</sup>**

The following is a detailed listing of identified Lead-based Paint(s) and/or Lead-containing Materials, above the EPA action level of 1.0 mg/sq. cm. The following listing should be utilized as a guide to specific work-related tasks and is not necessarily an Abatement Scope. Specified lead-safe work practices shall be performed in accordance with the stipulations defined within this specification as required by specific work-related tasks and in advance of disturbance(s) of the following Lead-based Paint(s) and/or Lead-containing Material(s), above the EPA action level of 1.0 mg/sq. cm:



**TABLE I: IDENTIFIED LEAD-BASED PAINT**  
**TOWN OF NEW WINDSOR**  
**CAESARS LANE WWTP**  
**EXPANSION PROJECT: PHASE 1**

<b>Location</b>	<b>LBP Component</b>	<b>Substrate</b>	<b>Color</b>	<b>LBP Condition</b>
<b>Dewatering Building</b>				
Maintenance Room	Sink	Porcelain	White	Intact
Treatment Area	Piping	Metal	Gray	Intact

It should be noted that several components tested did in fact contain minimal lead-levels below the EPA threshold level of 1.0 mg/sq. cm for classification as Lead-Based Paint (LBP) and are considered lead-containing coatings by the OSHA Regulation, "Lead Exposure in Construction" (29 CFR 1926.62). OSHA does not recognize a minimum limit for lead concentrations in paint for the purposes of disturbance. Monitoring of workers performing demolition/cleaning/disturbance of painted surfaces shall be completed to document personnel occupational exposure. Items containing any amount of lead concentration are considered lead-containing coatings per 29 CFR 1926.62, OSHA Lead Exposure in Construction.



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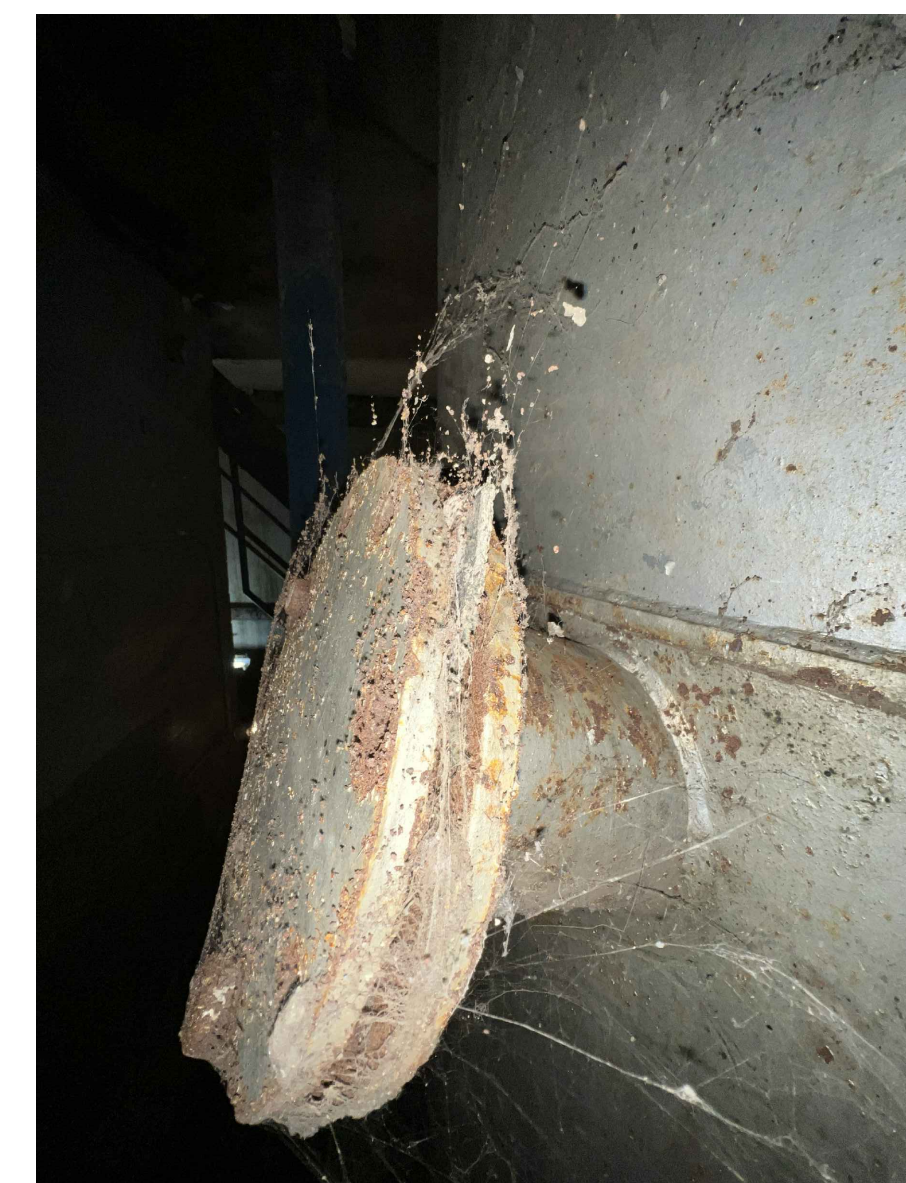
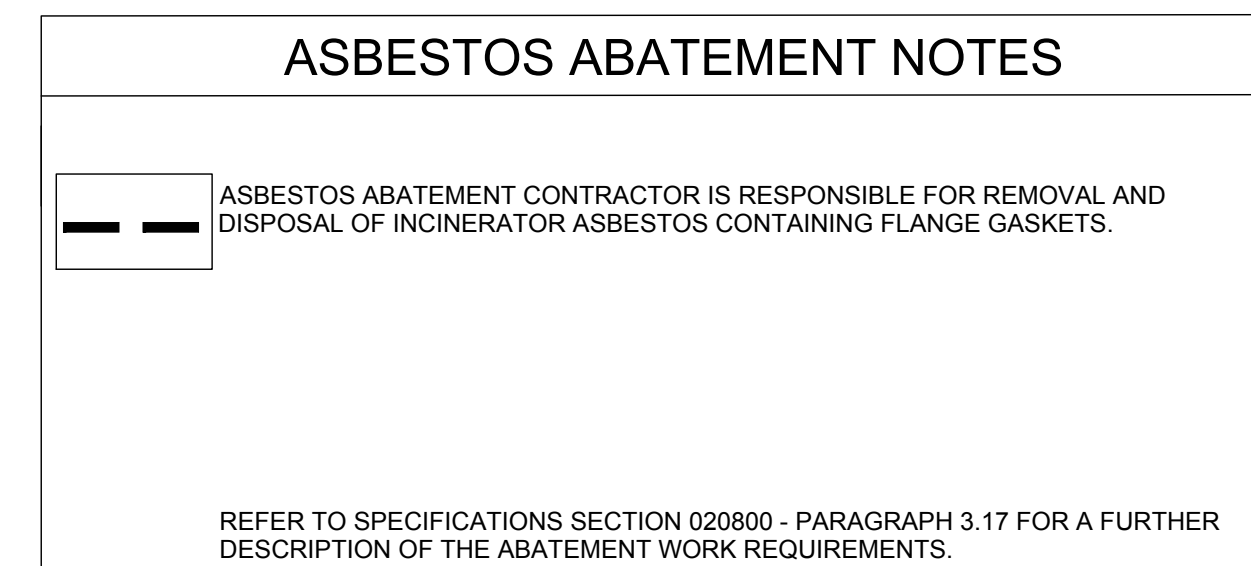


## Exhibit A-2

Dewatering Building – Lower Level Asbestos  
Abatement Plan and Photos Prepared By QuES&T



**QUALITY ENVIRONMENTAL  
SOLUTIONS & TECHNOLOGIES, INC.**  
1376 ROUTE 9  
WAPPINGERS FALLS, NY 12590  
TEL. (845)298-6031



2  
AA-101

ACM FLANGE GASKET PHOTOS

SCALE: 3" = 1'-0"

**HAZARDOUS MATERIAL NOTE:**

THE SERVICES PROVIDED BY MHE INCLUDING ALL WORKS DEPLICATED ON MHE PLANS, DO NOT INCLUDE SERVICES RELATED TO THE IDENTIFICATION, CONTROLS OR HANDLING OF HAZARDOUS MATERIALS, INCLUDING SUCH MATERIALS AS ASBESTOS AND LEAD PAINT. ALL TESTING, IDENTIFICATION, ABATEMENT, CONTROLS, AND HANDLING OF HAZARDOUS MATERIALS SHALL BE UNDERTAKEN BY A HAZARDOUS MATERIAL CONSULTANT AND CERTIFIED UNDER FEDERAL IF SUCH MATERIALS ARE IDENTIFIED, CONTRACTOR WILL COMMUNICATE DIRECTLY WITH HAZARDOUS MATERIAL PROFESSIONAL FOR THE PERFORMANCE OF ANY WORK ON OR ADJACENT TO SAID MATERIALS. IF UNDETECTED MATERIALS ARE ENCOUNTERED WHILE UNDERTAKING THE WORK SHOWN HEREON, CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER AND OWNER, AND SHALL OBTAIN WRITTEN INSTRUCTIONS FROM THE HAZARDOUS MATERIAL CONSULTANT PRIOR TO THE CONTINUATION OF WORK INVOLVING SUSPECTED MATERIAL.



UNAUTHORIZED ADDITION OR ALTERATION OF  
THIS PLAN IS A VIOLATION OF SECTION 7209(2) OF  
THE NEW YORK STATE EDUCATION LAW.

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RIGHT RESERVED ©

**CAESARS LANE WWTP  
EXPANSION PROJECT:  
PHASE I**  
145 CAESARS LN.  
NEW WINDSOR, NY 12553  
FOR TOWN OF NEW WINDSOR  
555 UNION AVE.  
NEW WINDSOR, NY 12553

DEWATERING BUILDING -  
LOWER LEVEL  
ASBESTOS ABATEMENT  
PLAN AND PHOTOS

[illegible]

ISSUED DATE:	NOVEMBER 21, 2024
DESIGN BY:	RL
DRAWN BY:	AM
CHECKED BY:	RL
REVIEWED BY:	RL

SHEET NO. \_\_\_\_\_

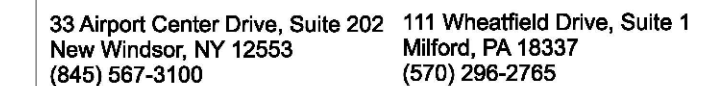
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PROJECT # 18-732	PHASE # 1
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**QUALITY ENVIRONMENTAL  
SOLUTIONS & TECHNOLOGIES, INC.**  
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WAPPINGERS FALLS, NY 12590  
TEL. (845)298-6031

ASBESTOS ABATEMENT CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING CURB FLASHING TAR.

REFER TO SPECIFICATIONS SECTION 020800 - PARAGRAPH 3.17 FOR A FURTHER DESCRIPTION OF THE ABATEMENT WORK REQUIREMENTS.

**HAZARDOUS MATERIAL NOTE:**

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**CAESARS LANE WWTP  
EXPANSION PROJECT:  
PHASE I**  
145 CAESARS LN.  
NEW WINDSOR, NY 12553  
FOR TOWN OF NEW WINDSOR  
555 UNION AVE.  
NEW WINDSOR, NY 12553

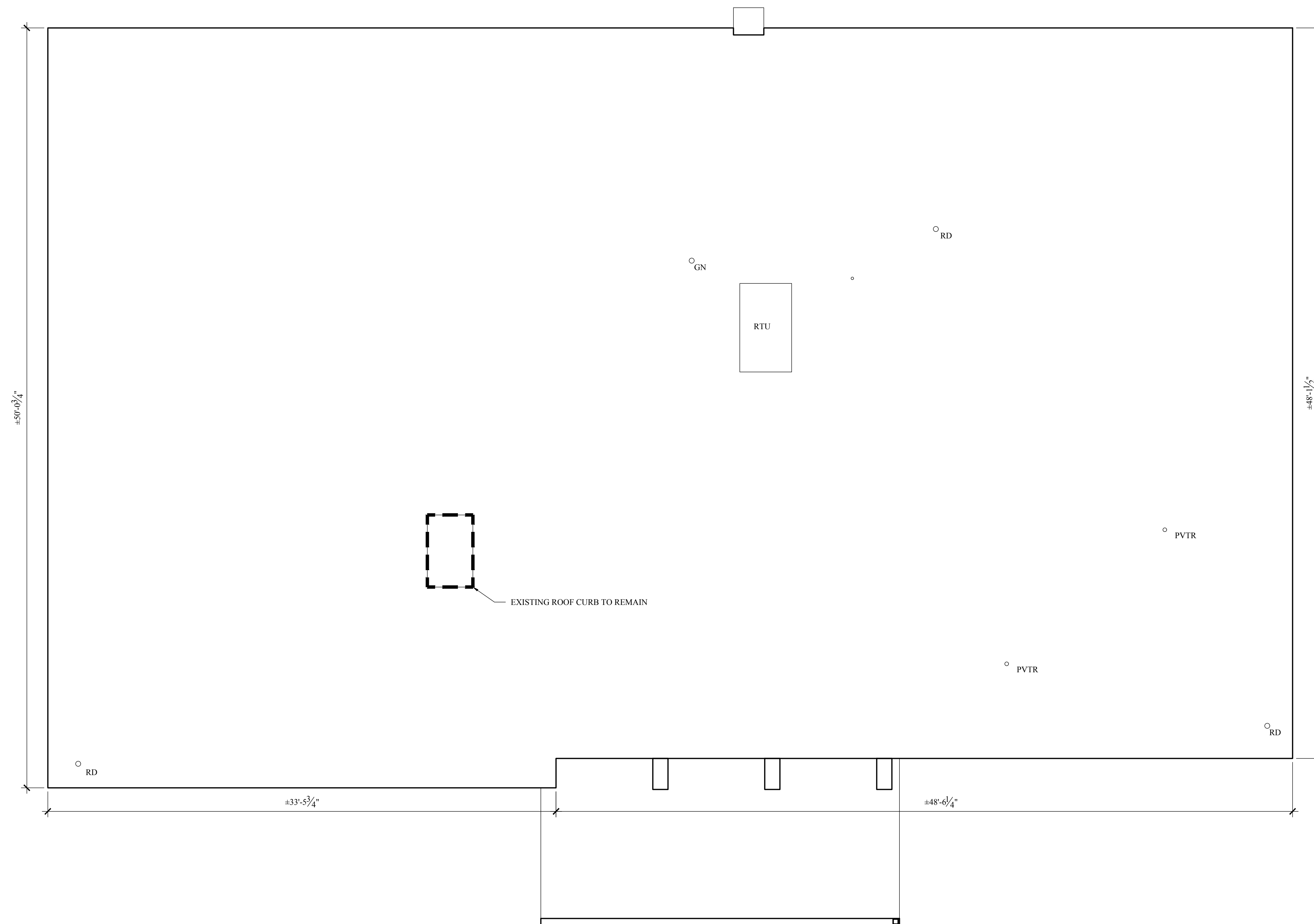
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ISSUED DATE:	NOVEMBER 21, 2024
DESIGN BY:	RL
DRAWN BY:	AM
CHECKED BY:	RL
REVIEWED BY:	RL

SHEET NO.

AA-102

PROJECT # 18-732	PHASE # 1
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1 ROOF ASBESTOS ABATEMENT PLAN  
AA-102 SCALE: 1/4" = 1'-0"

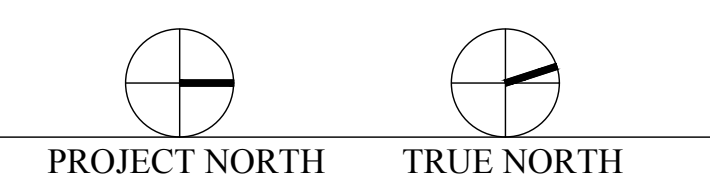




Exhibit B

Geotechnical Investigation Proposed Improvements to  
Caesars Lane Waste Water Treatment Plan

Town of New Windsor, New York

Tectonic Engineering





PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

GEOTECHNICAL INVESTIGATION  
PROPOSED IMPROVEMENTS TO  
CAESARS LANE WASTE WATER TREATMENT PLANT  
TOWN OF NEW WINDSOR, NEW YORK



Town of New Windsor  
222 Union Avenue  
New Windsor, NY 12553

Attention: Debbie Green  
([dgreen@newwindsor-ny.gov](mailto:dgreen@newwindsor-ny.gov))

January 15, 2020

**RE: W.O. 9928.01  
GEOTECHNICAL INVESTIGATION  
PROPOSED IMPROVEMENTS TO  
CAESARS LANE WASTE WATER TREATMENT PLANT  
TOWN OF NEW WINDSOR, NEW YORK**

Dear Ms. Green;

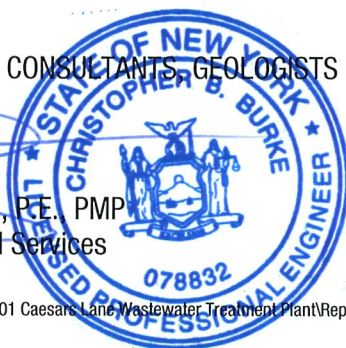
Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. is pleased to submit this a geotechnical investigation for the proposed improvements to the Wastewater Treatment Plant for the Town of New Windsor, New York. The purpose of this investigation was to provide a characterization of the subsurface conditions across the proposed area of development and to develop recommendations for the geotechnical aspects of the proposed site development, particularly three proposed tanks and a new control building.

We appreciate this opportunity to assist you with this project. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.

Christopher Burke, Ph.D., P.E., PMP  
Manager of Geotechnical Services



"G:\Newburgh\Geotechnical\9900\9928.01 Caesars Lane Wastewater Treatment Plant\Report\TEC\_2018 Cover Letter.docx"

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**GEOTECHNICAL INVESTIGATION  
PROPOSED IMPROVEMENTS TO  
CAESARS LANE WASTE WATER TREATMENT PLANT  
TOWN OF NEW WINDSOR, NEW YORK**

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FIGURE 1            BORING LOCATION PLAN

APPENDIX I        BORING LOGS

APPENDIX II       LABORATORY TEST RESULTS



## **1.0 INTRODUCTION**

Pursuant to your request and authorization, we have completed a geotechnical investigation for the proposed improvements to the Wastewater Treatment Plant for the Town of New Windsor, New York. The purpose of this investigation was to provide a characterization of the subsurface conditions across the proposed area of development and to provide recommendations for the geotechnical aspects of the proposed site development, particularly three proposed tanks and a new control building.

The following sections summarize the scope of services performed; provide general descriptions of the existing site conditions and proposed construction; and detail the performed investigation. These are followed by a discussion of the findings and conclusions that we have made regarding geotechnical aspects of the design and construction of the proposed project. The report ends with sections containing our final geotechnical recommendations for the proposed site development and construction, recommendations for collection of further subsurface information, and concludes with recommendations for construction-phase engineering monitoring.

## **2.0 SCOPE OF SERVICES**

The following services were performed for the Town of New Windsor, New York, herein referred to as the Client:

- Drilling, sampling, and logging of ten (10) borings dispersed across the site. These test borings were drilled to depths ranging from approximately 11 to 32 feet.
- Field inspection services by a geotechnical engineer and an engineering geologist to document that the investigation conformed to the appropriate ASTM standards, to prepare logs of the encountered subsurface conditions, and modify the subsurface investigation as conditions warranted.
- Laboratory testing of representative soil and bedrock samples to assist in the evaluation of the engineering properties of the encountered soils and to confirm field classifications of soils.
- Compilation of the subsurface data and the performance of a geotechnical engineering evaluation of the data, as they relate to the proposed site development.
- Preparation of this geotechnical report presenting the results of our subsurface investigation, laboratory testing, analyses, and our recommendations for the proposed site improvements.

## **3.0 SITE AND PROJECT DESCRIPTION**

The existing Caesars Lane Wastewater Treatment Plant is located within the Town of New Windsor, New York, between Caesars Lane, on the north, and Moodna Creek, on the south. Wooded parkland lies to the west of the treatment plant and a small stream, followed by various commercial properties, adjoins the east side of the site. The approximately 6-acre site contains about 10 waste water treatment tanks, a control building and various



other structures. The site generally slopes downward from north to south, with elevations ranging from approximately +1 foot near the confluence of the small stream and Moodna Creek, at the southeastern corner of the site, to approximately +40 feet, at the entrance to the site, on Caesars Lane.

It is our understanding that several improvements will be made to the treatment plant to comply to New York State Department of Environmental Conservation requirements. Based on information provided by McGoey, Houser & Edsall (MH&E), the proposed improvements will include construction of three new tanks, a new control building and other associated structures. In particular, the new 40-foot by 80-foot control building will be located near the northeast corner of the site, adjacent to the entrance road. A new 65-foot diameter primary settling tank (number 4) will be located northeast of the existing three settling tanks in the north-central portion of the site. A new 90-foot by 170-foot MBR tank will be located along the western perimeter of the site, between the existing Primary Settling Tanks #2 and Trickling Filter #3. Finally, a new Dechlorination Tank and associated structure, will be located near the southeast corner of the site, immediately south of the existing control building. The Dechlorination Tank is planned to be approximately 49 feet wide, by 88 feet long, while the associated structure will have an approximate footprint of 1,100 square feet and will house various tanks and pumps.

Loading information was not available at the time this report was prepared, however, it is our understanding that the tanks will mostly be located below grade and the proposed control structure will be a single-story structure. Subsequently, all foundation loads are expected to be relatively light.

#### **4.0 SUBSURFACE INVESTIGATION**

The subsurface investigation consisted of the performance of ten (10) test borings – designated B-1 through B-10. The borings were performed by Craig Test Boring Company, Inc. between the dates of June 10 and June 12, 2019 using an ATV-mounted drill rig, equipped with automatic hammers. The borings were advanced to depths ranging from 11.33 to 32 feet, using tricone drill bits and mud-rotary drilling techniques in soil and decomposed bedrock, and an NQ double-tube core barrel, equipped with a diamond impregnated bit, in competent bedrock. Four-inch inside-diameter steel casing was typically installed to depths ranging from 10 to 20 feet, to stabilize the near surface soils. Standard Penetration Testing (SPT) and split spoon sampling was typically conducted at 5-foot maximum intervals in soil and decomposed bedrock; however, continuous sampling was performed to depths ranging from 4 to as much as 14 feet, depending upon conditions encountered in the borings.



The borings were drilled near locations selected by MH&E. It is our understanding that at the time that the subsurface investigation, most, if not all, of the proposed structures' locations were not known. Therefore, MH&E elected to distribute the borings across the site, to give general coverage of the site and subsurface conditions.

The test borings were performed under the full-time observation of an engineering geologist or a geotechnical engineer. The inspectors observed that the investigation was performed in accordance with the appropriate ASTM standards and prepared logs of the encountered subsurface conditions. The locations of the borings are shown on the attached Boring Location Plan, Figure 1. Copies of the boring logs are included in Appendix I of this report.

## **5.0 LABORATORY TESTING**

Laboratory testing was conducted on samples selected to assist in identifying soil and bedrock engineering properties and to augment the field identifications of soil samples. The laboratory testing consisted of the following:

<b>Table 5.1 Laboratory Tests</b>		
<b>Quantity</b>	<b>Description</b>	<b>ASTM Standard</b>
6	Grain Size Distribution	D6913
4	Point Load Strength Index tests of Rock	D5731

The results of the laboratory tests have been incorporated into the soil descriptions given below and on the boring logs, and are provided in Appendix II of this report.

## **6.0 SUBSURFACE CONDITIONS**

The encountered subsurface conditions generally consist, in turn, of a 3- to 4-inch thick layer of topsoil or gravel surfacing, glacial till soils, and shale or sandstone bedrock. The following subsections provide generalized descriptions of the soil, groundwater and bedrock conditions encountered across the site.

### **6.1 Glacial Till**

Glacial till underlies the topsoil and generally extends to bedrock across the site. It should be noted that, given the level of development on this site, some of the soils encountered within the borings may be re-worked native soils that have been placed as fill. This is particularly the case at boring B-2, where loose



to very loose soils were encountered within the top 10 feet of the soil profile. However, nothing that could clearly distinguish fill (plastics, concrete, et cetera), from the naturally placed glacial till, could be clearly identified, and therefore, no distinction has been made in this report. Existing fill should be expected near existing structures.

The glacial till generally ranges from brown to gray and consists of a wide range of soil particle sizes, with descriptions ranging from silty clay, with 20 to 35 percent coarse to fine sand, and 10 to 20 percent coarse to fine gravel; to coarse to fine gravel, with 10 to 20 percent coarse to fine sand, and 10 to 20 percent silt. Overall, the glacial till has Unified Soil Classification System (USCS) designations of CL, SM, SC, GP and GM, depending on the primary and secondary soil constituents, and the plasticity of the soil. Based on observations of the drilling tools (drill chatter and one split spoon refusal) during the mud-rotary drilling, it is anticipated that the glacial till contains cobbles and boulders. SPT refusals are generally defined as over 50 blows of the hammer resulting in less than 6-inches of sampler penetration.

The field SPT N-values within the glacial till range widely, from as low as 3 blows per foot (bpf) to as high as 102 bpf. Furthermore, the SPT N-values generally, increase with depth; however, isolated pockets of looser soil were encountered in some borings, such as the previously noted in boring B-2, where the average N-value between the depths of 2 and 12 feet was measured to only be 5 bpf, indicating that much of the soil profile at boring B-2 is in a loose condition. Lower N-values within the denser soils are attributed to low sand and gravel contents, and possibly the weathering of the coarse-grained soil particles, or (as previously noted) may be due to poorly compacted fill.

## **6.2 Bedrock**

Drill bit refusal occurred in each of the ten (10) borings, and bedrock was cored in borings B-6 and B-10. Based on the rock cores, rock fragments collected in the deepest split spoon samples and the action of the drill bit, it is anticipated that the drill bit refusals in the other eight (8) borings occurred on bedrock. See Table 6.3.1, below, for the approximate depth and elevation at which bedrock was encountered at each boring.



Shale and sandstone bedrock was observed in the rock cores, with some granite intrusion observed in the core taken from boring B-10. The Austin Glen Formation is mapped to the northwest and southeast of the site. The Austin Glen Formation consists of a mix of shales and graywacke (gray sandstone), which generally matches the observed bedrock.

Where core sampled, the shale and sandstone can be summarized as being moderately to slightly weathered, moderately to highly fractured, and is medium-hard to hard. Fractures within the cores range from 0 to 90 degrees from horizontal. The Rock Quality Designations (RQD) of the cored intervals (the cumulative sum of the length of the core pieces having lengths greater than or equal to 4 inches divided by the length of each core run) ranges from 22 to 43 percent, indicating that the shale and sandstone generally ranges from very poor to poor quality. It should be noted, however, that the quality of the rock does appear to improve with depth.

### 6.3 Groundwater

Due to the introduction of water during mud-rotary drilling, groundwater depths could not be directly measured in some of the test boring locations during drilling. However, Table 6.3.1 provides our best estimates of the groundwater depths and elevations, as well as bedrock depths and elevations, at the various borings.

It should be noted that groundwater levels will vary with season, weather and other factors, including modifications proposed as part of the proposed development. Consequently, groundwater should be anticipated to be encountered at other depths at other times. Furthermore, because drilling fluids were used during the drilling operation, it is possible that the groundwater depths reported above may be higher than normal.

Table 6.3.1 Bedrock and Groundwater Depths and Elevations						
Boring Number	Approximate Location	Surface Elevation (ft)	Bedrock		Groundwater	
			Depth (ft)	Elev. (ft)	Depth (ft)	Elev. (ft)
B-1	Near Southeast Corner of Proposed Control Building	36	11	25	6	30
B-2	West Side of Proposed Primary Settling Tank #4	30.5	16	14.5	4	26.5
B-3	Near the Center of the Site	30.5	22	8.5	15	15.5
B-4	Near Northeast Corner of MRB Tank	29	20.5	8.5	NM	-



B-5	Northeast of Trickling Filter #2	30	20	10	10	20
B-6	Near Southeast Corner of MRB Tank	27	21	6	11.4	15.6
B-7	Within the Proposed Dechlorination Tank	9	12	-3	5	4
B-8	Northeast of Trickling Filter #3	21.5	31.5	-10	13	8.5
B-9	North of Secondary Settling Tank #2	12	20	-8	5	7
B-10	East of Proposed Dechlorination Tank	7.5	15	-7.5	6	1.5

Notes:

1. All measurements are approximate
2. NM indicates Not Measured.
3. See the Boring Location Plan, Figure 1, for the actual boring locations.

## 7.0 SEISMIC SITE COEFFICIENTS AND LIQUEFACTION POTENTIAL

As part of our investigations, we have evaluated the site conditions to obtain an appropriate site coefficient for use in seismic design. These analyses were based on the subsurface conditions, published correlations between  $N_{60}$ -values and the shear wave velocities of various soils, and the criteria outlined in the current edition of the New York State Building Code (Code). The soils and rock underlying the proposed building and tanks should be considered to have a Site Classification of **C**, with maximum spectral response accelerations at short periods ( $S_{MS}$ ) equal to 0.315g and at a 1-second period ( $S_{M1}$ ) equal to 0.086g. Based on the procedures outlined in the Code, the corresponding five-percent damped design spectral response acceleration at short periods,  $S_{DS}$ , is equal to 0.210g, and at a 1-second period,  $S_{D1}$ , is equal to 0.058g, for a Risk Category II structure, in accordance with the Code.

Liquefaction of soils can be caused by strong vibratory motion, such as those caused by earthquakes. Both research and historical data indicate that loose, granular soils saturated by a shallow groundwater table are most susceptible to liquefaction. Liquefaction occurs when an earthquake and associated ground shaking of sufficient duration results in the loss of grain-to-grain contact due to a rapid increase in pore-water pressure, causing the soil to behave as a fluid for short periods.

A procedure recommended by Youd et al (2001) was used in evaluating the liquefaction potential at the site. This method estimates the stresses likely to be induced by an earthquake and the stresses likely to initiate liquefaction using the SPT blow counts, the effective overburden pressure, and the peak horizontal ground acceleration that would be caused by the design seismic event. For this site location, the USGS anticipates an earthquake moment



magnitude of 5.50, a rock surface Peak Horizontal Ground Acceleration (PHGA) of 0.140g, and a PHGA factor of 1.26 (resulting in an analysis PHGA of 0.176g) for a class C site, using their 2014 dynamic model. The factors of safety against liquefaction were computed by the ratio of cyclic shear strength of the soil to the cyclic shear stress induced by the seismic event. The factors of safety against liquefaction were computed by the ratio of cyclic shear strength of the soil to the cyclic shear stress induced by the seismic event. The factor of safety against liquefaction was found to be well above the generally accepted minimum of 1.0, and therefore, it is our conclusion that the soils underlying the site are unlikely to liquefy, if the design earthquake should occur.

## **8.0 DISCUSSION & CONCLUSIONS**

The following bulleted items discuss the geotechnical considerations related to the design and construction of the proposed structures at the wastewater treatment plant. The discussion relies heavily on our understanding of the proposed site development as detailed in Section 3, combined with the subsurface conditions encountered during the subsurface investigations.

- Tank floor elevations have been provided by MH&E for the three proposed tanks (settling tank #4: +13.31 feet, the MBR tank: +11.0 feet, and the dechlorination tank: -1.0 foot). Details of the dechlorination tank (also provided by MH&E) show a concrete tank with a 1-foot thick floor and footings that bear 1.5 feet below the floor slab elevation. Assuming that all of the tanks will have similar designs, the provided information suggests that settling tank #4 will bear at approximately +11.8 feet, the MBR tank will bear at an elevation of approximately +9.5 feet, and the dechlorination tank will bear at -2.5 feet. Comparing these bearing elevations with the approximate bedrock elevations (Table 6.3.1) shows that the tanks are likely to bear upon or slightly above the bedrock. It should be noted, however, that we anticipate that the bedrock elevation somewhat reflects the ground surface elevation and that the bedrock elevation along the uphill sides of each tank may be significantly higher than the elevation measured at the borings, thus the need for possible rock removal to establish the footing subgrade elevations.
- The groundwater elevations, as shown in Table 6.3.1, also show that the tank floors (as well as the footings) will all be located below the groundwater table. Based on the rough groundwater elevations shown in the table, it is anticipated that the tank floors will likely be between 5 feet (at the dechlorination tank) to 13 feet (at settling tank #4) below the groundwater table. It should be noted, however, that the groundwater measurements are approximate, and the borings were often drilled near the downhill sides of the tanks. Subsequently, there is a possibility that the groundwater will be higher near the uphill sides of the tanks. This indicates that either foundation drainage will need to be installed at each of the proposed tanks, and/or the tanks will likely need to be anchored to the underlying rock, to resist buoyant forces acting upon the tanks.
- Laboratory tests indicate that the soils at the site contain between 25 and 60 percent fines (silt and/or clay). Fines contents of this level tend to make the soils difficult to dewater and potentially sensitive to disturbance, when wet. If used as backfill, these soils may be difficult to compact and could produce increased loading upon the tank walls, compared to a select granular fill.



- The soils and bedrock at the site are suitable for providing adequate support for conventional shallow foundations. Subsequently, the tanks and buildings may be designed using continuous wall and isolated column footings.
- The on-site soils are unlikely to liquefy.
- Based on the boring locations selected early during the design phase, only six out of the ten borings were located at or near proposed structures. Furthermore, most of the proposed structures have only one boring in the vicinity of the proposed locations. This limited information has required us to provide conservative recommendations in the following sections and could possibly lead to cost over-runs (or the need for a relatively high contingency) during construction. In particular, we anticipate that higher than anticipated bedrock surface and groundwater elevations may lead to possible cost over-runs. To minimize these potential, additional subsurface investigation will be recommended in Section 11 of this report.
- Monitoring should be performed to document that the construction, specifically rock removal, does not adversely affect the existing structures around the site. Monitoring should include surveying to identify both horizontal and vertical movement of the adjacent buildings. Monitoring should also include measuring vibration levels during construction to document that they are within acceptable limits. Preconstruction surveys should also be performed in the adjacent buildings.

## **9.0 RECOMMENDATIONS**

The following section provides recommendations for the design of the tanks and other structures to be constructed on the site.

### **9.1 Foundations**

The proposed buildings (the new control building and the building associated with the dechlorination tank) can be supported on continuous wall footings and spread footings bearing on undisturbed native soils, or upon fill soils placed as backfill for the dechlorination tank. In all footing subgrades and areas where fill placement is required, the soil subgrades should be prepared and approved; and any fill should be placed and compacted in lifts, as recommended in Section 10 of this report. Foundations bearing on new compacted fill or within the approved native soil should be designed using a net allowable bearing pressure of 4,000 pounds per square foot (psf), or less. Subgrade preparation recommendations are provided in Section 10, below.

The proposed tanks (settling tank #4, the MBR tank and the dechlorination tank) can be supported on continuous wall footings bearing on the poor-quality shale or sandstone bedrock, or upon the very dense native soils, encountered at or below the planned tank floor elevations shown on the site plan (SP-1).



Foundations bearing on dense native soils, or poor-quality shale or sandstone bedrock, should be designed using a net allowable bearing pressure of 8,000 pounds per square foot (psf), or less. Subgrade preparation recommendations are provided in Section 10, below. Please note that some removals of loose soils and subsequent deepening of the tank footings, may be required to obtain the required bearing materials.

We recommend that continuous wall footings be designed with a minimum width of 2 feet and spread footings should have a minimal width of 3 feet. Exterior footings should bear at least 3.5 feet below the adjacent outside grade for frost protection. Interior foundations should bear at least 1.5 feet below the finished floor slab elevation within heated sections of the building. Using the above design criteria, total settlement is estimated to be less than 1.0 inch and differential settlements are estimated to be less than 0.5 inches. The differential settlement is estimated over a distance of about 30 feet along continuous footings, or between adjacent column footings.

## 9.2 Foundation and Tank Walls

Below grade tank and building walls should be backfilled with non-expansive, free draining soil. However, it is understood that the Client may wish to use the on-site soils, rather than importing soils. Subsequently, Table 9.2.1 provides lateral design parameters for both on-site soils and imported structural fill. See Section 10 for the recommended material requirements for structural fill.

Table 9.2.1 Foundation and Retaining Wall Design Parameters		
Soil Parameter	On-Site Soil	Structural Fill
Angle of internal Friction	30	35°
Active earth pressure Coefficient ( $K_a$ ) <sup>(1)</sup>	0.33	0.27
At rest earth pressure Coefficient ( $K_o$ ) <sup>(2)</sup> (restrained wall)	0.50	0.43
Passive earth pressure Coefficient ( $K_p$ ) <sup>(3)</sup>	3.00	3.69
Total unit weight of soil (pounds per cubic foot)	135	130

- 1) Use for free standing walls where movement of up to 0.0025 X height of wall is both possible and tolerable. Otherwise, use at-rest coefficient.
- 2) Use for walls restrained against outward lateral movement.
- 3) Passive resistance should be reduced by one half ( $\frac{1}{2}$ ) within the zone of frost penetration (3.5 feet).



Concrete foundations cast directly against the native on-site soils or fill can be assumed to have a coefficient of sliding resistance of 0.34. Foundations cast directly upon poor quality shale or sandstone bedrock can be assumed to have a coefficient of sliding resistance of 0.40.

Additional loading due to temporary and permanent surcharges, such as earthquake, automobiles and construction traffic, should be added to the lateral loading exerted by the backfill. Loads due to supported structures should be applied in appropriate combinations with the lateral loads.

### **9.3 Slabs-on-Grade**

Building slab-on-grade floors should be supported on a minimum 6-inch thick layer of free draining ½- to ¾-inch crushed stone placed over undisturbed native soil or native site (general) fill soils. Subgrade preparation recommendations are provided in Section 12 of this report. A vapor barrier consisting of a polyethylene membrane at least 15 mils thick, such as Stego® Wrap Vapor Barrier, should be placed beneath all moisture sensitive floor slabs. A coefficient of friction of 0.3 should be used between the slab and the vapor barrier.

For design of slab-on-grade floors within the buildings, constructed with a 6-inch crushed stone base, a modulus of subgrade reaction of 150 pounds per cubic inch (pci) is recommended. For tank floor slabs, bearing directly upon undisturbed native soils or poor-quality shale or sandstone bedrock (or upon up to 6 inches of crushed stone placed over these materials), a modulus of subgrade reaction of 250 pounds per cubic inch (pci) is recommended. The modulus of subgrade reaction is suitable for estimating distributions of bearing pressure beneath the slab and for estimating bending moments and shears within the slab. It is not intended for the purpose of calculating total or differential settlements.

All tank floors and building floor slabs that are to be constructed more than 4 feet below existing grade should incorporate a subsurface drainage system that discharges under gravity flow to a suitable outlet. The under-slab drainage system should consist of 4-inch diameter corrugated HDPE or PVC perforated pipe surrounded by ½- to ¾-inch crushed stone, installed in trenches that extend at least 12 inches below the bottom of the slab subgrade elevation, pitching to a positive outlet. The trenches should be constructed with a maximum spacing of 20 feet. In these cases, both the trenches and crushed stone base for the slabs should be separated from the underlying native soils by a non-woven material with an apparent opening size equal to the #100 US sieve, such as Tencate's Mirafi 1100N. In no circumstance



should pipe that comes pre-wrapped in filter fabric be allowed. Detailed recommendations related to subsurface drainage systems can be provide once the final locations of the structures are known.

If drainage cannot be installed beneath tank floors, the floors should be anchored to the underlying bedrock to resist buoyant forces when the tanks are empty. The following table provides recommended design groundwater and bedrock elevations that should be used in designing anchors for each of the proposed tanks:

<b>Table 9.3.1 Recommended Design Groundwater and Bedrock Elevations</b>		
<b>Tank</b>	<b>Groundwater Elevation (ft)</b>	<b>Bedrock Elevation (ft)</b>
Settling Tank #4	+30	+12
MRB Tank	+22	+5
Dechlorination Tank	+8	-5

Note:

1. Design groundwater elevations are based on conservative estimates of the high groundwater elevation at the uphill side or corner of each tank.
2. Design bedrock elevations are based on conservative estimates of the low bedrock elevation at the downhill side or corner of each tank.

It is anticipated that a design to resist the buoyant uplift forces will require the use of prestressed rock anchors. If anchors are necessary, they should consist of either self-drilling bar anchors, or strand anchors installed into pre-drilled holes. The anchors should have a minimum drilled diameter of 4 inches and a free length of 10 feet for bar anchors, or 15 feet for strand anchors. The anchors should have a minimum bonded length of 5 feet and be designed using an allowable bond strength of 100 pounds per square inch (psi). It is also recommended that a grout with an unconfined compressive strength of at least 5,000 psi be specified. Anchors should be designed and constructed in accordance with the latest edition of "Recommendations for Prestressed Rock and Soil Anchors" by the Post-Tensioning Institute. The actual capacity of the anchors should be verified in accordance with the test procedures described in the same publication.

## **10.0 CONSTRUCTION RECOMMENDATIONS**

The following sections provide our general site and building construction recommendations.



## **10.1 General Site Preparation**

Topsoil, stumps, roots greater than 1-inch in diameter, existing structure foundations, underground utilities, and other deleterious materials should be stripped and grubbed from the site of each proposed structure. Topsoil removed from the stripping operation may be stockpiled and processed (if necessary) to meet the civil engineer's and/or landscape architect's specifications for topsoil to be placed around the site. All debris and unsuitable materials removed from the site should be disposed of at a legal disposal facility. Existing utilities within the project limits, if any, should be re-routed or protected from damage by construction equipment.

It is anticipated that the fill soil used for this project may be excavated from the proposed tank locations. The on-site soils are sensitive to disturbance and will be difficult to compact when wet, because of their relatively high fines-contents. Delays associated with stabilization of the soils should be expected when they are placed in wet conditions, such as during wet periods or when excavated from below the groundwater table. If the Client wishes to minimize delays, it would be prudent to limit performing earthwork to the summer months. Overly wet fill should be dried to meet the recommendations given below. This may be achieved by air drying, with or without mechanical manipulation. Imported structural fill should be used for backfilling retaining walls and foundation walls, if the Client does not wish to attempt using the on-site soils. See Section 10.4 for further details and recommendations for fill materials.

## **10.2 Subgrade Preparations**

All foundation and slab subgrades should be inspected by the geotechnical engineer prior to the placement of concrete or fill. The subgrades should consist of firm, stable and unyielding native soils or bedrock.

Foundation subgrades should be prepared by removing all soil loosened by machine excavation. The foundation subgrades, tank floor subgrades and building slab-on-grade subgrades should be proofrolled under the observation of the geotechnical engineer, except those that consist of sound bedrock. Proofrolling in confined areas should be performed with a double-drum vibratory roller having a minimum static weight of 1.5 tons. Proofrolling in open areas should be performed with a static roller having a minimum weight of 10 tons, or by a fully-loaded 10-wheeled dump truck. Bedrock subgrades should be inspected by the geotechnical engineer to verify that weak zones of soil do not exist within the rock.



Soils not meeting the recommended requirements for suitable bearing materials or areas found to be soft and yielding during proofrolling, should be removed. The area of removal should be within the zone of influence of the foundation, which is defined as a zone contained within imaginary planes sloping downward and outward from the bottom edges of the foundation at a slope of 1 horizontal to 1 vertical. When unsuitable material is encountered beneath slabs or tank floors, the area of removal should span the entire soft, yielding area beneath the slab or floor. Over-excavated areas beneath building foundations or slab-on-grade floors should be re-established with compacted fill, while over-excavated areas beneath tank foundations or floors should be re-established with flowable fill.

### **10.3 Protection of Subgrades and Temporary Dewatering**

Subgrades should be protected from the effects of frost, construction traffic, groundwater, and surface water. The necessary temporary protection should be provided immediately subsequent to excavation and be maintained until placing fill or concrete. Temporary surface drainage measures are recommended to divert runoff away from the proposed construction limits. Permanent drainage measures – typically footing drains and slab underdrains – are recommended within cut areas that extend more than 4 feet below existing grade.

Dewatering should be performed to maintain groundwater approximately 2 feet below the deepest excavation. Temporary dewatering can be best achieved through the use of use of sump pits and pumps installed adjacent to building foundations. Sump pits should be placed outside of the zone of influence of foundations, with the surrounding subgrade sloped to direct groundwater to the pits. Four (4) to six (6) inches of clean crushed stone, as recommended below, may be placed above the excavated subgrades for protection during foundation construction.

Based on shallow groundwater being observed across the site, it is expected that groundwater will be encountered when excavating to construct the various tanks. However, given the relatively high fines-contents of the on-site soils, it is anticipated that the groundwater flow will be relatively slow and that temporary curtain drains, installed several feet beyond the uphill sides of the tanks may be able to control most of the seepage. Each curtain drain should consist of a trench at least 2 feet wide, excavated a minimum of 2 feet below the planned tank footing elevation and at least 3 feet from the exterior edge of the tank footing. The curtain drains should be constructed using crushed stone surrounding perforated 4-inch corrugated HDPE or PVC pipe placed at the bottom of the trench. The crushed stone should



extend to the ground surface within the tank excavation and should be surrounded by a non-woven filter fabric with an apparent opening size equal to the #100 US Sieve, such as TenCate's Mirafi 1100N. The curtain drains should be pitched to drain to a positive outlet or to the nearest site drainage structure.

If possible, the curtain drains should be incorporated into a permanent underdrainage system at each of the proposed tanks, as recommended in Section 9.3 above. If permanent drainage is not possible, the curtain drains should be removed before each tank is backfilled and the resulting trench should be backfilled with flowable fill.

#### **10.4 Fill and Backfill Materials**

Imported structural fill, to be placed behind building and tank walls and beneath building foundations, should be a well-graded durable granular material consisting of clean sand, gravel, or a mixture of these, and it should be free of trash, debris, roots, vegetation or other deleterious materials. The structural fill should consist of material meeting the gradation requirements for NYSDOT Select Granular Fill (Item No. 733.1101), as follows:

<u>Sieve Size</u>	<u>Percent Finer by Weight</u>
4 Inch	100
No. 40	0-70
No. 200	0-15

Based on the results of the test borings and laboratory testing, the native on-site soils will not meet the select granular fill requirement, because of the percentages of soil passing the number 200 sieve. However, as previously noted, it may be used as tank and foundation wall backfill, provided that all cobbles larger than 4 inches in diameter have been removed prior to placement.

All fill and backfill (select granular, or on-site soils) should be compacted to at least 95 percent of the maximum dry density, within 2 percent of the optimum moisture content, as determined by ASTM D1557. The lift thickness for the fill soils will vary depending on the type of compaction equipment used. Fills should generally be placed in uniform horizontal lifts not exceeding 12 inches in loose thickness. In confined areas, the loose lift thickness should be 6 inches or less and each lift should be compacted with sufficient passes of hand operated vibratory or impact compaction equipment. A geotechnical



engineer with appropriate field and laboratory support should inspect all footing subgrades, approve materials for use as fill, and test backfill materials for compliance with the recommended compaction.

Free draining crushed stone placed below slabs and as drainage materials behind foundation walls, as underdrains beneath tanks, and within curtain drains should meet the specification for Underdrain Filter Type I materials, as specified in the NYSDOT Standard Specifications (Item 733.2001), as follows:

<b><u>Sieve Size</u></b>	<b><u>Percent Finer by Weight</u></b>
1 inch	100
½ inch	30-100
¼ inch	0 – 30
No. 10	0 – 10
No. 20	0 – 5

As an alternative, crushed stone meeting the gradation requirements of ASTM C33, Number 57 stone may also be used as free draining crushed stone.

Flowable fill, used to backfill temporary curtain drains and excavations to undercut unsuitable materials from beneath tank foundations and floors, should have a minimum 28-day unconfined compressive strength of 150 psi and should meet the requirements for Controlled Low Strength Material (CLSM), as specified in Section 733-01 – “Flowable Fill” of the NYSDOT Standard Specifications.

## **10.5 Excavations and Shoring**

Temporary excavation shoring should conform to the latest OSHA standards. For this project, the near-surface soils on-site should be considered to be OSHA type C soils, while soils encountered below a depth of approximately 12 feet and the existing bedrock can be considered to be OSHA type B soils. Adequate dewatering operations should be available prior to excavation to prevent slopes from sloughing to a flatter inclination. Based on the preliminary project plans, it is expected that excavation support might be necessary around some portions of the proposed tank excavations, because of nearby structures; while other portions of the excavations may be sloped.



Design of excavation support should conform to the latest OSHA and other applicable agency requirements. Design of all excavation slopes, sheeting, shoring, and bracing for excavations with depths greater than 4 feet should be performed by a New York State licensed Professional Engineer. Based on the presence of shallow bedrock at the site, it is anticipated that shoring will need to be socketed into the deep soils and/or competent bedrock.

Excavations into the existing native soil and into weathered rock, near the bedrock surface, should be feasible using standard heavy construction equipment (i.e. hydraulic excavators). It should be expected that excavation into the sound bedrock will require the use of, rippers, excavator-mounted hoe-rams, or drilling and splitting techniques. Given the proximity to other structures, it is not recommended that blasting be used to excavate bedrock.

## **11.0 ADDITIONAL ENGINEERING**

The scope of this subsurface investigation, and the resulting geotechnical recommendations, were based on widely scattered borings. Furthermore, in most cases, only one or two borings were drilled at the location of each of the proposed structures and most of these borings were drilled at or near the downhill sides or corners of the proposed structures. Given the variable bedrock and groundwater elevations encountered within the borings, it is anticipated that both the groundwater and bedrock elevations near the uphill sides of the proposed tanks will likely be higher than measured. The limited subsurface information has led to conservative estimates of design groundwater and bedrock elevations for the proposed tanks, as well as conservative recommendations for soil and bedrock bearing, and anchors. However, these are just estimates.

Based on the circumstances noted above, it is recommended that a supplemental subsurface investigation be performed after preliminary design has been completed, but before the final design is commenced. This will allow for refinement of the design and will help minimize the potential for potential significant change orders related to dewatering, rock excavation and anchor installation (if necessary).

The supplemental investigation should be designed to obtain additional information about bedrock and groundwater elevations at each of the proposed tanks and to obtain additional soil and groundwater information at the proposed control building. It is recommended that the supplemental subsurface investigation consist of the drilling of approximately two (2) additional borings at each of the proposed structures, to provide adequate coverage for accurate estimates of bedrock topography at each tank and to provide groundwater elevations at



each structure. The former will allow bidding contractors to accurately estimate the amount of rock removal that may be necessary at each tank, while the latter will allow for refinement of design for temporary and/or permanent dewatering, or the estimation of buoyant forces that will need to be resisted by anchors. Additional soil and bedrock sampling and testing could also allow for refinement of foundation, slab and anchor designs. This additional data may also be used for design of construction excavation support. Tectonic will be glad to work with the Client in developing an appropriate supplemental investigation that will fit their needs.

## **12.0 CONSTRUCTION MONITORING**

A geotechnical engineer familiar with the existing subsurface conditions and having the appropriate laboratory and field-testing support should be engaged by the owner to observe that all earthwork is performed in accordance with the specifications, the Code, and the design criteria provided in this report.

The following work should be performed under the observation of the geotechnical engineer:

- Pre-existing conditions survey and monitoring of adjacent buildings
- Foundation subgrade preparation
- Proofrolling of floor and foundation subgrades
- Temporary dewatering activities
- Installation of curtain and under drains.
- Placement and compaction of fill and backfill
- Vibration monitoring during rock removal

All materials proposed for use as soil fill should be tested and approved prior to delivery or use on-site. All fill materials should be tested as they are being placed to verify that the required compaction is being achieved.

## **13.0 LIMITATIONS**

Our professional services have been performed using the degree of care and skill ordinarily exercised under similar circumstances by reputable geotechnical engineers and geologists practicing in this or similar situations. The interpretation of the field data is based on good judgment and experience. However, no matter how qualified the geotechnical engineer or detailed the investigation, subsurface conditions cannot always be predicted between the points of actual sampling and testing. No other warranty, expressed or implied, is made as to professional advice included in this report.



The recommendations and data contained in this report are intended for preliminary design purposes only. The use of this report as a construction document is neither intended nor authorized by Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. (Tectonic). Contractors and others involved in the construction of this project are advised to make an independent assessment of the subsurface conditions for establishing quantities, schedules and construction techniques.

This report has been prepared for the exclusive use of the Town of New Windsor and their designees for the specific application to the proposed construction described in this report. In the event that any changes in nature, design or location of proposed structures are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and conclusions modified or verified in writing by Tectonic. It is recommended that Tectonic be retained to review the plans and specifications prior to bidding and to provide construction monitoring and inspection services to ensure proper implementation of the recommendations contained herein, which would otherwise limit our professional liability.

MAS/MCC G:\Newburgh\Geotechnical\9900\9928.01 Caesars Lane Wastewater Treatment Plant\Report\Final\9928.01 Geotechnical Report.docx



FIGURE I







# APPENDIX I



CLIENT: <b>Town of New Windsor</b>				GROUND WATER	DATE	TIME	DEPTH	INSPECTOR: <b>Michael Bastien</b>				
CONTRACTOR: <b>Craig Test Borings Co., Inc.</b>					6/12/19	2:00 PM	6'	DRILLER: <b>Mike Tarter</b>				
METHOD OF ADVANCING BORING		DIA.	DEPTH					SURFACE ELEVATION: <b>36.0</b>				
POWER AUGER:			TO		MON. WELL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			DATUM: <b>See Remarks</b>				
ROT. DRILL:		3 7/8"	0	TO	11'	SCREEN DEPTH: --- TO ---			DATE START: <b>6/12/19</b>			
CASING:		4"	0	TO	10'	WEATHER: <b>Clear</b> TEMP: <b>75° F</b>			DATE FINISH: <b>6/12/19</b>			
DIAMOND CORE:			TO		DEPTH TO ROCK: <b>11'</b>			UNCONFINED COMPRESS. STRENGTH ● (TONS/FT)			) (FT.	
CME 55 ATV with Automatic Hammer					*CHANGES IN STRATA ARE INFERRED			1	2	3		4

DEPTH (FT.)	N OR MIN./FT.	PENETRATION RESISTANCE (BLU/6 IN.)	SAMPLES			UNIFIED SOIL CLASS.	DESCRIPTION OF MATERIAL	LITHOLOGY*	ELEVATION (FT.)
			SAMPLE NUMBER	RECOV. LENGTH (IN.)	RQD (%)				
1	11	1478	S-1	16		M	SW	4" Topsoil	
2								Tn-bwn f SAND, trace Silt	
3	28	61018	S-2	16		M	SM	Tn-bwn m-f SAND, little c Gravel, little Silt	
4									
5	28	171513	S-3	24		M	SM	1' Same	
6		1313					GM	1' Gy CLAYEY SILT, some c-f Gravel, some c-f Sand	31.0
7	29	211712	S-4	20		W	GM	Gy CLAYEY SILT, some c-f Gravel, some c-f Sand	
8		1212							
9	16	988	S-5	24		W	SM	Gy-bwn m-f SAND, and Silty Clay, trace c Gravel	
10		88							26.0
11	50+	50/4	S-6					No Recovery (Drill bit refusal @ 11')	
12									
13								End of Boring at 11.33'	
14									
15									21.0
16									
17									
18									
19									
20									16.0
21									
22									
23									
24									
25									11.0

REMARKS: Surface elevation was estimated to the nearest 0.5-foot by interpolating between contour lines shown on a draft "Proposed Overall Facilities Plan", Sheet SP-1, prepared by McGoeey, Hauser & Edsall.



CLIENT: <b>Town of New Windsor</b>				GROUND WATER	DATE	TIME	DEPTH	INSPECTOR: <b>Michael Bastien</b>																		
CONTRACTOR: <b>Craig Test Borings Co., Inc.</b>					6/12/19	12:30 PM	4'	DRILLER: <b>Mike Tarter</b>																		
METHOD OF ADVANCING BORING		DIA.	DEPTH					SURFACE ELEVATION: <b>30.5</b>																		
POWER AUGER:			TO		MON. WELL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		DATUM: <b>See Remarks</b>																			
ROT. DRILL:		3 7/8"	0	TO	19'	SCREEN DEPTH: --- TO ---		DATE START: <b>6/12/19</b>																		
CASING:		4"	0	TO	15'	WEATHER: <b>Clear</b> TEMP: <b>75° F</b>		DATE FINISH: <b>6/12/19</b>																		
DIAMOND CORE:			TO		DEPTH TO ROCK: <b>16'</b>			UNCONFINED COMPRESS. STRENGTH (TONS/FT)		ELEVATION (FT.)																
CME 55 ATV with Automatic Hammer					*CHANGES IN STRATA ARE INFERRED			1 2 3 4 5																		
DEPTH (FT.)		N OR MIN./FT.		PENETRATION RESISTANCE (BL/6 IN.)		SAMPLE NUMBER		RECOV.			MOISTURE		UNIFIED SOIL CLASS.		DESCRIPTION OF MATERIAL		LITHOLOGY*		PLASTIC LIMIT %		WATER CONTENT %		LIQUID LIMIT %			
																			X		O		Δ			
																		10 20 30 40 50		10 20 30 40 50						
																		STANDARD PENETRATION (BLOWS/FT.)		10 20 30 40 50						
1	31	5	13	18	S-1	12		M	SC	4" Topsoil																
2		9								Bwn c-f GRAVEL, some c-f Gravel, little Silt Clay																
3	3	3	2	1	S-2	8		M	CL	Bwn SILTY CLAY, and c-f Sand, trace m-f Gravel																
4		1								Same																
5	6	1	5	5	S-3	12		W	CL	Same																
6		4								Gy SILTY CLAY, some c-f Sand, little c-f Gravel																
7	6	2	3	3	S-4	16		W	CL	Gy SILTY CLAY, some c-f Sand, little c-f Gravel																
8		3								Same																
9	4	1	2	2	S-5	4		W	CL	Same																
10		2								Gy SILTY CLAY, some c-f Sand, little c-f Gravel																
11	4	3	2	2	S-6	6		W	CL	Gy SILTY CLAY, some c-f Sand, little c-f Gravel																
12		1								Gy-blk c-f SAND, some Silt, some f Gravel, likely weathered bedrock																
13	48	59	14	34	S-7	6		W	SM	Gy-blk c-f SAND, some Silt, some f Gravel, likely weathered bedrock																
14																										
15																										
16	50+	20	50/2		S-8	4		W	SM	Gy-blk c-f SAND, some Silt, some f Gravel, likely weathered bedrock																
17																										
18																										
19										(Drill bit refusal @ 19')																
20										End of Boring at 19'																
21																										
22																										
23																										
24																										
25																										

REMARKS: Surface elevation was estimated to the nearest 0.5-foot by interpolating between contour lines shown on a draft "Proposed Overall Facilities Plan", Sheet SP-1, prepared by McGoe, Hauser & Edsall.







<div>Tectonic</div>										PROJECT No. 9928.01				BORING No. B-4			
										PROJECT: Caesar's Lane WWTP Improvements							
										LOCATION: New Windsor, NY							
CLIENT: Town of New Windsor								GROUND WATER	DATE	TIME	DEPTH	INSPECTOR: Kimberly Junkins					
CONTRACTOR: Craig Test Borings Co., Inc.												DRILLER: Mike Tarter					
METHOD OF ADVANCING BORING				DIA.	DEPTH							SURFACE ELEVATION: 29.0					
POWER AUGER:					TO				MON. WELL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				DATUM: See Remarks				
ROT. DRILL:				3 7/8"	0	TO 20'				SCREEN DEPTH: --- TO ---				DATE START: 6/11/19			
CASING:				4"	0	TO 10'				WEATHER: Clear TEMP: 70° F				DATE FINISH: 6/11/19			
DIAMOND CORE:					TO				DEPTH TO ROCK: 20.5'				<div>UNCONFINED COMPRESS. STRENGTH (TONS/FT)</div> <div>1 2 3 4 5</div> <div>PLASTIC LIMIT % WATER CONTENT % LIQUID LIMIT %</div> <div>10 20 30 40 50</div> <div>STANDARD PENETRATION (BLOWS/FT.)</div> <div>10 20 30 40 50</div>				
CME 55 ATV with Automatic Hammer								*CHANGES IN STRATA ARE INFERRED									
DEPTH (FT.)	N OR MIN./FT.	PENETRATION RESISTANCE (BLU/6 IN.)	SAMPLES		RECOV.	MOISTURE	UNIFIED SOIL CLASS.	DESCRIPTION OF MATERIAL	LITHOLOGY*	<div>ELEVATION (FT.)</div>							
			SAMPLE NUMBER	LENGTH (IN.)										RQD (%)			
1	25	3 6 19	S-1	18		M	SM	3" Topsoil Bwn-rd c-f SAND, some c-f Gravel, little Silt									
2		12															
3	57	16 41 16	S-2	6		M	GM	Gy c-f GRAVEL, some c-f Sand, little Silt									
4		8															
5	34	22 16 18	S-3	8		M	SM	Gy c-f SAND, little f Gravel, little Silt						24.0			
6		10															
7	29	9 13 16	S-4	12		M	SM	Gy c-f SAND, little f Gravel, little Silt									
8		18															
9																	
10																	
11	57	10 30 27	S-5	20		M	SM	Gy c-f SAND, little c-f Gravel, little Silt						19.0			
12		30															
13																	
14																	
15														14.0			
16	44	10 17 27	S-6	12		M	SM	Gy c-f SAND, some Silt, little f Gravel									
17		80															
18																	
19																	
20								Bit refusal @ 20.5'						9.0			
21								End of Boring at 20.5'									
22																	
23																	
24																	
25															4.0		
REMARKS: Surface elevation was estimated to the nearest 0.5-foot by interpolating between contour lines shown on a draft "Proposed Overall Facilities Plan", Sheet SP-1, prepared by McGoey, Hauser & Edsall.																	

BORING LOG 9928.01.019 TECTONIC LING.001 06/11/19



Tectonic

PROJECT No. 9928.01

PROJECT: Caesar's Lane WWTP Improvements

LOCATION: New Windsor, NY

BORING No. B-5

SHEET No. 1 of 1

CLIENT: Town of New Windsor

CONTRACTOR: Craig Test Borings Co., Inc.

METHOD OF ADVANCING BORING

DIA.

DEPTH

POWER AUGER:

ROT. DRILL:

CASING:

DIAMOND CORE:

CME 55 ATV with Automatic Hammer

GROUND WATER

DATE

TIME

DEPTH

INSPECTOR: Kimberly Junkins

DRILLER: Mike Tarter

SURFACE ELEVATION: 30.0

DATUM: See Remarks

SCREEN DEPTH: --- TO ---

WEATHER: Clear

TEMP: 75° F

DEPTH TO ROCK: 20'

UNCONFINED COMPRESS. STRENGTH (TONS/FT)

12/19

12/19

20'

\*CHANGES IN STRATA ARE INFERRED

DEPTH (FT.)	N OR MIN./FT.	PENETRATION RESISTANCE (BLU/6 IN.)	SAMPLES				UNIFIED SOIL CLASS.	DESCRIPTION OF MATERIAL	LITHOLOGY*	UNCONFINED COMPRESS. STRENGTH (TONS/FT)			ELEVATION (FT.)
			SAMPLE NUMBER	RECOV.		MOISTURE				1	2	3	
				LENGTH (IN.)	RQD (%)								
1	14	377	S-1	4		M	GP						
2		77											
3	30	101515	S-2	0			No Recovery						
4		18											
5													
6	46	8262014	S-3	6		M	SM						
7													
8													
9													
10													
11	22	1012109	S-4	8		W	SM						
12													
13													
14													
15													
16	14	10148	S-5	0									
17													
18													
19													
20	50+	50/0	S-6	0									
21													
22								End of Boring at 20'					
23													
24													
25													

REMARKS: Surface elevation was estimated to the nearest 0.5-foot by interpolating between contour lines shown on a draft "Proposed Overall Facilities Plan", Sheet SP-1, prepared by McGoey, Hauser & Edsall.

BOHRING LOG 9928.01.019 TELCOUNG LING.001 06/21/19



Tectonic

PROJECT No. 9928.01

PROJECT: Caesar's Lane WWTP Improvements

LOCATION: New Windsor, NY

BORING No. B-6

SHEET No. 1 of 1

CLIENT: Town of New Windsor

CONTRACTOR: Craig Test Borings Co., Inc.

METHOD OF ADVANCING BORING

DIA.

DEPTH

POWER AUGER:

ROT. DRILL:

CASING:

DIAMOND CORE:

CME 55 ATV with Automatic Hammer

GROUND WATER

DATE

TIME

DEPTH

INSPECTOR: Kimberly Junkins

DRILLER: Mike Tarter

SURFACE ELEVATION: 27.0

DATUM: See Remarks

SCREEN DEPTH: --- TO ---

WEATHER: Overcast

TEMP: 65° F

DEPTH TO ROCK: 21'

UNCONFINED COMPRESS. STRENGTH (TONS/FT)

12.0

22.0

17.0

12.0

7.0

2.0

PLASTIC LIMIT %

WATER CONTENT %

LIQUID LIMIT %

STANDARD PENETRATION (BLOWS/FT.)

10

20

30

40

50

DEPTH (FT.)

N OR MIN./FT.

PENETRATION RESISTANCE (BLU/IN.)

SAMPLE NUMBER

RECOV. LENGTH (IN.)

RQD (%)

MOISTURE

UNIFIED SOIL CLASS.

DESCRIPTION OF MATERIAL

LITHOLOGY\*

ELEVATION (FT.)

1

16

2

4

12

21

S-1

18

M

SM

3" Topsoil

Bwn c-f SAND, little c-f Gravel, little Silt

2

38

10

22

16

20

S-2

24

M

SM

Bwn c-f SAND, trace f Gravel, little Silt

3

9

4

4

5

5

S-3

6

M

SM

Bwn c-f SAND, little c-f Gravel, little Silt

4

12

4

5

7

9

S-4

15

M

SM

Bwn c-f SAND, some Silt, trace f Gravel

5

104

4

4

100

S-5

4

W

SM

Gy c-f SAND, trace f Gravel, trace Silt

6

100+

13

100/6

S-6

2

W

GP

Gy-bwn c-f GRAVEL, some c-f Sand, litle Silt

7

6

C-1

21/30

22

Gy, slightly weathered, moderately to highly fractured, fine grained, medium hard SHALE; fractures 0 to 90 degrees from horizontal

8

End of Boring at 23.5'

REMARKS: Surface elevation was estimated to the nearest 0.5-foot by interpolating between contour lines shown on a draft "Proposed Overall Facilities Plan", Sheet SP-1, prepared by McGoey, Hauser & Edsall.

BORING LOG 9928.01.013 TECTONIC LING.001 06/11/19



CLIENT: <b>Town of New Windsor</b>				GROUND WATER	DATE	TIME	DEPTH	INSPECTOR: <b>Michael Bastien</b>				
CONTRACTOR: <b>Craig Test Borings Co., Inc.</b>					6/10/19	12:00 pm	5'	DRILLER: <b>Mike Tarter</b>				
METHOD OF ADVANCING BORING		DIA.	DEPTH					SURFACE ELEVATION: <b>9.0</b>				
POWER AUGER:			TO		MON. WELL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			DATUM: <b>See Remarks</b>				
ROT. DRILL:		3 7/8"	0	TO	12'	SCREEN DEPTH: --- TO ---			DATE START: <b>6/10/19</b>			
CASING:		4"	0	TO	10'	WEATHER: <b>Rain</b> TEMP: <b>60° F</b>			DATE FINISH: <b>6/10/19</b>			
DIAMOND CORE:		2"	TO		DEPTH TO ROCK: <b>12'</b>			UNCONFINED COMPRESS. STRENGTH ● (TONS/FT)				) (FT.)
CME 55 ATV with Automatic Hammer					*CHANGES IN STRATA ARE INFERRED			1 2 3 4 5				

DEPTH (FT.)	N OR MIN./FT.	PENETRATION RESISTANCE (BL/6 IN.)	SAMPLES			UNIFIED SOIL CLASS.	DESCRIPTION OF MATERIAL	LITHOLOGY*	ELEVATION (FT.)
			SAMPLE NUMBER	RECOV. LENGTH (IN.)	RQD (%)				
1	27	16	S-1	16		M	SM		
2		14							
3	38	25	S-2	24		M	SM		
4		22							
5		16							
6	7	6	S-3	10		W	SM		
7		5							
8	66+	2	S-4	8		W	GM		
9		2							
10		16							
11	45	50/2	S-5	12		W	SM		
12		14							
13		19							
14		26							
15		28							
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									

REMARKS: Surface elevation was estimated to the nearest 0.5-foot by interpolating between contour lines shown on a draft "Proposed Overall Facilities Plan", Sheet SP-1, prepared by McGoeey, Hauser & Edsall.



<div>Tectonic</div>				PROJECT No. 9928.01				BORING No. B-8				
				PROJECT: Caesar's Lane WWTP Improvements								
				LOCATION: New Windsor, NY				SHEET No. 1 of 2				
CLIENT: Town of New Windsor				GROUND WATER	DATE	TIME	DEPTH	INSPECTOR: Kimberly Junkins				
CONTRACTOR: Craig Test Borings Co., Inc.					6/11/19	9:00 AM	13'	DRILLER: Mike Tarter				
METHOD OF ADVANCING BORING		DIA.	DEPTH						SURFACE ELEVATION: 21.5			
POWER AUGER:			TO		MON. WELL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				DATUM: See Remarks			
ROT. DRILL:		3 7/8"	0 TO 31.5'	SCREEN DEPTH: --- TO ---				DATE START: 6/11/19				
CASING:		4"	0 TO 10'	WEATHER: Overcast TEMP: 65° F				DATE FINISH: 6/11/19				
DIAMOND CORE:			TO	DEPTH TO ROCK: 31.5'				<div>UNCONFINED COMPRESS. STRENGTH (TONS/FT)</div> <div>1 2 3 4 5</div> <div>PLASTIC LIMIT % WATER CONTENT % LIQUID LIMIT %</div> <div>10 20 30 40 50</div> <div>STANDARD PENETRATION (BLOWS/FT.)</div> <div>10 20 30 40 50</div>				
CME 55 ATV with Automatic Hammer				*CHANGES IN STRATA ARE INFERRED								
DEPTH (FT.)	N OR MIN./FT.	PENETRATION RESISTANCE (BLU/IN.)	SAMPLES		UNIFIED SOIL CLASS.	DESCRIPTION OF MATERIAL	LITHOLOGY*					ELEVATION (FT.)
			SAMPLE NUMBER	RECOV. LENGTH (IN.) RQD (%) MOISTURE								
1	7	2 2 5 6	S-1	10		M	GM	Gravel at surface				
2								Bwn c-f GRAVEL, and c-f Sand, little Silt				
3	27	10 15 12 10	S-2	16		M	SM	Bwn & gy c-f SAND, some c-f Gravel, little Silt				
4												
5												16.5
6	26	10 11 15 13	S-3	12		M	GM	Gy c-f GRAVEL, some c-f Sand, little Silt				
7												
8												
9												
10												11.5
11	8	6 4 4 4	S-4	8		M	GM	Gy c-f GRAVEL, some c-f Sand, little Silt				
12												
13	12	8 7 5 5	S-5	10		W	SM	Gy c-f SAND, some c-f Gravel, little Silt				
14												
15												6.5
16	8	5 4 4 3	S-6	4		W	SM	Gy c SAND, little Gravel, little Silt				
17												
18												
19												
20												1.5
21	17	9 9 8 9	S-7	12		W	SM	Gy c-f SAND, trace Gravel, little Silt				
22												
23												
24												
25												-3.5
REMARKS: Surface elevation was estimated to the nearest 0.5-foot by interpolating between contour lines shown on a draft "Proposed Overall Facilities Plan", Sheet SP-1, prepared by McGoeey, Hauser & Edsall.												

BORING LOG 9928.01.013 TECTONIC LINGU.D01 06/11/19



CLIENT: **Town of New Windsor**

CONTRACTOR: **Craig Test Borings Co., Inc.**

DEPTH (FT.)	N OR MIN./FT.	PENETRATION RESISTANCE (BL/6 IN.)	SAMPLES				UNIFIED SOIL CLASS.	DESCRIPTION OF MATERIAL	LITHOLOGY*	UNCONFINED COMPRESS. STRENGTH (TONS/FT.)					ELEVATION (FT.)
			SAMPLE NUMBER	RECOV.		MOISTURE				PLASTIC LIMIT %	WATER CONTENT %	LIQUID LIMIT %			
				LENGTH (IN.)	RQD (%)										
26	13	5	S-8	6		W	SM	Gy c-f SAND, trace f Gravel, little Silt							
27		6													
28		7													
29		7													
30															
31	37	18	S-9	12		W	SM	Gy c-f SAND, some c-f Gravel, little Silt							
32		16													
		21													
		78													
33								End of Boring at 32'							
34															
35															
36															
37															
38															
39															
40															
41															
42															
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51															
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53															
54															
55															

REMARKS: Surface elevation was estimated to the nearest 0.5-foot by interpolating between contour lines shown on a draft "Proposed Overall Facilities Plan", Sheet SP-1, prepared by McGoey, Hauser & Edsall.



CLIENT: **Town of New Windsor**

CONTRACTOR: **Craig Test Borings Co., Inc.**

GROUND  
WATER

DATE

TIME

DEPTH

INSPECTOR: **Michael Bastien**

6/10/19

1:30 PM

5'

DRILLER: **Mike Tarter**

METHOD OF ADVANCING BORING

DIA.

DEPTH

SURFACE ELEVATION: **12.0**

POWER AUGER:

TO

MON. WELL

☐ YES

☒ NO

DATUM: **See Remarks**

ROT. DRILL:

3 7/8"

0

TO

20'

SCREEN DEPTH: --- TO ---

DATE START: **6/10/19**

CASING:

4"

0

TO

10'

WEATHER: **Rain**

TEMP: **70° F**

DATE FINISH: **6/10/19**

DIAMOND CORE:

TO

DEPTH TO ROCK: **20'**

UNCONFINED COMPRESS. STRENGTH (TONS/FT)

CME 55 ATV with Automatic Hammer



















\*CHANGES IN STRATA ARE INFERRED

DEPTH (FT.)	N OR MIN./FT.	PENETRATION RESISTANCE (BL/6 IN.)	SAMPLES				UNIFIED SOIL CLASS.	DESCRIPTION OF MATERIAL	LITHOLOGY*	UNCONFINED COMPRESS. STRENGTH (TONS/FT)			ELEVATION (FT.)	
			SAMPLE NUMBER	RECOV.		MOISTURE				PLASTIC LIMIT %	WATER CONTENT %	LIQUID LIMIT %		
				LENGTH (IN.)	RQD (%)									
1	21	3	S-1	18		M	SM	4" Topsoil						
2		7						Tn-bwn c-f SAND, some Silty Clay, little c-f Gravel						
3	29	14												
4		15	S-2	18		M	SM	Tn-gy c-f SAND, some Clayey Silt, little c-f Gravel						
5		9												
6		11												
7		18	S-3	8		W	SM	Gy m-f SAND, some Silty Clay						
8		16												
9		4												
10		5												
11	69	5												
12		3												
13		17	S-4	16		W	SM	Gy c-f SAND, little c-f Gravel, little Clayey Silt						
14		28												
15		41												
16	32	35												
17		5												
18		8												
19		24	S-5	12		W	SM	Tn-bwn c-f SAND, little c-f Gravel, little Clayey Silt						
20		25												
21														
22								(Drill bit refusal at 20')						
23								End of Boring at 20'						
24														
25														

REMARKS: Surface elevation was estimated to the nearest 0.5-foot by interpolating between contour lines shown on a draft "Proposed Overall Facilities Plan", Sheet SP-1, prepared by McGoeey, Hauser & Edsall. Could not core at 20' because the casing was deflected from vertical.



CLIENT: <b>Town of New Windsor</b>			GROUND WATER	DATE	TIME	DEPTH	INSPECTOR: <b>Michael Bastien</b>	
CONTRACTOR: <b>Craig Test Borings Co., Inc.</b>				<b>6/10/19</b>	<b>9:30 AM</b>	<b>6'</b>	DRILLER: <b>Mike Tarter</b>	
METHOD OF ADVANCING BORING	DIA.	DEPTH					SURFACE ELEVATION: <b>7.5</b>	
POWER AUGER:		TO		MON. WELL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			DATUM: <b>See Remarks</b>	
ROT. DRILL:	<b>3 7/8"</b>	<b>0</b> TO <b>15'</b>	SCREEN DEPTH: --- TO ---			DATE START: <b>6/10/19</b>		
CASING:	<b>4"</b>	<b>0</b> TO <b>15'</b>	WEATHER: <b>Clear</b> TEMP: <b>60° F</b>			DATE FINISH: <b>6/10/19</b>		
DIAMOND CORE:	<b>2"</b>	<b>15</b> TO <b>20'</b>	DEPTH TO ROCK: <b>15'</b>			UNCONFINED COMPRESS. STRENGTH ● (TONS/FT)		1 2 3 4 5 (FT.)
CME 55 ATV with Automatic Hammer			*CHANGES IN STRATA ARE INFERRED					

DEPTH (FT.)	N OR MIN./FT.	PENETRATION RESISTANCE (BL/6 IN.)	SAMPLES				UNIFIED SOIL CLASS.	DESCRIPTION OF MATERIAL	LITHOLOGY*	PLASTIC LIMIT %			WATER CONTENT %			LIQUID LIMIT %			ELEVATION (ft.)	
			SAMPLE NUMBER	RECOV.		MOISTURE				X	20	30	40	50	X	20	30	40		50
				LENGTH (IN.)	RQD (%)															
STANDARD PENETRATION (BLOWS/FT.)																				
1	18	4	S-1	24		M	CL	Topsoil Bwn c-f SAND, little Silty Clay, little c-f Gravel												
2		9																		
3	16	3	S-2	12		M	CL	Bwn SILTY CLAY, and m-f Sand, little c-f Gravel												
4		11																		
5	24	2	S-3	12		M	CL	Bwn SILTY CLAY, some c-f Sand, little f Gravel										2.5		
6		8																		
7	21	10	S-4	10		W	GM	Bwn c-f GRAVEL, little c-f Sand, little Silty Clay												
8		7																		
9	52	27	S-5	1		W	GM	Same										-2.5		
10		28																		
11		24																		
12		21																		
13								Drill chatter at 12.5'												
14																				
15	50+	50/1	S-6	0		W		No Recovery										-7.5		
16			C-1	30/60	43			Gy-lgt gy moderately weatherered, moderately to highly fractured, fine grained, hard SANDSTONE, with Granite intrusions, fractured at 50 - 60 degrees												
17																				
18																				
19																				
20								End of Boring at 20'												
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REMARKS: Surface elevation was estimated to the nearest 0.5-foot by interpolating between contour lines shown on a draft "Proposed Overall Facilities Plan", Sheet SP-1, prepared by McGoeey, Hauser & Edsall.



## LEGEND FOR SOIL DESCRIPTION

<u>COARSE GRAINED SOIL</u>		(Coarser than No. 200 Sieve)			
<u>DESCRIPTIVE TERM &amp; GRAIN SIZE</u>					
<u>TERM</u>		<u>SAND</u>		<u>GRAVEL</u>	
coarse - c	No.	4 Sieve to No.	10	Sieve	3" to 3/4"
medium - m	No.	10 Sieve to No.	40	Sieve	3/4" to 3/16"
fine - f	No.	40 Sieve to No.	200	Sieve	
<u>COBBLES</u>		3" to 10"		<u>BOULDERS</u> 10" +	
<u>GRADATION DESIGNATIONS</u>			<u>PROPORTIONS OF COMPONENT</u>		
fine, f			Less than 10% coarse to medium		
medium to fine, m-f			Less than 10% coarse		
medium, m			Less than 10% coarse and fine		
coarse to medium, c-m			Less than 10% fine		
coarse, c			Less than 10% medium and fine		
coarse to fine, c-f			All greater than 10%		

<u>FINE GRAINED SOIL</u>			(Finer than No. 200 Sieve)	
<u>DESCRIPTION</u>		<u>PLASTICITY INDEX</u>		<u>PLASTICITY</u>
Silt		0 - 1		none
Clayey Silt		2 - 5		slight
Silt & Clay		6 - 10		low
Clay & Silt		11 - 20		medium
Silty Clay		21 - 40		high
Clay		greater than 40		very high

<u>PROPORTION</u>	
<u>DESCRIPTIVE TERM</u>	<u>PERCENT OF SAMPLE WEIGHT</u>
trace	1 - 10
little	10 - 20
some	20 - 35
and	35 - 50
The primary component is fully capitalized	

<u>COLOR</u>		
Blue - blue	Gy - gray	Wh - white
Blk - black	Or - orange	Yl - yellow
Bwn - brown	Rd - red	Lgt - light
Gn - green	Tn - tan	Dk - dark

<u>SAMPLE NOTATION</u>	
S - Split Spoon Soil Sample	WOC - Weight of Casing
U - Undisturbed Tube Sample	WOR - Weight of Rods
C - Core Sample	WOH - Weight of Hammer
B - Bulk Soil Sample	PPR - Compressive Strength based on Pocket Penetrometer
NR - No Recovery of Sample	TV - Shear Strength (tsf) based on Torvane

<u>ADDITIONAL CLASSIFICATIONS</u>	
New York City Building Code soil classifications are given in parentheses at the end of each description of material, if applicable. See sections 1804.2 of the 2008 Building Code for further details.	



## APPENDIX II



Boring #	Depth (Ft.)	Sample #	Specimen Description			USCS	Water Content	Liquid Limit	Plastic Limit	Plasticity Index	Penetro-meter (tsf)	Torvane (tsf)	Dry Density (pcf)	Organic Content ( % )	pH
			% Gravel	% Sand	% Fines										
B-1	6.0	S-4	Gy Silt, some c-f Gravel, some c-f Sand				14								
			32.3	24.3	43.4										
B-10	4.0	S-3	Bwn SILT, some c-f Sand, little f Gravel				24								
			14.8	25.7	59.6										
B-2	12.0	S-7	Gy-Blk c-f SAND, some Silt, some f Gravel				9								
			23.7	51.1	25.2										
B-4	15.0	S-6	Gy c-f SAND, some Silt, little f Gravel				13								
			16.5	50.8	32.8										
B-6	10.0	S-4	Bwn c-f SAND, some Silt, trace f Gravel				14								
			2.3	64.6	33.0										
B-7	10.0	S-5	Bwn c-f Sand, some c-f Gravel, some Silt				11								
			30.4	43.2	26.5										

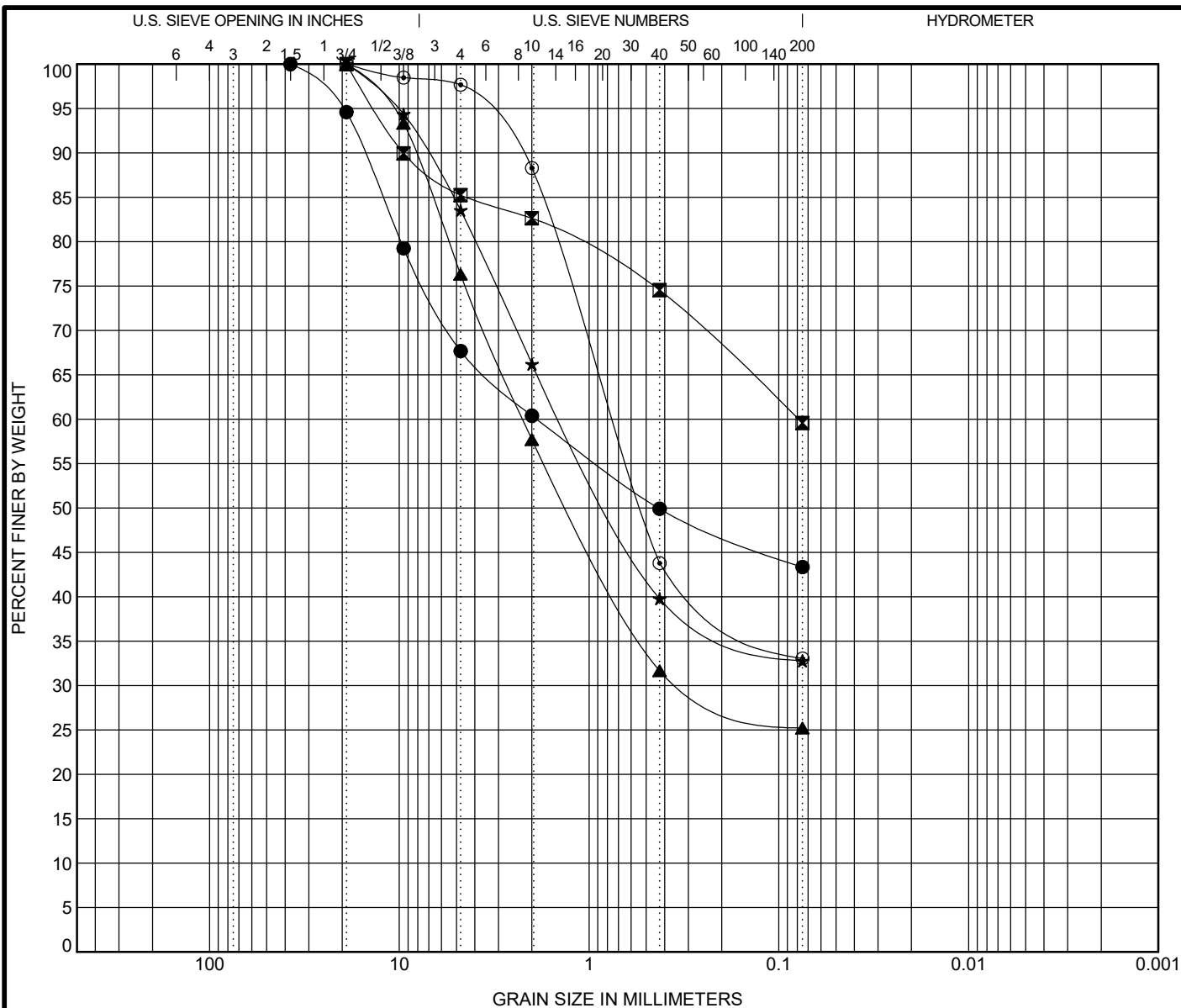


280 Little Britain Road, Bldg #2  
 Newburgh, NY 12550  
 Telephone: (845) 563-9081 Fax: (845) 563-9085

## Summary of Laboratory Results

Project No: **9928.01** Date: **8/20/19**  
 Project: **Ceasars Lane WWTP Improvements**  
 Location: **New Windsor, NY**





COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Sample Identification				Classification				WC%	LL	PL	PI	Cc	Cu
●	B-1	6.0	S-4	Gy Silt, some c-f Gravel, some c-f Sand				13.9					
⊠	B-10	4.0	S-3	Bwn SILT, some c-f Sand, little f Gravel				24.2					
▲	B-2	12.0	S-7	Gy-Blk c-f SAND, some Silt, some f Gravel				9.5					
★	B-4	15.0	S-6	Gy c-f SAND, some Silt, little f Gravel				12.8					
⊙	B-6	10.0	S-4	Bwn c-f SAND, some Silt, trace f Gravel				14.0					
Sample Identification				D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay	Source of Material	
●	B-1	6.0	S-4	37.5	1.886			32.3	24.3	43.4		Boring	
⊠	B-10	4.0	S-3	19	0.079			14.8	25.7	59.6		Boring	
▲	B-2	12.0	S-7	19	2.226	0.272		23.7	51.1	25.2		Boring	
★	B-4	15.0	S-6	19	1.39			16.5	50.8	32.8		Boring	
⊙	B-6	10.0	S-4	19	0.747			2.3	64.6	33.0		Boring	

**Tectonic**

280 Little Britain Road, Bldg #2  
Newburgh, NY 12550  
Telephone: (845) 563-9081

Fax: (845) 563-9085

## GRAIN SIZE DISTRIBUTION

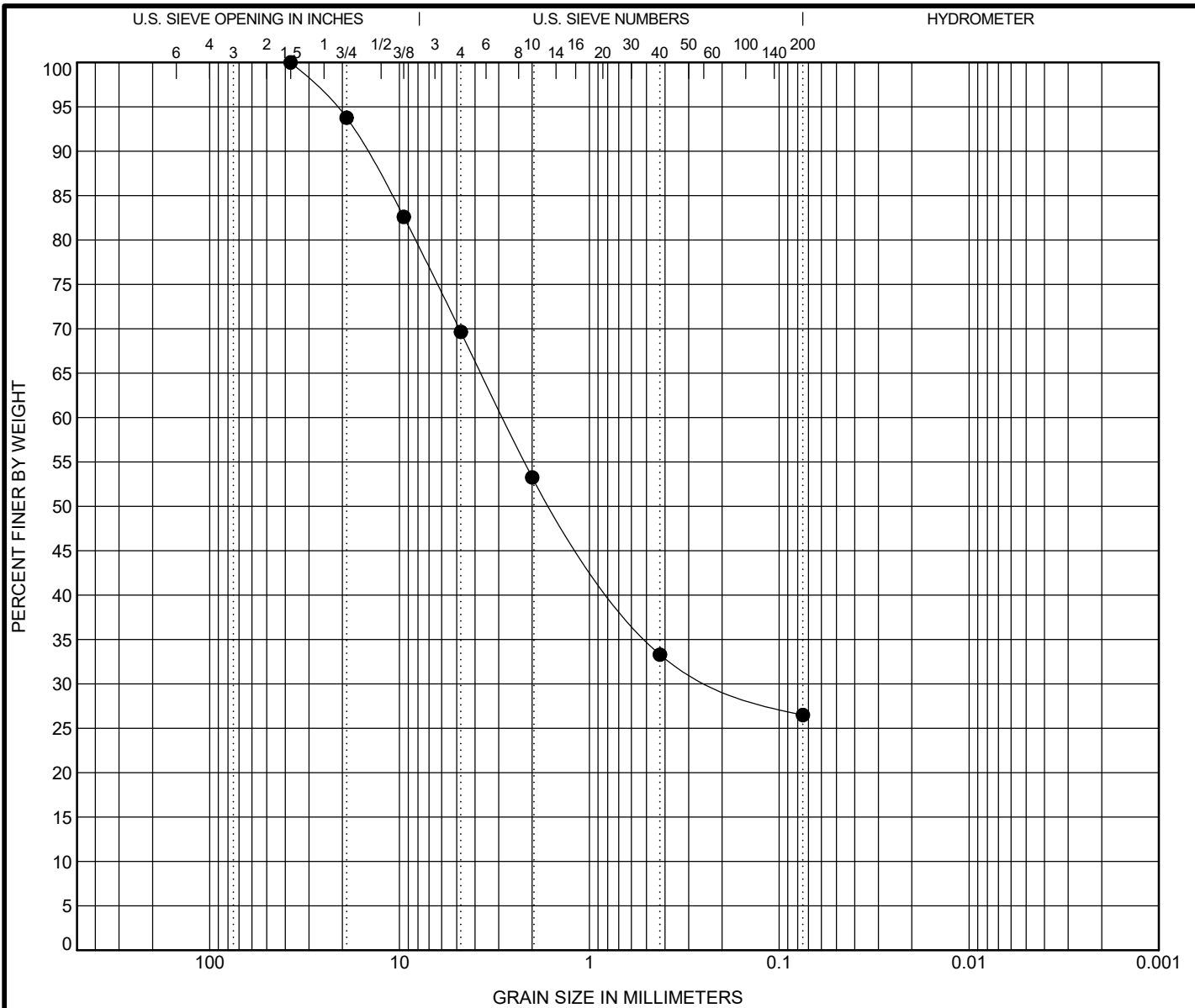
Project No: 9928.01

Date: 8/20/19

Project: Ceasars Lane WWTP Improvements

Location: New Windsor, NY





COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Sample Identification				Classification				WC%	LL	PL	PI	Cc	Cu
●	B-7	10.0	S-5	Bwn c-f Sand, some c-f Gravel, some Silt				11.4					

Sample Identification				D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay	Source of Material	
●	B-7	10.0	S-5	37.5	2.856	0.184		30.4	43.2	26.5		Boring	



280 Little Britain Road, Bldg #2  
 Newburgh, NY 12550  
 Telephone: (845) 563-9081 Fax: (845) 563-9085

### GRAIN SIZE DISTRIBUTION

Project No: **9928.01** Date: **8/20/19**  
 Project: **Ceasars Lane WWTP Improvements**  
 Location: **New Windsor, NY**

GRAIN SIZE DISTRIBUTION 9928.01.GPJ TECTONIC ENG.GDT 8/20/19



## **Point Load Strength Test**

ASTM D 5731-08

**Date:** August 19, 2019

**Project:** Ceasars Lane WWTP; New Windsor, NY

**W.O.#:** 9928.01

Boring No.	Depth (ft)	Length (in)	Diameter (in)	Diameter (mm)	Load Direction	Maximum Load (kN)	Point Load Strength Index (MPa)	Description
B-6, C-1 (A)	21 - 23.5	1.968	5.0433	128.10	Diametrical	19.78	1.205	Gy, fine grained Shale
B-6, C-1 (B)	21 - 23.5	1.975	5.068	128.73	Diametrical	21.88	1.320	
						<b>AVERAGE</b>	<b>1.263</b>	
B-10, C-1 (A)	15 - 17	1.97	11.5	292.10	Diametrical	27.15	0.318	Gy to Lt Gy Sandstone
B-10, C-1 (B)	15 - 17	1.967	5.75	146.05	Diametrical	28.19	1.322	
						<b>AVERAGE</b>	<b>0.820</b>	



[www.TectonicEngineering.com](http://www.TectonicEngineering.com)

**Tectonic**  
**MOUNTAINVILLE, NY (CORPORATE OFFICE)**  
70 Pleasant Hill Road, PO Box 37  
Mountainville, NY, 10953  
Phone: 845-534-5959  
Fax: 845-534-59993



## Exhibit C

Caesars Lane WWTP Expansion Project – Phase 2  
Overall Process Piping Plan (Reference Only)



95% PROGRESS

**HAZARDOUS MATERIAL NOTE:**  
THE SERVICES PROVIDED BY MHE, INCLUDING ALL WORK DEPICTED ON MHE PLANS, DO NOT INCLUDE SERVICES RELATED TO THE IDENTIFICATION, CONTROLS OR HANDLING OF HAZARDOUS MATERIALS, INCLUDING SUCH MATERIALS AS ASBESTOS AND LEAD PAINT. ALL TESTING, IDENTIFICATION, ABATEMENT, CONTROLS, AND HANDLING OF HAZARDOUS MATERIALS SHALL BE UNDERTAKEN BY A HAZARDOUS MATERIAL CONSULTANT AND CERTIFIED PROFESSIONALS. IF SUCH MATERIALS HAVE BEEN IDENTIFIED, CONTRACTOR WILL COMMUNICATE DIRECTLY WITH HAZARDOUS MATERIAL PROFESSIONAL FOR THE PERFORMANCE OF ANY WORK ON OR ADJACENT TO SAID MATERIALS. IF UNIDENTIFIED MATERIALS OF CONCERN ARE ENCOUNTERED WHILE UNDERTAKING THE WORK SHOWN HEREON, CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER AND OWNER, AND SHALL OBTAIN DIRECTION FROM THE HAZARDOUS MATERIAL CONSULTANT PRIOR TO THE CONTINUATION OF WORK INVOLVING SUSPECTED MATERIAL.



UNAUTHORIZED ADDITION OR ALTERATION OF THIS PLAN IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW.

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**CAESARS LANE WWTP EXPANSION PROJECT:**  
**PHASE 2**  
145 CAESARS LN.  
NEW WINDSOR, NY 12553  
FOR TOWN OF NEW WINDSOR  
555 UNION AVE.  
NEW WINDSOR, NY 12553

**OVERALL  
PROCESS  
PIPING  
PLAN**

REVISIONS		
NO.	DESCRIPTION	DATE

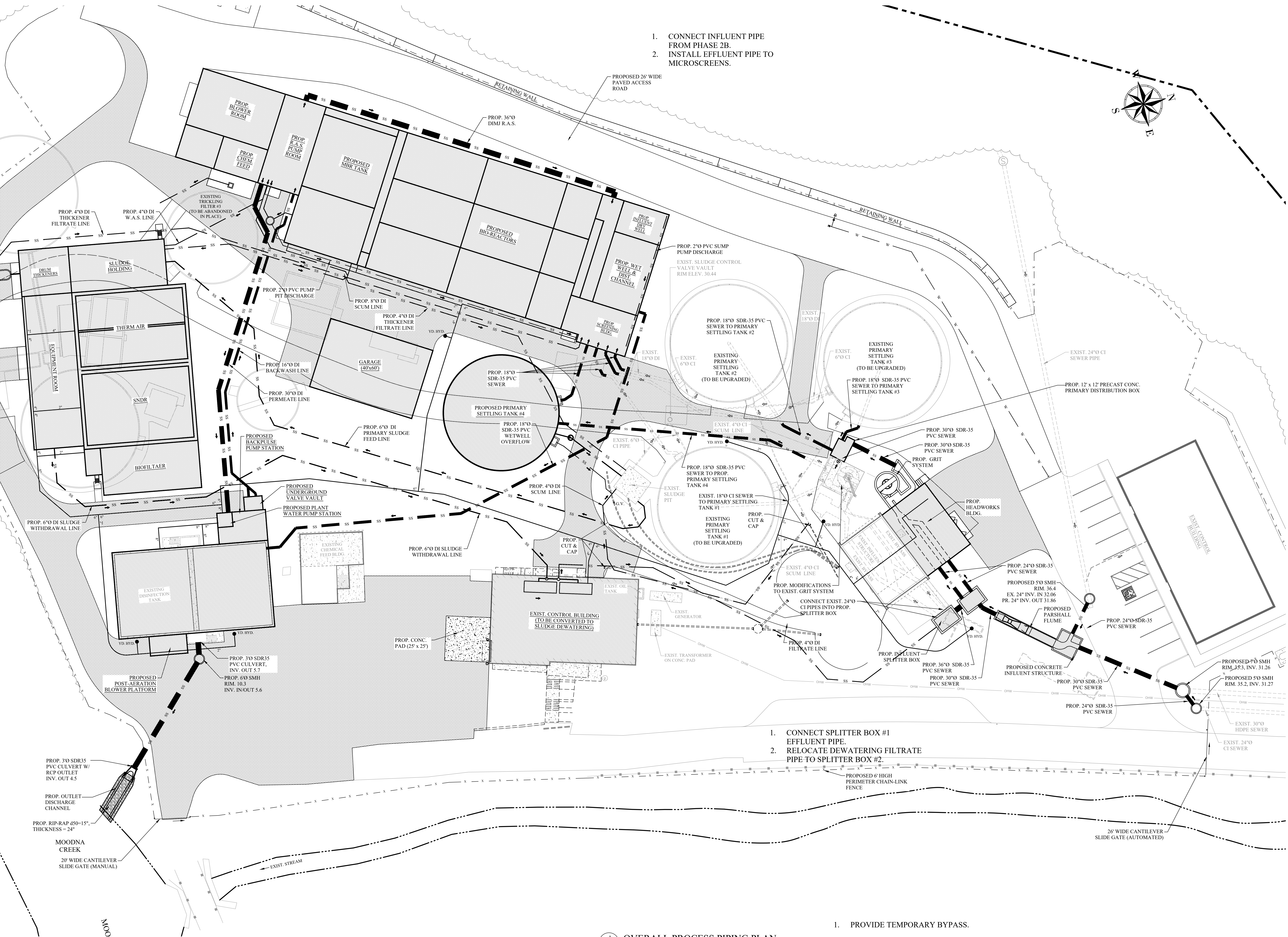
ISSUED DATE: \_\_\_\_\_  
DESIGN BY: MJS  
DRAWN BY: HPBH  
CHECKED BY: MJS, JZ  
REVIEWED BY: MJS, JZ

SHEET NO.

C-111

PROJECT # 18-732 PHASE #

1. CONNECT INFLUENT PIPE FROM PHASE 2B.
2. INSTALL EFFLUENT PIPE TO MICROSCREENS.



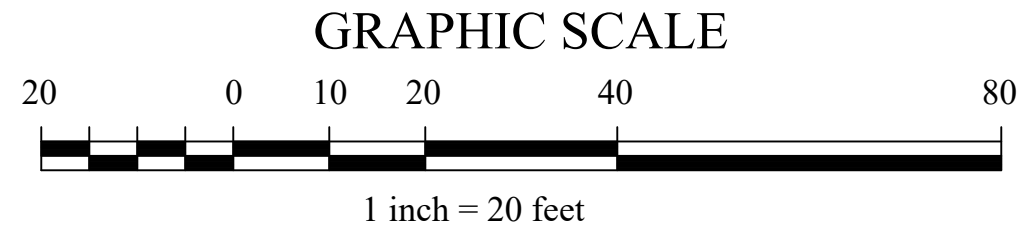
1. CONNECT SPLITTER BOX #1 EFFLUENT PIPE.
2. RELOCATE DEWATERING FILTRATE PIPE TO SPLITTER BOX #2.

1. PROVIDE TEMPORARY BYPASS.

1 OVERALL PROCESS PIPING PLAN  
SCALE: 1" = 20'

PAVEMENT LEGEND

- PROF. PAVED PAVEMENT
- EXIST. PAVED PAVEMENT TO REMAIN





## Exhibit D

# Stormwater Pollution Prevention Plan (SWPPP) for Caesars Lane WWTP Expansion Project





STORMWATER POLLUTION  
PREVENTION PLAN (SWPPP)

FOR

CAESARS LANE  
WASTEWATER TREATMENT PLANT  
EXPANSION PROJECT

TOWN OF NEW WINDSOR  
ORANGE COUNTY, NEW YORK

PREPARED FOR:  
Town of New Windsor  
555 Union Avenue  
New Windsor, NY 12553

PREPARED BY:  
MHE Engineering, D.P.C.  
111 Wheatfield Drive, Suite 1  
Milford, PA 18337

NOTE: ANY UNAUTHORIZED ALTERATION OR  
ADDITION TO THIS DOCUMENT IS A  
VIOLATION OF SECTION 7209(2) OF THE  
NEW YORK STATE EDUCATION LAW.

DATE: 21 November 2024  
JOB #: 18-732

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APPENDIX C.....	WEB SOIL SURVEY
APPENDIX D .....	SHPO LETTER
APPENDIX E .....	RAINFALL DATA
APPENDIX F .....	CALCULATIONS
APPENDIX G .....	HYDROCAD MODELING OUTPUT
APPENDIX H .....	ADS BARRACUDA PRODUCT INFORMATION
APPENDIX I.....	STREAM STATS OUTPUT
APPENDIX J. ....	BIO-RETENTION AND SWALE O&M INSPECTION CHECKLIST
APPENDIX K.....	NOTICE OF INTENT (NOI) AND MS4 ACCEPTANCE FORM
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## **1. INTRODUCTION**

The existing Town of New Windsor Wastewater Treatment Plant (WWTP) is located at 145 Caesars Lane, New Windsor, New York. An expansion project for the plant is proposed to increase the permitted wastewater rate from 5 million gallons per day (MGD) to 8 MGD. The expansion project will include the demolition of existing buildings and wastewater treatment equipment and the construction of new buildings, wastewater treatment equipment and site roads. The demolition of the existing outfall and the construction of a new outfall to the Moodna River will also be constructed. A site plan for the proposed project is presented in Appendix A.

This Stormwater Pollution Prevention Plan (SWPPP) has been prepared by MHE Engineering, to address both Phase 1 and Phase 2 of the construction activities at the Town of New Windsor Caesars Lane Wastewater Treatment Plant. The intention of this report is to show compliance with the requirements with the NYSDEC stormwater regulations for construction as presented in the General permit number GP-0-20-001. The general permit is presented in Appendix B. This project is considered a redevelopment project with respect to the NYSDEC stormwater regulations. The proposed redevelopment and associated stormwater management features have been incorporated into the site design with the overall objective to address water quality volume requirements, runoff reduction requirements, stormwater quantity requirements and erosion and sediment control requirements.

## **2. GENERAL SITE INFORMATION**

The Town owns three parcels of land which make up the WWTP Site and total 45.1 acres in size. The Site is bordered to the South by the Moodna Creek, the West by a residential area, the North by Caesars Lane, and to the East by a tributary to the Moodna and industrial uses. The Waste Water Treatment plant improvements are proposed in two phases as follows:

### **2.1. Phase 1 Scope of Work**

The construction activities included in Phase 1 consist of the following:

- Construction of the new Control Building and parking lot.
- Construction of a retaining wall behind the new Control Building.
- Construction of a bypass swale and a stormwater basin that will be converted into a bio basin during Phase 2. (Phase 1 does not include construction of the underdrain, planting soil, or plantings of the future Bio-basin #1).



Phase 1 will require the use of erosion and sediment controls measures during construction. Permanent stormwater management features including three bio basins and proprietary stormwater management devices will be installed during Phase 2.

## 2.2 Phase 2 Scope of Work

The construction activities included in Phase 2 consist of the following:

- Construction of multiple wastewater treatment process buildings and process interconnections.
- Construction of retaining wall and stormwater bypass swales.
- Construction of additional parking lots and site roadways.
- Construction of a new Garage.
- Abandonment of outfall stormwater piping (Refer to Appendix A for extent of piping).
- The construction of a new outfall
- Construction of permanent stormwater features including three Bio Retention basins and proprietary treatment equipment installation.

## 2.3 Topography and Soils

In general, the site slopes from North to South towards the Moodna Creek. The site contains areas identified as being within the FEMA 100-year flood plain. The flood elevation varies from 11 to 12 feet within the project area.

Existing soils data was gathered utilizing the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) - Web Soil Survey (WSS) online application. The Soil Survey for Orange County, New York shows that the project area consists of A and D type soils primarily including MdB (Mardin, Gravelly silt loam, 3 to 8 % slopes, Hydrologic Soil Group D), HoD (Hoosic gravelly sand loam, 15 to 25% slopes, Hydrologic Soil Group A), and OVE (Otisville and Hoosic Soils, steep, Hydrologic Soil Group A). The web soil survey output is included for reference as Appendix 'C'.

## 2.4 Wetlands, Existing Outfall Demolition and Environmental Resources

There are no wetlands on the project site in the vicinity of the existing wastewater treatment plant or the proposed expansion area.

However, as part of the existing outfall abandonment activities included in the Phase 2 construction, NYSDEC wetlands, will be disturbed. The abandonment of the outfall stormwater piping involves the removal of manhole grates and concrete risers as well as a section of the outfall piping. The areas where abandonment and removal take place will be backfilled and restored with topsoil to grade and seeded to achieve stabilization. Associated permits granted by the NYSDEC have been included



in Appendix M for the work within wetlands and stream crossings as shown on Figure 6 in Appendix A.

The project site is located in a New York State Department of State (NYSDOS) Coastal Resource area. The project must comply with NYS Department of State requirements involving coastal consistency determination.

The project site borders the Moodna Creek to the south, a Class C stream in accordance with the NYSDEC. The project site also borders a tributary to the Moodna on the east side of the project site, which is also a Class C stream. Permits for work within the bed or banks of a Class C stream are not required from New York State. The project site has proposed discharges to both the Moodna and the tributary.

## 2.5 Archaeology and Historic Preservation

A site specific web-based review conducted using the New York State Department of Environmental Conservation (NYSDEC) Environmental Resource Mapper (ERM) was utilized to determine the potential impact on archeological sites within the limits of disturbance. The Environmental Assessment Form (EAF) summary report provided by the ERM interactive mapping application indicated that the proposed actions would potentially impact archeological sites in vicinity of the project area. Therefore, the New York State Historic Preservation Office (SHPO) was contacted by our office. The letter received from SHPO is included in Appendix D and determined no impacts would be made to archeological sites.

## 3. **STORMWATER ASSESSMENT AND METHODOLOGY**

### 3.1 Permit Requirements

A stormwater assessment was performed in accordance with NYSDEC General Permit No. GP-0-20-001. A copy of the general permit is provided as Appendix B.

The project has been designed with the following stormwater management objectives:

- Provide sufficient water quality and runoff reduction volume treatment practices to meet performance criteria as outlined in the 2024 NYS Stormwater Management Design Manual.
- Address Channel Protection Volume
- Address quantity control for site
- Select appropriate temporary and permanent erosion and sedimentation control measures.

### 3.2 Rainfall

The precipitation values for the 1-year, 10-year and 100-year, 24-hour storms for the Town of New Windsor, Orange County, New York were obtained from the Extreme Precipitation Database created



by the Cornell University (refer to Appendix E). The rainfall amounts for the project area used in design areas are as follows: 1-year design storm is 2.6 inches, 10-year design storm is 4.75 inches and 100-year design storm is 8.49 inches.

### 3.3 Design Process

In order to fulfill the objectives listed above, the NYSDEC five-step process approach was utilized as follows:

#### ***Step 1 – Site Planning to Preserve Natural Features and Reduce Impervious Cover***

Site planning was conducted for the project area with the intention of limiting clearing and grading and subsequent redevelopment of impervious areas by providing the minimum amount of road, driveway, foundation, utilities and stormwater management facilities needed to successfully capture and treat stormwater runoff. Goals for protection of natural features include consideration of environmentally sensitive areas including the Moodna Creek.

#### ***Step 2 – Calculation of Water Quality Volume (WQv)***

This project is a redevelopment project with an increase in impervious surface. In accordance with the NYSDEC Stormwater Design Manual, this redevelopment project requires that 25% of the WQv from the existing impervious surface and 100% of the new additional impervious surface of the WQv to be treated. The NYSDEC Worksheets (2024 GI worksheets) were utilized to determine the WQv for each area based on the area of impervious cover, hydrologic soil groups located on-Site, and a 90% rainfall event of 1.4 inches.

#### ***Step 3 – Incorporation of Runoff Reduction Techniques and Standard Stormwater Management Practices (SMPs) with Runoff Reduction (RRv) Capacity***

The required runoff reduction volume (RRv) was calculated for the proposed site conditions using the NYSDEC Worksheets.

#### ***Step 4 – Use of Standard SMPs, Where Applicable, to Treat the Portion of WQv Not Addressed by Runoff Reduction Techniques and Standard SMPs with RRv Capacity.***

Three bio-retention basins were designed to provide water quality volume and runoff reduction volume.

#### ***Step 5 – Design of Volume and Peak Rate Control Practices Where Required***

Peak rate was addressed by downstream analysis.



### 3.4 Planning for Green Infrastructure

In accordance with Section 5 - Green Infrastructure Practices of the NYS Stormwater Management Design Manual, the proposed project has been designed to incorporate recommended planning practices in the following manner:

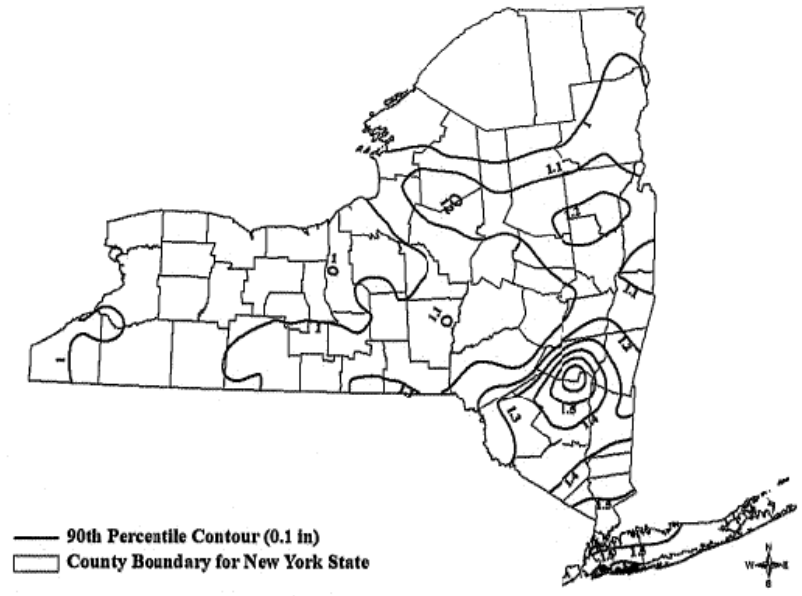
Planning Practices for Preservation of Natural Features and Conservation	
Practice	Description
Preservation of Undisturbed Areas	Site disturbance was minimized and the preservation of vegetation along the Moodna will be maintained.
Reduction of Clearing and Grading	Clearing limits and grading were minimized to the extent practical.
Locating Development in Less Sensitive Areas	The majority of the redevelopment will take place in already developed areas.
Open Space Design	Gravel roads and surfaces were utilized in many areas instead of asphalt pavement.
Soil Restoration	Soil restoration technologies will be utilized during construction.

### 3.5 Water Quality Volume

The Water Quality Volume (WQv) was designed in accordance with the 2015 NYS Stormwater Management Design Manual for a redevelopment site with more impervious surface in the proposed condition than the existing condition. The WQv requirements for this redevelopment design include providing 25% of the required WQv for the existing impervious surface and 100% of the WQv for the additional impervious surface.

The WQv calculation utilizes the ninety percent (90%) storm also referred to as the water quality volume storm. The following figure (Figure 4.1 of NYS Stormwater Management Design Manual) was utilized to determine the precipitation for the 90th percentile rainfall event. A precipitation (P) of 1.4-inch was used for the water quality volume calculations for the project site.





To calculate the WQv, the following formula was used:

$$WQv = \frac{P \times R_v \times A}{12}$$

Where:

WQv = Water Quality Volume (in acre-feet)

P = 90% Rainfall Event Number (1.4")

Rv = 0.05 + 0.009(I), where I is Percent Impervious Cover

A = Site Area in Acres (Contributing Area)

The WQv calculations for this redevelopment design are presented in Appendix F.

### 3.6 Runoff Reduction Volume

The NYSDEC stormwater regulations intend for the project design to include Runoff Reduction Volume (RRv) techniques to reduce the entire WQv by the application of green infrastructure features. Since this is a redevelopment project, it should be noted that RRv is not required for the existing conditions impervious surface. However, 100% of the RRv is required for the additional impervious surface. Runoff reduction is an attempt to replicate pre-development hydrology through infiltration, groundwater recharge, reuse, recycle or evaporation. This requirement can be obtained by the application of on-site green infrastructure techniques and standard stormwater management practices that also have runoff reduction capacity. The proposed Bio-basins used in the design provide the original RRv for the project site.

If the entire WQv cannot be addressed by RRv techniques, the minimum RRv volume must be provided in the design. The required minimum runoff reduction volume was calculated in accordance with the NYSDEC requirements for the project area. RRv calculations are included in Appendix F.

To calculate the minimum RRv, the following formula was used:

$$RRv_{min} = P \times R_v \times A_{ic} \times S$$



Where,

$P=1.4$  Inches

$R_v = 0.05 + 0.009(I)$ , where  $I$  is Percent Impervious Cover (100%)

$A_{ic}=1.5$  Acres (Total area of new Impervious surface)

$S$ =Hydrologic Soil Group Value (D soils =0.20)

A summary of the WQv required, WQv provided, minimum RRv required, and RRv provided are shown in the table below:

	Existing Impervious	Proposed Additional Impervious	Total
WQv Required	3,108.00 Ft <sup>3</sup>	7,905.00 Ft <sup>3</sup>	11,013.00 Ft <sup>3</sup>
WQv Provided	-	-	15,417 Ft <sup>3</sup>
Minimum RRv Required	N/A	1,323 Ft <sup>3</sup>	1,323 Ft <sup>3</sup>
RRv Provided	-	2,296 Ft <sup>3</sup>	2,296 Ft <sup>3</sup>

The RRv provided by the biobasins exceed the minimum required RRv. Therefore, all NYSDEC requirements for WQv and RRv have been met.

### 3.6.1 Bypass Swales

To reduce the total volume of water which must be treated, three bypass swales are proposed to capture water before it reaches the developed portion of the Site. Each bypass swale carries water to a pipe which discharges the water to either the Moodna or adjacent stream along the eastern boundary of the Site. These bypass swales can be found in the HydroCad model included as Appendix G.

## 3.7 Post Construction Stormwater Management Practices

### 3.7.1 Bioretention Basins

Multiple practices were considered when selecting post stormwater management for the Site. Ultimately, due to site-specific limitations, including topography and proximity to the Moodna Creek, the use of filtering bio-retention basins were selected for the project. Three bio-basins were used in the design. All three bio-retention basins were designed in accordance with Section 6.4 (Stormwater Filtering Systems) of the 2024 NYS Stormwater Management Design Manual.

The soil media filters in each bio-basin were designed with a thickness of 2.5-feet with a soil permeability rate of 1ft/day in accordance with recommendation of the 2024 NYSDEC design manual. In general, each of the basins were designed with an orifice 6" above the basin and with a horizontal



grate to pass higher flows. The bio-retention basins are shown on the project plans provided as Appendix A and modeled in HydroCAD presented in Appendix G.

### 3.7.2 Proprietary Devices

To work within the limited amount of space and meet the required WQv requirement, three proprietary devices are proposed to be installed to treat the existing impervious areas. The ADS Barracuda is proposed at all locations. The ADS Barracuda is a hydrodynamic separator which removes total suspended solids and can handle high flowrates. Product information for the ADS Barracuda can be found in Appendix H. These devices were sized based on flowrates generated during the water quality volume design storms and are shown on the proposed drainage area figures included in Appendix F.

### 3.8 Channel Protection Volume

The need for Channel Protection Volume was evaluated at the site. In accordance with the 2024 NYSDEC Stormwater Design Manual, sites that directly discharge to tidal waters are exempt from the requirement of Channel Protection Volume. Since the Moodna is tidal at the project site, Channel Protection Volume is not required.

### 3.9 Overbank and Extreme Flood (10 yr and 100 yr Storms)

The project site is directly adjacent to the Moodna River and within a mile of its discharge point into the Hudson River. The Moodna River has a drainage area of 170 square miles at the project site. Due to the site's proximity to the Moodna, "downstream analysis" was utilized to address the quantity requirements for the 10 year and 100 year storm events. Downstream analysis allows a 5% increase in peak flow as long as downstream structures are not affected.

The USGS Stream Stats program was utilized to develop flows in the Moodna River at the project site (refer to Appendix I for Stream Stats results). As shown in the Stream Stats program, the 10-year peak rate in the Moodna at the project site is 6,200 cfs. The 100-year peak rate flow in the Moodna as obtained from Stream Stats is 11,700 cfs. In consideration of the nominal increases from the project areas which will occur much sooner than the peak rate in the Moodna, the site quantity control requirements have been met.

## **4. EROSION AND SEDIMENTATION CONTROL**

### 4.1 Erosion and Sedimentation Control Practices

Erosion and sediment control measures will be implemented during construction to minimize soil erosion and control offsite transport of sediment laden runoff during construction. The Erosion and Sediment Control Plans, included in the separately bound project plan set, have been designed in



accordance with the NYSDEC requirements. However, the contractor, sub-contractors and operators need to be proactive in addressing erosion and sediment control issues as they arise during construction. The actual construction activities, timing, sequencing, rainfall events and weather conditions all affect erosion and sediment control issues and are beyond the control of the designer. The contractor, sub-contractors, and operators shall implement additional measures as necessary to mitigate erosion and sediment control issues if they arise.

If assistance is required with the implementation of additional erosion control measures, contact the designer immediately. The following erosion and sedimentation (E&S) control practices were selected for the project.

#### Construction Entrance

Construction entrances will be constructed and stabilized prior to any earth moving being initiated on site. The entrance shall consist of AASHTO #1 rock compacted to a minimum depth of eight inches (8") placed on non-woven geo-textile fabric. A construction entrance detail is provided for reference on the Erosion and Sedimentation Control plan. The construction entrance is to be maintained until the site is stabilized.

#### Compost Filter Sock

Subsequent to the installation of construction entrance(s), compost filter socks are to be installed as shown on the Erosion and Sedimentation Control plans to mitigate sediment from being transported off-site. Additional compost filter socks are to be installed around the topsoil stockpile and other areas as shown on the Erosion and Sedimentation Control plans. Filter socks specifications shall be in accordance with Table 5.1 of the NYS Standards and Specifications for Erosion and Sediment Control manual (November 2016) or an acceptable equal. All filter socks shall remain in place and be maintained for the duration of the project.

#### Stockpile

Stockpiles will be developed in the locations indicated on the E & S Control Plan. Stockpiles are to be protected by utilizing compost filter socks around the proposed pile in order to mitigate the potential of sediment migration downstream.

#### Temporary Surface Stabilization

Areas that may be disturbed multiple times during construction are to be temporarily stabilized through the use of temporary mulch and/or seed application as directed by the Engineer. Areas remaining destabilized for a period greater than five (5) days during construction operation shall be temporarily stabilized or as directed by the Engineer. Temporary mulch and seed shall meet the requirements of the provided specifications.



### Steep Slope Stabilization

Jute matting is to be installed on steep slopes as shown on the Erosion and Sedimentation Control plan and other areas as needed to enhance soil stabilization. Jute matting is to be installed parallel with direction of flow and in accordance with the manufacturer's recommendation.

### Permanent Surface Stabilization

All areas will be stabilized by seeding, fertilizing and mulching in order to achieve permanent surface stabilization. This stabilization shall be executed as specified in the sequence of construction. Seeding, fertilizing and mulching should be performed in accordance with the specifications provided on the Erosion and Sedimentation Control plan. Temporary seeding shall be utilized in the event that site grading operations are interrupted due to weather or other site conditions.

### Dust Control

Airborne dust resulting from construction activities shall be monitored and minimized by utilizing a water truck on site in order to suppress dust from becoming airborne if and when necessary. Frequency of water placement for dust suppression shall be determined based on current site conditions and weather.

## **5. OPERATION AND MAINTENANCE**

All of the biobasins, catch basins, and vegetated swales will be maintained in accordance with the NYSDEC SMP Management (2017) Guidance document. This includes general housekeeping, landscaping and clearing of overgrowth, and maintenance of the filter media and outlet structures. This is to prevent clogging, erosion, and other issues which render the stormwater management practices less effective over time. The ADS Barracuda units shall be maintained as recommended by the manufacturer. Inspection requirements and O&M requirements are presented in Appendix J.

## **6. NOI, MS4, AND CONTRACTORS CERTIFICATION**

A completed Notice of Intent (NOI) and MS4 acceptance forms are included in Appendix K. The NOI and MS4 acceptance forms must be submitted to the NYSDEC prior to earth disturbance activities. The submission to the NYSDEC is required a minimum of 5 days prior to earth disturbance if it is filed electronically, or a minimum of 10 days prior if a paper copy is mailed to the NYSDEC. A copy of the NOI, NOI acknowledgment letter, MS4 acceptance form, SWPPP, and inspection reports must be kept onsite during construction until all disturbed areas have achieved final stabilization and a Notice of Termination (NOT) have been submitted to the NYSDEC. Additionally, each contractor and all subcontractors for the project shall prepare and sign a copy of the Contractor's Certification Statement presented in Appendix L.



## **7. CONCLUSION**

The project has been designed in accordance with the requirements of the NYSDEC GP-0-20-001. The site includes stormwater management features to meet the water quality, runoff reduction and meets the quantity control requirements. Additionally, the project includes erosion and sediment control measures to be implemented during construction and addresses post construction maintenance.

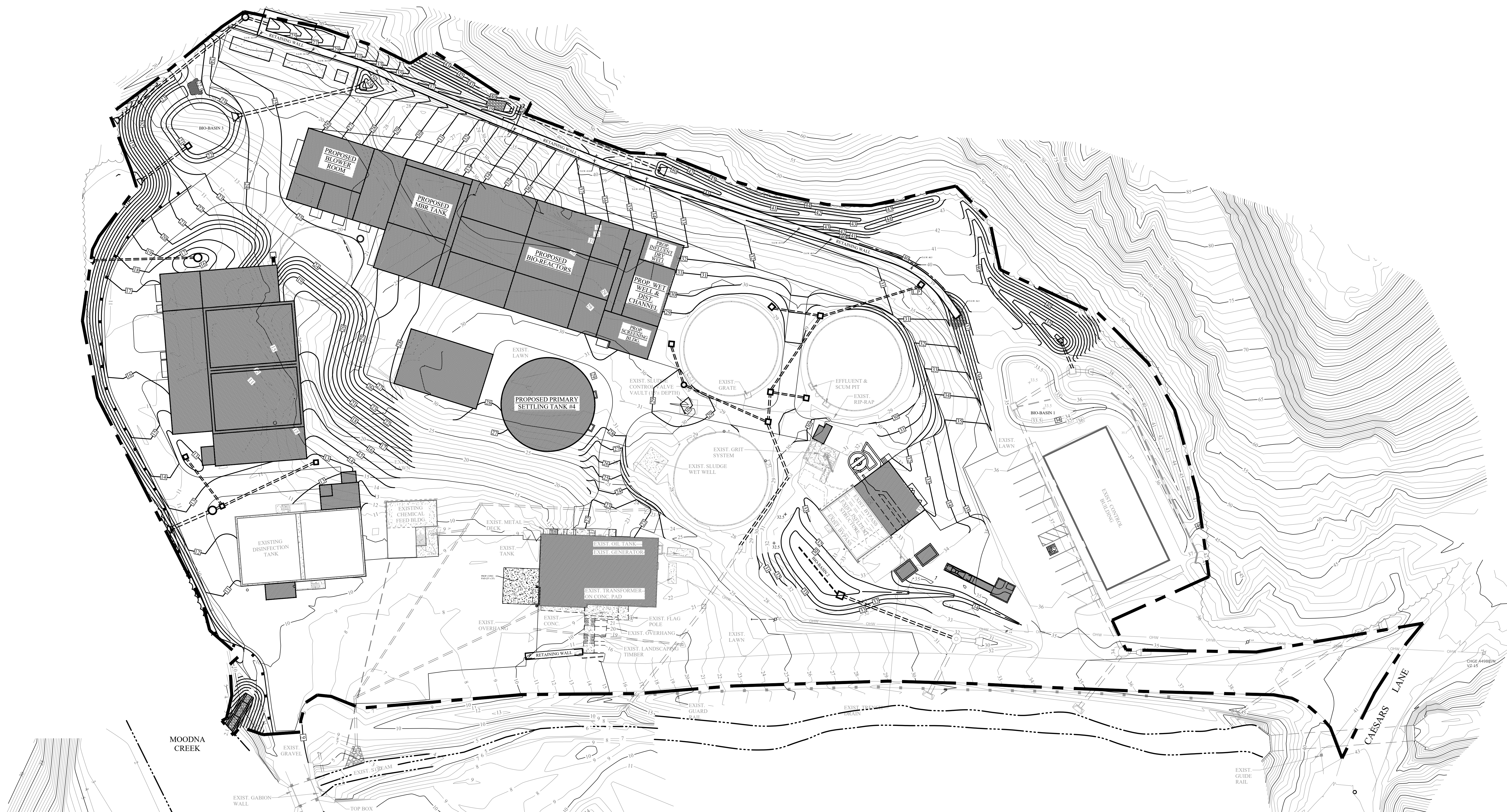


## Appendix A

### PROJECT SITE PLANS

- A.1 Overall Project Site Plan
- A.2 Existing Conditions Study Plan
- A.3 Proposed Conditions Study Plan
- A.4 Proposed Drainage Area Map
- A.5 Existing Plant Outfall System Map
- A.6 Existing Outfall Abandonment Plan and Details
- A.7 Phase 1 Site Plan
- A.8 Phase 1 Proposed Control Building Site Plan
- A.9 Phase 1 Existing Control Building Site Plan



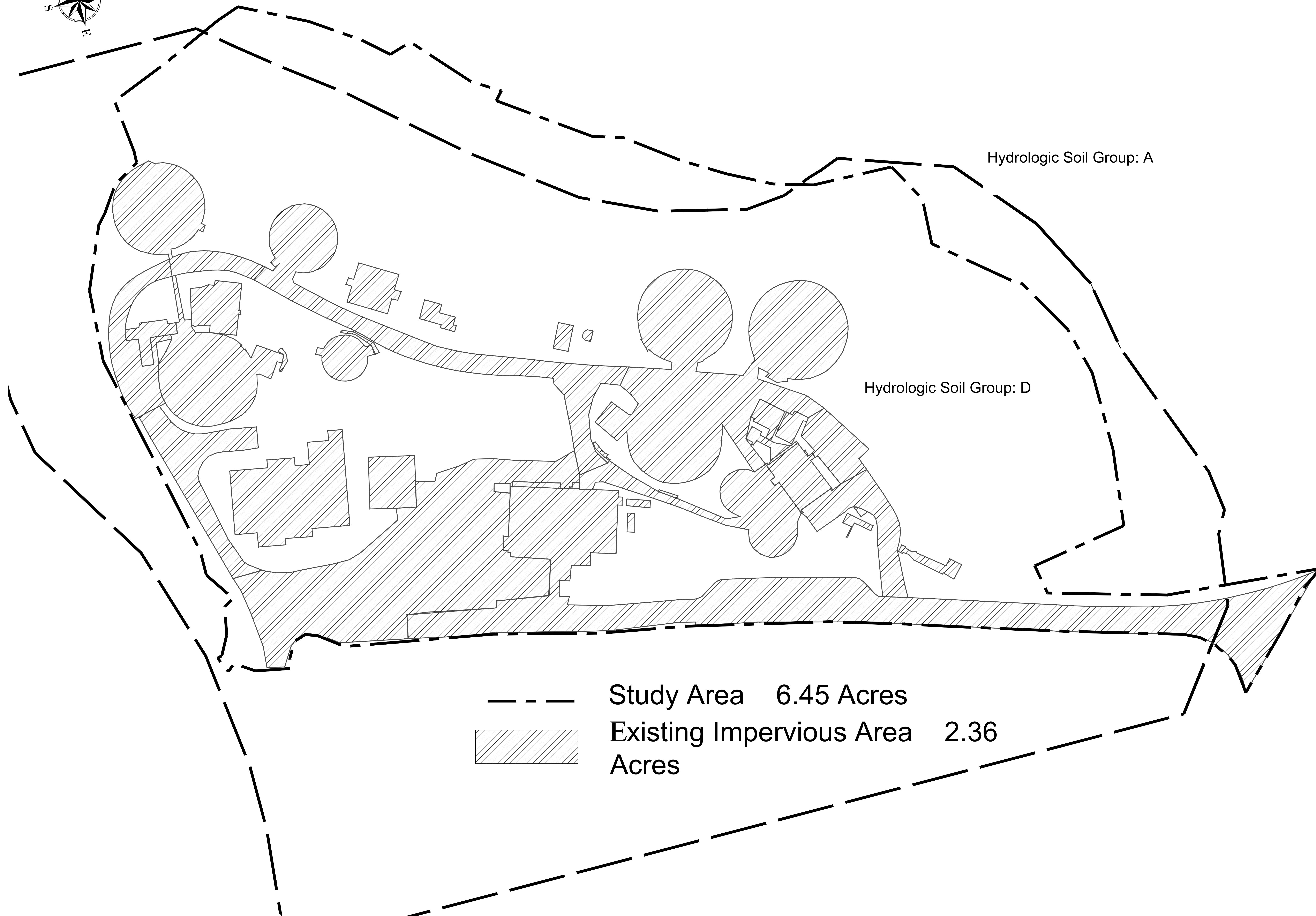
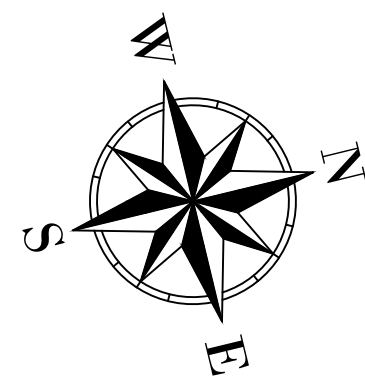


**GRAPHIC SCALE**

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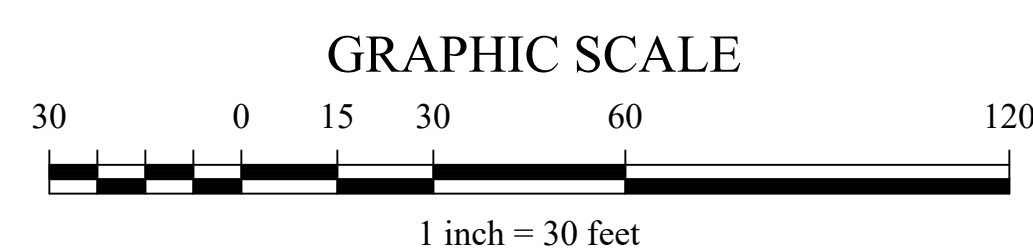
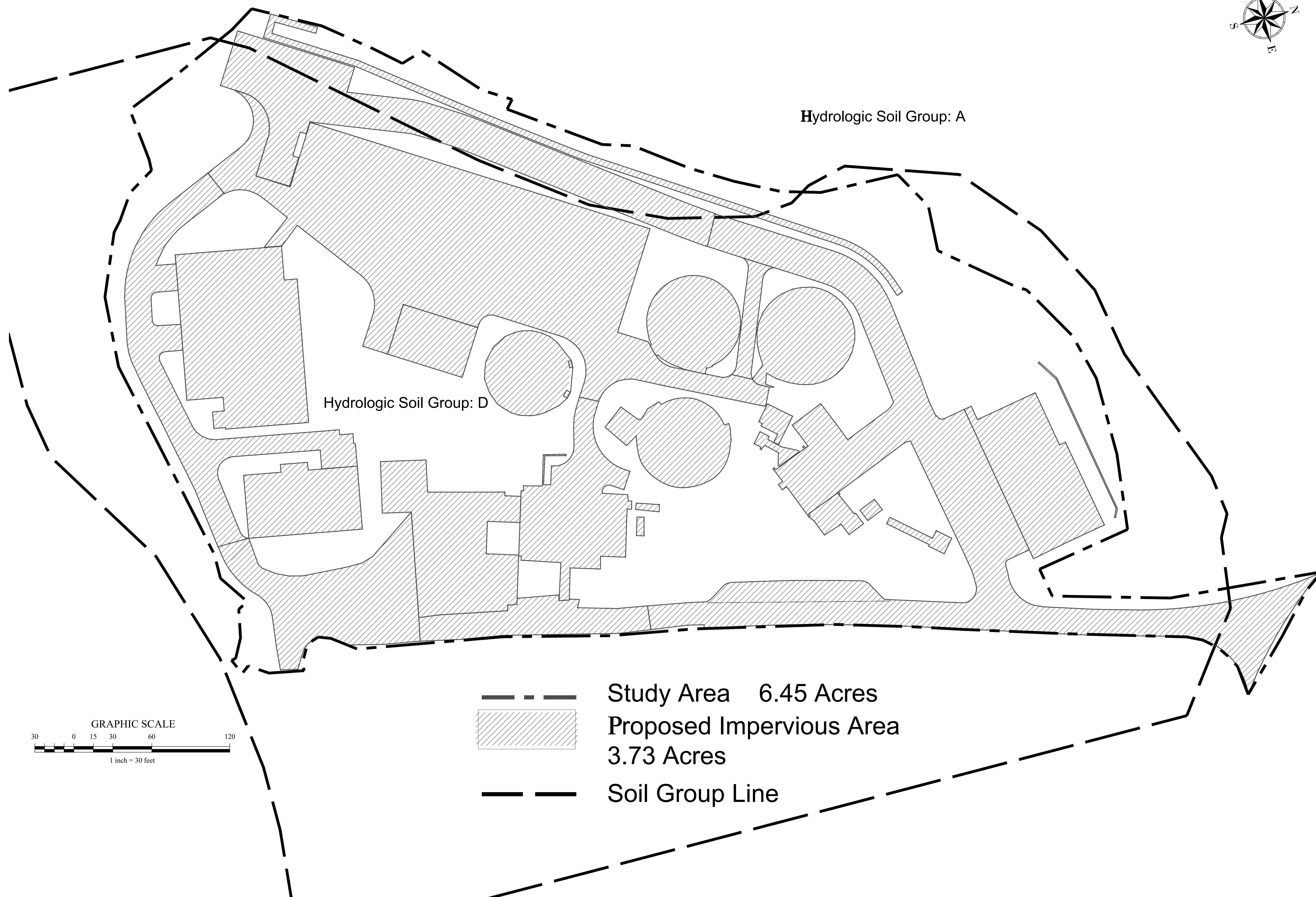
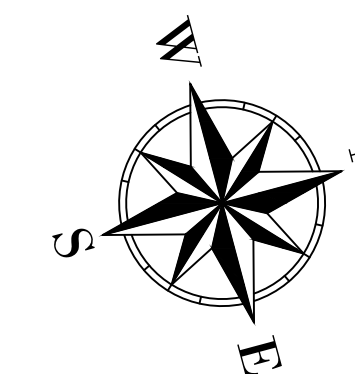
1 inch = 30 feet





EXISTING CONDITIONS  
CAESAR'S LANE WATER TREATMENT PLANT IMPROVEMENT  
PROJECT  
9-05-24

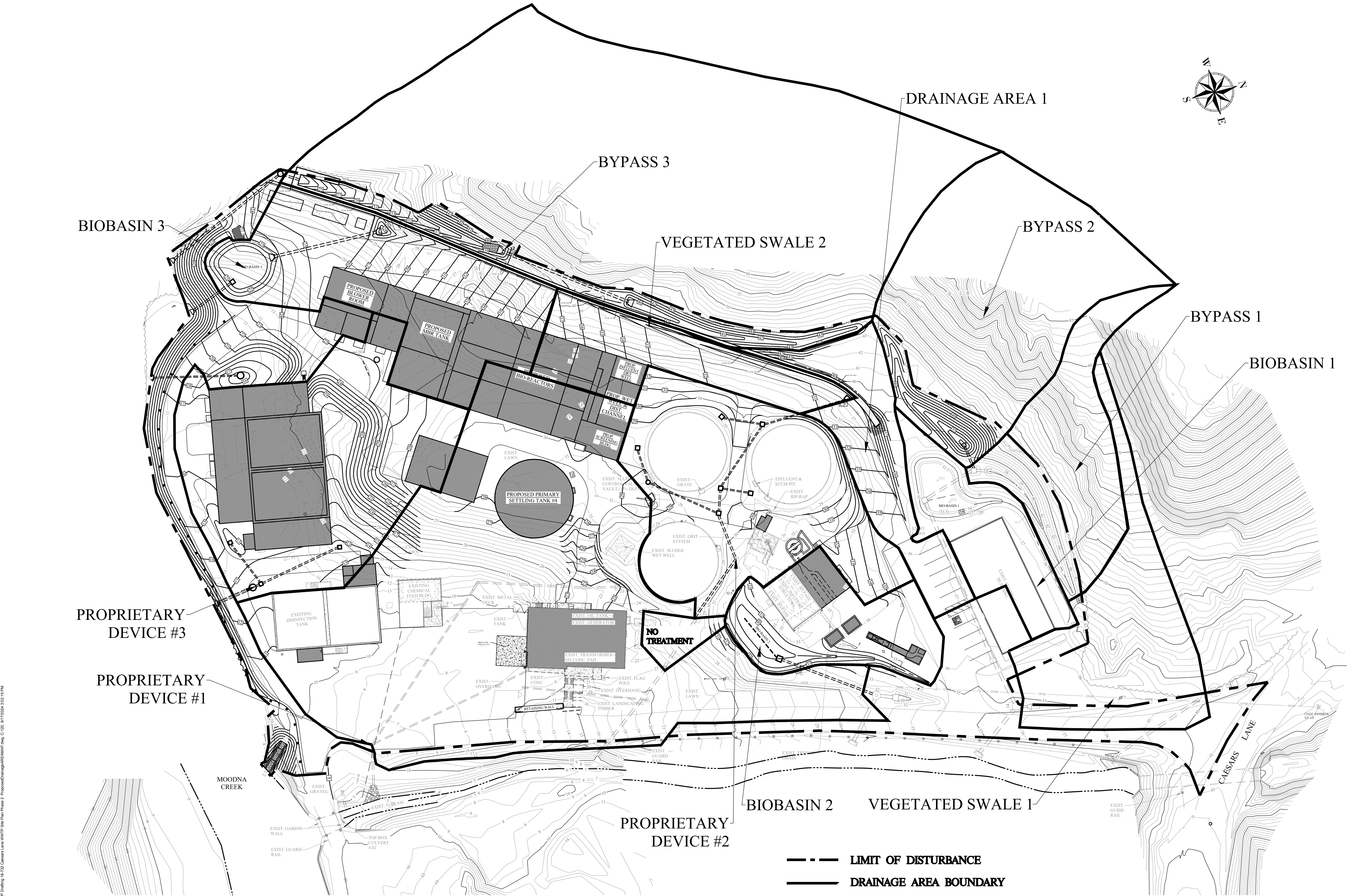




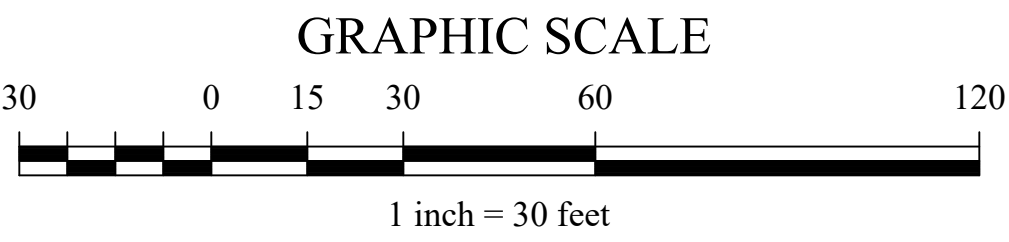
PROPOSED CONDITIONS  
CAESAR'S LANE WATER TREATMENT PLANT IMPROVEMENT  
PROJECT  
9-05-24



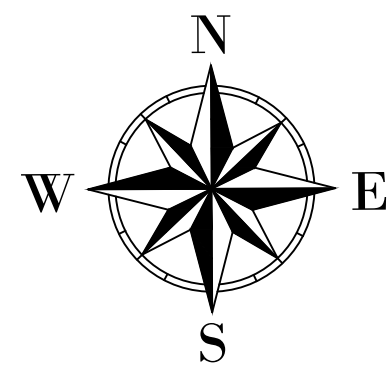
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PROPOSED DRAINAGE AREA MAP  
CAESAR'S LANE WATER TREATMENT PLANT IMPROVEMENT  
PROJECT  
9-05-24







**MHE**  
ENGINEERING

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(845) 567-3100 (870) 296-2765

95% PROGRESS

**HAZARDOUS MATERIAL NOTE:**  
THE SERVICES PROVIDED BY MHE, INCLUDING ALL WORK DEPICTED ON MHE PLANS, DO NOT INCLUDE SERVICES RELATED TO THE IDENTIFICATION, CONTROLS OR HANDLING OF HAZARDOUS MATERIALS, INCLUDING SUCH MATERIALS AS ASBESTOS AND LEAD PAINT. ALL TESTING, IDENTIFICATION, ABATEMENT, CONTROLS, AND HANDLING OF HAZARDOUS MATERIALS SHALL BE UNDERTAKEN BY A HAZARDOUS MATERIAL CONSULTANT AND CERTIFIED PROFESSIONALS. IF SUCH MATERIALS HAVE BEEN IDENTIFIED, CONTRACTOR WILL COMMUNICATE DIRECTLY WITH HAZARDOUS MATERIAL PROFESSIONAL FOR THE PERFORMANCE OF ANY WORK ON OR ADJACENT TO SAID MATERIALS. IF UNIDENTIFIED MATERIALS OF CONCERN ARE ENCOUNTERED WHILE UNDERTAKING THE WORK SHOWN HEREON, CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER AND OWNER, AND SHALL OBTAIN DIRECTION FROM THE HAZARDOUS MATERIAL CONSULTANT PRIOR TO THE CONTINUATION OF WORK INVOLVING SUSPECTED MATERIAL.

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EXPANSION PROJECT:  
PHASE 1**  
145 CAESARS LN.  
NEW WINDSOR, NY 12553  
FOR TOWN OF NEW WINDSOR  
555 UNION AVE.  
NEW WINDSOR, NY 12553

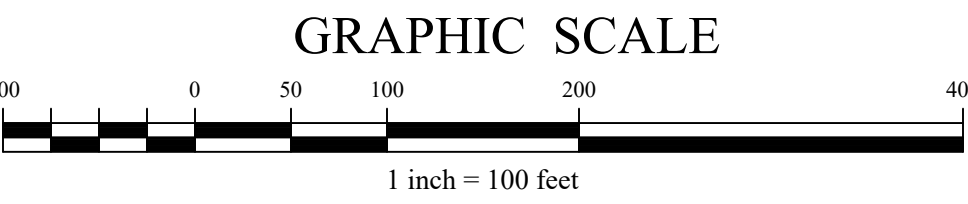
**EXISTING PLANT  
OUTFALL SYSTEM  
MAP**

REVISIONS		
NO.	DESCRIPTION	DATE

ISSUED DATE:	
DESIGN BY:	QMM
DRAWN BY:	JRJ
CHECKED BY:	MJS
REVIEWED BY:	MJS, JZ

SHEET NO.  
**5**

PROJECT # 18-732      PHASE #





95% PROGRESS

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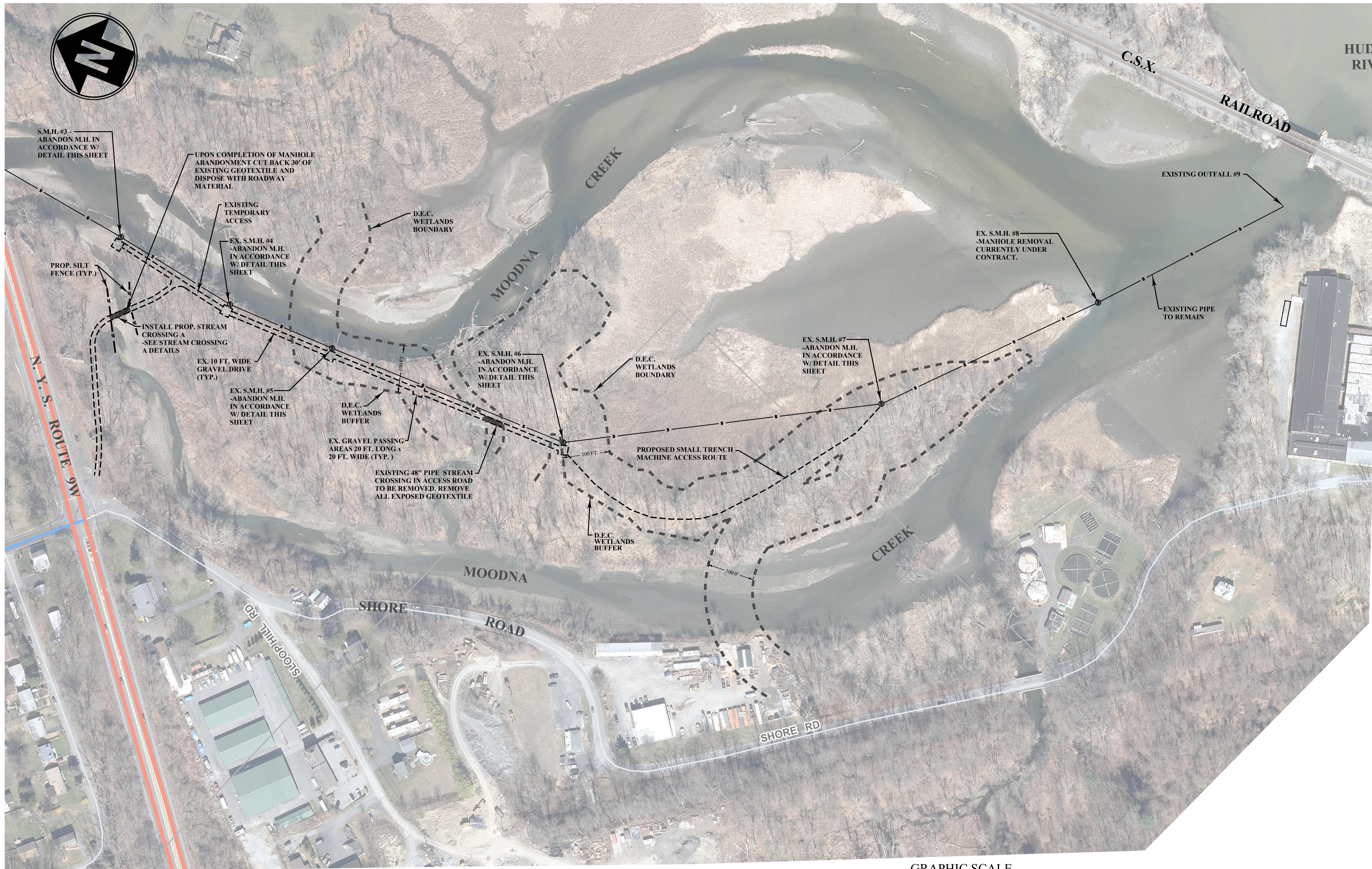
## EXISTING OUTFALL ABANDONMENT PLAN AND DETAILS

REVISIONS		
NO.	DESCRIPTION	DATE

ISSUED DATE:  
DESIGN BY: **NRMS**  
DRAWN BY: **CHSHU**  
CHECKED BY: **NRMS/JZ**  
REVIEWED BY: **NRMS/JZ**  
SHEET NO.

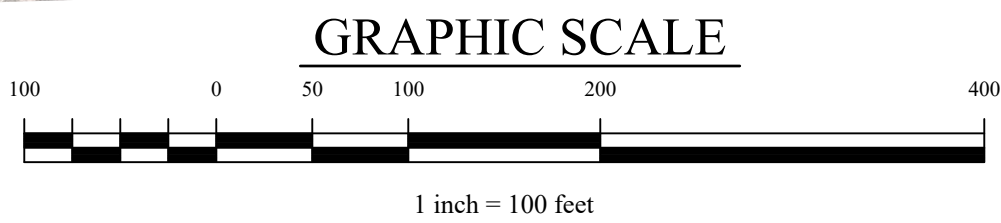
6

PROJECT # 18-732 PHASE #



### EXISTING OUTFALL ABANDONMENT PLAN

SCALE: 1" = 100'



#### NOTES:

- CUT BACK ALL GEOTEXTILE MATERIAL 30' MIN. FROM EMBANKMENTS.
- RE-SEED ALL DISTURBED AREAS WITH WETLAND SEED MIXTURE.

#### LEGEND:

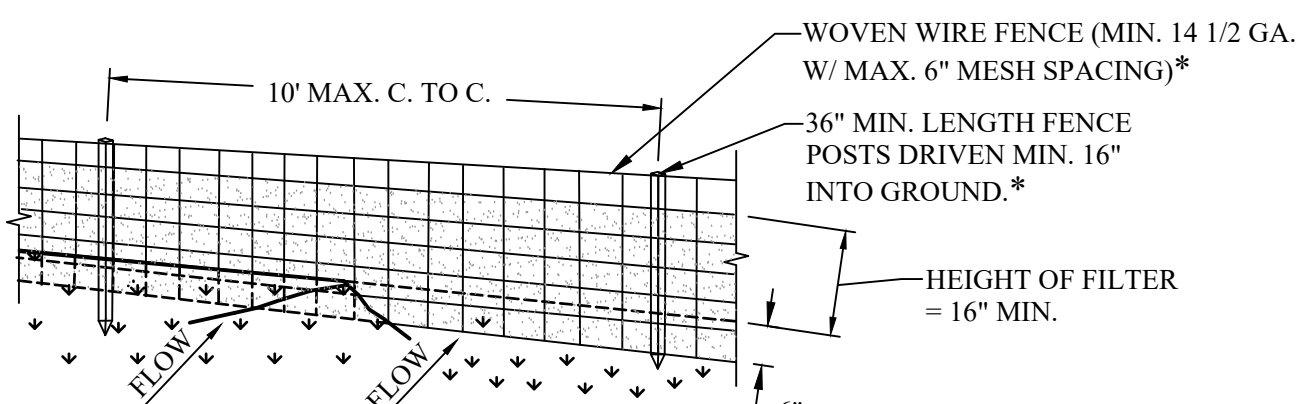
- WETLAND DELINEATED JUNE 26, 2012
- WETLAND DELINEATED NOVEMBER 15, 2018
- WETLAND 100 FT. BUFFER
- STAKED HAYBALES
- SILT FENCE

#### EROSION CONTROL NOTES:

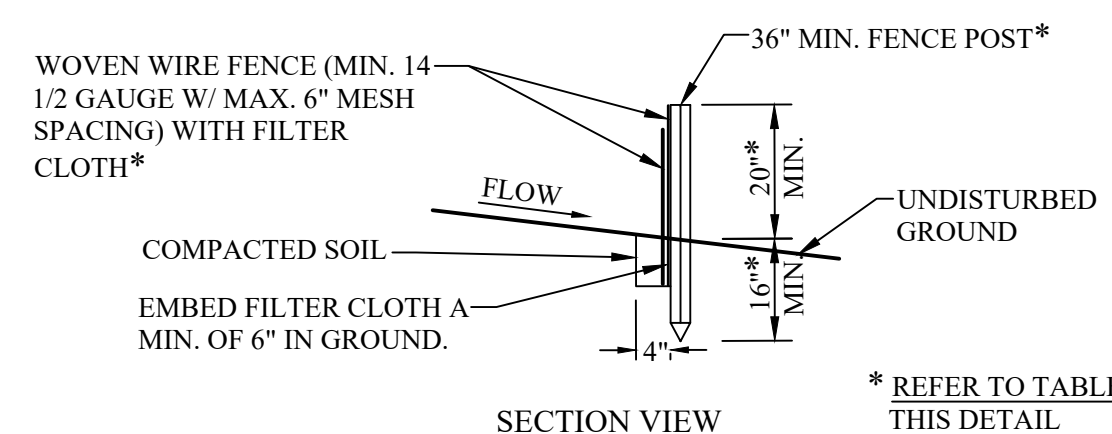
- THE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS OF THE APPLICABLE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION WATER QUALITY CERTIFICATION PROGRAM.
- ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO PREVENT CONTAMINATION OF THE STREAMS BY SILT, SEDIMENT, FUELS, SOLVENTS, LUBRICANTS, EPOXY COATINGS, CONCRETE, LEACHATE, OR ANY OTHER POLLUTANT ASSOCIATED WITH CONSTRUCTION AND CONSTRUCTION PROCEDURES.
- DURING CONSTRUCTION, NO WET OR FRESH CONCRETE OR LEACHATE SHALL BE ALLOWED TO ESCAPE INTO THE WATERS OF NEW YORK STATE, NOR SHALL WASHINGS FROM CONCRETE TRUCKS, MIXERS OR OTHER DEVICES BE ALLOWED TO ENTER ANY WETLANDS OR WATERS.
- ANY DEBRIS OR EXCESS MATERIALS FROM CONSTRUCTION OF THIS PROJECT SHALL BE IMMEDIATELY AND COMPLETELY REMOVED FROM THE BED AND BANKS OF ALL WATER AREAS TO AN APPROPRIATE UPLAND AREA FOR DISPOSAL.
- ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF ON AN UPLAND SITE AND BE SUITABLY STABILIZED SO THAT IT CANNOT REASONABLY REENTER ANY WATER BODY OR WETLAND AREA.
- ALL AREAS OF SOIL DISTURBANCE RESULTING FROM THIS PROJECT SHALL BE SEEDED WITH WETLAND SEED MIXTURE AND MULCHED WITH HAY OR STRAW WITHIN ONE (1) WEEK OF FINAL GRADING. IF CONSTRUCTION ACTIVITIES ARE DISCONTINUED, AREAS OF SOIL DISTURBANCE BEFORE FINAL GRADING IS COMPLETE, TEMPORARY GRADING SHALL ALSO BE SEEDED AND MULCHED. MULCH SHALL BE MAINTAINED UNTIL SUITABLE VEGETATIVE COVER IS ESTABLISHED.
- PERIODIC CLEANING OF TEMPORARY SOIL EROSION AND POLLUTION CONTROL DEVICES MAY BE NECESSARY AS REQUESTED BY THE PROJECT ENGINEER.
- IN THE EVENT DEWATERING OPERATIONS BECOME NECESSARY, A SETTLING BASIN WILL BE REQUIRED UNLESS THE PUMP DISCHARGE IS AS CLEAR AND FREE OF SEDIMENT AS THE FOLLOWING STREAM. LOCATION AND DESIGN TO BE APPROVED BY THE PROJECT ENGINEER.
- HAYBALES HAVE A LIMITED LIFE EXPECTANCY AND SHALL BE REPLACED IN LOCATIONS WHERE THEY HAVE BEEN IN USE FOR EXTENDED PERIODS AS DIRECTED BY THE PROJECT ENGINEER.
- ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING STORM DRAINS, DITCHES OR WATERCOURSES.
- EROSION CONTROL MEASURES SHALL BE DEEMED INCLUDED UNDER THE BID ITEMS OF THE PROPOSAL. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS WORK.
- ALL TREES, STUMPS AND DEBRIS TO BE REMOVED FROM MANHOLES AND SURROUNDING AREAS.

#### NOTES:

- N.Y.S.D.E.C. WETLANDS BOUNDARY ESTABLISHED IN FIELD WITH N.Y.S.D.E.C. PERSONNEL (DOUG GAUGLER) ON 26 JUNE 2012 AND CONFIRMED BY EMAIL ON 28 JUNE 2012.
- BLUE ASSUMED N.Y.S.D.E.C. WETLANDS BOUNDARY BASED ON FIELD REVIEW 15 NOVEMBER 2018 WITH N.Y.S.D.E.C. PERSONNEL.
- EXIST. MANHOLE #7 WILL BE ACCESSED BY SMALL TRENCH MACHINE (KUBOTA SVL95 TRENCHER OR EQUAL) TO MINIMIZE DISTURBANCE TO ADJACENT AREA.
- WORK WITHIN EXISTING ACCESS ROAD FOR REMOVAL OF EXISTING MANHOLES #3-#6 AND 48" PIPE WILL BE LIMITED TO MEDIUM TRENCHER EXCAVATOR (KOMATSU 138 OR EQUAL) AND SINGLE AXLE DUMP TRUCKS.
- A TIME OF YEAR RESTRICTION WILL BE IMPLEMENTED FOR ALL OUTFALL ABANDONMENT CONSTRUCTION. THE ALLOWABLE WORK WINDOW WILL BE SEPTEMBER 1 TO APRIL 14.



#### PERSPECTIVE VIEW

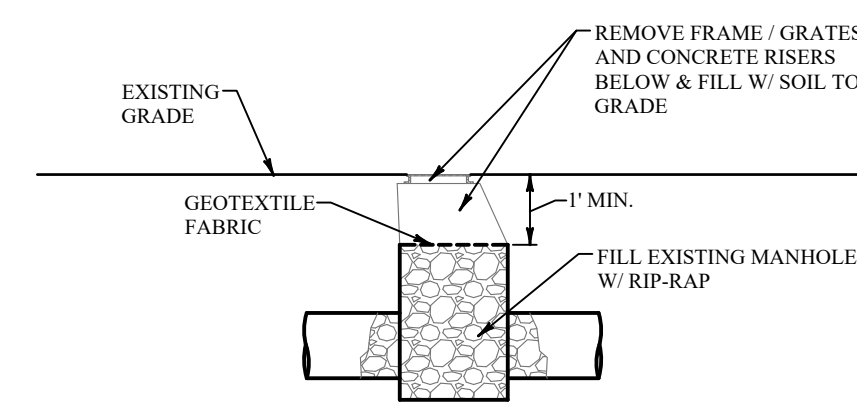


\* REFER TO TABLE THIS DETAIL

- 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 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 OVERLAPPED 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.

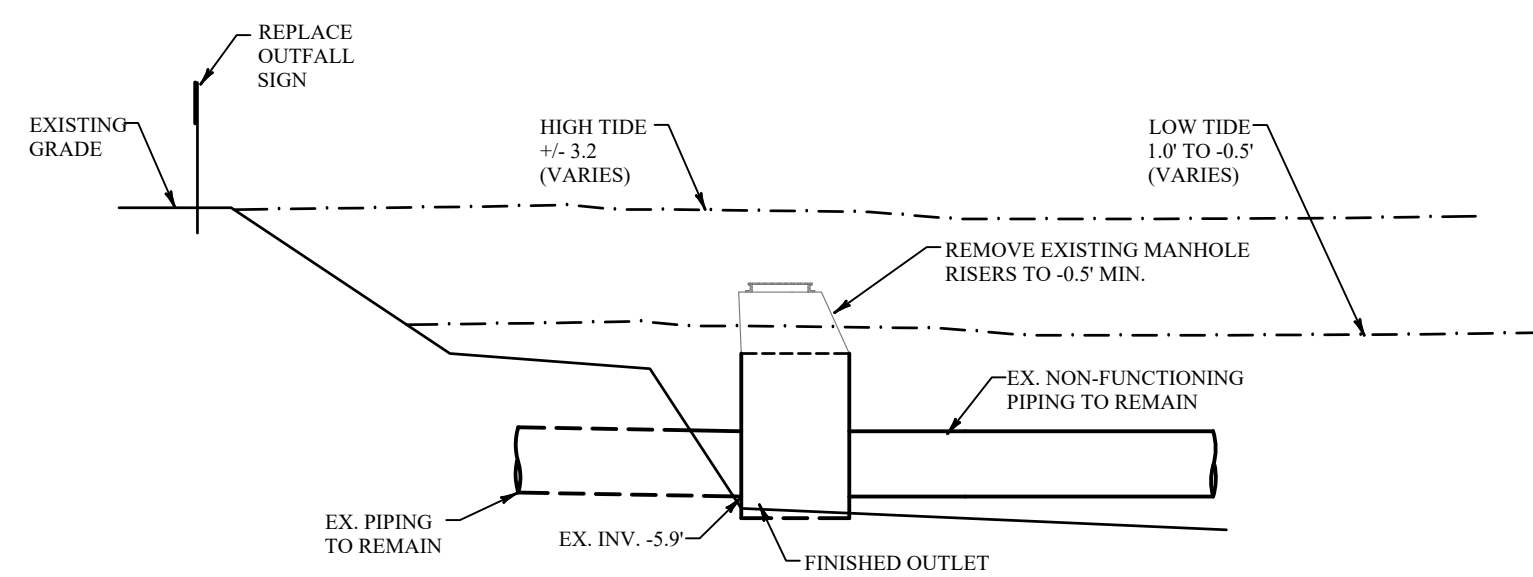
SLOPE	SLOPE STEEPNESS	SLOPE LENGTH/FENCE LENGTH (FT.)		
		STANDARD	REINFORCED	SUPER
< 2%	< 50:1	300/1500	N/A	N/A
2-10%	50:1 TO 10:1	125/1000	250/2000	300/2500
10-20%	10:1 TO 5:1	100/750	150/1000	200/1000
20-33%	5:1 TO 3:1	60/500	80/750	100/1000
33-50%	3:1 TO 2:1	40/250	70/350	100/500
> 50%	> 2:1	20/125	30/175	50/250

- STANDARD SILT FENCE (SF) IS FABRIC ROLLS STAPLED TO WOODEN STAKES DRIVEN 16 INCHES IN THE GROUND.
- REINFORCED SILT FENCE (RSF) IS FABRIC PLACED AGAINST WELDED WIRE FABRIC WITH ANCHORED STEEL POSTS DRIVEN 16 INCHES IN THE GROUND.
- SUPER SILT FENCE (SSF) IS FABRIC PLACED AGAINST CHAIN LINK FENCE AS SUPPORT BACKING WITH POSTS DRIVEN 3 FEET IN THE GROUND.



### MANHOLE ABANDONMENT DETAIL

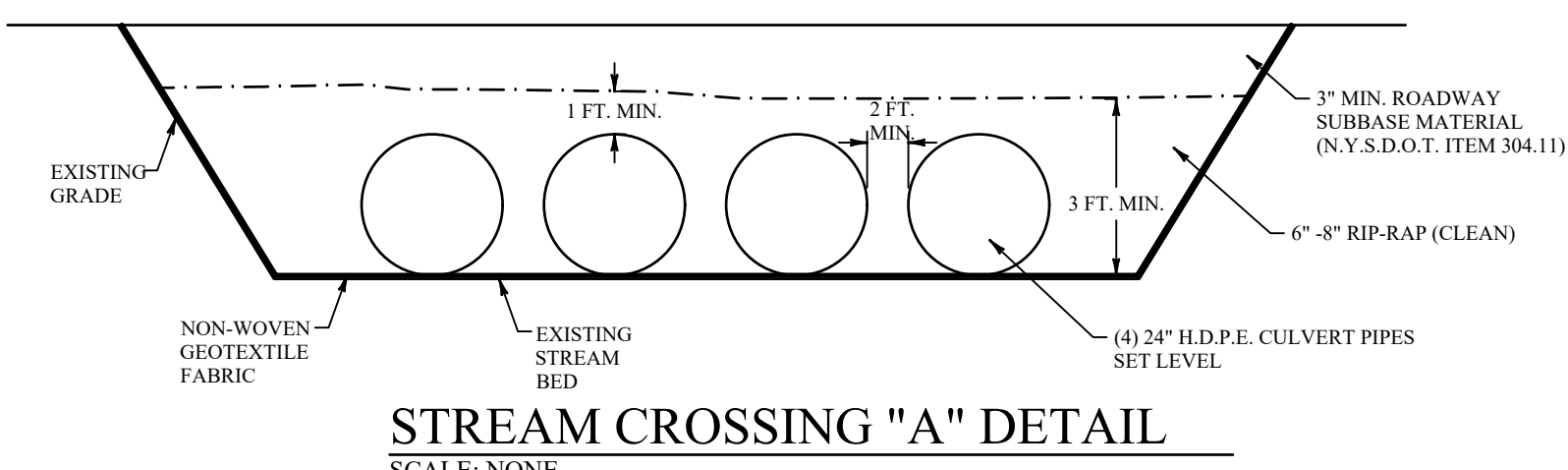
SCALE: NONE



### MANHOLE REMOVAL DETAIL

SCALE: NONE

- NOTE:
- REMOVE ALL PORTIONS OF EXISTING MANHOLE RISERS.



### STREAM CROSSING "A" DETAIL

SCALE: NONE

#### NOTES:

- STREAM CROSSING TO BE CONSTRUCTED 2 HOURS EITHER SIDE OF SCHEDULED LOW TIDE.
- EXISTING GEOTEXTILE MATERIAL TO BE REMOVED 50' BACK FROM EXISTING EMBANKMENT WHEN CROSSING IS REMOVED.

### SILT FENCE DETAIL

SCALE: NONE









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THE SERVICES PROVIDED BY MHE, INCLUDING ALL WORK DEPICTED ON MHE PLANS, DO NOT INCLUDE SERVICES RELATED TO THE IDENTIFICATION,

PAINT. ALL TESTING, IDENTIFICATION, ABATEMENT, CONTROLS, AND HANDLING OF HAZARDOUS

IDENTIFIED,	CONTRACTOR WILL COMMUNICATE
DIRECTLY	WITH HAZARDOUS MATERIAL

UNIDENTIFIED MATERIALS OF CONCERN ARE ENCOUNTERED WHILE UNDERTAKING THE WORK SHOWN HEREON, CONTRACTOR SHALL IMMEDIATELY

CONSULTANT PRIOR TO THE CONTINUATION OF WORK  
INVOLVING SUSPECTED MATERIAL.



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BUILDING SITE PLAN

NO.	DESCRIPTION	DATE



DESIGN BY:	MJS
DRAWN BY:	HPBJr

REVIEWED BY:	ML
SHEET NO.	

C-104

\_\_\_\_\_

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ECT # 18-732                      PHASE # 1

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BID SET



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NEW WINDSOR, NY 12553  
FOR TOWN OF NEW WINDSOR  
555 UNION AVE.  
NEW WINDSOR, NY 12553

EXISTING CONTROL  
BUILDING SITE PLAN

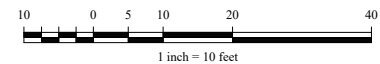
[illegible]

ISSUED DATE:	12 NOV, 2024
DESIGN BY:	MJS
DRAWN BY:	HPBJr
CHECKED BY:	MWW
REVIEWED BY:	<b>MJL</b>
SHEET NO.	

C-106

PROJECT # 18-732	PHASE # 1
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GRAPHIC SCALE



NOTES:

1. SURVEY AND TOPOGRAPHY SECURED FROM A PLAN PREPARED BY C.T. MALE ASSOCIATES ENTITLED "TOWN OF NEW WINDSOR WATER TREATMENT PLANT", LATEST REVISION 3/8/23.
2. THE ROAD GRADES SHOWN ON THIS PLAN REFLECT THE TOP OF FINISH TOP COURSE GRADE. HOWEVER, THIS PROJECT INCLUDES PREPARATION OF SUBGRADE, PLACEMENT OF AGGREGATE AND ASPHALT BINDER COURSE. THE PLACEMENT OF ASPHALT TOP COURSE IS NOT INCLUDED IN THIS PROJECT.
3. EXISTING WATER MAIN/SHOWN SHALL BE CONSIDERED APPROXIMATE AND FIELD VERIFIED PRIOR TO THE REMOVAL OR INSTALLATION OF ANY STORM DRAINAGE PIPES OR STRUCTURES.
4. THE CONTRACTOR IS TO ALLOW OWNERS ACCESS TO OPERATE THE WWTP DURING CONSTRUCTION.



## Appendix B

GENERAL PERMIT # GP-0-20-001





Department of  
Environmental  
Conservation

NEW YORK STATE  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

SPDES GENERAL PERMIT  
FOR STORMWATER DISCHARGES

From

**CONSTRUCTION ACTIVITY**

Permit No. GP- 0-20-001

Issued Pursuant to Article 17, Titles 7, 8 and Article 70  
of the Environmental Conservation Law

Effective Date: January 29, 2020

Expiration Date: January 28, 2025

John J. Ferguson

Chief Permit Administrator



Authorized Signature

1-23-20  
Date

Address: NYS DEC  
Division of Environmental Permits  
625 Broadway, 4th Floor  
Albany, N.Y. 12233-1750



## PREFACE

Pursuant to Section 402 of the Clean Water Act (“CWA”), stormwater *discharges* from certain *construction activities* are unlawful unless they are authorized by a *National Pollutant Discharge Elimination System (“NPDES”)* permit or by a state permit program. New York administers the approved State Pollutant Discharge Elimination System (SPDES) program with permits issued in accordance with the New York State Environmental Conservation Law (ECL) Article 17, Titles 7, 8 and Article 70.

An *owner or operator* of a *construction activity* that is eligible for coverage under this permit must obtain coverage prior to the *commencement of construction activity*. Activities that fit the definition of “*construction activity*”, as defined under 40 CFR 122.26(b)(14)(x), (15)(i), and (15)(ii), constitute construction of a *point source* and therefore, pursuant to ECL section 17-0505 and 17-0701, the *owner or operator* must have coverage under a SPDES permit prior to *commencing construction activity*. The *owner or operator* cannot wait until there is an actual *discharge* from the *construction site* to obtain permit coverage.

**\*Note: The italicized words/phrases within this permit are defined in Appendix A.**



**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM  
CONSTRUCTION ACTIVITIES**

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## Part 1. PERMIT COVERAGE AND LIMITATIONS

### A. Permit Application

This permit authorizes stormwater *discharges* to *surface waters of the State* from the following *construction activities* identified within 40 CFR Parts 122.26(b)(14)(x), 122.26(b)(15)(i) and 122.26(b)(15)(ii), provided all of the eligibility provisions of this permit are met:

1. *Construction activities* involving soil disturbances of one (1) or more acres; including disturbances of less than one acre that are part of a *larger common plan of development or sale* that will ultimately disturb one or more acres of land; excluding *routine maintenance activity* that is performed to maintain the original line and grade, hydraulic capacity or original purpose of a facility;
2. *Construction activities* involving soil disturbances of less than one (1) acre where the Department has determined that a *SPDES* permit is required for stormwater *discharges* based on the potential for contribution to a violation of a *water quality standard* or for significant contribution of *pollutants* to *surface waters of the State*.
3. *Construction activities* located in the watershed(s) identified in Appendix D that involve soil disturbances between five thousand (5,000) square feet and one (1) acre of land.

### B. Effluent Limitations Applicable to Discharges from Construction Activities

*Discharges* authorized by this permit must achieve, at a minimum, the effluent limitations in Part I.B.1. (a) – (f) of this permit. These limitations represent the degree of effluent reduction attainable by the application of best practicable technology currently available.

1. Erosion and Sediment Control Requirements - The *owner or operator* must select, design, install, implement and maintain control measures to *minimize* the *discharge of pollutants* and prevent a violation of the *water quality standards*. The selection, design, installation, implementation, and maintenance of these control measures must meet the non-numeric effluent limitations in Part I.B.1.(a) – (f) of this permit and be in accordance with the New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016, using sound engineering judgment. Where control measures are not designed in conformance with the design criteria included in the technical standard, the *owner or operator* must include in the *Stormwater Pollution Prevention Plan* (“SWPPP”) the reason(s) for the



deviation or alternative design and provide information which demonstrates that the deviation or alternative design is *equivalent* to the technical standard.

- a. **Erosion and Sediment Controls.** Design, install and maintain effective erosion and sediment controls to *minimize* the *discharge of pollutants* and prevent a violation of the *water quality standards*. At a minimum, such controls must be designed, installed and maintained to:
- (i) *Minimize* soil erosion through application of runoff control and soil stabilization control measure to *minimize pollutant discharges*;
  - (ii) Control stormwater *discharges*, including both peak flowrates and total stormwater volume, to *minimize* channel and *streambank* erosion and scour in the immediate vicinity of the *discharge* points;
  - (iii) *Minimize* the amount of soil exposed during *construction activity*;
  - (iv) *Minimize* the disturbance of *steep slopes*;
  - (v) *Minimize* sediment *discharges* from the site;
  - (vi) Provide and maintain *natural buffers* around surface waters, direct stormwater to vegetated areas and maximize stormwater infiltration to reduce *pollutant discharges*, unless *infeasible*;
  - (vii) *Minimize* soil compaction. Minimizing soil compaction is not required where the intended function of a specific area of the site dictates that it be compacted;
  - (viii) Unless *infeasible*, preserve a sufficient amount of topsoil to complete soil restoration and establish a uniform, dense vegetative cover; and
  - (ix) *Minimize* dust. On areas of exposed soil, *minimize* dust through the appropriate application of water or other dust suppression techniques to control the generation of pollutants that could be discharged from the site.
- b. **Soil Stabilization.** In areas where soil disturbance activity has temporarily or permanently ceased, the application of soil stabilization measures must be initiated by the end of the next business day and completed within fourteen (14) days from the date the current soil disturbance activity ceased. For construction sites that *directly discharge* to one of the 303(d) segments



listed in Appendix E or is located in one of the watersheds listed in Appendix C, the application of soil stabilization measures must be initiated by the end of the next business day and completed within seven (7) days from the date the current soil disturbance activity ceased. See Appendix A for definition of *Temporarily Ceased*.

- c. **Dewatering.** *Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, must be managed by appropriate control measures.*
- d. **Pollution Prevention Measures.** Design, install, implement, and maintain effective pollution prevention measures to *minimize the discharge of pollutants* and prevent a violation of the *water quality standards*. At a minimum, such measures must be designed, installed, implemented and maintained to:
  - (i) *Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. This applies to washing operations that use clean water only. Soaps, detergents and solvents cannot be used;*
  - (ii) *Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, hazardous and toxic waste, and other materials present on the site to precipitation and to stormwater. Minimization of exposure is not required in cases where the exposure to precipitation and to stormwater will not result in a discharge of pollutants, or where exposure of a specific material or product poses little risk of stormwater contamination (such as final products and materials intended for outdoor use) ; and*
  - (iii) *Prevent the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures.*
- e. **Prohibited Discharges.** The following *discharges* are prohibited:
  - (i) *Wastewater from washout of concrete;*
  - (ii) *Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;*



- (iii) Fuels, oils, or other *pollutants* used in vehicle and equipment operation and maintenance;
  - (iv) Soaps or solvents used in vehicle and equipment washing; and
  - (v) Toxic or hazardous substances from a spill or other release.
- f. Surface Outlets. When discharging from basins and impoundments, the outlets shall be designed, constructed and maintained in such a manner that sediment does not leave the basin or impoundment and that erosion at or below the outlet does not occur.

### **C. Post-construction Stormwater Management Practice Requirements**

1. The *owner or operator* of a *construction activity* that requires post-construction stormwater management practices pursuant to Part III.C. of this permit must select, design, install, and maintain the practices to meet the *performance criteria* in the New York State Stormwater Management Design Manual (“Design Manual”), dated January 2015, using sound engineering judgment. Where post-construction stormwater management practices (“SMPs”) are not designed in conformance with the *performance criteria* in the Design Manual, the *owner or operator* must include in the SWPPP the reason(s) for the deviation or alternative design and provide information which demonstrates that the deviation or alternative design is *equivalent* to the technical standard.
2. The *owner or operator* of a *construction activity* that requires post-construction stormwater management practices pursuant to Part III.C. of this permit must design the practices to meet the applicable *sizing criteria* in Part I.C.2.a., b., c. or d. of this permit.

#### **a. Sizing Criteria for New Development**

- (i) Runoff Reduction Volume (“RRv”): Reduce the total Water Quality Volume (“WQv”) by application of RR techniques and standard SMPs with RRv capacity. The total WQv shall be calculated in accordance with the criteria in Section 4.2 of the Design Manual.
- (ii) Minimum RRv and Treatment of Remaining Total WQv: Construction activities that cannot meet the criteria in Part I.C.2.a.(i) of this permit due to site limitations shall direct runoff from all newly constructed impervious areas to a RR technique or standard SMP with RRv capacity unless infeasible. The specific site limitations that prevent the reduction of 100% of the WQv shall be documented in the SWPPP.



For each impervious area that is not directed to a RR technique or standard SMP with RRv capacity, the SWPPP must include documentation which demonstrates that all options were considered and for each option explains why it is considered infeasible.

**In no case shall the runoff reduction achieved from the newly constructed impervious areas be less than the Minimum RRv as calculated using the criteria in Section 4.3 of the Design Manual.** The remaining portion of the total WQv that cannot be reduced shall be treated by application of standard SMPs.

- (iii) Channel Protection Volume (“Cpv”): Provide 24 hour extended detention of the post-developed 1-year, 24-hour storm event; remaining after runoff reduction. The Cpv requirement does not apply when:
  - (1) Reduction of the entire Cpv is achieved by application of runoff reduction techniques or infiltration systems, or
  - (2) The site discharges directly to tidal waters, or fifth order or larger streams.
- (iv) *Overbank* Flood Control Criteria (“Qp”): Requires storage to attenuate the post-development 10-year, 24-hour peak discharge rate (Qp) to predevelopment rates. The Qp requirement does not apply when:
  - (1) the site discharges directly to tidal waters or fifth order or larger streams, or
  - (2) A downstream analysis reveals that *overbank* control is not required.
- (v) Extreme Flood Control Criteria (“Qf”): Requires storage to attenuate the post-development 100-year, 24-hour peak discharge rate (Qf) to predevelopment rates. The Qf requirement does not apply when:
  - (1) the site discharges directly to tidal waters or fifth order or larger streams, or
  - (2) A downstream analysis reveals that *overbank* control is not required.

**b. Sizing Criteria for New Development in Enhanced Phosphorus Removal Watershed**

- (i) Runoff Reduction Volume (RRv): Reduce the total Water Quality Volume (WQv) by application of RR techniques and standard SMPs with RRv capacity. The total WQv is the runoff volume from the 1-year, 24 hour design storm over the post-developed watershed and shall be



calculated in accordance with the criteria in Section 10.3 of the Design Manual.

- (ii) Minimum RRv and Treatment of Remaining Total WQv: *Construction activities* that cannot meet the criteria in Part I.C.2.b.(i) of this permit due to *site limitations* shall direct runoff from all newly constructed *impervious areas* to a RR technique or standard SMP with RRv capacity unless *infeasible*. The specific *site limitations* that prevent the reduction of 100% of the WQv shall be documented in the SWPPP. For each *impervious area* that is not directed to a RR technique or standard SMP with RRv capacity, the SWPPP must include documentation which demonstrates that all options were considered and for each option explains why it is considered *infeasible*.

**In no case shall the runoff reduction achieved from the newly constructed *impervious areas* be less than the Minimum RRv as calculated using the criteria in Section 10.3 of the Design Manual.** The remaining portion of the total WQv that cannot be reduced shall be treated by application of standard SMPs.

- (iii) Channel Protection Volume (Cpv): Provide 24 hour extended detention of the post-developed 1-year, 24-hour storm event; remaining after runoff reduction. The Cpv requirement does not apply when:
  - (1) Reduction of the entire Cpv is achieved by application of runoff reduction techniques or infiltration systems, or
  - (2) The site *discharges* directly to tidal waters, or fifth order or larger streams.
- (iv) Overbank Flood Control Criteria (Qp): Requires storage to attenuate the post-development 10-year, 24-hour peak *discharge* rate (Qp) to predevelopment rates. The Qp requirement does not apply when:
  - (1) the site *discharges* directly to tidal waters or fifth order or larger streams, or
  - (2) A downstream analysis reveals that *overbank* control is not required.
- (v) Extreme Flood Control Criteria (Qf): Requires storage to attenuate the post-development 100-year, 24-hour peak *discharge* rate (Qf) to predevelopment rates. The Qf requirement does not apply when:
  - (1) the site *discharges* directly to tidal waters or fifth order or larger streams, or
  - (2) A downstream analysis reveals that *overbank* control is not required.



### c. Sizing Criteria for Redevelopment Activity

- (i) Water Quality Volume (WQv): The WQv treatment objective for *redevelopment activity* shall be addressed by one of the following options. *Redevelopment activities* located in an Enhanced Phosphorus Removal Watershed (see Part III.B.3. and Appendix C of this permit) shall calculate the WQv in accordance with Section 10.3 of the Design Manual. All other *redevelopment activities* shall calculate the WQv in accordance with Section 4.2 of the Design Manual.
  - (1) Reduce the existing *impervious cover* by a minimum of 25% of the total disturbed, *impervious area*. The Soil Restoration criteria in Section 5.1.6 of the Design Manual must be applied to all newly created pervious areas, or
  - (2) Capture and treat a minimum of 25% of the WQv from the disturbed, *impervious area* by the application of standard SMPs; or reduce 25% of the WQv from the disturbed, *impervious area* by the application of RR techniques or standard SMPs with RRv capacity., or
  - (3) Capture and treat a minimum of 75% of the WQv from the disturbed, *impervious area* as well as any additional runoff from tributary areas by application of the alternative practices discussed in Sections 9.3 and 9.4 of the Design Manual., or
  - (4) Application of a combination of 1, 2 and 3 above that provide a weighted average of at least two of the above methods. Application of this method shall be in accordance with the criteria in Section 9.2.1(B) (IV) of the Design Manual.

If there is an existing post-construction stormwater management practice located on the site that captures and treats runoff from the *impervious area* that is being disturbed, the WQv treatment option selected must, at a minimum, provide treatment equal to the treatment that was being provided by the existing practice(s) if that treatment is greater than the treatment required by options 1 – 4 above.

- (ii) Channel Protection Volume (Cpv): Not required if there are no changes to hydrology that increase the *discharge* rate from the project site.
- (iii) Overbank Flood Control Criteria (Qp): Not required if there are no changes to hydrology that increase the *discharge* rate from the project site.
- (iv) Extreme Flood Control Criteria (Qf): Not required if there are no changes to hydrology that increase the *discharge* rate from the project site



**d. Sizing Criteria for Combination of Redevelopment Activity and New Development**

Construction projects that include both New Development and Redevelopment Activity shall provide post-construction stormwater management controls that meet the sizing criteria calculated as an aggregate of the Sizing Criteria in Part I.C.2.a. or b. of this permit for the New Development portion of the project and Part I.C.2.c of this permit for Redevelopment Activity portion of the project.

**D. Maintaining Water Quality**

The Department expects that compliance with the conditions of this permit will control *discharges* necessary to meet applicable *water quality standards*. It shall be a violation of the *ECL* for any discharge to either cause or contribute to a violation of *water quality standards* as contained in Parts 700 through 705 of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York, such as:

1. There shall be no increase in turbidity that will cause a substantial visible contrast to natural conditions;
2. There shall be no increase in suspended, colloidal or settleable solids that will cause deposition or impair the waters for their best usages; and
3. There shall be no residue from oil and floating substances, nor visible oil film, nor globules of grease.

If there is evidence indicating that the stormwater *discharges* authorized by this permit are causing, have the reasonable potential to cause, or are contributing to a violation of the *water quality standards*; the *owner or operator* must take appropriate corrective action in accordance with Part IV.C.5. of this general permit and document in accordance with Part IV.C.4. of this general permit. To address the *water quality standard* violation the *owner or operator* may need to provide additional information, include and implement appropriate controls in the SWPPP to correct the problem, or obtain an individual SPDES permit.

If there is evidence indicating that despite compliance with the terms and conditions of this general permit it is demonstrated that the stormwater *discharges* authorized by this permit are causing or contributing to a violation of *water quality standards*, or if the Department determines that a modification of the permit is necessary to prevent a violation of *water quality standards*, the authorized *discharges* will no longer be eligible for coverage under this permit. The Department may require the *owner or operator* to obtain an individual SPDES permit to continue discharging.



## **E. Eligibility Under This General Permit**

1. This permit may authorize all *discharges* of stormwater from *construction activity* to *surface waters of the State* and *groundwaters* except for ineligible *discharges* identified under subparagraph F. of this Part.
2. Except for non-stormwater *discharges* explicitly listed in the next paragraph, this permit only authorizes stormwater *discharges*; including stormwater runoff, snowmelt runoff, and surface runoff and drainage, from *construction activities*.
3. Notwithstanding paragraphs E.1 and E.2 above, the following non-stormwater discharges are authorized by this permit: those listed in 6 NYCRR 750-1.2(a)(29)(vi), with the following exception: “Discharges from firefighting activities are authorized only when the firefighting activities are emergencies/unplanned”; waters to which other components have not been added that are used to control dust in accordance with the SWPPP; and uncontaminated *discharges* from *construction site* de-watering operations. All non-stormwater discharges must be identified in the SWPPP. Under all circumstances, the *owner or operator* must still comply with *water quality standards* in Part I.D of this permit.
4. The *owner or operator* must maintain permit eligibility to *discharge* under this permit. Any *discharges* that are not compliant with the eligibility conditions of this permit are not authorized by the permit and the *owner or operator* must either apply for a separate permit to cover those ineligible *discharges* or take steps necessary to make the *discharge* eligible for coverage.

## **F. Activities Which Are Ineligible for Coverage Under This General Permit**

All of the following are **not** authorized by this permit:

1. *Discharges* after *construction activities* have been completed and the site has undergone *final stabilization*;
2. *Discharges* that are mixed with sources of non-stormwater other than those expressly authorized under subsection E.3. of this Part and identified in the SWPPP required by this permit;
3. *Discharges* that are required to obtain an individual SPDES permit or another SPDES general permit pursuant to Part VII.K. of this permit;
4. *Construction activities* or *discharges* from *construction activities* that may adversely affect an *endangered or threatened species* unless the *owner or*



*operator* has obtained a permit issued pursuant to 6 NYCRR Part 182 for the project or the Department has issued a letter of non-jurisdiction for the project. All documentation necessary to demonstrate eligibility shall be maintained on site in accordance with Part II.D.2 of this permit;

5. *Discharges* which either cause or contribute to a violation of *water quality standards* adopted pursuant to the *ECL* and its accompanying regulations;
6. *Construction activities* for residential, commercial and institutional projects:
  - a. Where the *discharges* from the *construction activities* are tributary to waters of the state classified as AA or AA-s; and
  - b. Which are undertaken on land with no existing *impervious cover*; and
  - c. Which disturb one (1) or more acres of land designated on the current United States Department of Agriculture ("USDA") Soil Survey as Soil Slope Phase "D", (provided the map unit name is inclusive of slopes greater than 25%), or Soil Slope Phase "E" or "F" (regardless of the map unit name), or a combination of the three designations.
7. *Construction activities* for linear transportation projects and linear utility projects:
  - a. Where the *discharges* from the *construction activities* are tributary to waters of the state classified as AA or AA-s; and
  - b. Which are undertaken on land with no existing *impervious cover*; and
  - c. Which disturb two (2) or more acres of land designated on the current USDA Soil Survey as Soil Slope Phase "D" (provided the map unit name is inclusive of slopes greater than 25%), or Soil Slope Phase "E" or "F" (regardless of the map unit name), or a combination of the three designations.



8. *Construction activities* that have the potential to affect an *historic property*, unless there is documentation that such impacts have been resolved. The following documentation necessary to demonstrate eligibility with this requirement shall be maintained on site in accordance with Part II.D.2 of this permit and made available to the Department in accordance with Part VII.F of this permit:
- a. Documentation that the *construction activity* is not within an archeologically sensitive area indicated on the sensitivity map, and that the *construction activity* is not located on or immediately adjacent to a property listed or determined to be eligible for listing on the National or State Registers of Historic Places, and that there is no new permanent building on the *construction site* within the following distances from a building, structure, or object that is more than 50 years old, or if there is such a new permanent building on the *construction site* within those parameters that NYS Office of Parks, Recreation and Historic Preservation (OPRHP), a Historic Preservation Commission of a Certified Local Government, or a qualified preservation professional has determined that the building, structure, or object more than 50 years old is not historically/archeologically significant.
    - 1-5 acres of disturbance - 20 feet
    - 5-20 acres of disturbance - 50 feet
    - 20+ acres of disturbance - 100 feet, or
  - b. DEC consultation form sent to OPRHP, and copied to the NYS DEC Agency Historic Preservation Officer (APO), and
    - (i) the State Environmental Quality Review (SEQR) Environmental Assessment Form (EAF) with a negative declaration or the Findings Statement, with documentation of OPRHP's agreement with the resolution; or
    - (ii) documentation from OPRHP that the *construction activity* will result in No Impact; or
    - (iii) documentation from OPRHP providing a determination of No Adverse Impact; or
    - (iv) a Letter of Resolution signed by the owner/operator, OPRHP and the DEC APO which allows for this *construction activity* to be eligible for coverage under the general permit in terms of the State Historic Preservation Act (SHPA); or
  - c. Documentation of satisfactory compliance with Section 106 of the National Historic Preservation Act for a coterminous project area:



- (i) No Affect
- (ii) No Adverse Affect
- (iii) Executed Memorandum of Agreement, or

d. Documentation that:

- (i) SHPA Section 14.09 has been completed by NYS DEC or another state agency.

9. *Discharges from construction activities* that are subject to an existing SPDES individual or general permit where a SPDES permit for *construction activity* has been terminated or denied; or where the *owner or operator* has failed to renew an expired individual permit.

## Part II. PERMIT COVERAGE

### A. How to Obtain Coverage

1. An *owner or operator* of a *construction activity* that is not subject to the requirements of a regulated, traditional land use control MS4 must first prepare a SWPPP in accordance with all applicable requirements of this permit and then submit a completed Notice of Intent (NOI) to the Department to be authorized to discharge under this permit.
2. An *owner or operator* of a *construction activity* that is subject to the requirements of a *regulated, traditional land use control MS4* must first prepare a SWPPP in accordance with all applicable requirements of this permit and then have the SWPPP reviewed and accepted by the *regulated, traditional land use control MS4* prior to submitting the NOI to the Department. The *owner or operator* shall have the "MS4 SWPPP Acceptance" form signed in accordance with Part VII.H., and then submit that form along with a completed NOI to the Department.
3. The requirement for an *owner or operator* to have its SWPPP reviewed and accepted by the *regulated, traditional land use control MS4* prior to submitting the NOI to the Department does not apply to an *owner or operator* that is obtaining permit coverage in accordance with the requirements in Part II.F. (Change of Owner or Operator) or where the *owner or operator* of the *construction activity* is the *regulated, traditional land use control MS4*. This exemption does not apply to *construction activities* subject to the New York City Administrative Code.



## **B. Notice of Intent (NOI) Submittal**

1. Prior to December 21, 2020, an owner or operator shall use either the electronic (eNOI) or paper version of the NOI that the Department prepared. Both versions of the NOI are located on the Department's website (<http://www.dec.ny.gov/>). The paper version of the NOI shall be signed in accordance with Part VII.H. of this permit and submitted to the following address:

**NOTICE OF INTENT  
NYS DEC, Bureau of Water Permits  
625 Broadway, 4<sup>th</sup> Floor  
Albany, New York 12233-3505**

2. Beginning December 21, 2020 and in accordance with EPA's 2015 NPDES Electronic Reporting Rule (40 CFR Part 127), the *owner or operator* must submit the NOI electronically using the *Department's* online NOI.
3. The *owner or operator* shall have the SWPPP preparer sign the "SWPPP Preparer Certification" statement on the NOI prior to submitting the form to the Department.
4. As of the date the NOI is submitted to the Department, the *owner or operator* shall make the NOI and SWPPP available for review and copying in accordance with the requirements in Part VII.F. of this permit.

## **C. Permit Authorization**

1. An *owner or operator* shall not *commence construction activity* until their authorization to *discharge* under this permit goes into effect.
2. Authorization to *discharge* under this permit will be effective when the *owner or operator* has satisfied all of the following criteria:
  - a. project review pursuant to the State Environmental Quality Review Act ("SEQRA") have been satisfied, when SEQRA is applicable. See the Department's website (<http://www.dec.ny.gov/>) for more information,
  - b. where required, all necessary Department permits subject to the *Uniform Procedures Act* ("UPA") (see 6 NYCRR Part 621), or the equivalent from another New York State agency, have been obtained, unless otherwise notified by the Department pursuant to 6 NYCRR 621.3(a)(4). *Owners or operators of construction activities* that are required to obtain UPA permits



must submit a preliminary SWPPP to the appropriate DEC Permit Administrator at the Regional Office listed in Appendix F at the time all other necessary *UPA* permit applications are submitted. The preliminary SWPPP must include sufficient information to demonstrate that the *construction activity* qualifies for authorization under this permit,

- c. the final SWPPP has been prepared, and
  - d. a complete NOI has been submitted to the Department in accordance with the requirements of this permit.
3. An *owner or operator* that has satisfied the requirements of Part II.C.2 above will be authorized to *discharge* stormwater from their *construction activity* in accordance with the following schedule:
- a. For *construction activities* that are not subject to the requirements of a *regulated, traditional land use control MS4*:
    - (i) Five (5) business days from the date the Department receives a complete electronic version of the NOI (eNOI) for *construction activities* with a SWPPP that has been prepared in conformance with the design criteria in the technical standard referenced in Part III.B.1 and the *performance criteria* in the technical standard referenced in Parts III.B., 2 or 3, for *construction activities* that require post-construction stormwater management practices pursuant to Part III.C.; or
    - (ii) Sixty (60) business days from the date the Department receives a complete NOI (electronic or paper version) for *construction activities* with a SWPPP that has not been prepared in conformance with the design criteria in technical standard referenced in Part III.B.1. or, for *construction activities* that require post-construction stormwater management practices pursuant to Part III.C., the *performance criteria* in the technical standard referenced in Parts III.B., 2 or 3, or;
    - (iii) Ten (10) business days from the date the Department receives a complete paper version of the NOI for *construction activities* with a SWPPP that has been prepared in conformance with the design criteria in the technical standard referenced in Part III.B.1 and the *performance criteria* in the technical standard referenced in Parts III.B., 2 or 3, for *construction activities* that require post-construction stormwater management practices pursuant to Part III.C.



- b. For *construction activities* that are subject to the requirements of a *regulated, traditional land use control MS4*:
  - (i) Five (5) business days from the date the Department receives both a complete electronic version of the NOI (eNOI) and signed “MS4 SWPPP Acceptance” form, or
  - (ii) Ten (10) business days from the date the Department receives both a complete paper version of the NOI and signed “MS4 SWPPP Acceptance” form.
- 4. Coverage under this permit authorizes stormwater *discharges* from only those areas of disturbance that are identified in the NOI. If an *owner or operator* wishes to have stormwater *discharges* from future or additional areas of disturbance authorized, they must submit a new NOI that addresses that phase of the development, unless otherwise notified by the Department. The *owner or operator* shall not *commence construction activity* on the future or additional areas until their authorization to *discharge* under this permit goes into effect in accordance with Part II.C. of this permit.

#### **D. General Requirements For Owners or Operators With Permit Coverage**

- 1. The *owner or operator* shall ensure that the provisions of the SWPPP are implemented from the *commencement of construction activity* until all areas of disturbance have achieved *final stabilization* and the Notice of Termination (“NOT”) has been submitted to the Department in accordance with Part V. of this permit. This includes any changes made to the SWPPP pursuant to Part III.A.4. of this permit.
- 2. The *owner or operator* shall maintain a copy of the General Permit (GP-0-20-001), NOI, *NOI Acknowledgment Letter*, SWPPP, MS4 SWPPP Acceptance form, inspection reports, responsible contractor’s or subcontractor’s certification statement (see Part III.A.6.), and all documentation necessary to demonstrate eligibility with this permit at the *construction site* until all disturbed areas have achieved *final stabilization* and the NOT has been submitted to the Department. The documents must be maintained in a secure location, such as a job trailer, on-site construction office, or mailbox with lock. The secure location must be accessible during normal business hours to an individual performing a compliance inspection.
- 3. The *owner or operator* of a *construction activity* shall not disturb greater than five (5) acres of soil at any one time without prior written authorization from the Department or, in areas under the jurisdiction of a *regulated, traditional land*



*use control MS4, the regulated, traditional land use control MS4* (provided the *regulated, traditional land use control MS4* is not the *owner or operator* of the *construction activity*). At a minimum, the *owner or operator* must comply with the following requirements in order to be authorized to disturb greater than five (5) acres of soil at any one time:

- a. The *owner or operator* shall have a *qualified inspector* conduct **at least** two (2) site inspections in accordance with Part IV.C. of this permit every seven (7) calendar days, for as long as greater than five (5) acres of soil remain disturbed. The two (2) inspections shall be separated by a minimum of two (2) full calendar days.
  - b. In areas where soil disturbance activity has temporarily or permanently ceased, the application of soil stabilization measures must be initiated by the end of the next business day and completed within seven (7) days from the date the current soil disturbance activity ceased. The soil stabilization measures selected shall be in conformance with the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016.
  - c. The *owner or operator* shall prepare a phasing plan that defines maximum disturbed area per phase and shows required cuts and fills.
  - d. The *owner or operator* shall install any additional site-specific practices needed to protect water quality.
  - e. The *owner or operator* shall include the requirements above in their SWPPP.
4. In accordance with statute, regulations, and the terms and conditions of this permit, the Department may suspend or revoke an *owner's or operator's* coverage under this permit at any time if the Department determines that the SWPPP does not meet the permit requirements or consistent with Part VII.K..
  5. Upon a finding of significant non-compliance with the practices described in the SWPPP or violation of this permit, the Department may order an immediate stop to all activity at the site until the non-compliance is remedied. The stop work order shall be in writing, describe the non-compliance in detail, and be sent to the *owner or operator*.
  6. For *construction activities* that are subject to the requirements of a *regulated, traditional land use control MS4*, the *owner or operator* shall notify the



*regulated, traditional land use control MS4* in writing of any planned amendments or modifications to the post-construction stormwater management practice component of the SWPPP required by Part III.A. 4. and 5. of this permit. Unless otherwise notified by the *regulated, traditional land use control MS4*, the *owner or operator* shall have the SWPPP amendments or modifications reviewed and accepted by the *regulated, traditional land use control MS4* prior to commencing construction of the post-construction stormwater management practice.

#### **E. Permit Coverage for Discharges Authorized Under GP-0-15-002**

1. Upon renewal of SPDES General Permit for Stormwater Discharges from *Construction Activity* (Permit No. GP-0-15-002), an *owner or operator* of a *construction activity* with coverage under GP-0-15-002, as of the effective date of GP- 0-20-001, shall be authorized to *discharge* in accordance with GP- 0-20-001, unless otherwise notified by the Department.

An *owner or operator* may continue to implement the technical/design components of the post-construction stormwater management controls provided that such design was done in conformance with the technical standards in place at the time of initial project authorization. However, they must comply with the other, non-design provisions of GP-0-20-001.

#### **F. Change of Owner or Operator**

1. When property ownership changes or when there is a change in operational control over the construction plans and specifications, the original *owner or operator* must notify the new *owner or operator*, in writing, of the requirement to obtain permit coverage by submitting a NOI with the Department. For *construction activities* subject to the requirements of a *regulated, traditional land use control MS4*, the original *owner or operator* must also notify the MS4, in writing, of the change in ownership at least 30 calendar days prior to the change in ownership.
2. Once the new *owner or operator* obtains permit coverage, the original *owner or operator* shall then submit a completed NOT with the name and permit identification number of the new *owner or operator* to the Department at the address in Part II.B.1. of this permit. If the original *owner or operator* maintains ownership of a portion of the *construction activity* and will disturb soil, they must maintain their coverage under the permit.
3. Permit coverage for the new *owner or operator* will be effective as of the date the Department receives a complete NOI, provided the original *owner or*



*operator* was not subject to a sixty (60) business day authorization period that has not expired as of the date the Department receives the NOI from the new *owner or operator*.

### Part III. STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

#### A. General SWPPP Requirements

1. A SWPPP shall be prepared and implemented by the *owner or operator* of each *construction activity* covered by this permit. The SWPPP must document the selection, design, installation, implementation and maintenance of the control measures and practices that will be used to meet the effluent limitations in Part I.B. of this permit and where applicable, the post-construction stormwater management practice requirements in Part I.C. of this permit. The SWPPP shall be prepared prior to the submittal of the NOI. The NOI shall be submitted to the Department prior to the *commencement of construction activity*. A copy of the completed, final NOI shall be included in the SWPPP.
2. The SWPPP shall describe the erosion and sediment control practices and where required, post-construction stormwater management practices that will be used and/or constructed to reduce the *pollutants* in stormwater *discharges* and to assure compliance with the terms and conditions of this permit. In addition, the SWPPP shall identify potential sources of pollution which may reasonably be expected to affect the quality of stormwater *discharges*.
3. All SWPPPs that require the post-construction stormwater management practice component shall be prepared by a *qualified professional* that is knowledgeable in the principles and practices of stormwater management and treatment.
4. The *owner or operator* must keep the SWPPP current so that it at all times accurately documents the erosion and sediment controls practices that are being used or will be used during construction, and all post-construction stormwater management practices that will be constructed on the site. At a minimum, the *owner or operator* shall amend the SWPPP, including construction drawings:
  - a. whenever the current provisions prove to be ineffective in minimizing *pollutants* in stormwater *discharges* from the site;



- b. whenever there is a change in design, construction, or operation at the *construction site* that has or could have an effect on the *discharge* of *pollutants*;
  - c. to address issues or deficiencies identified during an inspection by the *qualified inspector*, the Department or other regulatory authority; and
  - d. to document the final construction conditions.
5. The Department may notify the *owner or operator* at any time that the SWPPP does not meet one or more of the minimum requirements of this permit. The notification shall be in writing and identify the provisions of the SWPPP that require modification. Within fourteen (14) calendar days of such notification, or as otherwise indicated by the Department, the *owner or operator* shall make the required changes to the SWPPP and submit written notification to the Department that the changes have been made. If the *owner or operator* does not respond to the Department's comments in the specified time frame, the Department may suspend the *owner's or operator's* coverage under this permit or require the *owner or operator* to obtain coverage under an individual SPDES permit in accordance with Part II.D.4. of this permit.
6. Prior to the *commencement of construction activity*, the *owner or operator* must identify the contractor(s) and subcontractor(s) that will be responsible for installing, constructing, repairing, replacing, inspecting and maintaining the erosion and sediment control practices included in the SWPPP; and the contractor(s) and subcontractor(s) that will be responsible for constructing the post-construction stormwater management practices included in the SWPPP. The *owner or operator* shall have each of the contractors and subcontractors identify at least one person from their company that will be responsible for implementation of the SWPPP. This person shall be known as the *trained contractor*. The *owner or operator* shall ensure that at least one *trained contractor* is on site on a daily basis when soil disturbance activities are being performed.

The *owner or operator* shall have each of the contractors and subcontractors identified above sign a copy of the following certification statement below before they commence any *construction activity*:

"I hereby certify under penalty of law that I understand and agree to comply with the terms and conditions of the SWPPP and agree to implement any corrective actions identified by the *qualified inspector* during a site inspection. I also understand that the *owner or operator* must comply with



the terms and conditions of the most current version of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater *discharges* from *construction activities* and that it is unlawful for any person to cause or contribute to a violation of *water quality standards*. Furthermore, I am aware that there are significant penalties for submitting false information, that I do not believe to be true, including the possibility of fine and imprisonment for knowing violations"

In addition to providing the certification statement above, the certification page must also identify the specific elements of the SWPPP that each contractor and subcontractor will be responsible for and include the name and title of the person providing the signature; the name and title of the *trained contractor* responsible for SWPPP implementation; the name, address and telephone number of the contracting firm; the address (or other identifying description) of the site; and the date the certification statement is signed. The *owner or operator* shall attach the certification statement(s) to the copy of the SWPPP that is maintained at the *construction site*. If new or additional contractors are hired to implement measures identified in the SWPPP after construction has commenced, they must also sign the certification statement and provide the information listed above.

7. For projects where the Department requests a copy of the SWPPP or inspection reports, the *owner or operator* shall submit the documents in both electronic (PDF only) and paper format within five (5) business days, unless otherwise notified by the Department.

## **B. Required SWPPP Contents**

1. Erosion and sediment control component - All SWPPPs prepared pursuant to this permit shall include erosion and sediment control practices designed in conformance with the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016. Where erosion and sediment control practices are not designed in conformance with the design criteria included in the technical standard, the *owner or operator* must demonstrate *equivalence* to the technical standard. At a minimum, the erosion and sediment control component of the SWPPP shall include the following:
  - a. Background information about the scope of the project, including the location, type and size of project



- b. A site map/construction drawing(s) for the project, including a general location map. At a minimum, the site map shall show the total site area; all improvements; areas of disturbance; areas that will not be disturbed; existing vegetation; on-site and adjacent off-site surface water(s); floodplain/floodway boundaries; wetlands and drainage patterns that could be affected by the *construction activity*; existing and final contours ; locations of different soil types with boundaries; material, waste, borrow or equipment storage areas located on adjacent properties; and location(s) of the stormwater *discharge(s)*;
- c. A description of the soil(s) present at the site, including an identification of the Hydrologic Soil Group (HSG);
- d. A construction phasing plan and sequence of operations describing the intended order of *construction activities*, including clearing and grubbing, excavation and grading, utility and infrastructure installation and any other activity at the site that results in soil disturbance;
- e. A description of the minimum erosion and sediment control practices to be installed or implemented for each *construction activity* that will result in soil disturbance. Include a schedule that identifies the timing of initial placement or implementation of each erosion and sediment control practice and the minimum time frames that each practice should remain in place or be implemented;
- f. A temporary and permanent soil stabilization plan that meets the requirements of this general permit and the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016, for each stage of the project, including initial land clearing and grubbing to project completion and achievement of *final stabilization*;
- g. A site map/construction drawing(s) showing the specific location(s), size(s), and length(s) of each erosion and sediment control practice;
- h. The dimensions, material specifications, installation details, and operation and maintenance requirements for all erosion and sediment control practices. Include the location and sizing of any temporary sediment basins and structural practices that will be used to divert flows from exposed soils;
- i. A maintenance inspection schedule for the contractor(s) identified in Part III.A.6. of this permit, to ensure continuous and effective operation of the erosion and sediment control practices. The maintenance inspection



schedule shall be in accordance with the requirements in the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016;

- j. A description of the pollution prevention measures that will be used to control litter, construction chemicals and construction debris from becoming a *pollutant* source in the stormwater *discharges*;
  - k. A description and location of any stormwater *discharges* associated with industrial activity other than construction at the site, including, but not limited to, stormwater *discharges* from asphalt plants and concrete plants located on the *construction site*; and
  - l. Identification of any elements of the design that are not in conformance with the design criteria in the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016. Include the reason for the deviation or alternative design and provide information which demonstrates that the deviation or alternative design is *equivalent* to the technical standard.
2. Post-construction stormwater management practice component – The *owner or operator* of any construction project identified in Table 2 of Appendix B as needing post-construction stormwater management practices shall prepare a SWPPP that includes practices designed in conformance with the applicable *sizing criteria* in Part I.C.2.a., c. or d. of this permit and the *performance criteria* in the technical standard, New York State Stormwater Management Design Manual dated January 2015

Where post-construction stormwater management practices are not designed in conformance with the *performance criteria* in the technical standard, the *owner or operator* must include in the SWPPP the reason(s) for the deviation or alternative design and provide information which demonstrates that the deviation or alternative design is *equivalent* to the technical standard.

The post-construction stormwater management practice component of the SWPPP shall include the following:

- a. Identification of all post-construction stormwater management practices to be constructed as part of the project. Include the dimensions, material specifications and installation details for each post-construction stormwater management practice;



- b. A site map/construction drawing(s) showing the specific location and size of each post-construction stormwater management practice;
- c. A Stormwater Modeling and Analysis Report that includes:
  - (i) Map(s) showing pre-development conditions, including watershed/subcatchments boundaries, flow paths/routing, and design points;
  - (ii) Map(s) showing post-development conditions, including watershed/subcatchments boundaries, flow paths/routing, design points and post-construction stormwater management practices;
  - (iii) Results of stormwater modeling (i.e. hydrology and hydraulic analysis) for the required storm events. Include supporting calculations (model runs), methodology, and a summary table that compares pre and post-development runoff rates and volumes for the different storm events;
  - (iv) Summary table, with supporting calculations, which demonstrates that each post-construction stormwater management practice has been designed in conformance with the *sizing criteria* included in the Design Manual;
  - (v) Identification of any *sizing criteria* that is not required based on the requirements included in Part I.C. of this permit; and
  - (vi) Identification of any elements of the design that are not in conformance with the *performance criteria* in the Design Manual. Include the reason(s) for the deviation or alternative design and provide information which demonstrates that the deviation or alternative design is *equivalent* to the Design Manual;
- d. Soil testing results and locations (test pits, borings);
- e. Infiltration test results, when required; and
- f. An operations and maintenance plan that includes inspection and maintenance schedules and actions to ensure continuous and effective operation of each post-construction stormwater management practice. The plan shall identify the entity that will be responsible for the long term operation and maintenance of each practice.



3. Enhanced Phosphorus Removal Standards - All construction projects identified in Table 2 of Appendix B that are located in the watersheds identified in Appendix C shall prepare a SWPPP that includes post-construction stormwater management practices designed in conformance with the applicable *sizing criteria* in Part I.C.2. b., c. or d. of this permit and the *performance criteria*, Enhanced Phosphorus Removal Standards included in the Design Manual. At a minimum, the post-construction stormwater management practice component of the SWPPP shall include items 2.a - 2.f. above.

### **C. Required SWPPP Components by Project Type**

Unless otherwise notified by the Department, *owners or operators of construction activities* identified in Table 1 of Appendix B are required to prepare a SWPPP that only includes erosion and sediment control practices designed in conformance with Part III.B.1 of this permit. *Owners or operators of the construction activities* identified in Table 2 of Appendix B shall prepare a SWPPP that also includes post-construction stormwater management practices designed in conformance with Part III.B.2 or 3 of this permit.

## **Part IV. INSPECTION AND MAINTENANCE REQUIREMENTS**

### **A. General Construction Site Inspection and Maintenance Requirements**

1. The *owner or operator* must ensure that all erosion and sediment control practices (including pollution prevention measures) and all post-construction stormwater management practices identified in the SWPPP are inspected and maintained in accordance with Part IV.B. and C. of this permit.
2. The terms of this permit shall not be construed to prohibit the State of New York from exercising any authority pursuant to the ECL, common law or federal law, or prohibit New York State from taking any measures, whether civil or criminal, to prevent violations of the laws of the State of New York or protect the public health and safety and/or the environment.

### **B. Contractor Maintenance Inspection Requirements**

1. The *owner or operator* of each *construction activity* identified in Tables 1 and 2 of Appendix B shall have a *trained contractor* inspect the erosion and sediment control practices and pollution prevention measures being implemented within the active work area daily to ensure that they are being maintained in effective operating condition at all times. If deficiencies are identified, the contractor shall



begin implementing corrective actions within one business day and shall complete the corrective actions in a reasonable time frame.

2. For construction sites where soil disturbance activities have been temporarily suspended (e.g. winter shutdown) and *temporary stabilization* measures have been applied to all disturbed areas, the *trained contractor* can stop conducting the maintenance inspections. The *trained contractor* shall begin conducting the maintenance inspections in accordance with Part IV.B.1. of this permit as soon as soil disturbance activities resume.
3. For construction sites where soil disturbance activities have been shut down with partial project completion, the *trained contractor* can stop conducting the maintenance inspections if all areas disturbed as of the project shutdown date have achieved *final stabilization* and all post-construction stormwater management practices required for the completed portion of the project have been constructed in conformance with the SWPPP and are operational.

### C. Qualified Inspector Inspection Requirements

The *owner or operator* shall have a *qualified inspector* conduct site inspections in conformance with the following requirements:

[Note: The *trained contractor* identified in Part III.A.6. and IV.B. of this permit **cannot** conduct the *qualified inspector* site inspections unless they meet the *qualified inspector* qualifications included in Appendix A. In order to perform these inspections, the *trained contractor* would have to be a:

- licensed Professional Engineer,
  - Certified Professional in Erosion and Sediment Control (CPESC),
  - New York State Erosion and Sediment Control Certificate Program holder
  - Registered Landscape Architect, or
  - someone working under the direct supervision of, and at the same company as, the licensed Professional Engineer or Registered Landscape Architect, provided they have received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity].
1. A *qualified inspector* shall conduct site inspections for all *construction activities* identified in Tables 1 and 2 of Appendix B, with the exception of:
    - a. the construction of a single family residential subdivision with 25% or less *impervious cover* at total site build-out that involves a soil disturbance of one (1) or more acres of land but less than five (5) acres and is not located



in one of the watersheds listed in Appendix C and not directly discharging to one of the 303(d) segments listed in Appendix E;

- b. the construction of a single family home that involves a soil disturbance of one (1) or more acres of land but less than five (5) acres and is not located in one of the watersheds listed in Appendix C and not directly discharging to one of the 303(d) segments listed in Appendix E;
  - c. construction on agricultural property that involves a soil disturbance of one (1) or more acres of land but less than five (5) acres; and
  - d. *construction activities* located in the watersheds identified in Appendix D that involve soil disturbances between five thousand (5,000) square feet and one (1) acre of land.
2. Unless otherwise notified by the Department, the *qualified inspector* shall conduct site inspections in accordance with the following timetable:
- a. For construction sites where soil disturbance activities are on-going, the *qualified inspector* shall conduct a site inspection at least once every seven (7) calendar days.
  - b. For construction sites where soil disturbance activities are on-going and the *owner or operator* has received authorization in accordance with Part II.D.3 to disturb greater than five (5) acres of soil at any one time, the *qualified inspector* shall conduct at least two (2) site inspections every seven (7) calendar days. The two (2) inspections shall be separated by a minimum of two (2) full calendar days.
  - c. For construction sites where soil disturbance activities have been temporarily suspended (e.g. winter shutdown) and *temporary stabilization* measures have been applied to all disturbed areas, the *qualified inspector* shall conduct a site inspection at least once every thirty (30) calendar days. The *owner or operator* shall notify the DOW Water (SPDES) Program contact at the Regional Office (see contact information in Appendix F) or, in areas under the jurisdiction of a *regulated, traditional land use control MS4*, the *regulated, traditional land use control MS4* (provided the *regulated, traditional land use control MS4* is not the *owner or operator* of the *construction activity*) in writing prior to reducing the frequency of inspections.



- d. For construction sites where soil disturbance activities have been shut down with partial project completion, the *qualified inspector* can stop conducting inspections if all areas disturbed as of the project shutdown date have achieved *final stabilization* and all post-construction stormwater management practices required for the completed portion of the project have been constructed in conformance with the SWPPP and are operational. The *owner or operator* shall notify the DOW Water (SPDES) Program contact at the Regional Office (see contact information in Appendix F) or, in areas under the jurisdiction of a *regulated, traditional land use control MS4*, the *regulated, traditional land use control MS4* (provided the *regulated, traditional land use control MS4* is not the *owner or operator* of the *construction activity*) in writing prior to the shutdown. If soil disturbance activities are not resumed within 2 years from the date of shutdown, the *owner or operator* shall have the *qualified inspector* perform a final inspection and certify that all disturbed areas have achieved *final stabilization*, and all temporary, structural erosion and sediment control measures have been removed; and that all post-construction stormwater management practices have been constructed in conformance with the SWPPP by signing the “*Final Stabilization*” and “*Post-Construction Stormwater Management Practice*” certification statements on the NOT. The *owner or operator* shall then submit the completed NOT form to the address in Part II.B.1 of this permit.
  - e. For construction sites that directly *discharge* to one of the 303(d) segments listed in Appendix E or is located in one of the watersheds listed in Appendix C, the *qualified inspector* shall conduct at least two (2) site inspections every seven (7) calendar days. The two (2) inspections shall be separated by a minimum of two (2) full calendar days.
3. At a minimum, the *qualified inspector* shall inspect all erosion and sediment control practices and pollution prevention measures to ensure integrity and effectiveness, all post-construction stormwater management practices under construction to ensure that they are constructed in conformance with the SWPPP, all areas of disturbance that have not achieved *final stabilization*, all points of *discharge* to natural surface waterbodies located within, or immediately adjacent to, the property boundaries of the *construction site*, and all points of *discharge* from the *construction site*.
  4. The *qualified inspector* shall prepare an inspection report subsequent to each and every inspection. At a minimum, the inspection report shall include and/or address the following:



- a. Date and time of inspection;
- b. Name and title of person(s) performing inspection;
- c. A description of the weather and soil conditions (e.g. dry, wet, saturated) at the time of the inspection;
- d. A description of the condition of the runoff at all points of *discharge* from the *construction site*. This shall include identification of any *discharges* of sediment from the *construction site*. Include *discharges* from conveyance systems (i.e. pipes, culverts, ditches, etc.) and overland flow;
- e. A description of the condition of all natural surface waterbodies located within, or immediately adjacent to, the property boundaries of the *construction site* which receive runoff from disturbed areas. This shall include identification of any *discharges* of sediment to the surface waterbody;
- f. Identification of all erosion and sediment control practices and pollution prevention measures that need repair or maintenance;
- g. Identification of all erosion and sediment control practices and pollution prevention measures that were not installed properly or are not functioning as designed and need to be reinstalled or replaced;
- h. Description and sketch of areas with active soil disturbance activity, areas that have been disturbed but are inactive at the time of the inspection, and areas that have been stabilized (temporary and/or final) since the last inspection;
- i. Current phase of construction of all post-construction stormwater management practices and identification of all construction that is not in conformance with the SWPPP and technical standards;
- j. Corrective action(s) that must be taken to install, repair, replace or maintain erosion and sediment control practices and pollution prevention measures; and to correct deficiencies identified with the construction of the post-construction stormwater management practice(s);
- k. Identification and status of all corrective actions that were required by previous inspection; and



- I. Digital photographs, with date stamp, that clearly show the condition of all practices that have been identified as needing corrective actions. The *qualified inspector* shall attach paper color copies of the digital photographs to the inspection report being maintained onsite within seven (7) calendar days of the date of the inspection. The *qualified inspector* shall also take digital photographs, with date stamp, that clearly show the condition of the practice(s) after the corrective action has been completed. The *qualified inspector* shall attach paper color copies of the digital photographs to the inspection report that documents the completion of the corrective action work within seven (7) calendar days of that inspection.
5. Within one business day of the completion of an inspection, the *qualified inspector* shall notify the *owner or operator* and appropriate contractor or subcontractor identified in Part III.A.6. of this permit of any corrective actions that need to be taken. The contractor or subcontractor shall begin implementing the corrective actions within one business day of this notification and shall complete the corrective actions in a reasonable time frame.
6. All inspection reports shall be signed by the *qualified inspector*. Pursuant to Part II.D.2. of this permit, the inspection reports shall be maintained on site with the SWPPP.

## **Part V. TERMINATION OF PERMIT COVERAGE**

### **A. Termination of Permit Coverage**

1. An *owner or operator* that is eligible to terminate coverage under this permit must submit a completed NOT form to the address in Part II.B.1 of this permit. The NOT form shall be one which is associated with this permit, signed in accordance with Part VII.H of this permit.
2. An *owner or operator* may terminate coverage when one or more the following conditions have been met:
  - a. Total project completion - All *construction activity* identified in the SWPPP has been completed; and all areas of disturbance have achieved *final stabilization*; and all temporary, structural erosion and sediment control measures have been removed; and all post-construction stormwater management practices have been constructed in conformance with the SWPPP and are operational;



- b. Planned shutdown with partial project completion - All soil disturbance activities have ceased; and all areas disturbed as of the project shutdown date have achieved *final stabilization*; and all temporary, structural erosion and sediment control measures have been removed; and all post-construction stormwater management practices required for the completed portion of the project have been constructed in conformance with the SWPPP and are operational;
  - c. A new *owner or operator* has obtained coverage under this permit in accordance with Part II.F. of this permit.
  - d. The *owner or operator* obtains coverage under an alternative SPDES general permit or an individual SPDES permit.
3. For *construction activities* meeting subdivision 2a. or 2b. of this Part, the *owner or operator* shall have the *qualified inspector* perform a final site inspection prior to submitting the NOT. The *qualified inspector* shall, by signing the “*Final Stabilization*” and “Post-Construction Stormwater Management Practice certification statements on the NOT, certify that all the requirements in Part V.A.2.a. or b. of this permit have been achieved.
4. For *construction activities* that are subject to the requirements of a *regulated, traditional land use control MS4* and meet subdivision 2a. or 2b. of this Part, the *owner or operator* shall have the *regulated, traditional land use control MS4* sign the “MS4 Acceptance” statement on the NOT in accordance with the requirements in Part VII.H. of this permit. The *regulated, traditional land use control MS4* official, by signing this statement, has determined that it is acceptable for the *owner or operator* to submit the NOT in accordance with the requirements of this Part. The *regulated, traditional land use control MS4* can make this determination by performing a final site inspection themselves or by accepting the *qualified inspector’s* final site inspection certification(s) required in Part V.A.3. of this permit.
5. For *construction activities* that require post-construction stormwater management practices and meet subdivision 2a. of this Part, the *owner or operator* must, prior to submitting the NOT, ensure one of the following:
- a. the post-construction stormwater management practice(s) and any right-of-way(s) needed to maintain such practice(s) have been deeded to the municipality in which the practice(s) is located,



- b. an executed maintenance agreement is in place with the municipality that will maintain the post-construction stormwater management practice(s),
- c. for post-construction stormwater management practices that are privately owned, the *owner or operator* has a mechanism in place that requires operation and maintenance of the practice(s) in accordance with the operation and maintenance plan, such as a deed covenant in the *owner or operator's* deed of record,
- d. for post-construction stormwater management practices that are owned by a public or private institution (e.g. school, university, hospital), government agency or authority, or public utility; the *owner or operator* has policy and procedures in place that ensures operation and maintenance of the practices in accordance with the operation and maintenance plan.

## **Part VI. REPORTING AND RETENTION RECORDS**

### **A. Record Retention**

The *owner or operator* shall retain a copy of the NOI, NOI Acknowledgment Letter, SWPPP, MS4 SWPPP Acceptance form and any inspection reports that were prepared in conjunction with this permit for a period of at least five (5) years from the date that the Department receives a complete NOT submitted in accordance with Part V. of this general permit.

### **B. Addresses**

With the exception of the NOI, NOT, and MS4 SWPPP Acceptance form (which must be submitted to the address referenced in Part II.B.1 of this permit), all written correspondence requested by the Department, including individual permit applications, shall be sent to the address of the appropriate DOW Water (SPDES) Program contact at the Regional Office listed in Appendix F.

## **Part VII. STANDARD PERMIT CONDITIONS**

### **A. Duty to Comply**

The *owner or operator* must comply with all conditions of this permit. All contractors and subcontractors associated with the project must comply with the terms of the SWPPP. Any non-compliance with this permit constitutes a violation of the Clean Water



Act (CWA) and the ECL and is grounds for an enforcement action against the *owner or operator* and/or the contractor/subcontractor; permit revocation, suspension or modification; or denial of a permit renewal application. Upon a finding of significant non-compliance with this permit or the applicable SWPPP, the Department may order an immediate stop to all *construction activity* at the site until the non-compliance is remedied. The stop work order shall be in writing, shall describe the non-compliance in detail, and shall be sent to the *owner or operator*.

If any human remains or archaeological remains are encountered during excavation, the *owner or operator* must immediately cease, or cause to cease, all *construction activity* in the area of the remains and notify the appropriate Regional Water Engineer (RWE). *Construction activity* shall not resume until written permission to do so has been received from the RWE.

#### **B. Continuation of the Expired General Permit**

This permit expires five (5) years from the effective date. If a new general permit is not issued prior to the expiration of this general permit, an *owner or operator* with coverage under this permit may continue to operate and *discharge* in accordance with the terms and conditions of this general permit, if it is extended pursuant to the State Administrative Procedure Act and 6 NYCRR Part 621, until a new general permit is issued.

#### **C. Enforcement**

Failure of the *owner or operator*, its contractors, subcontractors, agents and/or assigns to strictly adhere to any of the permit requirements contained herein shall constitute a violation of this permit. There are substantial criminal, civil, and administrative penalties associated with violating the provisions of this permit. Fines of up to \$37,500 per day for each violation and imprisonment for up to fifteen (15) years may be assessed depending upon the nature and degree of the offense.

#### **D. Need to Halt or Reduce Activity Not a Defense**

It shall not be a defense for an *owner or operator* in an enforcement action that it would have been necessary to halt or reduce the *construction activity* in order to maintain compliance with the conditions of this permit.



### **E. Duty to Mitigate**

The *owner or operator* and its contractors and subcontractors shall take all reasonable steps to *minimize* or prevent any *discharge* in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

### **F. Duty to Provide Information**

The *owner or operator* shall furnish to the Department, within a reasonable specified time period of a written request, all documentation necessary to demonstrate eligibility and any information to determine compliance with this permit or to determine whether cause exists for modifying or revoking this permit, or suspending or denying coverage under this permit, in accordance with the terms and conditions of this permit. The NOI, SWPPP and inspection reports required by this permit are public documents that the *owner or operator* must make available for review and copying by any person within five (5) business days of the *owner or operator* receiving a written request by any such person to review these documents. Copying of documents will be done at the requester's expense.

### **G. Other Information**

When the *owner or operator* becomes aware that they failed to submit any relevant facts, or submitted incorrect information in the NOI or in any of the documents required by this permit, or have made substantive revisions to the SWPPP (e.g. the scope of the project changes significantly, the type of post-construction stormwater management practice(s) changes, there is a reduction in the sizing of the post-construction stormwater management practice, or there is an increase in the disturbance area or *impervious area*), which were not reflected in the original NOI submitted to the Department, they shall promptly submit such facts or information to the Department using the contact information in Part II.A. of this permit. Failure of the *owner or operator* to correct or supplement any relevant facts within five (5) business days of becoming aware of the deficiency shall constitute a violation of this permit.

### **H. Signatory Requirements**

1. All NOIs and NOTs shall be signed as follows:
  - a. For a corporation these forms shall be signed by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:



- (i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
    - (ii) the manager of one or more manufacturing, production or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;
  - b. For a partnership or sole proprietorship these forms shall be signed by a general partner or the proprietor, respectively; or
  - c. For a municipality, State, Federal, or other public agency these forms shall be signed by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes:
    - (i) the chief executive officer of the agency, or
    - (ii) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of EPA).
2. The SWPPP and other information requested by the Department shall be signed by a person described in Part VII.H.1. of this permit or by a duly authorized representative of that person. A person is a duly authorized representative only if:
- a. The authorization is made in writing by a person described in Part VII.H.1. of this permit;
  - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, operator of a well or a well field,



superintendent, position of *equivalent* responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position) and,

- c. The written authorization shall include the name, title and signature of the authorized representative and be attached to the SWPPP.
3. All inspection reports shall be signed by the *qualified inspector* that performs the inspection.
4. The MS4 SWPPP Acceptance form shall be signed by the principal executive officer or ranking elected official from the *regulated, traditional land use control MS4*, or by a duly authorized representative of that person.

It shall constitute a permit violation if an incorrect and/or improper signatory authorizes any required forms, SWPPP and/or inspection reports.

## **I. Property Rights**

The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations. *Owners or operators* must obtain any applicable conveyances, easements, licenses and/or access to real property prior to *commencing construction activity*.

## **J. Severability**

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

## **K. Requirement to Obtain Coverage Under an Alternative Permit**

1. The Department may require any owner or operator authorized by this permit to apply for and/or obtain either an individual SPDES permit or another SPDES general permit. When the Department requires any discharger authorized by a general permit to apply for an individual SPDES permit, it shall notify the discharger in writing that a permit application is required. This notice shall



include a brief statement of the reasons for this decision, an application form, a statement setting a time frame for the owner or operator to file the application for an individual SPDES permit, and a deadline, not sooner than 180 days from owner or operator receipt of the notification letter, whereby the authorization to discharge under this general permit shall be terminated. Applications must be submitted to the appropriate Permit Administrator at the Regional Office. The Department may grant additional time upon demonstration, to the satisfaction of the Department, that additional time to apply for an alternative authorization is necessary or where the Department has not provided a permit determination in accordance with Part 621 of this Title.

2. When an individual SPDES permit is issued to a discharger authorized to *discharge* under a general SPDES permit for the same *discharge(s)*, the general permit authorization for outfalls authorized under the individual SPDES permit is automatically terminated on the effective date of the individual permit unless termination is earlier in accordance with 6 NYCRR Part 750.

#### **L. Proper Operation and Maintenance**

The *owner or operator* shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the *owner or operator* to achieve compliance with the conditions of this permit and with the requirements of the SWPPP.

#### **M. Inspection and Entry**

The *owner or operator* shall allow an authorized representative of the Department, EPA, applicable county health department, or, in the case of a *construction site* which *discharges* through an *MS4*, an authorized representative of the *MS4* receiving the discharge, upon the presentation of credentials and other documents as may be required by law, to:

1. Enter upon the owner's or operator's premises where a regulated facility or activity is located or conducted or where records must be kept under the conditions of this permit;
2. Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit; and



3. Inspect at reasonable times any facilities or equipment (including monitoring and control equipment), practices or operations regulated or required by this permit.
4. Sample or monitor at reasonable times, for purposes of assuring permit compliance or as otherwise authorized by the Act or ECL, any substances or parameters at any location.

## **N. Permit Actions**

This permit may, at any time, be modified, suspended, revoked, or renewed by the Department in accordance with 6 NYCRR Part 621. The filing of a request by the *owner or operator* for a permit modification, revocation and reissuance, termination, a notification of planned changes or anticipated noncompliance does not limit, diminish and/or stay compliance with any terms of this permit.

## **O. Definitions**

Definitions of key terms are included in Appendix A of this permit.

## **P. Re-Opener Clause**

1. If there is evidence indicating potential or realized impacts on water quality due to any stormwater discharge associated with construction activity covered by this permit, the owner or operator of such discharge may be required to obtain an individual permit or alternative general permit in accordance with Part VII.K. of this permit or the permit may be modified to include different limitations and/or requirements.
2. Any Department initiated permit modification, suspension or revocation will be conducted in accordance with 6 NYCRR Part 621, 6 NYCRR 750-1.18, and 6 NYCRR 750-1.20.

## **Q. Penalties for Falsification of Forms and Reports**

In accordance with 6NYCRR Part 750-2.4 and 750-2.5, any person who knowingly makes any false material statement, representation, or certification in any application, record, report or other document filed or required to be maintained under this permit, including reports of compliance or noncompliance shall, upon conviction, be punished in accordance with ECL §71-1933 and or Articles 175 and 210 of the New York State Penal Law.



## **R. Other Permits**

Nothing in this permit relieves the *owner or operator* from a requirement to obtain any other permits required by law.



## **APPENDIX A – Acronyms and Definitions**

### **Acronyms**

APO – Agency Preservation Officer  
BMP – Best Management Practice  
CPESC – Certified Professional in Erosion and Sediment Control  
Cpv – Channel Protection Volume  
CWA – Clean Water Act (or the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq)  
DOW – Division of Water  
EAF – Environmental Assessment Form  
ECL - Environmental Conservation Law  
EPA – U. S. Environmental Protection Agency  
HSG – Hydrologic Soil Group  
MS4 – Municipal Separate Storm Sewer System  
NOI – Notice of Intent  
NOT – Notice of Termination  
NPDES – National Pollutant Discharge Elimination System  
OPRHP – Office of Parks, Recreation and Historic Places  
Qf – Extreme Flood  
Qp – Overbank Flood  
RRv – Runoff Reduction Volume  
RWE – Regional Water Engineer  
SEQR – State Environmental Quality Review  
SEQRA - State Environmental Quality Review Act  
SHPA – State Historic Preservation Act  
SPDES – State Pollutant Discharge Elimination System  
SWPPP – Stormwater Pollution Prevention Plan  
TMDL – Total Maximum Daily Load  
UPA – Uniform Procedures Act  
USDA – United States Department of Agriculture  
WQv – Water Quality Volume



## Definitions

All definitions in this section are solely for the purposes of this permit.

**Agricultural Building** – a structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products; excluding any structure designed, constructed or used, in whole or in part, for human habitation, as a place of employment where agricultural products are processed, treated or packaged, or as a place used by the public.

**Agricultural Property** – means the land for construction of a barn, *agricultural building*, silo, stockyard, pen or other structural practices identified in Table II in the “Agricultural Management Practices Catalog for Nonpoint Source Pollution in New York State” prepared by the Department in cooperation with agencies of New York Nonpoint Source Coordinating Committee (dated June 2007).

**Alter Hydrology from Pre to Post-Development Conditions** - means the post-development peak flow rate(s) has increased by more than 5% of the pre-developed condition for the design storm of interest (e.g. 10 yr and 100 yr).

**Combined Sewer** - means a sewer that is designed to collect and convey both “sewage” and “stormwater”.

**Commence (Commencement of) Construction Activities** - means 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 required in the SWPPP. See definition for “*Construction Activity(ies)*” also.

**Construction Activity(ies)** - means any clearing, grading, excavation, filling, demolition or stockpiling activities that result in soil disturbance. Clearing activities can include, but are not limited to, logging equipment operation, the cutting and skidding of trees, stump removal and/or brush root removal. Construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of a facility.

**Construction Site** – means the land area where *construction activity(ies)* will occur. See definition for “*Commence (Commencement of) Construction Activities*” and “*Larger Common Plan of Development or Sale*” also.

**Dewatering** – means the act of draining rainwater and/or groundwater from building foundations, vaults or excavations/trenches.

**Direct Discharge (to a specific surface waterbody)** - means that runoff flows from a *construction site* by overland flow and the first point of discharge is the specific surface waterbody, or runoff flows from a *construction site* to a separate storm sewer system



and the first point of discharge from the separate storm sewer system is the specific surface waterbody.

**Discharge(s)** - means any addition of any pollutant to waters of the State through an outlet or *point source*.

**Embankment** – means an earthen or rock slope that supports a road/highway.

**Endangered or Threatened Species** – see 6 NYCRR Part 182 of the Department’s rules and regulations for definition of terms and requirements.

**Environmental Conservation Law (ECL)** - means chapter 43-B of the Consolidated Laws of the State of New York, entitled the Environmental Conservation Law.

**Equivalent (Equivalence)** – means that the practice or measure meets all the performance, longevity, maintenance, and safety objectives of the technical standard and will provide an equal or greater degree of water quality protection.

**Final Stabilization** - means that all soil disturbance activities have ceased and a uniform, perennial vegetative cover with a density of eighty (80) percent over the entire pervious surface has been established; or other equivalent stabilization measures, such as permanent landscape mulches, rock rip-rap or washed/crushed stone have been applied on all disturbed areas that are not covered by permanent structures, concrete or pavement.

**General SPDES permit** - means a SPDES permit issued pursuant to 6 NYCRR Part 750-1.21 and Section 70-0117 of the ECL authorizing a category of discharges.

**Groundwater(s)** - means waters in the saturated zone. The saturated zone is a subsurface zone in which all the interstices are filled with water under pressure greater than that of the atmosphere. Although the zone may contain gas-filled interstices or interstices filled with fluids other than water, it is still considered saturated.

**Historic Property** – means any building, structure, site, object or district that is listed on the State or National Registers of Historic Places or is determined to be eligible for listing on the State or National Registers of Historic Places.

**Impervious Area (Cover)** - means all impermeable surfaces that cannot effectively infiltrate rainfall. This includes paved, concrete and gravel surfaces (i.e. parking lots, driveways, roads, runways and sidewalks); building rooftops and miscellaneous impermeable structures such as patios, pools, and sheds.

**Infeasible** – means not technologically possible, or not economically practicable and achievable in light of best industry practices.



**Larger Common Plan of Development or Sale** - means a contiguous area where multiple separate and distinct *construction activities* are occurring, or will occur, under one plan. The term “plan” in “larger common plan of development or sale” is broadly defined as any announcement or piece of documentation (including a sign, public notice or hearing, marketing plan, advertisement, drawing, permit application, State Environmental Quality Review Act (SEQRA) environmental assessment form or other documents, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating that *construction activities* may occur on a specific plot.

For discrete construction projects that are located within a larger common plan of development or sale that are at least 1/4 mile apart, each project can be treated as a separate plan of development or sale provided any interconnecting road, pipeline or utility project that is part of the same “common plan” is not concurrently being disturbed.

**Minimize** – means reduce and/or eliminate to the extent achievable using control measures (including best management practices) that are technologically available and economically practicable and achievable in light of best industry practices.

**Municipal Separate Storm Sewer (MS4)** - a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

- (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to surface waters of the State;
- (ii) Designed or used for collecting or conveying stormwater;
- (iii) Which is not a *combined sewer*; and
- (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.

**National Pollutant Discharge Elimination System (NPDES)** - means the national system for the issuance of wastewater and stormwater permits under the Federal Water Pollution Control Act (Clean Water Act).

**Natural Buffer** – means an undisturbed area with natural cover running along a surface water (e.g. wetland, stream, river, lake, etc.).

**New Development** – means any land disturbance that does not meet the definition of Redevelopment Activity included in this appendix.



**New York State Erosion and Sediment Control Certificate Program** – a certificate program that establishes and maintains a process to identify and recognize individuals who are capable of developing, designing, inspecting and maintaining erosion and sediment control plans on projects that disturb soils in New York State. The certificate program is administered by the New York State Conservation District Employees Association.

**NOI Acknowledgment Letter** - means the letter that the Department sends to an owner or operator to acknowledge the Department's receipt and acceptance of a complete Notice of Intent. This letter documents the owner's or operator's authorization to discharge in accordance with the general permit for stormwater discharges from *construction activity*.

**Nonpoint Source** - means any source of water pollution or pollutants which is not a discrete conveyance or *point source* permitted pursuant to Title 7 or 8 of Article 17 of the Environmental Conservation Law (see ECL Section 17-1403).

**Overbank** –means flow events that exceed the capacity of the stream channel and spill out into the adjacent floodplain.

**Owner or Operator** - means the person, persons or legal entity which owns or leases the property on which the *construction activity* is occurring; an entity that has operational control over the construction plans and specifications, including the ability to make modifications to the plans and specifications; and/or an entity that has day-to-day operational control of those activities at a project that are necessary to ensure compliance with the permit conditions.

**Performance Criteria** – means the design criteria listed under the “Required Elements” sections in Chapters 5, 6 and 10 of the technical standard, New York State Stormwater Management Design Manual, dated January 2015. It does not include the Sizing Criteria (i.e. WQv, RRv, Cpv, Qp and Qf ) in Part I.C.2. of the permit.

**Point Source** - means any discernible, confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, vessel or other floating craft, or landfill leachate collection system from which *pollutants* are or may be discharged.

**Pollutant** - means dredged spoil, filter backwash, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand and industrial, municipal, agricultural waste and ballast discharged into water; which may cause or might reasonably be expected to cause pollution of the waters of the state in contravention of the standards or guidance values adopted as provided in 6 NYCRR Parts 700 et seq .



**Qualified Inspector** - means a person that is knowledgeable in the principles and practices of erosion and sediment control, such as a licensed Professional Engineer, Certified Professional in Erosion and Sediment Control (CPESC), Registered Landscape Architect, New York State Erosion and Sediment Control Certificate Program holder or other Department endorsed individual(s).

It can also mean someone working under the direct supervision of, and at the same company as, the licensed Professional Engineer or Registered Landscape Architect, provided that person has training in the principles and practices of erosion and sediment control. Training in the principles and practices of erosion and sediment control means that the individual working under the direct supervision of the licensed Professional Engineer or Registered Landscape Architect has received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity. After receiving the initial training, the individual working under the direct supervision of the licensed Professional Engineer or Registered Landscape Architect shall receive four (4) hours of training every three (3) years.

It can also mean a person that meets the *Qualified Professional* qualifications in addition to the *Qualified Inspector* qualifications.

Note: Inspections of any post-construction stormwater management practices that include structural components, such as a dam for an impoundment, shall be performed by a licensed Professional Engineer.

**Qualified Professional** - means a person that is knowledgeable in the principles and practices of stormwater management and treatment, such as a licensed Professional Engineer, Registered Landscape Architect or other Department endorsed individual(s). Individuals preparing SWPPPs that require the post-construction stormwater management practice component must have an understanding of the principles of hydrology, water quality management practice design, water quantity control design, and, in many cases, the principles of hydraulics. All components of the SWPPP that involve the practice of engineering, as defined by the NYS Education Law (see Article 145), shall be prepared by, or under the direct supervision of, a professional engineer licensed to practice in the State of New York.

**Redevelopment Activity(ies)** – means the disturbance and reconstruction of existing impervious area, including impervious areas that were removed from a project site within five (5) years of preliminary project plan submission to the local government (i.e. site plan, subdivision, etc.).

**Regulated, Traditional Land Use Control MS4** - means a city, town or village with land use control authority that is authorized to discharge under New York State DEC's



SPDES General Permit For Stormwater Discharges from Municipal Separate Stormwater Sewer Systems (MS4s) or the City of New York's Individual SPDES Permit for their Municipal Separate Storm Sewer Systems (NY-0287890).

**Routine Maintenance Activity** - means *construction activity* that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of a facility, including, but not limited to:

- Re-grading of gravel roads or parking lots,
- Cleaning and shaping of existing roadside ditches and culverts that maintains the approximate original line and grade, and hydraulic capacity of the ditch,
- Cleaning and shaping of existing roadside ditches that does not maintain the approximate original grade, hydraulic capacity and purpose of the ditch if the changes to the line and grade, hydraulic capacity or purpose of the ditch are installed to improve water quality and quantity controls (e.g. installing grass lined ditch),
- Placement of aggregate shoulder backing that stabilizes the transition between the road shoulder and the ditch or *embankment*,
- Full depth milling and filling of existing asphalt pavements, replacement of concrete pavement slabs, and similar work that does not expose soil or disturb the bottom six (6) inches of subbase material,
- Long-term use of equipment storage areas at or near highway maintenance facilities,
- Removal of sediment from the edge of the highway to restore a previously existing sheet-flow drainage connection from the highway surface to the highway ditch or *embankment*,
- Existing use of Canal Corp owned upland disposal sites for the canal, and
- Replacement of curbs, gutters, sidewalks and guide rail posts.

**Site limitations** – means site conditions that prevent the use of an infiltration technique and or infiltration of the total WQv. Typical site limitations include: seasonal high groundwater, shallow depth to bedrock, and soils with an infiltration rate less than 0.5 inches/hour. The existence of site limitations shall be confirmed and documented using actual field testing (i.e. test pits, soil borings, and infiltration test) or using information from the most current United States Department of Agriculture (USDA) Soil Survey for the County where the project is located.

**Sizing Criteria** – means the criteria included in Part I.C.2 of the permit that are used to size post-construction stormwater management control practices. The criteria include; Water Quality Volume (WQv), Runoff Reduction Volume (RRv), Channel Protection Volume (Cpv), *Overbank Flood* (Qp), and *Extreme Flood* (Qf).

**State Pollutant Discharge Elimination System (SPDES)** - means the system established pursuant to Article 17 of the ECL and 6 NYCRR Part 750 for issuance of permits authorizing discharges to the waters of the state.



**Steep Slope** – means land area designated on the current United States Department of Agriculture (“USDA”) Soil Survey as Soil Slope Phase “D”, (provided the map unit name is inclusive of slopes greater than 25%) , or Soil Slope Phase E or F, (regardless of the map unit name), or a combination of the three designations.

**Streambank** – as used in this permit, means the terrain alongside the bed of a creek or stream. The bank consists of the sides of the channel, between which the flow is confined.

**Stormwater Pollution Prevention Plan (SWPPP)** – means a project specific report, including construction drawings, that among other things: describes the construction activity(ies), identifies the potential sources of pollution at the *construction site*; describes and shows the stormwater controls that will be used to control the pollutants (i.e. erosion and sediment controls; for many projects, includes post-construction stormwater management controls); and identifies procedures the *owner or operator* will implement to comply with the terms and conditions of the permit. See Part III of the permit for a complete description of the information that must be included in the SWPPP.

**Surface Waters of the State** - shall be construed to include lakes, bays, sounds, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic ocean within the territorial seas of the state of New York and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, public or private (except those private waters that do not combine or effect a junction with natural surface waters), which are wholly or partially within or bordering the state or within its jurisdiction. Waters of the state are further defined in 6 NYCRR Parts 800 to 941.

**Temporarily Ceased** – means that an existing disturbed area will not be disturbed again within 14 calendar days of the previous soil disturbance.

**Temporary Stabilization** - means that exposed soil has been covered with material(s) as set forth in the technical standard, New York Standards and Specifications for Erosion and Sediment Control, to prevent the exposed soil from eroding. The materials can include, but are not limited to, mulch, seed and mulch, and erosion control mats (e.g. jute twisted yarn, excelsior wood fiber mats).

**Total Maximum Daily Loads (TMDLs)** - A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and *nonpoint sources*. It is a calculation of the maximum amount of a pollutant that a waterbody can receive on a daily basis and still meet *water quality standards*, and an allocation of that amount to the pollutant's sources. A TMDL stipulates wasteload allocations (WLAs) for *point source* discharges, load allocations (LAs) for *nonpoint sources*, and a margin of safety (MOS).

**Trained Contractor** - means an employee from the contracting (construction) company, identified in Part III.A.6., that has received four (4) hours of Department endorsed



training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity. After receiving the initial training, the *trained contractor* shall receive four (4) hours of training every three (3) years.

It can also mean an employee from the contracting (construction) company, identified in Part III.A.6., that meets the *qualified inspector* qualifications (e.g. licensed Professional Engineer, Certified Professional in Erosion and Sediment Control (CPESC), Registered Landscape Architect, New York State Erosion and Sediment Control Certificate Program holder, or someone working under the direct supervision of, and at the same company as, the licensed Professional Engineer or Registered Landscape Architect, provided they have received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity).

The *trained contractor* is responsible for the day to day implementation of the SWPPP.

**Uniform Procedures Act (UPA) Permit** - means a permit required under 6 NYCRR Part 621 of the Environmental Conservation Law (ECL), Article 70.

**Water Quality Standard** - means such measures of purity or quality for any waters in relation to their reasonable and necessary use as promulgated in 6 NYCRR Part 700 et seq.



## APPENDIX B – Required SWPPP Components by Project Type

**Table 1**  
**Construction Activities that Require the Preparation of a SWPPP That Only Includes Erosion and Sediment Controls**

<p><b>The following construction activities that involve soil disturbances of one (1) or more acres of land, but less than five (5) acres:</b></p> <ul style="list-style-type: none"><li>• Single family home <u>not</u> located in one of the watersheds listed in Appendix C or <u>not directly discharging</u> to one of the 303(d) segments listed in Appendix E</li><li>• Single family residential subdivisions with 25% or less impervious cover at total site build-out and <u>not</u> located in one of the watersheds listed in Appendix C and <u>not</u> directly discharging to one of the 303(d) segments listed in Appendix E</li><li>• Construction of a barn or other <i>agricultural building</i>, silo, stock yard or pen.</li></ul>
<p><b>The following construction activities that involve soil disturbances between five thousand (5000) square feet and one (1) acre of land:</b></p> <p>All construction activities located in the watersheds identified in Appendix D that involve soil disturbances between five thousand (5,000) square feet and one (1) acre of land.</p>
<p><b>The following construction activities that involve soil disturbances of one (1) or more acres of land:</b></p> <ul style="list-style-type: none"><li>• Installation of underground, linear utilities; such as gas lines, fiber-optic cable, cable TV, electric, telephone, sewer mains, and water mains</li><li>• Environmental enhancement projects, such as wetland mitigation projects, stormwater retrofits and stream restoration projects</li><li>• Pond construction</li><li>• Linear bike paths running through areas with vegetative cover, including bike paths surfaced with an impervious cover</li><li>• Cross-country ski trails and walking/hiking trails</li><li>• Sidewalk, bike path or walking path projects, surfaced with an impervious cover, that are not part of residential, commercial or institutional development;</li><li>• Sidewalk, bike path or walking path projects, surfaced with an impervious cover, that include incidental shoulder or curb work along an existing highway to support construction of the sidewalk, bike path or walking path.</li><li>• Slope stabilization projects</li><li>• Slope flattening that changes the grade of the site, but does not significantly change the runoff characteristics</li></ul>



**Table 1 (Continued) CONSTRUCTION ACTIVITIES THAT REQUIRE THE PREPARATION OF A SWPPP  
THAT ONLY INCLUDES EROSION AND SEDIMENT CONTROLS**

**The following construction activities that involve soil disturbances of one (1) or more acres of land:**

- Spoil areas that will be covered with vegetation
- Vegetated open space projects (i.e. recreational parks, lawns, meadows, fields, downhill ski trails) excluding projects that *alter hydrology from pre to post development* conditions,
- Athletic fields (natural grass) that do not include the construction or reconstruction of *impervious area* and do not *alter hydrology from pre to post development* conditions
- Demolition project where vegetation will be established, and no redevelopment is planned
- Overhead electric transmission line project that does not include the construction of permanent access roads or parking areas surfaced with *impervious cover*
- Structural practices as identified in Table II in the "Agricultural Management Practices Catalog for Nonpoint Source Pollution in New York State", excluding projects that involve soil disturbances of greater than five acres and construction activities that include the construction or reconstruction of impervious area
- Temporary access roads, median crossovers, detour roads, lanes, or other temporary impervious areas that will be restored to pre-construction conditions once the construction activity is complete



**Table 2**  
**CONSTRUCTION ACTIVITIES THAT REQUIRE THE PREPARATION OF A SWPPP THAT INCLUDES**  
**POST-CONSTRUCTION STORMWATER MANAGEMENT PRACTICES**

**The following construction activities that involve soil disturbances of one (1) or more acres of land:**

- Single family home located in one of the watersheds listed in Appendix C or *directly discharging* to one of the 303(d) segments listed in Appendix E
- Single family home that disturbs five (5) or more acres of land
- Single family residential subdivisions located in one of the watersheds listed in Appendix C or *directly discharging* to one of the 303(d) segments listed in Appendix E
- Single family residential subdivisions that involve soil disturbances of between one (1) and five (5) acres of land with greater than 25% impervious cover at total site build-out
- Single family residential subdivisions that involve soil disturbances of five (5) or more acres of land, and single family residential subdivisions that involve soil disturbances of less than five (5) acres that are part of a larger common plan of development or sale that will ultimately disturb five or more acres of land
- Multi-family residential developments; includes duplexes, townhomes, condominiums, senior housing complexes, apartment complexes, and mobile home parks
- Airports
- Amusement parks
- Breweries, cideries, and wineries, including establishments constructed on agricultural land
- Campgrounds
- Cemeteries that include the construction or reconstruction of impervious area (>5% of disturbed area) or *alter the hydrology from pre to post development* conditions
- Commercial developments
- Churches and other places of worship
- Construction of a barn or other *agricultural building* (e.g. silo) and structural practices as identified in Table II in the "Agricultural Management Practices Catalog for Nonpoint Source Pollution in New York State" that include the construction or reconstruction of *impervious area*, excluding projects that involve soil disturbances of less than five acres.
- Golf courses
- Institutional development; includes hospitals, prisons, schools and colleges
- Industrial facilities; includes industrial parks
- Landfills
- Municipal facilities; includes highway garages, transfer stations, office buildings, POTW's, water treatment plants, and water storage tanks
- Office complexes
- Playgrounds that include the construction or reconstruction of impervious area
- Sports complexes
- Racetracks; includes racetracks with earthen (dirt) surface
- Road construction or reconstruction, including roads constructed as part of the construction activities listed in Table 1



Table 2 (Continued)

**CONSTRUCTION ACTIVITIES THAT REQUIRE THE PREPARATION OF A SWPPP THAT INCLUDES  
POST-CONSTRUCTION STORMWATER MANAGEMENT PRACTICES**

**The following construction activities that involve soil disturbances of one (1) or more acres of land:**

- Parking lot construction or reconstruction, including parking lots constructed as part of the construction activities listed in Table 1
- Athletic fields (natural grass) that include the construction or reconstruction of impervious area (>5% of disturbed area) or *alter the hydrology from pre to post development* conditions
- Athletic fields with artificial turf
- Permanent access roads, parking areas, substations, compressor stations and well drilling pads, surfaced with *impervious cover*, and constructed as part of an over-head electric transmission line project, wind-power project, cell tower project, oil or gas well drilling project, sewer or water main project or other linear utility project
- Sidewalk, bike path or walking path projects, surfaced with an impervious cover, that are part of a residential, commercial or institutional development
- Sidewalk, bike path or walking path projects, surfaced with an impervious cover, that are part of a highway construction or reconstruction project
- All other construction activities that include the construction or reconstruction of *impervious area* or *alter the hydrology from pre to post development* conditions, and are not listed in Table 1

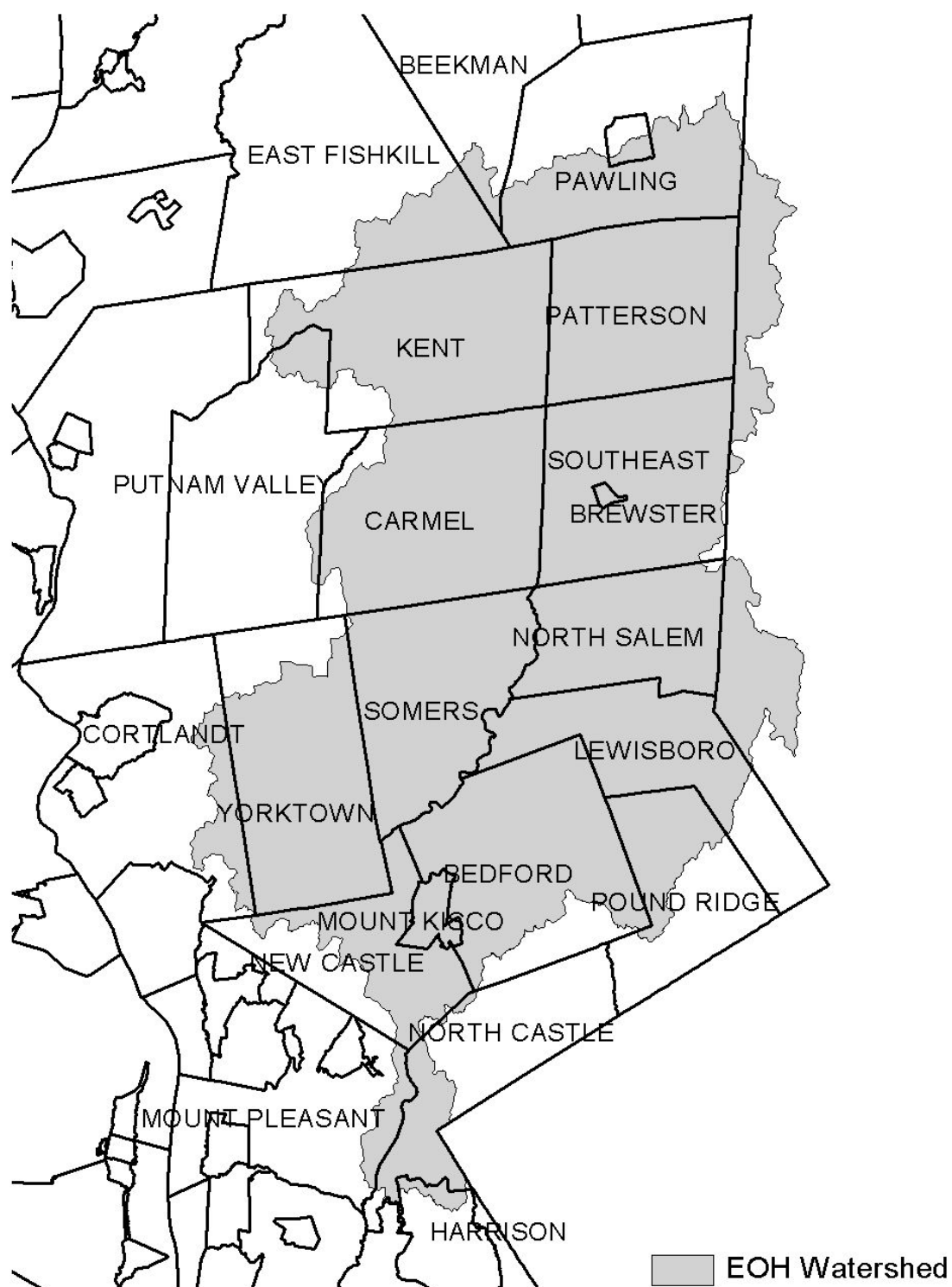


## APPENDIX C – Watersheds Requiring Enhanced Phosphorus Removal

**Watersheds where *owners or operators* of construction activities identified in Table 2 of Appendix B must prepare a SWPPP that includes post-construction stormwater management practices designed in conformance with the Enhanced Phosphorus Removal Standards included in the technical standard, New York State Stormwater Management Design Manual (“Design Manual”).**

- Entire New York City Watershed located east of the Hudson River - Figure 1
- Onondaga Lake Watershed - Figure 2
- Greenwood Lake Watershed -Figure 3
- Oscawana Lake Watershed – Figure 4
- Kinderhook Lake Watershed – Figure 5



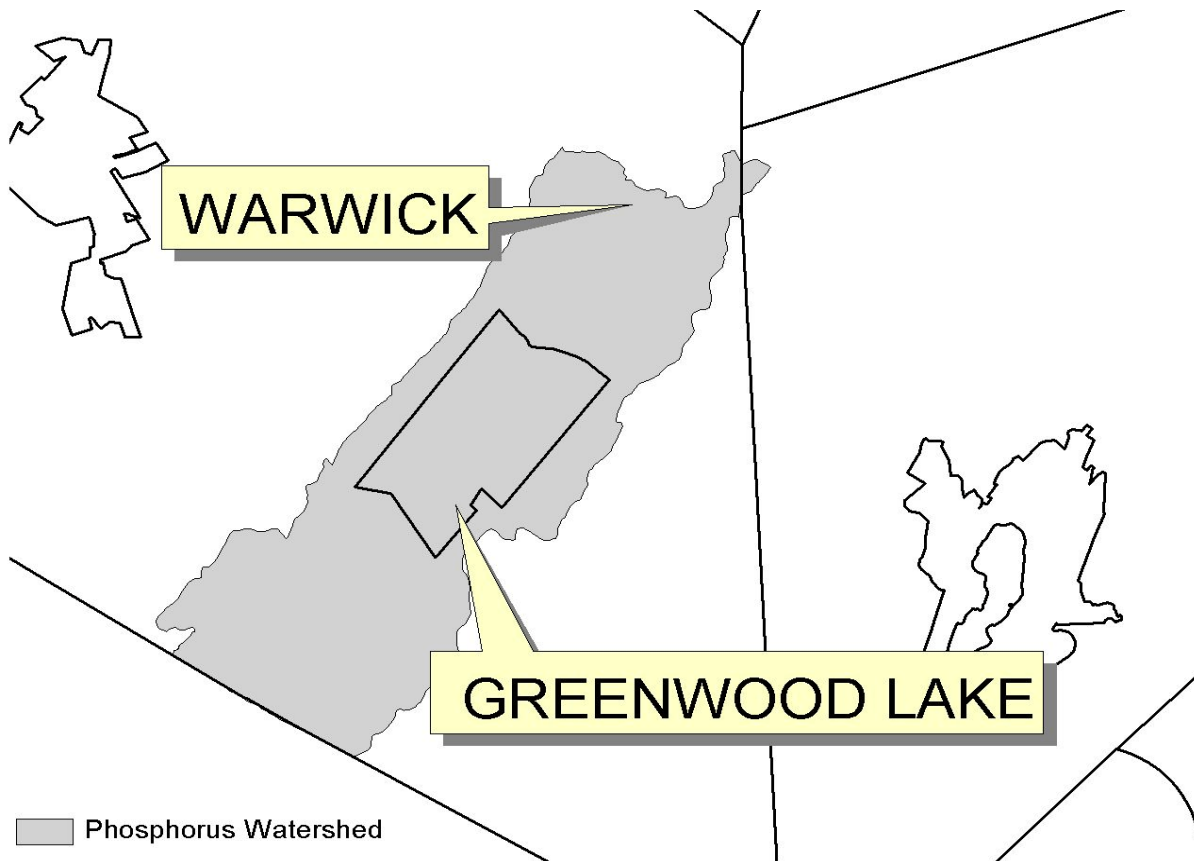
**Figure 1 - New York City Watershed East of the Hudson**



**Figure 2 - Onondaga Lake Watershed**

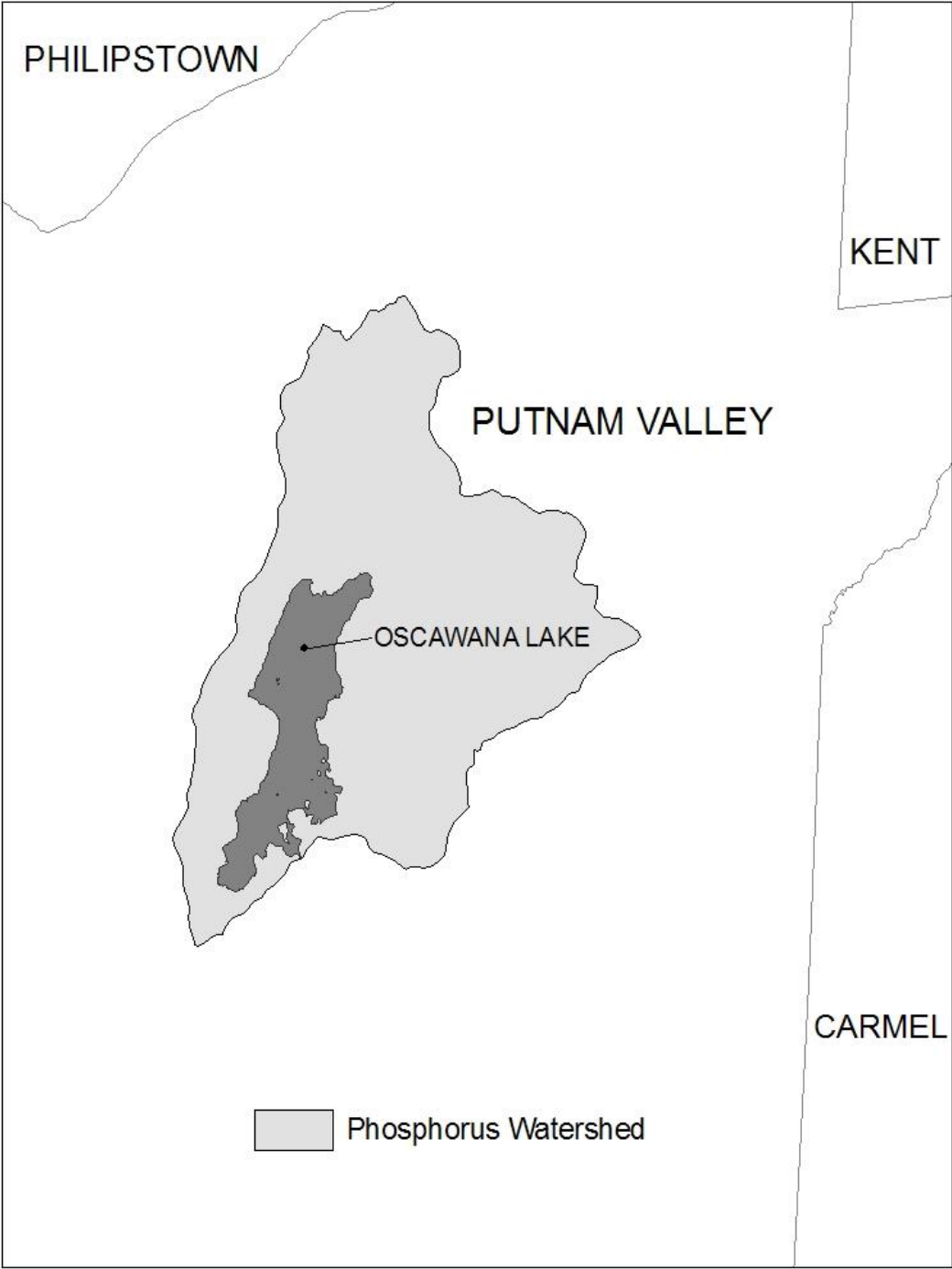


**Figure 3 - Greenwood Lake Watershed**



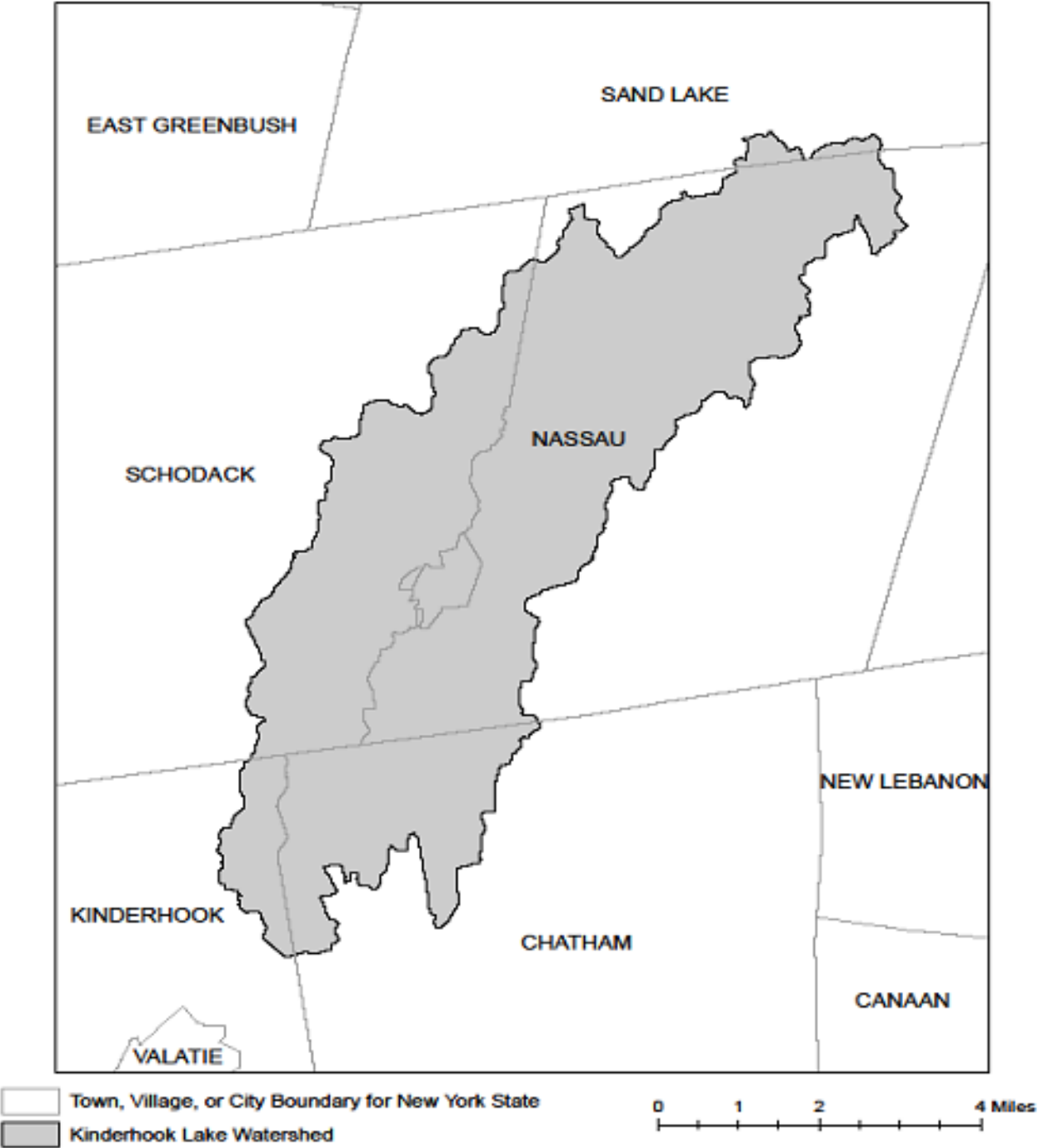


**Figure 4 - Oscawana Lake Watershed**





**Figure 5 - Kinderhook Lake Watershed**





## **APPENDIX D – Watersheds with Lower Disturbance Threshold**

**Watersheds where *owners or operators* of construction activities that involve soil disturbances between five thousand (5000) square feet and one (1) acre of land must obtain coverage under this permit.**

Entire New York City Watershed that is located east of the Hudson River - See Figure 1 in Appendix C
------------------------------------------------------------------------------------------------------



## APPENDIX E – 303(d) Segments Impaired by Construction Related Pollutant(s)

List of 303(d) segments impaired by pollutants related to *construction activity* (e.g. silt, sediment or nutrients). The list was developed using "The Final New York State 2016 Section 303(d) List of Impaired Waters Requiring a TMDL/Other Strategy" dated November 2016. *Owners or operators* of single family home and single family residential subdivisions with 25% or less total impervious cover at total site build-out that involve soil disturbances of one or more acres of land, but less than 5 acres, and *directly discharge* to one of the listed segments below shall prepare a SWPPP that includes post-construction stormwater management practices designed in conformance with the New York State Stormwater Management Design Manual ("Design Manual"), dated January 2015.

COUNTY	WATERBODY	POLLUTANT
Albany	Ann Lee (Shakers) Pond, Stump Pond	Nutrients
Albany	Basic Creek Reservoir	Nutrients
Allegany	Amity Lake, Saunders Pond	Nutrients
Bronx	Long Island Sound, Bronx	Nutrients
Bronx	Van Cortlandt Lake	Nutrients
Broome	Fly Pond, Deer Lake, Sky Lake	Nutrients
Broome	Minor Tribs to Lower Susquehanna (north)	Nutrients
Broome	Whitney Point Lake/Reservoir	Nutrients
Cattaraugus	Allegheny River/Reservoir	Nutrients
Cattaraugus	Beaver (Alma) Lake	Nutrients
Cattaraugus	Case Lake	Nutrients
Cattaraugus	Linlyco/Club Pond	Nutrients
Cayuga	Duck Lake	Nutrients
Cayuga	Little Sodus Bay	Nutrients
Chautauqua	Bear Lake	Nutrients
Chautauqua	Chadakoin River and tribs	Nutrients
Chautauqua	Chautauqua Lake, North	Nutrients
Chautauqua	Chautauqua Lake, South	Nutrients
Chautauqua	Findley Lake	Nutrients
Chautauqua	Hulburt/Clymer Pond	Nutrients
Clinton	Great Chazy River, Lower, Main Stem	Silt/Sediment
Clinton	Lake Champlain, Main Lake, Middle	Nutrients
Clinton	Lake Champlain, Main Lake, North	Nutrients
Columbia	Kinderhook Lake	Nutrients
Columbia	Robinson Pond	Nutrients
Cortland	Dean Pond	Nutrients



### 303(d) Segments Impaired by Construction Related Pollutant(s)

Dutchess	Fall Kill and tribs	Nutrients
Dutchess	Hillside Lake	Nutrients
Dutchess	Wappingers Lake	Nutrients
Dutchess	Wappingers Lake	Silt/Sediment
Erie	Beeman Creek and tribs	Nutrients
Erie	Ellicott Creek, Lower, and tribs	Silt/Sediment
Erie	Ellicott Creek, Lower, and tribs	Nutrients
Erie	Green Lake	Nutrients
Erie	Little Sister Creek, Lower, and tribs	Nutrients
Erie	Murder Creek, Lower, and tribs	Nutrients
Erie	Rush Creek and tribs	Nutrients
Erie	Scajaquada Creek, Lower, and tribs	Nutrients
Erie	Scajaquada Creek, Middle, and tribs	Nutrients
Erie	Scajaquada Creek, Upper, and tribs	Nutrients
Erie	South Branch Smoke Cr, Lower, and tribs	Silt/Sediment
Erie	South Branch Smoke Cr, Lower, and tribs	Nutrients
Essex	Lake Champlain, Main Lake, South	Nutrients
Essex	Lake Champlain, South Lake	Nutrients
Essex	Willsboro Bay	Nutrients
Genesee	Bigelow Creek and tribs	Nutrients
Genesee	Black Creek, Middle, and minor tribs	Nutrients
Genesee	Black Creek, Upper, and minor tribs	Nutrients
Genesee	Bowen Brook and tribs	Nutrients
Genesee	LeRoy Reservoir	Nutrients
Genesee	Oak Orchard Cr, Upper, and tribs	Nutrients
Genesee	Tonawanda Creek, Middle, Main Stem	Nutrients
Greene	Schoharie Reservoir	Silt/Sediment
Greene	Sleepy Hollow Lake	Silt/Sediment
Herkimer	Steele Creek tribs	Silt/Sediment
Herkimer	Steele Creek tribs	Nutrients
Jefferson	Moon Lake	Nutrients
Kings	Hendrix Creek	Nutrients
Kings	Prospect Park Lake	Nutrients
Lewis	Mill Creek/South Branch, and tribs	Nutrients
Livingston	Christie Creek and tribs	Nutrients
Livingston	Conesus Lake	Nutrients
Livingston	Mill Creek and minor tribs	Silt/Sediment
Monroe	Black Creek, Lower, and minor tribs	Nutrients
Monroe	Buck Pond	Nutrients
Monroe	Cranberry Pond	Nutrients



### 303(d) Segments Impaired by Construction Related Pollutant(s)

Monroe	Lake Ontario Shoreline, Western	Nutrients
Monroe	Long Pond	Nutrients
Monroe	Mill Creek and tribs	Nutrients
Monroe	Mill Creek/Blue Pond Outlet and tribs	Nutrients
Monroe	Minor Tribs to Irondequoit Bay	Nutrients
Monroe	Rochester Embayment - East	Nutrients
Monroe	Rochester Embayment - West	Nutrients
Monroe	Shipbuilders Creek and tribs	Nutrients
Monroe	Thomas Creek/White Brook and tribs	Nutrients
Nassau	Beaver Lake	Nutrients
Nassau	Camaans Pond	Nutrients
Nassau	East Meadow Brook, Upper, and tribs	Silt/Sediment
Nassau	East Rockaway Channel	Nutrients
Nassau	Grant Park Pond	Nutrients
Nassau	Hempstead Bay	Nutrients
Nassau	Hempstead Lake	Nutrients
Nassau	Hewlett Bay	Nutrients
Nassau	Hog Island Channel	Nutrients
Nassau	Long Island Sound, Nassau County Waters	Nutrients
Nassau	Massapequa Creek and tribs	Nutrients
Nassau	Milburn/Parsonage Creeks, Upp, and tribs	Nutrients
Nassau	Reynolds Channel, west	Nutrients
Nassau	Tidal Tribs to Hempstead Bay	Nutrients
Nassau	Tribs (fresh) to East Bay	Nutrients
Nassau	Tribs (fresh) to East Bay	Silt/Sediment
Nassau	Tribs to Smith/Halls Ponds	Nutrients
Nassau	Woodmere Channel	Nutrients
New York	Harlem Meer	Nutrients
New York	The Lake in Central Park	Nutrients
Niagara	Bergholtz Creek and tribs	Nutrients
Niagara	Hyde Park Lake	Nutrients
Niagara	Lake Ontario Shoreline, Western	Nutrients
Niagara	Lake Ontario Shoreline, Western	Nutrients
Oneida	Ballou, Nail Creeks and tribs	Nutrients
Onondaga	Harbor Brook, Lower, and tribs	Nutrients
Onondaga	Ley Creek and tribs	Nutrients
Onondaga	Minor Tribs to Onondaga Lake	Nutrients
Onondaga	Ninemile Creek, Lower, and tribs	Nutrients
Onondaga	Onondaga Creek, Lower, and tribs	Nutrients
Onondaga	Onondaga Creek, Middle, and tribs	Nutrients



### 303(d) Segments Impaired by Construction Related Pollutant(s)

Onondaga	Onondaga Lake, northern end	Nutrients
Onondaga	Onondaga Lake, southern end	Nutrients
Ontario	Great Brook and minor tribs	Silt/Sediment
Ontario	Great Brook and minor tribs	Nutrients
Ontario	Hemlock Lake Outlet and minor tribs	Nutrients
Ontario	Honeoye Lake	Nutrients
Orange	Greenwood Lake	Nutrients
Orange	Monhagen Brook and tribs	Nutrients
Orange	Orange Lake	Nutrients
Orleans	Lake Ontario Shoreline, Western	Nutrients
Orleans	Lake Ontario Shoreline, Western	Nutrients
Oswego	Lake Neatahwanta	Nutrients
Oswego	Pleasant Lake	Nutrients
Putnam	Bog Brook Reservoir	Nutrients
Putnam	Boyd Corners Reservoir	Nutrients
Putnam	Croton Falls Reservoir	Nutrients
Putnam	Diverting Reservoir	Nutrients
Putnam	East Branch Reservoir	Nutrients
Putnam	Lake Carmel	Nutrients
Putnam	Middle Branch Reservoir	Nutrients
Putnam	Oscawana Lake	Nutrients
Putnam	Palmer Lake	Nutrients
Putnam	West Branch Reservoir	Nutrients
Queens	Bergen Basin	Nutrients
Queens	Flushing Creek/Bay	Nutrients
Queens	Jamaica Bay, Eastern, and tribs (Queens)	Nutrients
Queens	Kissena Lake	Nutrients
Queens	Meadow Lake	Nutrients
Queens	Willow Lake	Nutrients
Rensselaer	Nassau Lake	Nutrients
Rensselaer	Snyders Lake	Nutrients
Richmond	Grasmere Lake/Bradys Pond	Nutrients
Rockland	Congers Lake, Swartout Lake	Nutrients
Rockland	Rockland Lake	Nutrients
Saratoga	Ballston Lake	Nutrients
Saratoga	Dwaas Kill and tribs	Silt/Sediment
Saratoga	Dwaas Kill and tribs	Nutrients
Saratoga	Lake Lonely	Nutrients
Saratoga	Round Lake	Nutrients
Saratoga	Tribs to Lake Lonely	Nutrients



### 303(d) Segments Impaired by Construction Related Pollutant(s)

Schenectady	Collins Lake	Nutrients
Schenectady	Duane Lake	Nutrients
Schenectady	Mariaville Lake	Nutrients
Schoharie	Engleville Pond	Nutrients
Schoharie	Summit Lake	Nutrients
Seneca	Reeder Creek and tribs	Nutrients
St.Lawrence	Black Lake Outlet/Black Lake	Nutrients
St.Lawrence	Fish Creek and minor tribs	Nutrients
Steuben	Smith Pond	Nutrients
Suffolk	Agawam Lake	Nutrients
Suffolk	Big/Little Fresh Ponds	Nutrients
Suffolk	Canaan Lake	Silt/Sediment
Suffolk	Canaan Lake	Nutrients
Suffolk	Flanders Bay, West/Lower Sawmill Creek	Nutrients
Suffolk	Fresh Pond	Nutrients
Suffolk	Great South Bay, East	Nutrients
Suffolk	Great South Bay, Middle	Nutrients
Suffolk	Great South Bay, West	Nutrients
Suffolk	Lake Ronkonkoma	Nutrients
Suffolk	Long Island Sound, Suffolk County, West	Nutrients
Suffolk	Mattituck (Marratooka) Pond	Nutrients
Suffolk	Meetinghouse/Terrys Creeks and tribs	Nutrients
Suffolk	Mill and Seven Ponds	Nutrients
Suffolk	Millers Pond	Nutrients
Suffolk	Moriches Bay, East	Nutrients
Suffolk	Moriches Bay, West	Nutrients
Suffolk	Peconic River, Lower, and tidal tribs	Nutrients
Suffolk	Quantuck Bay	Nutrients
Suffolk	Shinnecock Bay and Inlet	Nutrients
Suffolk	Tidal tribs to West Moriches Bay	Nutrients
Sullivan	Bodine, Montgomery Lakes	Nutrients
Sullivan	Davies Lake	Nutrients
Sullivan	Evens Lake	Nutrients
Sullivan	Pleasure Lake	Nutrients
Tompkins	Cayuga Lake, Southern End	Nutrients
Tompkins	Cayuga Lake, Southern End	Silt/Sediment
Tompkins	Owasco Inlet, Upper, and tribs	Nutrients
Ulster	Ashokan Reservoir	Silt/Sediment
Ulster	Esopus Creek, Upper, and minor tribs	Silt/Sediment
Warren	Hague Brook and tribs	Silt/Sediment



### 303(d) Segments Impaired by Construction Related Pollutant(s)

Warren	Huddle/Finkle Brooks and tribs	Silt/Sediment
Warren	Indian Brook and tribs	Silt/Sediment
Warren	Lake George	Silt/Sediment
Warren	Tribs to L.George, Village of L George	Silt/Sediment
Washington	Cossayuna Lake	Nutrients
Washington	Lake Champlain, South Bay	Nutrients
Washington	Tribs to L.George, East Shore	Silt/Sediment
Washington	Wood Cr/Champlain Canal and minor tribs	Nutrients
Wayne	Port Bay	Nutrients
Westchester	Amawalk Reservoir	Nutrients
Westchester	Blind Brook, Upper, and tribs	Silt/Sediment
Westchester	Cross River Reservoir	Nutrients
Westchester	Lake Katonah	Nutrients
Westchester	Lake Lincolndale	Nutrients
Westchester	Lake Meahagh	Nutrients
Westchester	Lake Mohegan	Nutrients
Westchester	Lake Shenorock	Nutrients
Westchester	Long Island Sound, Westchester (East)	Nutrients
Westchester	Mamaroneck River, Lower	Silt/Sediment
Westchester	Mamaroneck River, Upper, and minor tribs	Silt/Sediment
Westchester	Muscoot/Upper New Croton Reservoir	Nutrients
Westchester	New Croton Reservoir	Nutrients
Westchester	Peach Lake	Nutrients
Westchester	Reservoir No.1 (Lake Isle)	Nutrients
Westchester	Saw Mill River, Lower, and tribs	Nutrients
Westchester	Saw Mill River, Middle, and tribs	Nutrients
Westchester	Sheldrake River and tribs	Silt/Sediment
Westchester	Sheldrake River and tribs	Nutrients
Westchester	Silver Lake	Nutrients
Westchester	Teatown Lake	Nutrients
Westchester	Titicus Reservoir	Nutrients
Westchester	Truesdale Lake	Nutrients
Westchester	Wallace Pond	Nutrients
Wyoming	Java Lake	Nutrients
Wyoming	Silver Lake	Nutrients



## APPENDIX F – List of NYS DEC Regional Offices

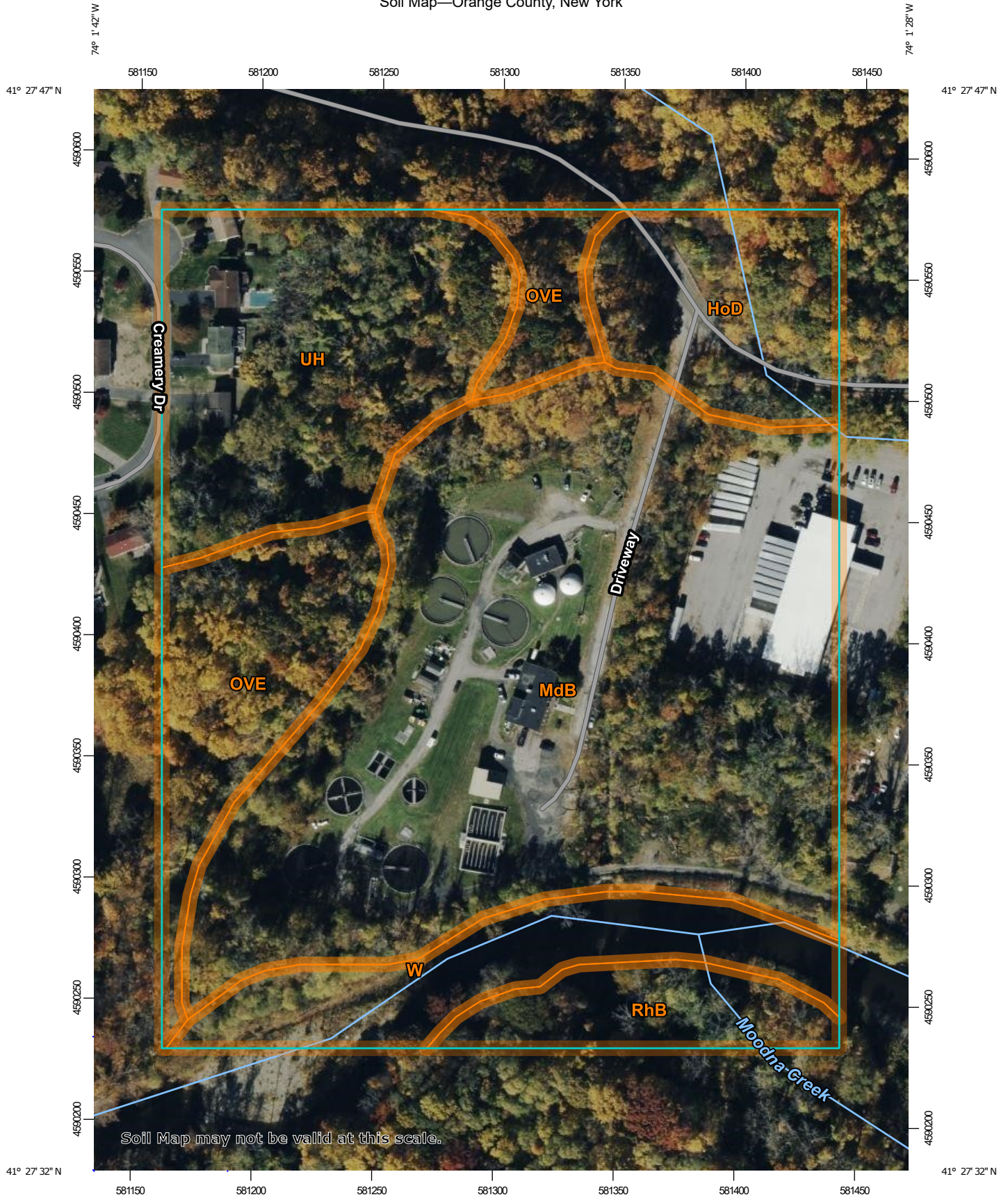
<u>Region</u>	<u>COVERING THE FOLLOWING COUNTIES:</u>	<u>DIVISION OF ENVIRONMENTAL PERMITS (DEP) PERMIT ADMINISTRATORS</u>	<u>DIVISION OF WATER (DOW) WATER (SPDES) PROGRAM</u>
1	NASSAU AND SUFFOLK	50 CIRCLE ROAD STONY BROOK, NY 11790 TEL. (631) 444-0365	50 CIRCLE ROAD STONY BROOK, NY 11790-3409 TEL. (631) 444-0405
2	BRONX, KINGS, NEW YORK, QUEENS AND RICHMOND	1 HUNTERS POINT PLAZA, 47-40 21ST ST. LONG ISLAND CITY, NY 11101-5407 TEL. (718) 482-4997	1 HUNTERS POINT PLAZA, 47-40 21ST ST. LONG ISLAND CITY, NY 11101-5407 TEL. (718) 482-4933
3	DUTCHESS, ORANGE, PUTNAM, ROCKLAND, SULLIVAN, ULSTER AND WESTCHESTER	21 SOUTH PUTT CORNERS ROAD NEW PALTZ, NY 12561-1696 TEL. (845) 256-3059	100 HILLSIDE AVENUE, SUITE 1W WHITE PLAINS, NY 10603 TEL. (914) 428 - 2505
4	ALBANY, COLUMBIA, DELAWARE, GREENE, MONTGOMERY, OTSEGO, RENSSELAER, SCHENECTADY AND SCHOHARIE	1150 NORTH WESTCOTT ROAD SCHENECTADY, NY 12306-2014 TEL. (518) 357-2069	1130 NORTH WESTCOTT ROAD SCHENECTADY, NY 12306-2014 TEL. (518) 357-2045
5	CLINTON, ESSEX, FRANKLIN, FULTON, HAMILTON, SARATOGA, WARREN AND WASHINGTON	1115 STATE ROUTE 86, Po Box 296 RAY BROOK, NY 12977-0296 TEL. (518) 897-1234	232 GOLF COURSE ROAD WARRENSBURG, NY 12885-1172 TEL. (518) 623-1200
6	HERKIMER, JEFFERSON, LEWIS, ONEIDA AND ST. LAWRENCE	STATE OFFICE BUILDING 317 WASHINGTON STREET WATERTOWN, NY 13601-3787 TEL. (315) 785-2245	STATE OFFICE BUILDING 207 GENESEE STREET UTICA, NY 13501-2885 TEL. (315) 793-2554
7	BROOME, CAYUGA, CHENANGO, CORTLAND, MADISON, ONONDAGA, OSWEGO, TIOGA AND TOMPKINS	615 ERIE BLVD. WEST SYRACUSE, NY 13204-2400 TEL. (315) 426-7438	615 ERIE BLVD. WEST SYRACUSE, NY 13204-2400 TEL. (315) 426-7500
8	CHEMUNG, GENESEE, LIVINGSTON, MONROE, ONTARIO, ORLEANS, SCHUYLER, SENECA, STEUBEN, WAYNE AND YATES	6274 EAST AVON-LIMA ROADAVON, NY 14414-9519 TEL. (585) 226-2466	6274 EAST AVON-LIMA RD. AVON, NY 14414-9519 TEL. (585) 226-2466
9	ALLEGANY, CATTARAUGUS, CHAUTAUQUA, ERIE, NIAGARA AND WYOMING	270 MICHIGAN AVENUE BUFFALO, NY 14203-2999 TEL. (716) 851-7165	270 MICHIGAN AVENUE BUFFALO, NY 14203-2999 TEL. (716) 851-7070



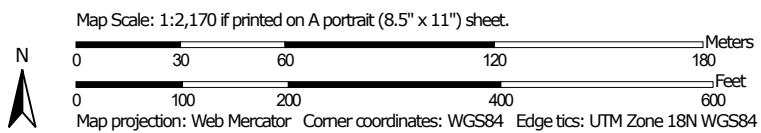
Appendix C  
WEB SOIL SURVEY



# Soil Map—Orange County, New York



Soil Map may not be valid at this scale.



Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey

4/26/2024  
Page 1 of 3




## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

### Water Features



Streams and Canals

### Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

### Background



Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Orange County, New York

Survey Area Data: Version 24, Sep 6, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 21, 2022—Oct 27, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HoD Soil Group: A	Hoosic gravelly sandy loam, 15 to 25 percent slopes	2.0	8.3%
MdB Soil Group: D	Mardin gravelly silt loam, 3 to 8 percent slopes	11.8	49.1%
OVE Soil Group: A	Otisville and Hoosic soils, steep	2.9	12.2%
RhB Soil Group: A	Riverhead sandy loam, 3 to 8 percent slopes	1.2	4.8%
UH Soil Group: A	Udorthents, smoothed	4.1	17.1%
W	Water	2.0	8.5%
<b>Totals for Area of Interest</b>		<b>24.1</b>	<b>100.0%</b>



Appendix D  
SHPO LETTER





**Parks, Recreation,  
and Historic Preservation**

**ANDREW M. CUOMO**  
Governor

**ERIK KULLESEID**  
Commissioner

January 4, 2021

Gerorge Meyers  
Supervisor  
Town of New Windsor  
555 Union Ave.  
New Windsor, NY 12553

Re: NYSEFC  
New Windsor Wastewater Sewage Treatment Plant Expansion  
Town of New Windsor, Orange County, NY  
20PR06434

Dear Gerorge Meyers:

Thank you for requesting the comments of the New York State Historic Preservation Office (SHPO). We have reviewed the submitted materials in accordance with Section 106 of the National Historic Preservation Act of 1966. These comments are those of the SHPO and relate only to Historic/Cultural resources. They do not include other environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the National Environmental Policy Act and/or the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8).

SHPO has reviewed *Phase IA Archeological Investigation, Caesars Lane Sewage Treatment Plant, Town of New Windsor, Orange County, New York* (STRATA Cultural Resource Management, November 2020) [20SR00649].

Based upon this review, it is the opinion of the New York SHPO that no historic properties, including archaeological and/or historic resources, will be affected by this undertaking.

If you have any questions, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, reading "Philip A. Perazio".

Philip A. Perazio, Historic Preservation Program Analyst - Archaeology Unit  
Phone: 518-268-2175  
e-mail: [philip.perazio@parks.ny.gov](mailto:philip.perazio@parks.ny.gov)

via e-mail only



Appendix E  
RAINFALL DATA



# Extreme Precipitation Tables

## Northeast Regional Climate Center

Data represents point estimates calculated from partial duration series. All precipitation amounts are displayed in inches.

### Metadata for Point

<b>Smoothing</b>	Yes
<b>State</b>	
<b>Location</b>	
<b>Latitude</b>	41.459 degrees North
<b>Longitude</b>	74.032 degrees West
<b>Elevation</b>	10 feet
<b>Date/Time</b>	Tue Jul 02 2024 13:31:49 GMT-0400 (Eastern Daylight Time)

### Extreme Precipitation Estimates

	5min	10min	15min	30min	60min	120min		1hr	2hr	3hr	6hr	12hr	24hr	48hr		1day	2day
<b>1yr</b>	0.33	0.50	0.63	0.82	1.02	1.27	<b>1yr</b>	0.88	1.20	1.45	1.77	2.15	2.60	2.98	<b>1yr</b>	2.31	2.80
<b>2yr</b>	0.39	0.60	0.75	0.98	1.24	1.54	<b>2yr</b>	1.07	1.44	1.76	2.15	2.62	3.17	3.58	<b>2yr</b>	2.81	3.44
<b>5yr</b>	0.46	0.71	0.89	1.19	1.53	1.92	<b>5yr</b>	1.32	1.77	2.21	2.71	3.30	3.99	4.54	<b>5yr</b>	3.53	4.37
<b>10yr</b>	0.51	0.81	1.02	1.38	1.80	2.28	<b>10yr</b>	1.55	2.08	2.63	3.23	3.93	4.75	5.44	<b>10yr</b>	4.20	5.23
<b>25yr</b>	0.60	0.95	1.21	1.67	2.23	2.85	<b>25yr</b>	1.92	2.57	3.31	4.08	4.97	5.98	6.91	<b>25yr</b>	5.29	6.64
<b>50yr</b>	0.68	1.09	1.39	1.95	2.62	3.39	<b>50yr</b>	2.26	3.02	3.93	4.87	5.92	7.12	8.28	<b>50yr</b>	6.31	7.90
<b>100yr</b>	0.77	1.24	1.60	2.27	3.09	4.03	<b>100yr</b>	2.67	3.55	4.69	5.81	7.07	8.49	9.93	<b>100yr</b>	7.52	9.53
<b>200yr</b>	0.87	1.42	1.84	2.64	3.65	4.79	<b>200yr</b>	3.15	4.17	5.59	6.94	8.45	10.14	11.92	<b>200yr</b>	8.97	11.4
<b>500yr</b>	1.04	1.72	2.24	3.25	4.56	6.02	<b>500yr</b>	3.94	5.17	7.05	8.77	10.68	12.82	15.18	<b>500yr</b>	11.34	14.6

### Lower Confidence Limits

	5min	10min	15min	30min	60min	120min		1hr	2hr	3hr	6hr	12hr	24hr	48hr		1day	2day
<b>1yr</b>	0.29	0.45	0.54	0.73	0.90	1.09	<b>1yr</b>	0.78	1.07	1.23	1.58	2.02	2.11	2.40	<b>1yr</b>	1.87	2.30



## Appendix F

### CALCULATIONS

- Water Quality Calculations
- Runoff Reduction Volume Calculations
- Biobasin Sizing Calculations



# Filtration Bioretention (F-5)

Design Point:	1						
Enter Site Data For Drainage Area to be Treated by Practice							
Drainage Area Number	Contributing Area (Acres)	Impervious Area (Acres)	Percent Impervious %	Rv	WQv (cf)	Precipitation (in)	Description
1	0.23	0.16	70	0.68	790	1.40	0
Design Criteria							
Enter underlying soil infiltration rate (based on geotechnical testing, refer to Appendix D)			0	Underdrains required			
Is the contributing area to the practice a stormwater hotspot?			No				
Is the practice the first in series for treatment of a Level 1 (Infiltration Restricted) hotspot?			No				
Is contributing area greater than max. contributing area?			No				
Enter depth to seasonal high water table (ft)			3				
Enter depth to bedrock (ft)			3				
Is pretreatment provided, in conformance with Section 6.4.3.1			Yes				
Enter average height of ponding (ft)			0.5				
Enter depth of surface layer (inches)			3				
Enter depth of filter media (ft)			2.5				
Enter depth of drainage layer (inches)			10				
Enter slope of maintenance access (%)			5				
Enter width of maintenance access (ft)			12				
Sizing Criteria							
				Value	Units	Notes	
Permeability Flow Rate			k	1	ft/day		
Filter Time			tf	2	days		
Required Filter Area			Af	329	sf		
Enter Provided Filter Area			Af	1114	sf		
Recalculated Water Quality Volume (based on provided filter area)			WQv calc	2673.6	cf		
Calculate Runoff Reduction							
RRv Provided		790	cf				
WQv Treated		0	cf	This is the portion of the WQv that is not reduced in the practice.			



# Filtration Bioretention (F-5)

<b>Design Point:</b>	1						
<b>Enter Site Data For Drainage Area to be Treated by Practice</b>							
<b>Drainage Area Number</b>	<b>Contributing Area (Acres)</b>	<b>Impervious Area (Acres)</b>	<b>Percent Impervious %</b>	<b>Rv</b>	<b>WQv (cf)</b>	<b>Precipitation (in)</b>	<b>Description</b>
2	0.29	0.09	31	0.33	485	1.40	0
<b>Design Criteria</b>							
Enter underlying soil infiltration rate (based on geotechnical testing, refer to Appendix D)			0	Underdrains required			
Is the contributing area to the practice a stormwater hotspot?			No				
Is the practice the first in series for treatment of a Level 1 (Infiltration Restricted) hotspot?			No				
Is contributing area greater than max. contributing area?			No				
Enter depth to seasonal high water table (ft)			3				
Enter depth to bedrock (ft)			3				
Is pretreatment provided, in conformance with Section 6.4.3.1			Yes				
Enter average height of ponding (ft)			0.5				
Enter depth of surface layer (inches)			3				
Enter depth of filter media (ft)			2.5				
Enter depth of drainage layer (inches)			10				
Enter slope of maintenance access (%)			5				
Enter width of maintenance access (ft)			12				
<b>Sizing Criteria</b>							
				<b>Value</b>	<b>Units</b>	<b>Notes</b>	
Permeability Flow Rate			k	1	ft/day		
Filter Time			tf	2	days		
Required Filter Area			Af	202	sf		
Enter Provided Filter Area			Af	762	sf		
Recalculated Water Quality Volume (based on provided filter area)			WQv calc	1828.8	cf		
<b>Calculate Runoff Reduction</b>							
<b>RRv Provided</b>		<b>485</b>	<b>cf</b>				
WQv Treated		0	cf	This is the portion of the WQv that is not reduced in the practice.			



# Filtration Bioretention (F-5)

<b>Design Point:</b>	1						
<b>Enter Site Data For Drainage Area to be Treated by Practice</b>							
<b>Drainage Area Number</b>	<b>Contributing Area (Acres)</b>	<b>Impervious Area (Acres)</b>	<b>Percent Impervious %</b>	<b>Rv</b>	<b>WQv (cf)</b>	<b>Precipitation (in)</b>	<b>Description</b>
3	0.58	0.45	78	0.75	2,206	1.40	0
<b>Design Criteria</b>							
Enter underlying soil infiltration rate (based on geotechnical testing, refer to Appendix D)			0	Underdrains required			
Is the contributing area to the practice a stormwater hotspot?			No				
Is the practice the first in series for treatment of a Level 1 (Infiltration Restricted) hotspot?			No				
Is contributing area greater than max. contributing area?			No				
Enter depth to seasonal high water table (ft)			3				
Enter depth to bedrock (ft)			3				
Is pretreatment provided, in conformance with Section 6.4.3.1			Yes				
Enter average height of ponding (ft)			0.5				
Enter depth of surface layer (inches)			3				
Enter depth of filter media (ft)			2.5				
Enter depth of drainage layer (inches)			10				
Enter slope of maintenance access (%)			5				
Enter width of maintenance access (ft)			12				
<b>Sizing Criteria</b>							
				<b>Value</b>	<b>Units</b>	<b>Notes</b>	
Permeability Flow Rate			k	1	ft/day		
Filter Time			tf	2	days		
Required Filter Area			Af	919	sf		
Enter Provided Filter Area			Af	1064	sf		
Recalculated Water Quality Volume (based on provided filter area)			WQv calc	2553.6	cf		
<b>Calculate Runoff Reduction</b>							
<b>RRv Provided</b>		<b>1,021</b>	<b>cf</b>				
WQv Treated		1185	cf	This is the portion of the WQv that is not reduced in the practice.			



### Water Quality Calculations

Note: This is a redevelopment project with an increase in impervious surface. Therefore provide 25% of the WQv for the existing impervious surface and 100% of WQv for the new, additional impervious surface.

#### 1 WQv Calculation Formula

$$WQv = (P * R_v * A) / 12$$

WQv= Water Quality Volume in Acre Feet

P=90% Rainfall in inches

$R_v = 0.05 + 0.009(I)$ ; Where I is impervious cover in percent

A=Site Area (Contributing Area)

#### 2 WQv for the Redevelopment Area (25% of Wq<sub>v</sub> for Existing Impervious)

P=	1.4	input
----	-----	-------

Impervious Area=Acres	2.36	input
-----------------------	------	-------

Entire Contributing DA (A)=acres	6.45	input
----------------------------------	------	-------

I=% Impervious	36.59%	
----------------	--------	--

R <sub>v</sub> =	0.379	
------------------	-------	--

Results:

WQv=	12433	
------	-------	--

WQv (Redevelopment 25%) (CF)	<b>3108</b>	required
------------------------------	-------------	----------

#### 3 WQv Calculation (Additional Impervious Area)

P=	1.4	input
----	-----	-------

Impervious Area=Acres	1.37	input
-----------------------	------	-------

Entire Contributing DA (A)=acres	6.45	input
----------------------------------	------	-------

I=% Impervious	21.24%	
----------------	--------	--

R <sub>v</sub> =	0.241	
------------------	-------	--

Results:

WQv (CF)=	<b>7905</b>	required
-----------	-------------	----------



- 4 Total WQv for Redevelopment is the sum of 25% of the Existing WQv and 100% of the WQv from Proposed Impervious Surfaces

WQvExisting*25%=	3108
WQvProposed	7905
Total WQv Required	<b>11013</b>

- 5 Refer to NYSDEC GI Spreadsheet for Standard NYSDEC Stormwater Management Features Including Three Biobasins and Two Vegetated Swales for WQv Provided.

Summary of WQv Provided with Standard NYSDEC Stormwater Management Features	
Practice	WQv Treated (ft3)
Biobasin 1	2673
Biobasin 2	1828
Biobasin 3	2553
Subtotal	<b>7054</b>
Required Total WQv	<b>11013</b>
Standard Practice Total Volume Treated (CF)	7054
Remaining Untreated WQv (CF)	<b>3959</b>

- 6 The Remaining WQv Requirement Will Be Provided With NYSDEC Approved Proprietary Treatment Devices

Summary of WQv Provided with Proprietary Devices			
Practice	WQv Storm Flowrate (CFS)	Device Rating (CFS)	WQv Treated (From Hydrocad) (ft3)
Proprietary Device 1 - ADS Barracuda 4' Diameter	1.46	1.52	4225
Proprietary Device 2 - ADS Barracuda 4' Diameter	0.75	1.52	2178
Proprietary Device 3 - ADS Barracuda 3' Diameter	0.68	0.85	1960
Remaining Untreated WQv			<b>0</b>



**7 Minimum RRv Calculation - Note, RRv is not required for Redevelopment Area Impervious Surface. RRv Is Required for New Impervious Surface Only.**

$$RRv(\min) = P \cdot Rv \cdot Aic \cdot S / 12$$

P=90% rainfall in inches

Rv= 0.05+0.009(I); Where I is impervious cover in percent

Aic= Total new area of new impervious cover

S=Factor for Hydrologic Soil Group D (0.2)

P	1.4 input
Rv	0.95 input
Aic	1.37 input
S	0.2 input

Minimum RRv **1323** cf required

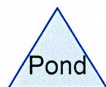
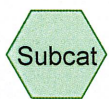
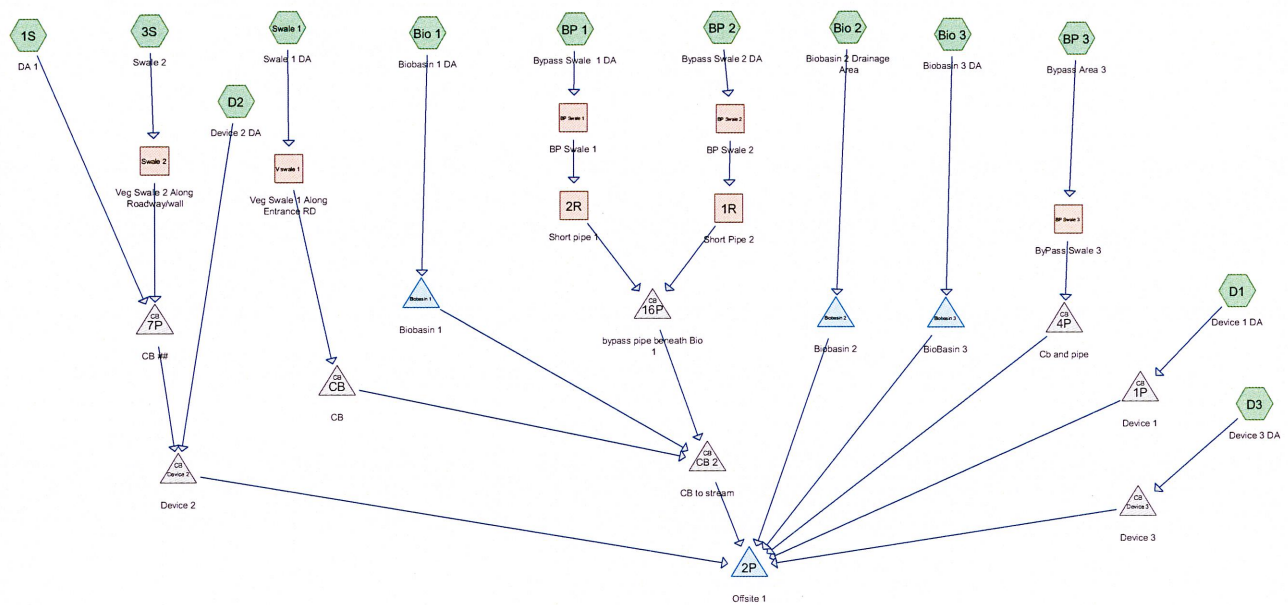
<b>8</b>	Summary of RRv Provided (From NYSDEC Spreadsheets)	
	Practice	RRv Provided (cf)
	Biobasin 1	790
	Biobasin 2	485
	Biobasin 3	1021
	Total Provided	2296
	Required Minimum RRv	1323
	Standard Practice Total RRv provided	2296
	Remaining RRv	<b>0</b>



Appendix G

HYDROCAD MODELING OUTPUT







**Post Dev**

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**Summary for Pond 1P: Device 1**

Inflow Area = 1.900 ac, 62.63% Impervious, Inflow Depth > 1.60" for 1 yr event  
Inflow = 3.75 cfs @ 12.09 hrs, Volume= 0.253 af  
Outflow = 3.75 cfs @ 12.09 hrs, Volume= 0.253 af, Atten= 0%, Lag= 0.0 min  
Primary = 3.75 cfs @ 12.09 hrs, Volume= 0.253 af  
Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 4.93' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	4.00'	<b>18.0" Round Culvert</b> L= 33.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 4.00' / 3.00' S= 0.0303 ' S= 0.0303 ' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=3.70 cfs @ 12.09 hrs HW=4.92' (Free Discharge)  
↑**1=Culvert** (Inlet Controls 3.70 cfs @ 3.26 fps)

**Summary for Pond 2P: Offsite 1**

Inflow Area = 9.175 ac, 37.82% Impervious, Inflow Depth > 1.07" for 1 yr event  
Inflow = 10.02 cfs @ 12.10 hrs, Volume= 0.821 af  
Primary = 10.02 cfs @ 12.10 hrs, Volume= 0.821 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs

**Summary for Pond 4P: Cb and pipe**

Inflow Area = 2.170 ac, 0.00% Impervious, Inflow Depth > 0.32" for 1 yr event  
Inflow = 0.52 cfs @ 12.21 hrs, Volume= 0.058 af  
Outflow = 0.52 cfs @ 12.21 hrs, Volume= 0.058 af, Atten= 0%, Lag= 0.0 min  
Primary = 0.52 cfs @ 12.21 hrs, Volume= 0.058 af  
Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 22.29' @ 12.21 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	22.00'	<b>24.0" Round Culvert</b> L= 15.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 22.00' / 21.00' S= 0.0667 ' S= 0.0667 ' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 3.14 sf

**Primary OutFlow** Max=0.52 cfs @ 12.21 hrs HW=22.29' (Free Discharge)  
↑**1=Culvert** (Inlet Controls 0.52 cfs @ 1.84 fps)



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**Summary for Pond 7P: CB ##**

Inflow Area = 0.568 ac, 72.37% Impervious, Inflow Depth > 1.80" for 1 yr event  
Inflow = 1.08 cfs @ 12.12 hrs, Volume= 0.085 af  
Outflow = 1.08 cfs @ 12.12 hrs, Volume= 0.085 af, Atten= 0%, Lag= 0.0 min  
Primary = 1.08 cfs @ 12.12 hrs, Volume= 0.085 af  
Routed to Pond Device 2 : Device 2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 28.49' @ 12.12 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	28.00'	<b>15.0" Round Culvert</b> L= 5.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 28.00' / 27.00' S= 0.2000 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf

**Primary OutFlow** Max=1.07 cfs @ 12.12 hrs HW=28.49' (Free Discharge)  
↑**1=Culvert** (Inlet Controls 1.07 cfs @ 2.39 fps)

**Summary for Pond 16P: bypass pipe beneath Bio 1**

Inflow Area = 1.188 ac, 0.00% Impervious, Inflow Depth > 0.27" for 1 yr event  
Inflow = 0.21 cfs @ 12.24 hrs, Volume= 0.027 af  
Outflow = 0.21 cfs @ 12.24 hrs, Volume= 0.027 af, Atten= 0%, Lag= 0.0 min  
Primary = 0.21 cfs @ 12.24 hrs, Volume= 0.027 af  
Routed to Pond CB 2 : CB to stream

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 30.20' @ 12.24 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	30.00'	<b>18.0" Round Culvert</b> L= 43.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 30.00' / 29.00' S= 0.0233 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=0.21 cfs @ 12.24 hrs HW=30.20' (Free Discharge)  
↑**1=Culvert** (Inlet Controls 0.21 cfs @ 1.52 fps)

**Summary for Pond Biobasin 1: Biobasin 1**

Inflow Area = 0.228 ac, 71.43% Impervious, Inflow Depth > 1.77" for 1 yr event  
Inflow = 0.49 cfs @ 12.09 hrs, Volume= 0.034 af  
Outflow = 0.17 cfs @ 12.38 hrs, Volume= 0.020 af, Atten= 66%, Lag= 17.5 min  
Primary = 0.17 cfs @ 12.38 hrs, Volume= 0.020 af  
Routed to Pond CB 2 : CB to stream

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs



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Peak Elev= 34.16' @ 12.38 hrs Surf.Area= 1,261 sf Storage= 752 cf

Plug-Flow detention time= 157.7 min calculated for 0.020 af (59% of inflow)

Center-of-Mass det. time= 82.1 min ( 850.7 - 768.6 )

Volume	Invert	Avail.Storage	Storage Description
#1	33.50'	4,147 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
33.50	1,114	0	0
34.00	1,138	563	563
35.00	1,915	1,527	2,090
36.00	2,200	2,058	4,147

Device	Routing	Invert	Outlet Devices
#1	Primary	29.00'	<b>30.0" Round Culvert</b> L= 140.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 29.00' / 28.00' S= 0.0071 ' / Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 4.91 sf
#2	Device 1	34.00'	<b>4.0" Vert. Orifice/Grate X 3.00</b> C= 0.600 Limited to weir flow at low heads
#3	Device 1	35.00'	<b>24.0" x 48.0" Horiz. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads

**Primary OutFlow** Max=0.17 cfs @ 12.38 hrs HW=34.16' (Free Discharge)

1=Culvert (Passes 0.17 cfs of 45.06 cfs potential flow)

2=Orifice/Grate (Orifice Controls 0.17 cfs @ 1.35 fps)

3=Orifice/Grate ( Controls 0.00 cfs)

**Summary for Pond Biobasin 2: Biobasin 2**

Inflow Area = 0.285 ac, 30.09% Impervious, Inflow Depth > 1.17" for 1 yr event

Inflow = 0.42 cfs @ 12.09 hrs, Volume= 0.028 af

Outflow = 0.07 cfs @ 12.60 hrs, Volume= 0.016 af, Atten= 83%, Lag= 30.3 min

Primary = 0.07 cfs @ 12.60 hrs, Volume= 0.016 af

Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs

Peak Elev= 30.66' @ 12.60 hrs Surf.Area= 1,160 sf Storage= 631 cf

Plug-Flow detention time= 168.9 min calculated for 0.016 af (57% of inflow)

Center-of-Mass det. time= 90.2 min ( 888.4 - 798.1 )

Volume	Invert	Avail.Storage	Storage Description
#1	30.00'	2,737 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
30.00	765	0	0
32.00	1,972	2,737	2,737



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Device	Routing	Invert	Outlet Devices
#1	Primary	27.00'	<b>15.0" Round Culvert</b> L= 80.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 27.00' / 26.00' S= 0.0125 ' S= 0.0125 ' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf
#2	Device 1	31.00'	<b>24.0" x 48.0" Horiz. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads
#3	Device 1	30.50'	<b>6.0" Vert. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads

**Primary OutFlow** Max=0.07 cfs @ 12.60 hrs HW=30.66' (Free Discharge)

1=Culvert (Passes 0.07 cfs of 9.91 cfs potential flow)  
 2=Orifice/Grate ( Controls 0.00 cfs)  
 3=Orifice/Grate (Orifice Controls 0.07 cfs @ 1.34 fps)

**Summary for Pond Biobasin 3: BioBasin 3**

Inflow Area = 0.575 ac, 78.51% Impervious, Inflow Depth > 1.95" for 1 yr event  
 Inflow = 1.33 cfs @ 12.09 hrs, Volume= 0.093 af  
 Outflow = 0.99 cfs @ 12.16 hrs, Volume= 0.080 af, Atten= 26%, Lag= 4.3 min  
 Primary = 0.99 cfs @ 12.16 hrs, Volume= 0.080 af  
 Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
 Peak Elev= 21.77' @ 12.16 hrs Surf.Area= 1,387 sf Storage= 946 cf

Plug-Flow detention time= 81.8 min calculated for 0.079 af (85% of inflow)  
 Center-of-Mass det. time= 38.2 min ( 796.5 - 758.3 )

Volume	Invert	Avail.Storage	Storage Description
#1	21.00'	2,981 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
21.00	1,064	0	0
22.00	1,482	1,273	1,273
23.00	1,934	1,708	2,981

Device	Routing	Invert	Outlet Devices
#1	Primary	18.00'	<b>18.0" Round Culvert</b> L= 38.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 18.00' / 11.00' S= 0.1842 ' S= 0.1842 ' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf
#2	Device 1	21.50'	<b>6.0" Horiz. Orifice/Grate X 2.00</b> C= 0.600 Limited to weir flow at low heads
#3	Device 1	22.00'	<b>24.0" x 48.0" Horiz. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads
#4	Primary	22.30'	<b>8.0' long x 12.0' breadth Broad-Crested Rectangular Weir</b> Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.57 2.62 2.70 2.67 2.66 2.67 2.66 2.64



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**Primary OutFlow** Max=0.98 cfs @ 12.16 hrs HW=21.77' (Free Discharge)

- 1=Culvert (Passes 0.98 cfs of 14.79 cfs potential flow)
- 2=Orifice/Grate (Orifice Controls 0.98 cfs @ 2.50 fps)
- 3=Orifice/Grate (Controls 0.00 cfs)
- 4=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

**Summary for Pond CB: CB**

Inflow Area = 0.470 ac, 10.21% Impervious, Inflow Depth > 0.99" for 1 yr event  
Inflow = 0.56 cfs @ 12.13 hrs, Volume= 0.039 af  
Outflow = 0.56 cfs @ 12.13 hrs, Volume= 0.039 af, Atten= 0%, Lag= 0.0 min  
Primary = 0.56 cfs @ 12.13 hrs, Volume= 0.039 af  
Routed to Pond CB 2 : CB to stream

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 33.83' @ 12.13 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	33.50'	<b>18.0" Round Culvert</b> L= 5.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 33.50' / 30.00' S= 0.7000 ' / Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=0.55 cfs @ 12.13 hrs HW=33.83' (Free Discharge)

- 1=Culvert (Inlet Controls 0.55 cfs @ 1.95 fps)

**Summary for Pond CB 2: CB to stream**

Inflow Area = 1.886 ac, 11.20% Impervious, Inflow Depth > 0.54" for 1 yr event  
Inflow = 0.76 cfs @ 12.18 hrs, Volume= 0.085 af  
Outflow = 0.76 cfs @ 12.18 hrs, Volume= 0.085 af, Atten= 0%, Lag= 0.0 min  
Primary = 0.76 cfs @ 12.18 hrs, Volume= 0.085 af  
Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 26.33' @ 12.18 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	26.00'	<b>30.0" Round Culvert</b> L= 45.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 26.00' / 25.50' S= 0.0111 ' / Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 4.91 sf

**Primary OutFlow** Max=0.76 cfs @ 12.18 hrs HW=26.33' (Free Discharge)

- 1=Culvert (Inlet Controls 0.76 cfs @ 1.96 fps)



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**Summary for Pond Device 2: Device 2**

Inflow Area = 1.548 ac, 64.02% Impervious, Inflow Depth > 1.67" for 1 yr event  
Inflow = 2.96 cfs @ 12.10 hrs, Volume= 0.216 af  
Outflow = 2.96 cfs @ 12.10 hrs, Volume= 0.216 af, Atten= 0%, Lag= 0.0 min  
Primary = 2.96 cfs @ 12.10 hrs, Volume= 0.216 af  
Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 25.81' @ 12.10 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	25.00'	<b>18.0" Round Culvert</b> L= 135.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 25.00' / 13.00' S= 0.0889 '/ Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=2.93 cfs @ 12.10 hrs HW=25.80' (Free Discharge)  
↑**1=Culvert** (Inlet Controls 2.93 cfs @ 3.05 fps)

**Summary for Pond Device 3: Device 3**

Inflow Area = 0.810 ac, 66.67% Impervious, Inflow Depth > 1.68" for 1 yr event  
Inflow = 1.67 cfs @ 12.09 hrs, Volume= 0.113 af  
Outflow = 1.67 cfs @ 12.09 hrs, Volume= 0.113 af, Atten= 0%, Lag= 0.0 min  
Primary = 1.67 cfs @ 12.09 hrs, Volume= 0.113 af  
Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 13.09' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	12.50'	<b>18.0" Round Culvert</b> L= 50.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 12.50' / 11.00' S= 0.0300 '/ Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=1.65 cfs @ 12.09 hrs HW=13.08' (Free Discharge)  
↑**1=Culvert** (Inlet Controls 1.65 cfs @ 2.60 fps)



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**Summary for Pond 1P: Device 1**

Inflow Area = 1.900 ac, 62.63% Impervious, Inflow Depth > 3.53" for 10 yr event  
Inflow = 7.96 cfs @ 12.09 hrs, Volume= 0.559 af  
Outflow = 7.96 cfs @ 12.09 hrs, Volume= 0.559 af, Atten= 0%, Lag= 0.0 min  
Primary = 7.96 cfs @ 12.09 hrs, Volume= 0.559 af  
Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs

Peak Elev= 5.63' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	4.00'	<b>18.0" Round Culvert</b> L= 33.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 4.00' / 3.00' S= 0.0303 '/ Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=7.89 cfs @ 12.09 hrs HW=5.61' (Free Discharge)

↑1=Culvert (Inlet Controls 7.89 cfs @ 4.46 fps)

**Summary for Pond 2P: Offsite 1**

Inflow Area = 9.175 ac, 37.82% Impervious, Inflow Depth > 2.68" for 10 yr event  
Inflow = 25.97 cfs @ 12.11 hrs, Volume= 2.051 af  
Primary = 25.97 cfs @ 12.11 hrs, Volume= 2.051 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs

**Summary for Pond 4P: Cb and pipe**

Inflow Area = 2.170 ac, 0.00% Impervious, Inflow Depth > 1.42" for 10 yr event  
Inflow = 3.34 cfs @ 12.16 hrs, Volume= 0.257 af  
Outflow = 3.34 cfs @ 12.16 hrs, Volume= 0.257 af, Atten= 0%, Lag= 0.0 min  
Primary = 3.34 cfs @ 12.16 hrs, Volume= 0.257 af  
Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs

Peak Elev= 22.77' @ 12.16 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	22.00'	<b>24.0" Round Culvert</b> L= 15.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 22.00' / 21.00' S= 0.0667 '/ Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 3.14 sf

**Primary OutFlow** Max=3.31 cfs @ 12.16 hrs HW=22.77' (Free Discharge)

↑1=Culvert (Inlet Controls 3.31 cfs @ 2.98 fps)



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**Summary for Pond 7P: CB ##**

Inflow Area = 0.568 ac, 72.37% Impervious, Inflow Depth > 3.76" for 10 yr event  
Inflow = 2.26 cfs @ 12.11 hrs, Volume= 0.178 af  
Outflow = 2.26 cfs @ 12.11 hrs, Volume= 0.178 af, Atten= 0%, Lag= 0.0 min  
Primary = 2.26 cfs @ 12.11 hrs, Volume= 0.178 af  
Routed to Pond Device 2 : Device 2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 28.75' @ 12.11 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	28.00'	<b>15.0" Round Culvert</b> L= 5.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 28.00' / 27.00' S= 0.2000 ' S= 0.2000 ' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf

**Primary OutFlow** Max=2.24 cfs @ 12.11 hrs HW=28.75' (Free Discharge)  
↑1=Culvert (Inlet Controls 2.24 cfs @ 2.94 fps)

**Summary for Pond 16P: bypass pipe beneath Bio 1**

Inflow Area = 1.188 ac, 0.00% Impervious, Inflow Depth > 1.31" for 10 yr event  
Inflow = 1.67 cfs @ 12.16 hrs, Volume= 0.129 af  
Outflow = 1.67 cfs @ 12.16 hrs, Volume= 0.129 af, Atten= 0%, Lag= 0.0 min  
Primary = 1.67 cfs @ 12.16 hrs, Volume= 0.129 af  
Routed to Pond CB 2 : CB to stream

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 30.59' @ 12.16 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	30.00'	<b>18.0" Round Culvert</b> L= 43.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 30.00' / 29.00' S= 0.0233 ' S= 0.0233 ' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=1.66 cfs @ 12.16 hrs HW=30.58' (Free Discharge)  
↑1=Culvert (Inlet Controls 1.66 cfs @ 2.60 fps)

**Summary for Pond Biobasin 1: Biobasin 1**

Inflow Area = 0.228 ac, 71.43% Impervious, Inflow Depth > 3.73" for 10 yr event  
Inflow = 0.99 cfs @ 12.08 hrs, Volume= 0.071 af  
Outflow = 0.61 cfs @ 12.19 hrs, Volume= 0.057 af, Atten= 39%, Lag= 6.3 min  
Primary = 0.61 cfs @ 12.19 hrs, Volume= 0.057 af  
Routed to Pond CB 2 : CB to stream

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs



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Peak Elev= 34.40' @ 12.19 hrs Surf.Area= 1,447 sf Storage= 1,076 cf

Plug-Flow detention time= 107.3 min calculated for 0.057 af (80% of inflow)

Center-of-Mass det. time= 54.5 min ( 807.0 - 752.5 )

Volume	Invert	Avail.Storage	Storage Description
#1	33.50'	4,147 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
33.50	1,114	0	0
34.00	1,138	563	563
35.00	1,915	1,527	2,090
36.00	2,200	2,058	4,147

Device	Routing	Invert	Outlet Devices
#1	Primary	29.00'	<b>30.0" Round Culvert</b> L= 140.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 29.00' / 28.00' S= 0.0071 ' / Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 4.91 sf
#2	Device 1	34.00'	<b>4.0" Vert. Orifice/Grate X 3.00</b> C= 0.600 Limited to weir flow at low heads
#3	Device 1	35.00'	<b>24.0" x 48.0" Horiz. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads

**Primary OutFlow** Max=0.60 cfs @ 12.19 hrs HW=34.40' (Free Discharge)

1=Culvert (Passes 0.60 cfs of 46.50 cfs potential flow)  
 2=Orifice/Grate (Orifice Controls 0.60 cfs @ 2.31 fps)  
 3=Orifice/Grate ( Controls 0.00 cfs)

**Summary for Pond Biobasin 2: Biobasin 2**

Inflow Area = 0.285 ac, 30.09% Impervious, Inflow Depth > 2.95" for 10 yr event  
 Inflow = 1.04 cfs @ 12.09 hrs, Volume= 0.070 af  
 Outflow = 0.60 cfs @ 12.21 hrs, Volume= 0.058 af, Atten= 42%, Lag= 7.3 min  
 Primary = 0.60 cfs @ 12.21 hrs, Volume= 0.058 af  
 Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
 Peak Elev= 31.02' @ 12.21 hrs Surf.Area= 1,380 sf Storage= 1,094 cf

Plug-Flow detention time= 95.9 min calculated for 0.058 af (82% of inflow)  
 Center-of-Mass det. time= 47.1 min ( 823.8 - 776.7 )

Volume	Invert	Avail.Storage	Storage Description
#1	30.00'	2,737 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
30.00	765	0	0
32.00	1,972	2,737	2,737



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Device	Routing	Invert	Outlet Devices
#1	Primary	27.00'	<b>15.0" Round Culvert</b> L= 80.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 27.00' / 26.00' S= 0.0125 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf
#2	Device 1	31.00'	<b>24.0" x 48.0" Horiz. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads
#3	Device 1	30.50'	<b>6.0" Vert. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads

**Primary OutFlow** Max=0.59 cfs @ 12.21 hrs HW=31.02' (Free Discharge)

1=Culvert (Passes 0.59 cfs of 10.42 cfs potential flow)  
 2=Orifice/Grate (Weir Controls 0.10 cfs @ 0.45 fps)  
 3=Orifice/Grate (Orifice Controls 0.49 cfs @ 2.50 fps)

**Summary for Pond Biobasin 3: BioBasin 3**

Inflow Area = 0.575 ac, 78.51% Impervious, Inflow Depth > 3.93" for 10 yr event  
 Inflow = 2.58 cfs @ 12.08 hrs, Volume= 0.188 af  
 Outflow = 2.17 cfs @ 12.14 hrs, Volume= 0.174 af, Atten= 16%, Lag= 3.5 min  
 Primary = 2.17 cfs @ 12.14 hrs, Volume= 0.174 af  
 Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
 Peak Elev= 22.07' @ 12.14 hrs Surf.Area= 1,514 sf Storage= 1,379 cf

Plug-Flow detention time= 55.5 min calculated for 0.174 af (93% of inflow)  
 Center-of-Mass det. time= 28.4 min ( 774.1 - 745.7 )

Volume	Invert	Avail.Storage	Storage Description
#1	21.00'	2,981 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
21.00	1,064	0	0
22.00	1,482	1,273	1,273
23.00	1,934	1,708	2,981

Device	Routing	Invert	Outlet Devices
#1	Primary	18.00'	<b>18.0" Round Culvert</b> L= 38.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 18.00' / 11.00' S= 0.1842 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf
#2	Device 1	21.50'	<b>6.0" Horiz. Orifice/Grate X 2.00</b> C= 0.600 Limited to weir flow at low heads
#3	Device 1	22.00'	<b>24.0" x 48.0" Horiz. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads
#4	Primary	22.30'	<b>8.0' long x 12.0' breadth Broad-Crested Rectangular Weir</b> Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.57 2.62 2.70 2.67 2.66 2.67 2.66 2.64



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**Primary OutFlow** Max=2.14 cfs @ 12.14 hrs HW=22.07' (Free Discharge)

- 1=Culvert (Passes 2.14 cfs of 15.50 cfs potential flow)
- 2=Orifice/Grate (Orifice Controls 1.43 cfs @ 3.63 fps)
- 3=Orifice/Grate (Weir Controls 0.72 cfs @ 0.86 fps)
- 4=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

**Summary for Pond CB: CB**

Inflow Area = 0.470 ac, 10.21% Impervious, Inflow Depth > 2.67" for 10 yr event  
Inflow = 1.53 cfs @ 12.12 hrs, Volume= 0.104 af  
Outflow = 1.53 cfs @ 12.12 hrs, Volume= 0.104 af, Atten= 0%, Lag= 0.0 min  
Primary = 1.53 cfs @ 12.12 hrs, Volume= 0.104 af  
Routed to Pond CB 2 : CB to stream

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 34.06' @ 12.12 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	33.50'	<b>18.0" Round Culvert</b> L= 5.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 33.50' / 30.00' S= 0.7000 '/ Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=1.51 cfs @ 12.12 hrs HW=34.06' (Free Discharge)

- 1=Culvert (Inlet Controls 1.51 cfs @ 2.54 fps)

**Summary for Pond CB 2: CB to stream**

Inflow Area = 1.886 ac, 11.20% Impervious, Inflow Depth > 1.85" for 10 yr event  
Inflow = 3.71 cfs @ 12.14 hrs, Volume= 0.291 af  
Outflow = 3.71 cfs @ 12.14 hrs, Volume= 0.291 af, Atten= 0%, Lag= 0.0 min  
Primary = 3.71 cfs @ 12.14 hrs, Volume= 0.291 af  
Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 26.77' @ 12.14 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	26.00'	<b>30.0" Round Culvert</b> L= 45.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 26.00' / 25.50' S= 0.0111 '/ Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 4.91 sf

**Primary OutFlow** Max=3.70 cfs @ 12.14 hrs HW=26.77' (Free Discharge)

- 1=Culvert (Barrel Controls 3.70 cfs @ 4.29 fps)



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**Summary for Pond Device 2: Device 2**

Inflow Area = 1.548 ac, 64.02% Impervious, Inflow Depth > 3.62" for 10 yr event  
Inflow = 6.30 cfs @ 12.09 hrs, Volume= 0.467 af  
Outflow = 6.30 cfs @ 12.09 hrs, Volume= 0.467 af, Atten= 0%, Lag= 0.0 min  
Primary = 6.30 cfs @ 12.09 hrs, Volume= 0.467 af  
Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 26.30' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	25.00'	<b>18.0" Round Culvert</b> L= 135.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 25.00' / 13.00' S= 0.0889 '/ Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=6.21 cfs @ 12.09 hrs HW=26.28' (Free Discharge)  
↑**1=Culvert** (Inlet Controls 6.21 cfs @ 3.86 fps)

**Summary for Pond Device 3: Device 3**

Inflow Area = 0.810 ac, 66.67% Impervious, Inflow Depth > 3.63" for 10 yr event  
Inflow = 3.46 cfs @ 12.09 hrs, Volume= 0.245 af  
Outflow = 3.46 cfs @ 12.09 hrs, Volume= 0.245 af, Atten= 0%, Lag= 0.0 min  
Primary = 3.46 cfs @ 12.09 hrs, Volume= 0.245 af  
Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 13.38' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	12.50'	<b>18.0" Round Culvert</b> L= 50.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 12.50' / 11.00' S= 0.0300 '/ Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=3.43 cfs @ 12.09 hrs HW=13.38' (Free Discharge)  
↑**1=Culvert** (Inlet Controls 3.43 cfs @ 3.19 fps)



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**Summary for Pond 1P: Device 1**

Inflow Area = 1.900 ac, 62.63% Impervious, Inflow Depth > 6.98" for 100 yr event  
Inflow = 15.18 cfs @ 12.08 hrs, Volume= 1.105 af  
Outflow = 15.18 cfs @ 12.08 hrs, Volume= 1.105 af, Atten= 0%, Lag= 0.0 min  
Primary = 15.18 cfs @ 12.08 hrs, Volume= 1.105 af  
Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 7.93' @ 12.08 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	4.00'	<b>18.0" Round Culvert</b> L= 33.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 4.00' / 3.00' S= 0.0303 ' / ' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=15.06 cfs @ 12.08 hrs HW=7.88' (Free Discharge)  
↑**1=Culvert** (Inlet Controls 15.06 cfs @ 8.52 fps)

**Summary for Pond 2P: Offsite 1**

Inflow Area = 9.175 ac, 37.82% Impervious, Inflow Depth > 5.82" for 100 yr event  
Inflow = 57.95 cfs @ 12.10 hrs, Volume= 4.453 af  
Primary = 57.95 cfs @ 12.10 hrs, Volume= 4.453 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs

**Summary for Pond 4P: Cb and pipe**

Inflow Area = 2.170 ac, 0.00% Impervious, Inflow Depth > 4.10" for 100 yr event  
Inflow = 10.03 cfs @ 12.14 hrs, Volume= 0.741 af  
Outflow = 10.03 cfs @ 12.14 hrs, Volume= 0.741 af, Atten= 0%, Lag= 0.0 min  
Primary = 10.03 cfs @ 12.14 hrs, Volume= 0.741 af  
Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 23.45' @ 12.14 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	22.00'	<b>24.0" Round Culvert</b> L= 15.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 22.00' / 21.00' S= 0.0667 ' / ' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 3.14 sf

**Primary OutFlow** Max=9.99 cfs @ 12.14 hrs HW=23.45' (Free Discharge)  
↑**1=Culvert** (Inlet Controls 9.99 cfs @ 4.10 fps)



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**Summary for Pond 7P: CB ##**

Inflow Area = 0.568 ac, 72.37% Impervious, Inflow Depth > 7.19" for 100 yr event  
Inflow = 4.30 cfs @ 12.11 hrs, Volume= 0.341 af  
Outflow = 4.30 cfs @ 12.11 hrs, Volume= 0.341 af, Atten= 0%, Lag= 0.0 min  
Primary = 4.30 cfs @ 12.11 hrs, Volume= 0.341 af  
Routed to Pond Device 2 : Device 2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 29.15' @ 12.11 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	28.00'	<b>15.0" Round Culvert</b> L= 5.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 28.00' / 27.00' S= 0.2000 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf

**Primary OutFlow** Max=4.30 cfs @ 12.11 hrs HW=29.15' (Free Discharge)  
↑1=Culvert (Inlet Controls 4.30 cfs @ 3.65 fps)

**Summary for Pond 16P: bypass pipe beneath Bio 1**

Inflow Area = 1.188 ac, 0.00% Impervious, Inflow Depth > 3.90" for 100 yr event  
Inflow = 5.27 cfs @ 12.14 hrs, Volume= 0.386 af  
Outflow = 5.27 cfs @ 12.14 hrs, Volume= 0.386 af, Atten= 0%, Lag= 0.0 min  
Primary = 5.27 cfs @ 12.14 hrs, Volume= 0.386 af  
Routed to Pond CB 2 : CB to stream

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 31.14' @ 12.14 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	30.00'	<b>18.0" Round Culvert</b> L= 43.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 30.00' / 29.00' S= 0.0233 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=5.26 cfs @ 12.14 hrs HW=31.14' (Free Discharge)  
↑1=Culvert (Inlet Controls 5.26 cfs @ 3.64 fps)

**Summary for Pond Biobasin 1: Biobasin 1**

Inflow Area = 0.228 ac, 71.43% Impervious, Inflow Depth > 7.18" for 100 yr event  
Inflow = 1.85 cfs @ 12.08 hrs, Volume= 0.137 af  
Outflow = 0.94 cfs @ 12.23 hrs, Volume= 0.122 af, Atten= 49%, Lag= 8.5 min  
Primary = 0.94 cfs @ 12.23 hrs, Volume= 0.122 af  
Routed to Pond CB 2 : CB to stream

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs



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Peak Elev= 34.72' @ 12.23 hrs Surf.Area= 1,701 sf Storage= 1,591 cf

Plug-Flow detention time= 78.1 min calculated for 0.122 af (89% of inflow)

Center-of-Mass det. time= 43.1 min ( 785.5 - 742.4 )

Volume	Invert	Avail.Storage	Storage Description
#1	33.50'	4,147 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
33.50	1,114	0	0
34.00	1,138	563	563
35.00	1,915	1,527	2,090
36.00	2,200	2,058	4,147

Device	Routing	Invert	Outlet Devices
#1	Primary	29.00'	<b>30.0" Round Culvert</b> L= 140.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 29.00' / 28.00' S= 0.0071 ' S= 0.0071 ' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 4.91 sf
#2	Device 1	34.00'	<b>4.0" Vert. Orifice/Grate X 3.00</b> C= 0.600 Limited to weir flow at low heads
#3	Device 1	35.00'	<b>24.0" x 48.0" Horiz. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads

**Primary OutFlow** Max=0.94 cfs @ 12.23 hrs HW=34.72' (Free Discharge)

1=Culvert (Passes 0.94 cfs of 48.42 cfs potential flow)

2=Orifice/Grate (Orifice Controls 0.94 cfs @ 3.59 fps)

3=Orifice/Grate ( Controls 0.00 cfs)

**Summary for Pond Biobasin 2: Biobasin 2**

Inflow Area = 0.285 ac, 30.09% Impervious, Inflow Depth > 6.32" for 100 yr event

Inflow = 2.14 cfs @ 12.09 hrs, Volume= 0.150 af

Outflow = 2.08 cfs @ 12.11 hrs, Volume= 0.137 af, Atten= 3%, Lag= 1.3 min

Primary = 2.08 cfs @ 12.11 hrs, Volume= 0.137 af

Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs

Peak Elev= 31.11' @ 12.11 hrs Surf.Area= 1,437 sf Storage= 1,226 cf

Plug-Flow detention time= 65.1 min calculated for 0.137 af (91% of inflow)

Center-of-Mass det. time= 35.0 min ( 794.0 - 759.0 )

Volume	Invert	Avail.Storage	Storage Description
#1	30.00'	2,737 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
30.00	765	0	0
32.00	1,972	2,737	2,737



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Type III 24-hr 100 yr Rainfall=8.49"

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Device	Routing	Invert	Outlet Devices
#1	Primary	27.00'	<b>15.0" Round Culvert</b> L= 80.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 27.00' / 26.00' S= 0.0125 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf
#2	Device 1	31.00'	<b>24.0" x 48.0" Horiz. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads
#3	Device 1	30.50'	<b>6.0" Vert. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads

**Primary OutFlow** Max=2.06 cfs @ 12.11 hrs HW=31.11' (Free Discharge)

1=Culvert (Passes 2.06 cfs of 10.55 cfs potential flow)  
 2=Orifice/Grate (Weir Controls 1.49 cfs @ 1.10 fps)  
 3=Orifice/Grate (Orifice Controls 0.57 cfs @ 2.90 fps)

**Summary for Pond Biobasin 3: BioBasin 3**

Inflow Area = 0.575 ac, 78.51% Impervious, Inflow Depth > 7.37" for 100 yr event  
 Inflow = 4.72 cfs @ 12.08 hrs, Volume= 0.353 af  
 Outflow = 4.61 cfs @ 12.10 hrs, Volume= 0.339 af, Atten= 2%, Lag= 1.1 min  
 Primary = 4.61 cfs @ 12.10 hrs, Volume= 0.339 af  
 Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
 Peak Elev= 22.18' @ 12.10 hrs Surf.Area= 1,564 sf Storage= 1,551 cf

Plug-Flow detention time= 35.8 min calculated for 0.338 af (96% of inflow)  
 Center-of-Mass det. time= 19.4 min ( 757.7 - 738.3 )

Volume	Invert	Avail.Storage	Storage Description
#1	21.00'	2,981 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
21.00	1,064	0	0
22.00	1,482	1,273	1,273
23.00	1,934	1,708	2,981

Device	Routing	Invert	Outlet Devices
#1	Primary	18.00'	<b>18.0" Round Culvert</b> L= 38.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 18.00' / 11.00' S= 0.1842 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf
#2	Device 1	21.50'	<b>6.0" Horiz. Orifice/Grate X 2.00</b> C= 0.600 Limited to weir flow at low heads
#3	Device 1	22.00'	<b>24.0" x 48.0" Horiz. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads
#4	Primary	22.30'	<b>8.0' long x 12.0' breadth Broad-Crested Rectangular Weir</b> Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.57 2.62 2.70 2.67 2.66 2.67 2.66 2.64



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Type III 24-hr 100 yr Rainfall=8.49"

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**Primary OutFlow** Max=4.56 cfs @ 12.10 hrs HW=22.18' (Free Discharge)

- 1=Culvert (Passes 4.56 cfs of 15.76 cfs potential flow)
- 2=Orifice/Grate (Orifice Controls 1.56 cfs @ 3.97 fps)
- 3=Orifice/Grate (Weir Controls 3.00 cfs @ 1.39 fps)
- 4=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

**Summary for Pond CB: CB**

Inflow Area = 0.470 ac, 10.21% Impervious, Inflow Depth > 5.96" for 100 yr event  
Inflow = 3.30 cfs @ 12.11 hrs, Volume= 0.234 af  
Outflow = 3.30 cfs @ 12.11 hrs, Volume= 0.234 af, Atten= 0%, Lag= 0.0 min  
Primary = 3.30 cfs @ 12.11 hrs, Volume= 0.234 af  
Routed to Pond CB 2 : CB to stream

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 34.36' @ 12.11 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	33.50'	<b>18.0" Round Culvert</b> L= 5.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 33.50' / 30.00' S= 0.7000 '/ Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=3.29 cfs @ 12.11 hrs HW=34.36' (Free Discharge)

- 1=Culvert (Inlet Controls 3.29 cfs @ 3.15 fps)

**Summary for Pond CB 2: CB to stream**

Inflow Area = 1.886 ac, 11.20% Impervious, Inflow Depth > 4.72" for 100 yr event  
Inflow = 9.30 cfs @ 12.13 hrs, Volume= 0.742 af  
Outflow = 9.30 cfs @ 12.13 hrs, Volume= 0.742 af, Atten= 0%, Lag= 0.0 min  
Primary = 9.30 cfs @ 12.13 hrs, Volume= 0.742 af  
Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 27.32' @ 12.13 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	26.00'	<b>30.0" Round Culvert</b> L= 45.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 26.00' / 25.50' S= 0.0111 '/ Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 4.91 sf

**Primary OutFlow** Max=9.22 cfs @ 12.13 hrs HW=27.31' (Free Discharge)

- 1=Culvert (Barrel Controls 9.22 cfs @ 5.14 fps)



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Type III 24-hr 100 yr Rainfall=8.49"

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**Summary for Pond Device 2: Device 2**

Inflow Area = 1.548 ac, 64.02% Impervious, Inflow Depth > 7.06" for 100 yr event  
Inflow = 12.03 cfs @ 12.09 hrs, Volume= 0.911 af  
Outflow = 12.03 cfs @ 12.09 hrs, Volume= 0.911 af, Atten= 0%, Lag= 0.0 min  
Primary = 12.03 cfs @ 12.09 hrs, Volume= 0.911 af  
Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 27.75' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	25.00'	<b>18.0" Round Culvert</b> L= 135.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 25.00' / 13.00' S= 0.0889 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=11.86 cfs @ 12.09 hrs HW=27.69' (Free Discharge)  
↑1=Culvert (Inlet Controls 11.86 cfs @ 6.71 fps)

**Summary for Pond Device 3: Device 3**

Inflow Area = 0.810 ac, 66.67% Impervious, Inflow Depth > 7.08" for 100 yr event  
Inflow = 6.52 cfs @ 12.08 hrs, Volume= 0.478 af  
Outflow = 6.52 cfs @ 12.08 hrs, Volume= 0.478 af, Atten= 0%, Lag= 0.0 min  
Primary = 6.52 cfs @ 12.08 hrs, Volume= 0.478 af  
Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 13.83' @ 12.08 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	12.50'	<b>18.0" Round Culvert</b> L= 50.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 12.50' / 11.00' S= 0.0300 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=6.47 cfs @ 12.08 hrs HW=13.82' (Free Discharge)  
↑1=Culvert (Inlet Controls 6.47 cfs @ 3.92 fps)



**Summary for Pond 1P: Device 1**

Inflow Area = 1.900 ac, 62.63% Impervious, Inflow Depth > 0.61" for WQv rainfall event  
 Inflow = 1.46 cfs @ 12.09 hrs, Volume= 0.097 af  
 Outflow = 1.46 cfs @ 12.09 hrs, Volume= 0.097 af, Atten= 0%, Lag= 0.0 min  
 Primary = 1.46 cfs @ 12.09 hrs, Volume= 0.097 af  
 Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
 Peak Elev= 4.54' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	4.00'	<b>18.0" Round Culvert</b> L= 33.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 4.00' / 3.00' S= 0.0303 ' / ' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=1.43 cfs @ 12.09 hrs HW=4.54' (Free Discharge)  
 ↑1=Culvert (Inlet Controls 1.43 cfs @ 2.50 fps)

**Summary for Pond 2P: Offsite 1**

Inflow Area = 9.175 ac, 37.82% Impervious, Inflow Depth > 0.35" for WQv rainfall event  
 Inflow = 3.55 cfs @ 12.11 hrs, Volume= 0.270 af  
 Primary = 3.55 cfs @ 12.11 hrs, Volume= 0.270 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs

**Summary for Pond 4P: Cb and pipe**

Inflow Area = 2.170 ac, 0.00% Impervious, Inflow Depth > 0.02" for WQv rainfall event  
 Inflow = 0.01 cfs @ 15.26 hrs, Volume= 0.003 af  
 Outflow = 0.01 cfs @ 15.26 hrs, Volume= 0.003 af, Atten= 0%, Lag= 0.0 min  
 Primary = 0.01 cfs @ 15.26 hrs, Volume= 0.003 af  
 Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
 Peak Elev= 22.03' @ 15.26 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	22.00'	<b>24.0" Round Culvert</b> L= 15.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 22.00' / 21.00' S= 0.0667 ' / ' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 3.14 sf

**Primary OutFlow** Max=0.01 cfs @ 15.26 hrs HW=22.03' (Free Discharge)  
 ↑1=Culvert (Inlet Controls 0.01 cfs @ 0.61 fps)



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Type III 24-hr WQv rainfall Rainfall=1.40"

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**Summary for Pond 7P: CB ##**

Inflow Area = 0.568 ac, 72.37% Impervious, Inflow Depth > 0.77" for WQv rainfall event  
 Inflow = 0.45 cfs @ 12.15 hrs, Volume= 0.036 af  
 Outflow = 0.45 cfs @ 12.15 hrs, Volume= 0.036 af, Atten= 0%, Lag= 0.0 min  
 Primary = 0.45 cfs @ 12.15 hrs, Volume= 0.036 af  
 Routed to Pond Device 2 : Device 2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
 Peak Elev= 28.31' @ 12.15 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	28.00'	<b>15.0" Round Culvert</b> L= 5.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 28.00' / 27.00' S= 0.2000 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf

**Primary OutFlow** Max=0.45 cfs @ 12.15 hrs HW=28.31' (Free Discharge)  
 ↑1=Culvert (Inlet Controls 0.45 cfs @ 1.89 fps)

**Summary for Pond 16P: bypass pipe beneath Bio 1**

Inflow Area = 1.188 ac, 0.00% Impervious, Inflow Depth > 0.01" for WQv rainfall event  
 Inflow = 0.00 cfs @ 15.79 hrs, Volume= 0.001 af  
 Outflow = 0.00 cfs @ 15.79 hrs, Volume= 0.001 af, Atten= 0%, Lag= 0.0 min  
 Primary = 0.00 cfs @ 15.79 hrs, Volume= 0.001 af  
 Routed to Pond CB 2 : CB to stream

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
 Peak Elev= 30.02' @ 15.79 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	30.00'	<b>18.0" Round Culvert</b> L= 43.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 30.00' / 29.00' S= 0.0233 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=0.00 cfs @ 15.79 hrs HW=30.02' (Free Discharge)  
 ↑1=Culvert (Inlet Controls 0.00 cfs @ 0.46 fps)

**Summary for Pond Biobasin 1: Biobasin 1**

Inflow Area = 0.228 ac, 71.43% Impervious, Inflow Depth > 0.73" for WQv rainfall event  
 Inflow = 0.21 cfs @ 12.09 hrs, Volume= 0.014 af  
 Outflow = 0.00 cfs @ 20.00 hrs, Volume= 0.000 af, Atten= 98%, Lag= 474.7 min  
 Primary = 0.00 cfs @ 20.00 hrs, Volume= 0.000 af  
 Routed to Pond CB 2 : CB to stream

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs



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Type III 24-hr WQv rainfall Rainfall=1.40"

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Peak Elev= 34.02' @ 20.00 hrs Surf.Area= 1,151 sf Storage= 582 cf

Plug-Flow detention time= 550.9 min calculated for 0.000 af (3% of inflow)

Center-of-Mass det. time= 350.1 min ( 1,139.6 - 789.5 )

Volume	Invert	Avail.Storage	Storage Description
#1	33.50'	4,147 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
33.50	1,114	0	0
34.00	1,138	563	563
35.00	1,915	1,527	2,090
36.00	2,200	2,058	4,147

Device	Routing	Invert	Outlet Devices
#1	Primary	29.00'	<b>30.0" Round Culvert</b> L= 140.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 29.00' / 28.00' S= 0.0071 ' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 4.91 sf
#2	Device 1	34.00'	<b>4.0" Vert. Orifice/Grate X 3.00</b> C= 0.600 Limited to weir flow at low heads
#3	Device 1	35.00'	<b>24.0" x 48.0" Horiz. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads

**Primary OutFlow** Max=0.00 cfs @ 20.00 hrs HW=34.02' (Free Discharge)

1=Culvert (Passes 0.00 cfs of 44.18 cfs potential flow)

2=Orifice/Grate (Orifice Controls 0.00 cfs @ 0.44 fps)

3=Orifice/Grate ( Controls 0.00 cfs)

**Summary for Pond Biobasin 2: Biobasin 2**

Inflow Area = 0.285 ac, 30.09% Impervious, Inflow Depth > 0.35" for WQv rainfall event

Inflow = 0.12 cfs @ 12.10 hrs, Volume= 0.008 af

Outflow = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af, Atten= 100%, Lag= 0.0 min

Primary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af

Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs

Peak Elev= 30.41' @ 20.00 hrs Surf.Area= 1,013 sf Storage= 365 cf

Plug-Flow detention time= (not calculated: initial storage exceeds outflow)

Center-of-Mass det. time= (not calculated: no outflow)

Volume	Invert	Avail.Storage	Storage Description
#1	30.00'	2,737 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
30.00	765	0	0
32.00	1,972	2,737	2,737



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Type III 24-hr WQv rainfall Rainfall=1.40"

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Device	Routing	Invert	Outlet Devices
#1	Primary	27.00'	<b>15.0" Round Culvert</b> L= 80.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 27.00' / 26.00' S= 0.0125 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf
#2	Device 1	31.00'	<b>24.0" x 48.0" Horiz. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads
#3	Device 1	30.50'	<b>6.0" Vert. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads

**Primary OutFlow** Max=0.00 cfs @ 5.00 hrs HW=30.00' (Free Discharge)

1=Culvert (Passes 0.00 cfs of 8.90 cfs potential flow)

2=Orifice/Grate ( Controls 0.00 cfs)

3=Orifice/Grate ( Controls 0.00 cfs)

**Summary for Pond Biobasin 3: BioBasin 3**

Inflow Area = 0.575 ac, 78.51% Impervious, Inflow Depth &gt; 0.86" for WQv rainfall event

Inflow = 0.61 cfs @ 12.09 hrs, Volume= 0.041 af

Outflow = 0.38 cfs @ 12.19 hrs, Volume= 0.028 af, Atten= 38%, Lag= 6.5 min

Primary = 0.38 cfs @ 12.19 hrs, Volume= 0.028 af

Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs

Peak Elev= 21.61' @ 12.19 hrs Surf.Area= 1,319 sf Storage= 728 cf

Plug-Flow detention time= 124.5 min calculated for 0.028 af (67% of inflow)

Center-of-Mass det. time= 56.3 min ( 833.4 - 777.1 )

Volume	Invert	Avail.Storage	Storage Description
#1	21.00'	2,981 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
21.00	1,064	0	0
22.00	1,482	1,273	1,273
23.00	1,934	1,708	2,981

Device	Routing	Invert	Outlet Devices
#1	Primary	18.00'	<b>18.0" Round Culvert</b> L= 38.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 18.00' / 11.00' S= 0.1842 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf
#2	Device 1	21.50'	<b>6.0" Horiz. Orifice/Grate X 2.00</b> C= 0.600 Limited to weir flow at low heads
#3	Device 1	22.00'	<b>24.0" x 48.0" Horiz. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads
#4	Primary	22.30'	<b>8.0' long x 12.0' breadth Broad-Crested Rectangular Weir</b> Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.57 2.62 2.70 2.67 2.66 2.67 2.66 2.64



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Type III 24-hr WQv rainfall Rainfall=1.40"

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**Primary OutFlow** Max=0.38 cfs @ 12.19 hrs HW=21.61' (Free Discharge)

- 1=Culvert (Passes 0.38 cfs of 14.39 cfs potential flow)
- 2=Orifice/Grate (Weir Controls 0.38 cfs @ 1.09 fps)
- 3=Orifice/Grate (Controls 0.00 cfs)
- 4=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

**Summary for Pond CB: CB**

Inflow Area = 0.470 ac, 10.21% Impervious, Inflow Depth > 0.26" for WQv rainfall event  
 Inflow = 0.13 cfs @ 12.17 hrs, Volume= 0.010 af  
 Outflow = 0.13 cfs @ 12.17 hrs, Volume= 0.010 af, Atten= 0%, Lag= 0.0 min  
 Primary = 0.13 cfs @ 12.17 hrs, Volume= 0.010 af  
 Routed to Pond CB 2 : CB to stream

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
 Peak Elev= 33.65' @ 12.17 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	33.50'	<b>18.0" Round Culvert</b> L= 5.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 33.50' / 30.00' S= 0.7000 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=0.13 cfs @ 12.17 hrs HW=33.65' (Free Discharge)

- 1=Culvert (Inlet Controls 0.13 cfs @ 1.33 fps)

**Summary for Pond CB 2: CB to stream**

Inflow Area = 1.886 ac, 11.20% Impervious, Inflow Depth > 0.07" for WQv rainfall event  
 Inflow = 0.13 cfs @ 12.17 hrs, Volume= 0.012 af  
 Outflow = 0.13 cfs @ 12.17 hrs, Volume= 0.012 af, Atten= 0%, Lag= 0.0 min  
 Primary = 0.13 cfs @ 12.17 hrs, Volume= 0.012 af  
 Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
 Peak Elev= 26.13' @ 12.17 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	26.00'	<b>30.0" Round Culvert</b> L= 45.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 26.00' / 25.50' S= 0.0111 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 4.91 sf

**Primary OutFlow** Max=0.12 cfs @ 12.17 hrs HW=26.13' (Free Discharge)

- 1=Culvert (Barrel Controls 0.12 cfs @ 1.87 fps)



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Type III 24-hr WQv rainfall Rainfall=1.40"

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**Summary for Pond Device 2: Device 2**

Inflow Area = 1.548 ac, 64.02% Impervious, Inflow Depth > 0.67" for WQv rainfall event  
Inflow = 1.16 cfs @ 12.10 hrs, Volume= 0.086 af  
Outflow = 1.16 cfs @ 12.10 hrs, Volume= 0.086 af, Atten= 0%, Lag= 0.0 min  
Primary = 1.16 cfs @ 12.10 hrs, Volume= 0.086 af  
Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 25.48' @ 12.10 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	25.00'	<b>18.0" Round Culvert</b> L= 135.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 25.00' / 13.00' S= 0.0889 '/ Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=1.16 cfs @ 12.10 hrs HW=25.48' (Free Discharge)  
↑**1=Culvert** (Inlet Controls 1.16 cfs @ 2.36 fps)

**Summary for Pond Device 3: Device 3**

Inflow Area = 0.810 ac, 66.67% Impervious, Inflow Depth > 0.67" for WQv rainfall event  
Inflow = 0.68 cfs @ 12.09 hrs, Volume= 0.045 af  
Outflow = 0.68 cfs @ 12.09 hrs, Volume= 0.045 af, Atten= 0%, Lag= 0.0 min  
Primary = 0.68 cfs @ 12.09 hrs, Volume= 0.045 af  
Routed to Pond 2P : Offsite 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.03 hrs  
Peak Elev= 12.86' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	12.50'	<b>18.0" Round Culvert</b> L= 50.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 12.50' / 11.00' S= 0.0300 '/ Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

**Primary OutFlow** Max=0.67 cfs @ 12.09 hrs HW=12.86' (Free Discharge)  
↑**1=Culvert** (Inlet Controls 0.67 cfs @ 2.04 fps)



## Post Dev

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- 4 Pond Biobasin 1: Biobasin 1
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- 9 Pond 7P: CB ##
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### **WQv rainfall Event**

- 20 Pond 1P: Device 1
- 21 Pond 2P: Offsite 1
- 21 Pond 4P: Cb and pipe
- 21 Pond 7P: CB ##
- 22 Pond 16P: bypass pipe beneath Bio 1
- 22 Pond Biobasin 1: Biobasin 1
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- 25 Pond Device 2: Device 2
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## Appendix H

### ADS BARRACUDA PRODUCT INFORMATION



# ADS® Barracuda™ Max

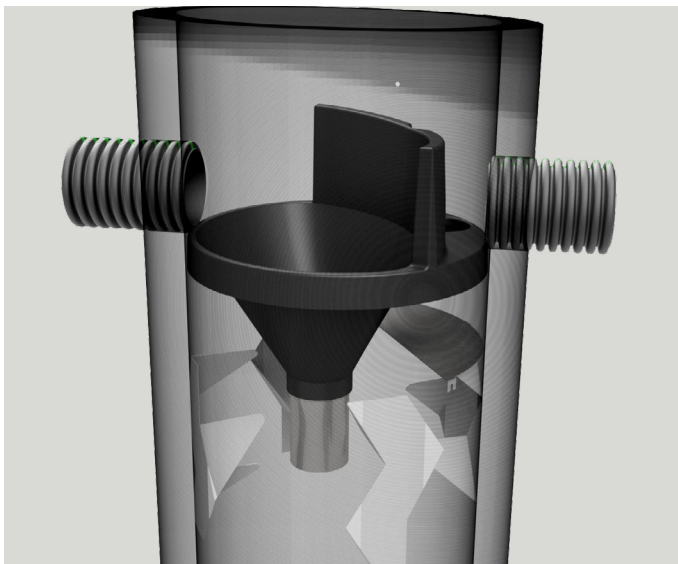
The Barracuda Max is market-changing stormwater quality technology. This high-performance vortex hydrodynamic separator is designed to remove total suspended solids in order to protect our precious receiving waters. The Barracuda Max is also an outstanding value that offers multiple pipe configurations, and quick installation. The “Max” version of the Barracuda is built on the base platform of the original ADS Barracuda with improved removal efficiencies and installation components.

## Features

- Single manhole design
- No elevation loss between the inlet and outlet
- Variable inlet/outlet angle configurations (not just 180 degree orientation)
- Internal bypass for inline installation (where applicable)
- Revolutionary, patent-pending “teeth” mitigate turbulence in the sump area to prevent re-suspension of captured contaminants and an added deflector plate and bowl extension enhance the unit’s removal capabilities

## Benefits

- Internal components are in stock for quick delivery
- The S3, S4, S6, and S8 can be installed in a standard 36” (900 mm), 48” (1200 m), 72” (1800 m), and 96” (2400 m) precast manhole, respectively
- The S3 & S4 can be provided factory installed within a 36” (900 mm) and 48” (1200 mm) ADS HP manhole and delivered to the jobsite
- The Barracuda Max “teeth” and deflector plate apparatus are fabricated and designed for quick and easy field assembly
- Designed for easy maintenance using a vacuum truck or similar equipment.
- Inspection and maintenance are performed from the surface with no confined space entry





# Barrucuda Specification

## Materials and Design

- Concrete Structures: Designed for H-20 traffic loading and applicable soil loads or as otherwise determined by a Licensed Professional Engineer. The materials and structural design of the devices shall be per ASTM C857 and ASTM C858.
- 36" (900 mm) and 48" (1200 mm) HP Manhole Structures: Made from an impact modified copolymer polypropylene meeting the material requirements of ASTM F2764. The eccentric cone reducer shall be manufactured from polyethylene material meeting ASTM D3350 cell class 213320C. Gaskets shall be made of material meeting the requirements of ASTM F477.
- Separator internals shall be substantially constructed of stainless steel, polyethylene or other thermoplastic material approved by the manufacturer.

## Performance

- The stormwater treatment unit shall be an inline unit capable of conveying 100% of the design peak flow. If peak flow rates exceed maximum hydraulic rate, the unit shall be installed offline.
- The Barracuda Max unit shall be designed to remove at least 80% of the suspended solids on an annual aggregate removal basis. Said removal shall be based on full-scale third party testing using OK-110 media gradation or equivalent and 300 mg/L influent concentration. Said full scale testing shall have included sediment capture based on actual total mass collected by the stormwater treatment unit.

- OR -

The Barracuda Max unit shall be designed to remove at least 50% of TSS using a media mix with  $d_{50}$ =75 micron and 200 mg/L influent concentration.

- OR -

The Barracuda Max unit shall be designed to remove at least 50% of TSS per current NJDEP/NJCAT HDS protocol.

- The stormwater treatment unit internals shall consist of (1) separator cone assembly, and (1) sump assembly, which includes the "teeth".

Barracuda Max Model	Manhole Diameter	NJDEP (50% removal)	OK-110 (80% removal)
S3	36" (900 mm)	0.85 CFS (24.1 L/s)	0.86 CFS (24.1 L/s)
S4	48" (1200 mm)	1.52 CFS (43.0 L/s)	1.52 CFS (43.0 L/s)
S6	72" (1800 mm)	3.40 CFS (96.3 L/s)	3.42 CFS (96.8 L/s)
S8	96" (2400 mm)	6.08 CFS (172.2 L/s)	6.08 CFS (172.2 L/s)

\* Peak bypass flows are dependent on final design

## Installation

Installation of the stormwater treatment unit(s) shall be performed per manufacturer's installation instructions. Such instructions can be obtained by calling Advanced Drainage Systems at 800-821-6710 or by logging on to [www.adspipe.com](http://www.adspipe.com).





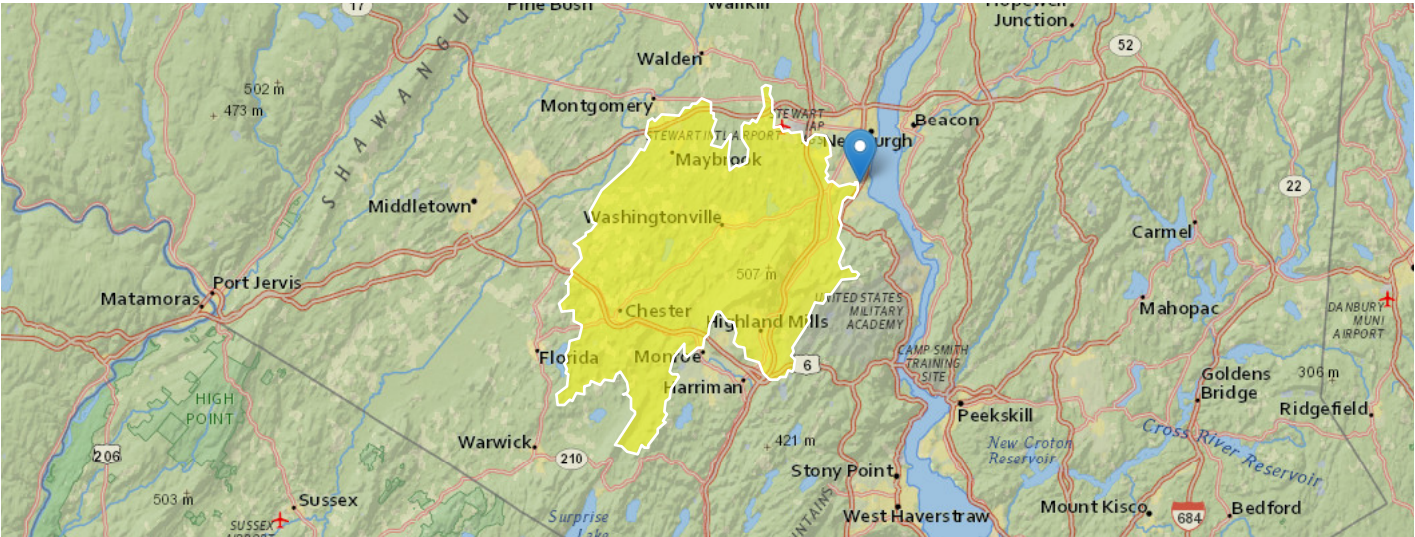
## Appendix I

### STREAM STATS OUTPUT



StreamStats Report

Region ID: NY  
Workspace ID: NY20240426184451602000  
Clicked Point (Latitude, Longitude): 41.45995, -74.02616  
Time: 2024-04-26 14:45:14 -0400



Collapse All

➤ Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
BSLOPCM	Mean basin slope determined by summing lengths of all contours in basin multiplying by contour interval and dividing product by drainage area	537	feet per mi
CENTROIDX	Basin centroid horizontal (x) location in state plane coordinates	567952.4	meters
CENTROIDY	Basin centroid vertical (y) location in state plane units	4583862.2	meters
CONTOUR	Total length of all elevation contours in drainage area in miles	911.89	miles
CSL1085LO	10-85 slope of lower half of main channel in feet per mile.	17.4	feet per mi
CSL1085UP	10-85 slope of upper half of main channel in feet per mile.	10.7	feet per mi
CSL10_85	Change in elevation divided by length between points 10 and 85 percent of distance along main channel to basin divide - main channel method not known	10.7	feet per mi
DRNAREA	Area that drains to a point on a stream	170	square miles
EL1200	Percentage of basin at or above 1200 ft elevation	2.84	percent
FOREST	Percentage of area covered by forest	61.2	percent
JULAVPRE	Mean July Precipitation	4.35	inches
JUNAVPRE	Mean June Precipitation	4.27	inches
JUNMAXTMP	Maximum June Temperature, in degrees F	78.8	degrees F
LAGFACTOR	Lag Factor as defined in SIR 2006-5112	2.63	dimensionless
LC11DEV	Percentage of developed (urban) land from NLCD 2011 classes 21-24	18.9	percent
LC11IMP	Average percentage of impervious area determined from NLCD 2011 impervious dataset	4.24	percent
LENGTH	Length along the main channel from the measuring location extended to the basin divide	38.8	miles
MAR	Mean annual runoff for the period of record in inches	22.2	inches
MAYAVPRE	Mean May Precipitation	4.62	inches
MXSNO	50th percentile of seasonal maximum snow depth from Northeast Regional Climate Center atlas by Cember and Wilks, 1993	11.6	inches



Parameter Code	Parameter Description	Value	Unit
OUTLETX	Basin outlet horizontal (x) location in state plane coordinates	581335	feet
OUTLETY	Basin outlet vertical (y) location in state plane coordinates	4590275	feet
PRECIP	Mean Annual Precipitation	43.9	inches
PRJUNAug00	Basin average mean precip for June to August from PRISM 1971-2000	12.7	inches
SLOPERATIO	Ratio of main channel slope to basin slope as defined in SIR 2006-5112	0.0100	dimensionless

## ➤ Peak-Flow Statistics

### Peak-Flow Statistics Parameters [2006 Full Region 2]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	170	square miles	1.93	996
LAGFACTOR	Lag Factor	2.63	dimensionless	0.014	6.997
STORAGE	Percent Storage	4.2	percent	0	11.88
MAR	Mean Annual Runoff in inches	22.2	inches	16.03	33.95

### Peak-Flow Statistics Flow Report [2006 Full Region 2]

PIL: Lower 90% Prediction Interval, PIU: Upper 90% Prediction Interval, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE	ASEp	Equiv. Yrs.
80-percent AEP flood	2130	ft^3/s	25.5	25.5	4.8
66.7-percent AEP flood	2550	ft^3/s	25.6	25.6	4.3
50-percent AEP flood	3130	ft^3/s	25.8	25.8	4.4
20-percent AEP flood	4830	ft^3/s	27	27	7.3
10-percent AEP flood	6200	ft^3/s	28.2	28.2	10.1
4-percent AEP flood	8200	ft^3/s	29.9	29.9	13.6
2-percent AEP flood	9870	ft^3/s	31.5	31.5	15.8
1-percent AEP flood	11700	ft^3/s	33.3	33.3	17.6
0.5-percent AEP flood	13800	ft^3/s	35.3	35.3	18.9
0.2-percent AEP flood	16900	ft^3/s	38.4	38.4	20.1

#### Peak-Flow Statistics Citations

Lumia, Richard, Freehafer, D.A., and Smith, M.J., 2006, Magnitude and Frequency of Floods in New York: U.S. Geological Survey Scientific Investigations Report 2006-5112, 152 p. (<http://pubs.usgs.gov/sir/2006/5112/>)

## ➤ Flow-Duration Statistics

### Flow-Duration Statistics Parameters [Statewide duration flows excl LongIs 2014 5220]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	170	square miles	3.14	4780
JUNAVPRE	Mean June Precipitation	4.27	inches	3.59	5.33
CENTROIDX	CENTROIDX	567952.4	meters	166000	658000



Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
CENTROIDY	CENTROIDY	4583862.2	meters	4560000	4920000
CSL1085LO	10-85 slope of lower half of main channel	17.4	feet per mi	1.56	152
LENGTH	Main Channel Length	38.8	miles	0.88	305
MAR	Mean Annual Runoff in inches	22.2	inches	11.6	37.4
SSURGOB	SSURGO Percent Hydrologic Soil Type B	2.97	percent	1.14	65.7
JULAVPRE	Mean July Precipitation	4.35	inches	3.2	5.26
MAYAVPRE	Mean May Precipitation	4.62	inches	3.15	5.68
PRJUNAUG00	Basin average mean precip for June to August	12.7	inches	10.5	15.5
JUNMAXTMP	Maximum June Temperature	78.8	degrees F	68.8	78.8
SSURGOA	SSURGO Percent Hydrologic Soil Type A	3.92	percent	0.62	51.2
EL1200	Percentage of Basin Above 1200 ft	2.84	percent	0	100

#### Flow-Duration Statistics Flow Report [Statewide duration flows excl LongIs 2014 5220]

PIL: Lower 90% Prediction Interval, PIU: Upper 90% Prediction Interval, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	ASEp
0.01 Percent Duration	12400	ft^3/s	23
1 Percent Duration	1970	ft^3/s	14
5 Percent Duration	943	ft^3/s	8.8
10 Percent Duration	641	ft^3/s	7.3
15 Percent Duration	492	ft^3/s	6.6
20 Percent Duration	402	ft^3/s	7
25 Percent Duration	329	ft^3/s	7.2
35 Percent Duration	234	ft^3/s	8.7
50 Percent Duration	141	ft^3/s	11

#### ➤ Bankfull Statistics

##### Bankfull Statistics Parameters [Bankfull Region 3 SIR2009 5144]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	170	square miles	0.42	329

##### Bankfull Statistics Parameters [Appalachian Highlands D Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	170	square miles	0.07722	940.1535

##### Bankfull Statistics Parameters [46.0 Percent (78.3 square miles) New England P Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	170	square miles	3.799224	138.999861

##### Bankfull Statistics Parameters [54.0 Percent (91.7 square miles) Valley and Ridge P Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	170	square miles	0.100386	395.999604

##### Bankfull Statistics Parameters [USA Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	170	square miles	0.07722	59927.7393



## Bankfull Statistics Flow Report [Bankfull Region 3 SIR2009 5144]

PIL: Lower 90% Prediction Interval, PIU: Upper 90% Prediction Interval, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PIL	PIU
Bankfull Area	527	ft^2	165	1690
Bankfull Depth	4.88	ft	1.58	15.1
Bankfull Streamflow	2740	ft^3/s	351	21400
Bankfull Width	108	ft	34.5	338

## Bankfull Statistics Flow Report [Appalachian Highlands D Bieger 2015]

### ➤ Maximum Probable Flood Statistics

#### Maximum Probable Flood Statistics Parameters [Crippen Bue Region 4]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	170	square miles	0.1	10000

#### Maximum Probable Flood Statistics Flow Report [Crippen Bue Region 4]

Statistic	Value	Unit
Maximum Flood Crippen Bue Regional	113000	ft^3/s

#### Maximum Probable Flood Statistics Citations

**Crippen, J.R. and Bue, Conrad D.1977, Maximum Floodflows in the Conterminous United States, Geological Survey Water-Supply Paper 1887, 52p. (<https://pubs.usgs.gov/wsp/1887/report.pdf>)**



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USGS Product Names Disclaimer: Any use of trade, firm, or product names is for descriptive purposes only and does not imply endorsement by the U.S. Government.

Application Version: 4.20.0

StreamStats Services Version: 1.2.22

NSS Services Version: 2.2.1



## Appendix J

### BIO-RETENTION AND SWALE O&M INSPECTION CHECKLIST




## Bioretention Stormwater Management Practices Level 1 Inspection Checklist

<b>SMP ID #</b>		<b>SMP Owner</b>		<input type="checkbox"/> Private <input type="checkbox"/> Public
<b>SMP Location (Address; Latitude &amp; Longitude)</b>				
	<b>Latitude</b>		<b>Longitude</b>	
<b>Party Responsible for Maintenance</b>	<b>System Type</b>			<b>Type of Site</b>
<input type="checkbox"/> Same as SMP Owner <input type="checkbox"/> Other  	<input type="checkbox"/> Seasonal <input type="checkbox"/> Continuous Use <input type="checkbox"/> Other	<input type="checkbox"/> Above Ground <input type="checkbox"/> Below Ground	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Residential <input type="checkbox"/> State	
<b>Inspection Date</b>			<b>Inspection Time</b>	
<b>Inspector</b>				
<b>Date of Last Inspection</b>				

### BR Drainage Area

Look for areas that are uphill from the Bioretention cell.

Problem (Check if Present)	Follow-Up Actions
<div style="display: flex; align-items: center;">  <div> <input type="checkbox"/> Bare soil, erosion of the ground (rills washing out the dirt)           </div> </div>	<div style="margin-left: 20px;"> <input type="checkbox"/> Seed and mulch areas of bare soil to establish vegetation.  <input type="checkbox"/> Fill in erosion areas with soil, compact, and seed and straw to establish vegetation.  <input type="checkbox"/> If a rill or small channel is forming, try to redirect water flowing to this area by creating a small berm or adding topsoil to areas that are heavily compacted.  <input type="checkbox"/> Other:           </div>



## BR Drainage Area

Look for areas that are uphill from the Bioretention cell.

### Problem (Check if Present)

### Follow-Up Actions



- ☐ Kick-Out to Level 2 Inspection: Large areas of soil have been eroded, or larger channels are forming. May require rerouting of flow paths.



- ☐ Piles of grass clippings, mulch, dirt, salt, or other materials

- ☐ Remove or cover piles of grass clippings, mulch, dirt, etc.
- ☐ Other:





- ☐ Open containers of oil, grease, paint, or other substances

- ☐ Cover or properly dispose of materials; consult your local solid waste authority for guidance on materials that may be toxic or hazardous.
- ☐ Other:



## BR Inlets



Stand in the Bioretention cell itself and look for all the places where water flows in. Often there will be multiple points of inflow to the practice.

Problem (Check if Present)	Follow-Up Actions
 <p><input type="checkbox"/> Inlets collect grit and debris or grass/weeds. Some water may not be getting into the Bioretention cell. The objective is to have a clear pathway for water to flow into the cell.</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Use a flat shovel to remove grit and debris (especially at curb inlets or openings). Parking lots generate fine grit that will accumulate at these spots.</li> <li><input type="checkbox"/> Pull out clumps of growing grass or weeds and scoop out the soil or grit that the plants are growing in.</li> <li><input type="checkbox"/> Remove any grass clippings, leaves, sticks, and other debris that is collecting at inlets.</li> <li><input type="checkbox"/> For pipes and ditches, remove sediment and debris that is partially blocking the pipe or ditch opening where it enters the Bioretention cell.</li> <li><input type="checkbox"/> Dispose of all material properly where it will not re-enter the Bioretention cell.</li> <li><input type="checkbox"/> Other:</li> </ul>
	<p><input type="checkbox"/> Kick-Out to Level 2 Inspection: Inlets are blocked to the extent that most of the water does not seem to be entering the Bioretention cell.</p>
 <p><input type="checkbox"/> Some or all of the inlets are eroding so that rills, gullies, and other erosion is present, or there is bare dirt that is washing into the Bioretention cell.</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> For small areas of erosion, smooth out the eroded part and apply rock or stone (e.g., river cobble) to prevent further erosion. Usually, filter fabric is placed under the rock or stone.</li> <li><input type="checkbox"/> In some cases, reseeding and applying erosion-control matting can be used to prevent further erosion. Some of these materials may be available at a garden center, but it may be best to consult a landscape contractor.</li> <li><input type="checkbox"/> Other:</li> </ul>
	<p><input type="checkbox"/> Kick-Out to Level 2 Inspection: Erosion is occurring at most of the inlets, and it looks like there is too much water that is concentrating at these points. The inlet design may have to be modified.</p>



## BR Ponding Area



Examine the entire Bioretention surface and side slopes

Problem (Check if Present)	Follow-Up Actions
 <ul style="list-style-type: none"> <li><input type="checkbox"/> Mulch (if used) needs to be replaced or replenished. The mulch layer had decomposed or is less than 1-inch thick.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Add new mulch to a total depth (including any existing mulch that is left) of 2 to 3 inches. The mulch should be shredded hardwood mulch that is less likely to float away during rainstorms.</li> <li><input type="checkbox"/> Avoid adding too much mulch so that inlets are obstructed or certain areas become higher than the rest of the Bioretention surface.</li> <li><input type="checkbox"/> Other:</li> </ul>
 <ul style="list-style-type: none"> <li><input type="checkbox"/> Minor areas of sediment, grit, trash, or other debris are accumulating on the bottom.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Use a shovel to scoop out minor areas of sediment or grit, especially in the spring after winter sanding materials may wash in and accumulate. Dispose of the material where it cannot re-enter the Bioretention cell .</li> <li><input type="checkbox"/> If removing the material creates a hole or low area, fill with soil mix that matches original mix and cover with mulch so that the Bioretention surface area is as flat as possible.</li> <li><input type="checkbox"/> Remove trash, vegetative debris, and other undesirable materials.</li> <li><input type="checkbox"/> Other:</li> </ul> <ul style="list-style-type: none"> <li><input type="checkbox"/> Kick-Out to Level 2 Inspection: Sediment has accumulated more than 2-inches deep and covers 25% or more of the Bioretention surface.</li> <li><input type="checkbox"/> Kick-Out to Level 2 Inspection: The Bioretention cell is too densely vegetated to assess sediment accumulation or ponding; see BR-4, Vegetation.</li> </ul>



## BR Ponding Area


Examine the entire Bioretention surface and side slopes

Problem (Check if Present)	Follow-Up Actions
<div data-bbox="86 441 617 831" data-label="Image">  </div> <ul style="list-style-type: none"> <li><input type="checkbox"/> There is erosion in the bottom or on the side slopes. Water seems to be carving out rills as it flows across the Bioretention surface or on the slopes, or sinkholes are forming in certain areas.</li> <li><input type="checkbox"/> Source: Stormwater Maintenance, LLC.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Try filling the eroded areas with clean topsoil or sand, and cover with mulch.</li> <li><input type="checkbox"/> If the problem recurs, you may have to use stone (e.g., river cobble) to fill in problem areas.</li> <li><input type="checkbox"/> If the erosion is on a side slope, fill with clay that can be compacted and seed and mulch the area.</li> <li><input type="checkbox"/> Other:</li> </ul> <div style="background-color: #f0f0f0; padding: 10px; margin-top: 10px;"> <ul style="list-style-type: none"> <li><input type="checkbox"/> Kick-Out to Level 2 Inspection: The problem persists or the erosion is more than 3-inches deep and seems to be an issue with how water enters and moves through the Bioretention cell.</li> <li><input type="checkbox"/> Kick-Out to Level 2 Inspection: The problem does not seem to be caused by flowing water, but a collapse or sinking of the surface (e.g., "sinkhole") due to some underground problem.</li> </ul> </div>
<div data-bbox="86 1178 600 1564" data-label="Image">  </div> <ul style="list-style-type: none"> <li><input type="checkbox"/> The bottom of the Bioretention cell is not flat, and the water pools at one end, along an edge, or in certain pockets. The whole bottom is not uniformly covered with water. See design plan to verify that bioretention surface is intended to be flat. Check during or immediately after a rainstorm.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> If the problem is minor (just small, isolated areas are not covered with water), try raking the surface OR adding mulch to low spots to create a more level surface. You may need to remove and replace plantings in order to properly even off the surface.</li> <li><input type="checkbox"/> Check the surface with a string and bubble level to get the surface as flat as possible.</li> <li><input type="checkbox"/> Other:</li> </ul> <div style="background-color: #f0f0f0; padding: 10px; margin-top: 10px;"> <ul style="list-style-type: none"> <li><input type="checkbox"/> Kick-Out to Level 2 Inspection: Ponding water is isolated to less than half of the Bioretention surface area, and there seem to be elevation differences of more than a couple of inches across the surface.</li> </ul> </div>




## BR Ponding Area

Examine the entire Bioretention surface and side slopes

Problem (Check if Present)	Follow-Up Actions
 <p><input type="checkbox"/> Water stands on the surface more than 72 hours after a rainstorm and /or wetland-type vegetation is present. The Bioretention cell does not appear to be draining properly.</p>	<p><input type="checkbox"/> Kick-Out to Level 2 Inspection: This is generally a serious problem, and it will be necessary to activate a Level 2 Inspection.</p>

## BR Vegetation


Examine all Bioretention cell vegetation.

Problem (Check if Present)	Follow-Up Actions
 <p><input type="checkbox"/> Vegetation requires regular maintenance—pulling weeds, removing dead and diseased plants, replacing mulch around plants, adding plants to fill in areas that are not well vegetated, etc.</p>	<p><input type="checkbox"/> If you can identify which plants are weeds or not intended to be part of the planting plan, eliminate these, preferably by hand pulling.</p> <p><input type="checkbox"/> If weeds are widespread, check with the local stormwater authority and/or Extension Office about proper use of herbicides for areas connected with the flow of water.</p> <p><input type="checkbox"/> Even vegetation that is intended to be present can become large, overgrown, and/or crowd out surrounding plants. Prune and thin accordingly.</p> <p><input type="checkbox"/> If weeds or invasive plants have overtaken the whole Bioretention cell, bush-hog the entire area before seedheads form in the spring. It will be necessary to remove the root mat manually or with appropriate herbicides, as noted above.</p> <p><input type="checkbox"/> Re-plant with species that are aesthetically pleasing and seem to be doing well in the Bioretention cell.</p> <p><input type="checkbox"/> Other:</p> <p><input type="checkbox"/> Kick-Out to Level 2 Inspection: You are unsure of the original planting design, or the vegetation maintenance task is beyond your capabilities of time, expertise, or resources. If you are unsure of the health of the vegetation (e.g. salt damage, invasives, which plants are undesirable) or the appropriate season to conduct vegetation management, consult a landscape professional before undertaking any cutting, pruning, mowing, or brush hogging.</p>




## BR Vegetation

Examine all Bioretention cell vegetation.

Problem (Check if Present)	Follow-Up Actions
 <p><input type="checkbox"/> Vegetation is too thin, is not healthy, and there are many spots that are not well vegetated.</p>	<p><input type="checkbox"/> The original plants are likely not suited for the actual conditions within the Bioretention cell . If you are knowledgeable about plants, select and plant more appropriate vegetation (preferably native plants) so that almost the entire surface area will be covered by the end of the second growing season.</p> <p><input type="checkbox"/> Other:</p> <p><input type="checkbox"/> Kick-Out to Level 2 Inspection: For all but small practices (e.g., rain gardens), this task will likely require a landscape design professional or horticulturalist.</p>

## BR Outlets

Examine outlets that release water out of the Bioretention cell.

Problem (Check if Present)	Follow-Up Actions
<p><input type="checkbox"/> Erosion at outlet</p>	<p><input type="checkbox"/> Add stone to reduce the impact from the water flowing out of the outlet pipe or weir during storms.</p> <p><input type="checkbox"/> Other:</p> <p><input type="checkbox"/> Kick-Out to Level 2 Inspection: Rills have formed and erosion problem becomes more severe.</p>
 <p><input type="checkbox"/> Outlet obstructed with mulch, sediment, debris, trash, etc.</p>	<p><input type="checkbox"/> Remove the debris and dispose of it where it cannot re-enter the Bioretention cell .</p> <p><input type="checkbox"/> Other:</p> <p><input type="checkbox"/> Kick-Out to Level 2 Inspection: Outlet is completely clogged or obstructed; there is too much material to remove by hand or with simple hand tools.</p>



Additional Notes:

Inspector: \_\_\_\_\_

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

Complete the following if follow-up/corrective actions were identified during this inspection:

**Certified Completion of Follow-Up Actions:**

"I hereby certify that the follow-up/corrective actions identified in the inspection performed on \_\_\_\_\_ (DATE) have been completed and any required maintenance deficiencies have been adequately corrected."

Inspector/Operator: \_\_\_\_\_

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



## Bioretention Stormwater Management Practices Level 2 Inspection Checklist

<b>SMP ID #</b>		<b>SMP Owner</b>		<input type="checkbox"/> Private <input type="checkbox"/> Public
<b>SMP Location (Address; Latitude &amp; Longitude)</b>				
	<b>Latitude</b>		<b>Longitude</b>	
<b>Party Responsible for Maintenance</b>	<b>System Type</b>		<b>Type of Site</b>	
<input type="checkbox"/> Same as SMP Owner <input type="checkbox"/> Other _____	<input type="checkbox"/> Seasonal <input type="checkbox"/> Continuous Use <input type="checkbox"/> Other	<input type="checkbox"/> Above Ground <input type="checkbox"/> Below Ground	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Residential <input type="checkbox"/> State	
<b>Inspection Date</b>			<b>Inspection Time</b>	
<b>Inspector</b>				
<b>Date of Last Inspection</b>				



**Level 2 Inspection: BIORETENTION**  
**NOTE: Key Source for this Information (CSN, 2013)**

Recommended Repairs	Triggers for Level 3 Inspection
<p><b>Observed Condition: Water Stands on Surface for More than 72 Hours after Storm</b></p>	
<p><input type="checkbox"/> Condition 1: Small pockets of standing water</p> <p>Use a soil probe or auger to examine the soil profile. If isolated areas have accumulated grit, fines, or vegetative debris or have bad soil media, try scraping off top 3 inches of media and replacing with clean material. Also check to see that surface is level and water is not ponding selectively in certain areas.</p> <p><input type="checkbox"/> Condition 2: Standing water is widespread or covers entire surface</p> <p>Requires diagnosis and resolution of problem:</p> <ul style="list-style-type: none"> <li>• Clogged underdrain?</li> <li>• Filter fabric between soil media and underdrain stone?</li> <li>• Need to install underdrain if not present?</li> <li>• Too much sediment/grit washing in from drainage area?</li> <li>• Too much ponding depth?</li> <li>• Improper soil media?</li> </ul>	<ul style="list-style-type: none"> <li>• Soil media is clogged and problem is not evident from Level 2 inspection.</li> <li>• Level 2 inspection identifies problem, but it cannot be resolved easily or is associated with the original design of the practice.</li> </ul> <p><input type="checkbox"/> Level 3 inspection necessary</p>
<p><b>Observed Condition: Vegetation is sparse or out of control</b></p>	
<p><input type="checkbox"/> Condition 1: Original design planting plan seems good but has not been maintained, so there are many invasives and/or dead plants</p> <p>Will require some horticultural experience to restore vegetation to intended condition by weeding, pruning, removing plants, and adding new plants.</p> <p><input type="checkbox"/> Condition 2: Original design planting plan is unknown or cannot be actualized</p> <p>A landscape architect or horticulturalist will be needed to redo the planting plan. Will likely require analysis of soil pH, moisture, organic content, sun/shade, and other conditions to make sure plants match conditions. Plan should include invasive plant management and maintenance plan to include mulching, watering, disease intervention, periodic thinning/pruning, etc.</p>	<ul style="list-style-type: none"> <li>• Vegetation deviates significantly from original planting plan; Bioretention has been neglected and suffered from deferred maintenance.</li> <li>• Owner/responsible party does not know how to maintain the practice.</li> </ul> <p><input type="checkbox"/> Level 3 inspection necessary</p>
<p><b>Observed Condition: Bioretention does not conform to original design plan in surface area or storage</b></p>	
<p><input type="checkbox"/> Condition 1: Level 2 Inspection reveals that practice is too small based on design dimension, does not have adequate storage (e.g., ponding depth) based on the plan, and/or does not treat the drainage area runoff as indicated on the plan</p> <p>Small areas of deviation can be corrected by the property owner or responsible party, but it is likely that a Qualified Professional will have to revisit the design and attempt a redesign that meets original objectives or that can be resubmitted to the municipality for approval.</p>	<ul style="list-style-type: none"> <li>• More than a 25% departure from the approved plan in surface area, storage, or drainage area; sometimes less than this threshold at the discretion of the Level 2 inspector.</li> </ul> <p><input type="checkbox"/> Level 3 inspection necessary</p>



**Level 2 Inspection: BIORETENTION**  
**NOTE: Key Source for this Information (CSN, 2013)**

Recommended Repairs	Triggers for Level 3 Inspection
<p><b>Observed Condition: Severe erosion of filter bed, inlets, or around outlets</b></p>	
<p><input type="checkbox"/> Condition 1: Erosion at inlets</p> <p>The lining (e.g., grass, matting, stone, rock) may not be adequate for the actual flow velocities coming through the inlets. First line of defense is to try a more non-erosive lining and/or to extend the lining further down to where inlet slopes meet the Bioretention surface. If problem persists, analysis by a Qualified Professional is warranted.</p> <p><input type="checkbox"/> Condition 2: Erosion of Bioretention filter bed</p> <p>This is often caused by “preferential flow paths” through and along the Bioretention surface. The source of flow should be analyzed and methods employed to dissipate energy and disperse the flow (e.g., check dams, rock splash pads).</p> <p><input type="checkbox"/> Condition 3: Erosion on side slopes</p> <p>Again, the issue is likely linked with unanticipated flow paths down the side slopes (probably overland flow that concentrates as it hits the edge of the slope). For small or isolated areas, try filling, compacting, and re-establishing healthy ground cover vegetation. If the problem is more widespread, further analysis is required to determine how to redirect the flow.</p>	<ul style="list-style-type: none"> <li>Erosion (rills, gullies) is more than 12 inches deep at inlets or the filter bed or more than 3 inches deep on side slopes.</li> <li>If the issue is not caused by moving water but some sort of subsurface defect. This may manifest as a sinkhole or linear depression and be associated with problems with the underdrain stone or pipe or underlying soil.</li> </ul> <p><input type="checkbox"/> Level 3 inspection necessary</p>
<p><b>Observed Condition: Significant sediment accumulation, indicating an uncontrolled source of sediment</b></p>	
<p><input type="checkbox"/> Condition 1: Isolated areas of sediment accumulation, generally less than 3-inches deep</p> <p>Sediment source may be from a one-time or isolated event. Remove accumulated sediment and top 2 to 3 inches of Bioretention soil media; replace with clean material. Check drainage area for any ongoing sources of sediment.</p> <p><input type="checkbox"/> Condition 2: Majority of the surface is caked with “hard pan” (thin layer of clogging material) or accumulated sediment that is 3-inches deep or more</p> <p>This can be caused by an improper construction sequence (drainage area not fully stabilized prior to installation of Bioretention soil media) or another chronic source of sediment in the drainage area. Augering several holes down through the media can indicate how severe the problem is; often the damage is confined to the first several inches of soil media. Removing and replacing this top layer (or to the depth where sediment incursion is seen in auger holes) can be adequate, as long as the problem does not recur.</p>	<ul style="list-style-type: none"> <li>More than 2 inches of accumulated sediment cover 25% or more of the Bioretention surface area.</li> <li>“Hard pan” of thin, crusty layer covers majority of Bioretention surface area and seems to be impeding flow of water down through the soil media.</li> <li>New sources of sediment seem to be accumulating with each significant rainfall event.</li> </ul> <p><input type="checkbox"/> Level 3 inspection necessary</p>



Notes:

Inspector: \_\_\_\_\_

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

Complete the following if follow-up/corrective actions were identified during this inspection:

**Certified Completion of Follow-Up Actions:**

"I hereby certify that the follow-up/corrective actions identified in the inspection performed on \_\_\_\_\_ (DATE) have been completed and any required maintenance deficiencies have been adequately corrected."

Inspector/Operator: \_\_\_\_\_

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






# Swale Stormwater Management Practices Level 1 Inspection Checklist

<b>SMP ID #</b>		<b>SMP Owner</b>		<input type="checkbox"/> Private <input type="checkbox"/> Public
<b>SMP Location (Address; Latitude &amp; Longitude)</b>				
	<b>Latitude</b>		<b>Longitude</b>	
<b>Party Responsible for Maintenance</b>	<b>System Type</b>		<b>Type of Site</b>	
<input type="checkbox"/> Same as SMP Owner <input type="checkbox"/> Other  _____	<input type="checkbox"/> Seasonal <input type="checkbox"/> Continuous Use <input type="checkbox"/> Other	<input type="checkbox"/> Above Ground <input type="checkbox"/> Below Ground	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Residential <input type="checkbox"/> State	
<b>Inspection Date</b>		<b>Inspection Time</b>		
<b>Inspector</b>				
<b>Date of Last Inspection</b>				



## SW Drainage Area


Look at areas that are uphill from the swale.

Problem (Check if Present)	Follow-Up Actions
 <p><input type="checkbox"/> Bare soil, erosion of the ground (rills washing out the dirt)</p>	<p> <input type="checkbox"/> Seed and mulch or sod areas of bare soil to establish vegetation.  <input type="checkbox"/> Fill in erosion areas with soil, compact, and add seed and straw to establish vegetation.  <input type="checkbox"/> If a rill or small channel is forming, try to redirect water flowing to this area by creating a small berm or adding topsoil to areas that are heavily compacted.  <input type="checkbox"/> Other:         </p> <p><input type="checkbox"/> Kick-Out to Level 2 Inspection: Large areas of soil have been eroded, or larger channels are forming. May require rerouting of flow paths</p>
 <p><input type="checkbox"/> Piles of grass clippings, mulch, dirt, salt, or other materials</p>	<p> <input type="checkbox"/> Remove or cover piles of grass clippings, mulch, dirt, etc.  <input type="checkbox"/> Other:         </p>
 <p><input type="checkbox"/> Open containers of oil, grease, paint, or other substances</p>	<p><input type="checkbox"/> Cover or properly dispose of materials; consult your local solid waste authority for guidance on materials that may be toxic or hazardous.</p>
<p><input type="checkbox"/> Grass dying at edge of road</p>	<p> <input type="checkbox"/> Seed and mulch; add topsoil or compost if needed.  <input type="checkbox"/> Other:         </p> <p><input type="checkbox"/> Kick-Out to Level 2 Inspection: Grass on edge of pavement continues to die off for unknown reasons. Swale edge may need to be replaced with other materials (e.g., stone diaphragm).</p>



## SW Inlets


Stand in the swale and look for all the places where water flows in.

Problem (Check if Present)	Follow-Up Actions
<input type="checkbox"/> Inlets or the swale edge are collecting grit, grass clippings, or debris or have grass/weeds growing. Some water may not be getting into the swale. The objective is to have a clear pathway for water to flow into the swale.	<div data-bbox="948 373 1531 892"> <input type="checkbox"/> Use a flat shovel to remove grit and debris (especially at curb inlets or opening). Parking lots will generate fine grit that will accumulate at these spots.  <input type="checkbox"/> Pull out clumps of growing grass or weeds, and scoop out the soil or grit that the plants are growing in.  <input type="checkbox"/> Remove any grass clippings, leaves, sticks, and other debris that is collecting at inlets or along the edge of the swale where water is supposed to enter.  <input type="checkbox"/> For pipes and ditches, remove sediment and debris that is partially blocking the pipe or ditch opening where it enters the swale.  <input type="checkbox"/> Dispose of all material properly in an area where it will not re-enter the swale.  <input type="checkbox"/> Other:           </div> <div data-bbox="948 940 1531 1035"> <input type="checkbox"/> Kick-Out to Level 2 Inspection: Inlets are blocked to the extent that most of the water does not seem to be entering the swale.           </div>
<div data-bbox="94 1157 618 1524">  </div> <input type="checkbox"/> Some or all of the inlets are eroding so that rills, gullies, and other erosion are present, or there is bare dirt that is washing into the swale.	<div data-bbox="948 1094 1531 1388"> <input type="checkbox"/> For small areas of erosion, smooth out the eroded part and apply rock or stone (e.g., river cobble) to prevent further erosion. Usually, filter fabric is placed under the rock or stone.  <input type="checkbox"/> In some cases, reseeding and applying an erosion control matting can be used to prevent further erosion. Some of these materials may be available at a garden center, but it may be best to consult a landscape contractor.  <input type="checkbox"/> Other:           </div> <div data-bbox="948 1478 1531 1572"> <input type="checkbox"/> Level 2 Inspection: Erosion is occurring at most of the inlets or along much of the swale edge. The inlet design may have to be modified.           </div>



## SW Surface Area


Examine the entire swale surface and side slopes.

Problem (Check if Present)	Follow-Up Actions
<input type="checkbox"/> Minor areas of sediment, grit, trash, or other debris are accumulating in the swale.	<div> <input type="checkbox"/> Use a shovel to scoop out minor areas of sediment or grit, especially in the spring after winter sanding materials may wash in and accumulate. Dispose of the material where it cannot re-enter the swale.           <input type="checkbox"/> If removing the material creates a hole or low area, fill with good topsoil and add seed and straw to re-vegetate.           <input type="checkbox"/> Remove trash, vegetative debris, and other undesirable materials.           <input type="checkbox"/> If the swale is densely vegetated, it may be difficult to do the maintenance; check for excessive ponding or other issues described in this section to see if the accumulated material is causing a problem.           <input type="checkbox"/> Other:         </div> <div> <input type="checkbox"/> Kick-Out to Level 2 Inspection: Sediment has accumulated more than 3 inches deep and covers 25% or more of the swale surface.           <input type="checkbox"/> The source of sediment is unknown or cannot be controlled with simple measures.         </div>
 <input type="checkbox"/> There is erosion in the bottom or on the side slopes. Water seems to be carving out rills as it flows through the swale or on the slopes.	<div> <input type="checkbox"/> Try filling the eroded areas with clean topsoil, and then seed and mulch to establish vegetation.           <input type="checkbox"/> If the problem recurs, you may have to use some type of matting, stone (e.g., river cobble), or other material to fill in eroded areas.           <input type="checkbox"/> If the erosion is on a side slope, fill with soil and cover with erosion-control matting or at least straw mulch after re-seeding.         </div> <div> <input type="checkbox"/> Kick-Out to Level 2 Inspection: The problem persists or the erosion is more than 3 inches deep and seems to be an issue with how water enters and moves through the swale.           <input type="checkbox"/> Kick-Out to Level 2 Inspection: The problem does not seem to be caused by flowing water, but a collapse or sinking of the surface (e.g., "sinkhole") due to some underground problem.         </div>
<input type="checkbox"/> Water does not flow evenly down the length of the swale, but ponds in certain areas for long periods of time (e.g., 72 hours after a storm). The swale does not seem to have "positive drainage." Check during or immediately after a rain storm.	<div> <input type="checkbox"/> If the problem is minor (just small, isolated areas), try using a metal rake or other tools to create a more even flow path; remove excessive vegetative growth, sediment, or other debris that may be blocking the flow.           <input type="checkbox"/> Other:         </div> <div> <input type="checkbox"/> Kick-Out to Level 2 Inspection: Water ponds in more than 25% of the swale for three days or more after a storm. The issue may be with the underlying soil or the grade of the swale.           <input type="checkbox"/> Water ponds behind check dams for three days or more after a storm. Check dams may be clogged or not functioning properly.         </div>




## SW Surface Area

Examine the entire swale surface and side slopes.

Problem (Check if Present)	Follow-Up Actions
 <p><input type="checkbox"/> Check dams (if present): water is flowing around the edges of check dams, creating erosion or sinkholes on the uphill or downhill side, or the check dams are breaking apart or breaching .</p>	<p><input type="checkbox"/> If the problem is isolated to just a few check dams, try simple repairs.</p> <p><input type="checkbox"/> It is very important for the center of each check dam (where most of the water flows) to be lower (by at least several inches) than the edges of the check dams where they meet the side slopes. Also, the check dams should be keyed into side slopes so water does not flow between the check dam and side slope.</p> <p><input type="checkbox"/> Use a level to check the right check-dam configuration, as noted above. Repair by moving around stone, filling and compacting soil, or adding new material so that water will be directed to the center of the check dam instead of the edges.</p> <p><input type="checkbox"/> Other:</p>
	<p><input type="checkbox"/> Kick-Out to Level 2 Inspection: Many check dams are impacted and/or the problem seems to be a design issue with height, spacing, shape, or materials used to construct them.</p>

## SW Vegetation


Assess the swale vegetation.

Problem (Check if Present)	Follow-Up Actions
 <p><input type="checkbox"/> Vegetation is too overgrown to access swale for maintenance activities</p>	<p><input type="checkbox"/> Mow or bush-hog the path.</p> <p><input type="checkbox"/> Other:</p>



## SW Vegetation

Assess the swale vegetation.

Problem (Check if Present)	Follow-Up Actions
 <ul style="list-style-type: none"> <li><input type="checkbox"/> Vegetation requires regular maintenance: pulling weeds, removing dead and diseased plants, adding plants to fill in areas that are not well vegetated, etc.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> If you can identify which plants are weeds or not intended to be part of the planting plan, eliminate these, preferably by hand pulling.</li> <li><input type="checkbox"/> If weeds are widespread, check with the local stormwater authority and/or Extension Office about proper use of herbicides for areas connected with the flow of water.</li> <li><input type="checkbox"/> Even vegetation that is intended to be present can become large, overgrown, block flow, and/or crowd out surrounding plants. Prune and thin accordingly.</li> <li><input type="checkbox"/> If weeds or invasive plants have overtaken the whole swale, bush-hog the entire area before seed heads form in the spring. It will be necessary to remove the root mat manually or with appropriate herbicides, as noted above.</li> <li><input type="checkbox"/> Replant with species that are aesthetically pleasing and seem to be doing well in the swale.</li> <li><input type="checkbox"/> Other:</li> </ul>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Vegetation is too thin, is not healthy, and there are many spots that are not well vegetated.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Kick-Out to Level 2 Inspection: You are unsure of the original planting design or the vegetation maintenance task is beyond your capabilities of time, expertise, or resources. If you are unsure of the health of the vegetation (e.g. salt damage, invasives, which plants are undesirable) or the appropriate season to conduct vegetation management, consult a landscape professional before undertaking any cutting, pruning, mowing, or brush hogging.</li> </ul>
	<ul style="list-style-type: none"> <li><input type="checkbox"/> The original plants are likely not suited for the actual conditions within the swale. If you are knowledgeable about plants, select and plant more appropriate vegetation (preferably native plants) so that almost the entire surface area will be covered by the end of the second growing season.</li> <li><input type="checkbox"/> Other:</li> </ul>
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Kick-Out to Level 2 Inspection: For all but small practices (e.g., in residential yards), this task will likely require a landscape design professional or horticulturalist.</li> </ul>

## SW Outlets

Examine outlets that release water out of the swale.

Problem (Check if Present)	Follow-Up Actions
<ul style="list-style-type: none"> <li><input type="checkbox"/> Outlet is obstructed with mulch, sediment, debris, trash, etc.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Remove the debris and dispose of it where it cannot re-enter the swale.</li> <li><input type="checkbox"/> Other:</li> </ul>
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Kick-Out to Level 2 Inspection: Outlet is completely clogged or obstructed; there is too much material to remove by hand or with simple hand tools.</li> </ul>



Additional Notes:

Inspector: \_\_\_\_\_

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

Complete the following if follow-up/corrective actions were identified during this inspection:

**Certified Completion of Follow-Up Actions:**

"I hereby certify that the follow-up/corrective actions identified in the inspection performed on \_\_\_\_\_ (DATE) have been completed and any required maintenance deficiencies have been adequately corrected."

Inspector/Operator: \_\_\_\_\_

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



## Swale Stormwater Management Practices Level 2 Inspection Checklist

<b>SMP ID #</b>		<b>SMP Owner</b>		<input type="checkbox"/> Private <input type="checkbox"/> Public
<b>SMP Location (Address; Latitude &amp; Longitude)</b>				
	<b>Latitude</b>		<b>Longitude</b>	
<b>Party Responsible for Maintenance</b>	<b>System Type</b>		<b>Type of Site</b>	
<input type="checkbox"/> Same as SMP Owner <input type="checkbox"/> Other _____	<input type="checkbox"/> Seasonal <input type="checkbox"/> Continuous Use <input type="checkbox"/> Other	<input type="checkbox"/> Above Ground <input type="checkbox"/> Below Ground	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Residential <input type="checkbox"/> State	
<b>Inspection Date</b>			<b>Inspection Time</b>	
<b>Inspector</b>				
<b>Date of Last Inspection</b>				



## Level 2 Inspection: SWALE

Recommended Repairs	Triggers for Level 3 Inspection
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### **Observed Condition: Water Stands on Surface for More than 72 Hours after Storm**

<p><input type="checkbox"/> Condition 1: Small pockets of standing water</p> <p>Use a soil probe or auger to examine the soil profile. If isolated areas have accumulated grit, fines, or vegetative debris or have compacted soil, try scraping off top 3 to 6 inches of soil and replacing with clean material. Also check to see that surface is level and water is not ponding selectively in certain areas.</p> <p><input type="checkbox"/> Condition 2: Standing water is widespread or covers entire surface</p> <p>Requires diagnosis and resolution of problem:</p> <ul style="list-style-type: none"> <li>• Bad or compacted soil</li> <li>• Filter fabric on the swale bottom</li> <li>• Too much sediment/grit washing in from drainage area?</li> <li>• Too much ponding depth?</li> <li>• Longitudinal slope is too flat?</li> </ul>	<ul style="list-style-type: none"> <li>• Soil is overly compacted or clogged and problem is not evident from Level 2 inspection.</li> <li>• Level 2 inspection identifies problem, but it cannot be resolved easily or is associated with the original design of the practice (e.g., not enough slope down through the swale).</li> </ul> <p><input type="checkbox"/> Level 3 inspection necessary</p>
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### **Observed Condition: Vegetation is predominantly weeds and invasive species**

<p>For a small area, weed and dig up invasive plants. Replant with natives or plants from original planting plan.</p> <p>If longer than 100 feet, develop a new planting plan and have it professionally reviewed.</p>	<ul style="list-style-type: none"> <li>• Vegetation deviates significantly from original planting plan; swale has been neglected and suffered from deferred maintenance.</li> <li>• Owner/responsible party does not know how to maintain the practice.</li> <li>• For large area, hire a professional to develop a grading plan and develop a planting plan.</li> </ul> <p><input type="checkbox"/> Level 3 inspection necessary</p>
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Notes:



Inspector: \_\_\_\_\_

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

Complete the following if follow-up/corrective actions were identified during this inspection:

**Certified Completion of Follow-Up Actions:**

"I hereby certify that the follow-up/corrective actions identified in the inspection performed on \_\_\_\_\_ (DATE) have been completed and any required maintenance deficiencies have been adequately corrected."

Inspector/Operator: \_\_\_\_\_

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



## Appendix K

### NOTICE OF INTENT (NOI) AND MS4 ACCEPTANCE FORM





# **Owner/Operator Certification Form**

## **SPDES General Permit For Stormwater Discharges From Construction Activity (GP-0-20-001)**

**Project/Site Name:** \_\_\_\_\_

**eNOI Submission Number:** \_\_\_\_\_

**eNOI Submitted by:**                      **Owner/Operator**                      **SWPPP Preparer**                      **Other**

### **Certification Statement - Owner/Operator**

I have read or been advised of the permit conditions and believe that I understand them. I also understand that, under the terms of the permit, there may be reporting requirements. I hereby certify that this document and the corresponding documents were prepared under my direction or supervision. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further understand that coverage under the general permit will be identified in the acknowledgment that I will receive as a result of submitting this NOI and can be as long as sixty (60) business days as provided for in the general permit. I also understand that, by submitting this NOI, I am acknowledging that the SWPPP has been developed and will be implemented as the first element of construction, and agreeing to comply with all the terms and conditions of the general permit for which this NOI is being submitted.

**Owner/Operator First Name**                                              **M.I.**      **Last Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**





Department of  
Environmental  
Conservation

NYS Department of Environmental Conservation  
Division of Water  
625 Broadway, 4th Floor  
Albany, New York 12233-3505

## MS4 Stormwater Pollution Prevention Plan (SWPPP) Acceptance Form

for

**Construction Activities Seeking Authorization Under SPDES General Permit**

\*(NOTE: Attach Completed Form to Notice Of Intent and Submit to Address Above)

### I. Project Owner/Operator Information

1. Owner/Operator Name:

2. Contact Person:

3. Street Address:

4. City/State/Zip:

### II. Project Site Information

5. Project/Site Name:

6. Street Address:

7. City/State/Zip:

### III. Stormwater Pollution Prevention Plan (SWPPP) Review and Acceptance Information

8. SWPPP Reviewed by:

9. Title/Position:

10. Date Final SWPPP Reviewed and Accepted:

### IV. Regulated MS4 Information

11. Name of MS4:

12. MS4 SPDES Permit Identification Number: NYR20A

13. Contact Person:

14. Street Address:

15. City/State/Zip:

16. Telephone Number:



## **MS4 SWPPP Acceptance Form - continued**

### **V. Certification Statement - MS4 Official (principal executive officer or ranking elected official) or Duly Authorized Representative**

I hereby certify that the final Stormwater Pollution Prevention Plan (SWPPP) for the construction project identified in question 5 has been reviewed and meets the substantive requirements in the SPDES General Permit For Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s).  
Note: The MS4, through the acceptance of the SWPPP, assumes no responsibility for the accuracy and adequacy of the design included in the SWPPP. In addition, review and acceptance of the SWPPP by the MS4 does not relieve the owner/operator or their SWPPP preparer of responsibility or liability for errors or omissions in the plan.

Printed Name:

Title/Position:

Signature:

Date:

### **VI. Additional Information**





Department of  
Environmental  
Conservation

# SWPPP Preparer Certification Form

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*SPDES General Permit for Stormwater  
Discharges From Construction Activity  
(GP-0-20-001)*

## **Project Site Information** Project/Site Name

## **Owner/Operator Information** Owner/Operator (Company Name/Private Owner/Municipality Name)

## **Certification Statement – SWPPP Preparer**

I hereby certify that the Stormwater Pollution Prevention Plan (SWPPP) for this project has been prepared in accordance with the terms and conditions of the GP-0-20-001. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of this permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.

First name

MI

Last Name

Signature

Date



Appendix L  
CONTRACTORS CERTIFICATION FORM







## Appendix M

### NYSDEC PERMIT FOR OUTFALL ABANDONMENT





**PERMIT**  
**Under the Environmental Conservation Law (ECL)**

**Permittee and Facility Information**

**Permit Issued To:**  
TOWN OF NEW WINDSOR  
555 UNION AVE  
NEW WINDSOR, NY 12553-6140  
(845) 567-4600

**Facility:**  
Caesars Lane Wastewater Treatment Plant  
CAESARS LN  
NEW WINDSOR, NY 12550

**Facility Location:** in NEW WINDSOR in ORANGE COUNTY

**Facility Principal Reference Point:** NYTM-E: 581.291 NYTM-N: 4590.355  
Latitude: 41°27'38.4" Longitude: 74°01'35.8"

**Project Location:** Existing outfall at the mouth of Moodna Creek

**Authorized Activity:** This permit authorizes disturbance to Freshwater Wetland CO-10, Class 1 and excavation/fill within the Moodna Creek (NYS WIN H-89, Class C) below mean high associated with the removal of the above grade features of the existing sanitary sewer outfall associated with State Pollutant Discharge Elimination System (SPDES) permit NY0022446, which is being relocated to the treatment plant.

**Permit Authorizations**

**Freshwater Wetlands - Under Article 24**

Permit ID 3-3348-00055/00016

New Permit

Effective Date: 12/18/2023

Expiration Date: 12/31/2028

**Excavation & Fill in Navigable Waters - Under Article 15, Title 5**

Permit ID 3-3348-00055/00017

New Permit

Effective Date: 12/18/2023

Expiration Date: 12/31/2028

**NYSDEC Approval**

**By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.**

Permit Administrator: REBECCA S CRIST, Deputy Regional Permit Administrator  
Address: NYSDEC Region 3 Headquarters  
21 S Putt Corners Rd  
New Paltz, NY 12561

Authorized Signature: Rebecca S. Crist

Date 12 / 18 / 2023





## Distribution List

Michael Weeks, McGoey, Hauser & Edsall Consulting  
Army Corps of Engineers  
Orange County Department of Health  
Angela Schimizzi, NYSDEC Div of Marine Resources R3  
Michael Fraatz, NYSDEC Bur. of Ecosystem Health R3  
Lisa Masi, NYSDEC Bureau of Wildlife, R3  
Manju Cherian, NYSDEC Division of Water, R3  
Evan Masten, NYS Division of Lands & Forests, R3

## Permit Components

### NATURAL RESOURCE PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

### **NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: FRESHWATER WETLANDS; EXCAVATION & FILL IN NAVIGABLE WATERS**

- 1. Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by McGoey, Hauser & Edsall. consisting of Sheet C-103, "Site Plan And Typical Details & Notes". Any work described in the approved plans that was completed prior to the effective date of this permit is not authorized by this permit..
- 2. Post Permit Sign** The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.
- 3. Notice of Intent to Commence Work** The Permittee shall notify the Department 48 hours prior to the commencement of work on the project by emailing Angela Schimizzi, [angela.schimizzi@dec.ny.gov](mailto:angela.schimizzi@dec.ny.gov). The email needs to include the permit number, permittee name, and the project start date.
- 4. Manhole Abandonment** As specified in approved plan, all manholes to be abandoned will have any frames, grates, and concrete risers removed to at least 1 ft below existing grade. Any remaining structure will be filled with rip-rap and topped with clean soil to match existing grade.
- 5. Remnant Access Road Structures to Be Removed and Area Restored** The existing 48" pipe stream crossing and exposed geotextile in vicinity to be removed completely. Area to be restored to





match existing conditions and the stream grade restored to the level prior to installation. All removal must be to the satisfaction of the Department.

All existing geotextile will be cut back to a minimum of 30 feet from the stream embankments.

**6. Prohibition Period for Nesting Birds** To protect nesting marsh birds, including threatened and/or endangered species, no outfall removal activities may occur between April 15th and August 31st of any calendar year.

**7. Removal of Trees on State Lands** Minimal cutting of woody vegetation will be allowed. The permittee must meet with Department forester before any trees are cut.

One (1) week prior to commencing any tree or vegetation clearing pursuant to this permit, the limits of route shall be flagged and any live trees 6" diameter or larger to be removed outside of the flagged route must be marked. A DEC State Lands Forester shall inspect the route and trees to be removed prior to the start of clearing.

All tree limbs shall be cut/pruned perpendicular to the branch outside the branch collar. All pruning shall conform to ANSI 300 (Part 1) Tree Pruning Standards.

The stumps of the trees to be removed must be a height of 6" or less.

**8. Use of Motorized Equipment on State Lands** The permittee must call the Forester, Evan Masten, at (845) 256-3074 before any motorized equipment moves on to DEC State Lands and before machinery moves off of DEC State Lands.

**9. In-Water Work During Low Tide Only** Work below Mean High Water shall occur only during the period 2 hours before and after the scheduled low tide.

**10. Clean Fill Only** All fill shall consist of clean soil, sand and/or gravel that is free of the following substances: asphalt, slag, flyash, broken concrete, demolition debris, garbage, household refuse, tires, woody materials including tree or landscape debris, and metal objects. The introduction of materials toxic to aquatic life is expressly prohibited.

**11. No Construction Debris in Wetland or Adjacent Area** Any debris or excess materials from construction of this project (including earth, construction materials, trees and stumps) shall be immediately and completely removed from the wetland and adjacent area to an appropriate upland area for disposal.

**12. No Equipment in the Water** Heavy equipment operation in the water is prohibited. With backhoes and similar heavy equipment, the bucket may enter the water.

**13. Seed, Mulch Disturbed Soils** All areas of soil disturbance resulting from this project (above the mean high water line) shall be seeded with an appropriate seed mix and mulched with straw within one week of final grading.

**14. Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.





**15. No Interference With Navigation** There shall be no unreasonable interference with navigation by the work herein authorized.

**16. State Not Liable for Damage** The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

**17. State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

**18. State May Order Removal or Alteration of Work** If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

### **GENERAL CONDITIONS - Apply to ALL Authorized Permits:**

**1. Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

**2. Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order





or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

**3. Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator  
NYSDEC Region 3 Headquarters  
21 S Putt Corners Rd  
New Paltz, NY12561

**4. Submission of Renewal Application** The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Excavation & Fill in Navigable Waters, Freshwater Wetlands.

**5. Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

**6. Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

## NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

### Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in





compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

**Item B: Permittee's Contractors to Comply with Permit**

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

**Item C: Permittee Responsible for Obtaining Other Required Permits**

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

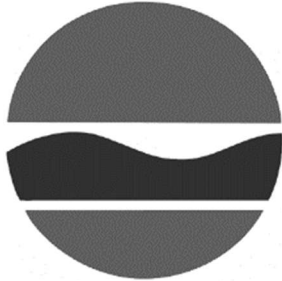
**Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

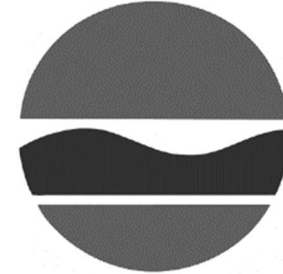
**Item E: SEQR Unlisted Action, No Significant Impact** Under the State Environmental Quality Review Act (SEQR), the project associated with this permit is classified as an Unlisted Action with New Windsor Town Board designated as the lead agency. It has been determined that the project will not have a significant effect on the environment.



New York State  
Department of Environmental Conservation



# NOTICE



The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Department condition on it, contact the DEC at 845-256-3054 or [dep.r3@dec.ny.gov](mailto:dep.r3@dec.ny.gov). Please refer to the permit number shown when contacting the DEC.

**Permittee:** Town of New Windsor

**Permit No.** 3-3348-00055/00016&17

**Effective Date:** 12/18/2023

**Expiration Date:** 12/31/2023

For Work at the Existing Outfall at the Mouth of the Moodna Creek

**NOTE:** This notice is **NOT** a permit.