



City of Kingston Finance and Audit Committee
Meeting Agenda
Wednesday, July 19, 2017

NEW BUSINESS

Alderman Mills Re: Department Head Overtime/Comptime
[Mills July 2017 Communication.pdf](#)

Ralph Swenson Re: Hurley Ave Paving and Complete Streets
Suggested Action: Authorize funding "in the first place" for Design and ROW Incidentals
Authorize the Mayor to sign Master Agreement with NYSDOT, including all necessary forms and agreements
[2017-7-3 Letter to Common Council for Auth to Apply and Execute.pdf](#)
[Project Location Map.jpg](#)
[Res 37 of 2017.pdf](#)
[Short Form_Hurley Avenue Paving.pdf](#)
[2 Kingston Hurley Ave. 2017 TIP Call for Projects_Pavement Block Application FINAL.docx](#)
[8761.94_Hurley Ave 1R_Initial Project Proposal_061317.pdf](#)
[8761.94_Hurley Ave 1R_Smart Growth Screening Tool_061317.pdf](#)
[Federal Aid Local Project Agreement_Hurley Avenue Paving.pdf](#)
[Sample Resolution.docx](#)

Ralph Swenson Re: Apprenticeship Program categories and thresholds
Suggested Action: consider adding a Building Trades category with a separate threshold for Program compliance
[Apprenticeship Policy Statement.pdf](#)
[APPRENTICESHIP PROGRAM - Resolution 179 OF 2012 and Resolution 120 of 2004.pdf](#)
[Apprenticeship Program Compliance Statement.pdf](#)
[Noble_Apprenticeship Program_070517.pdf](#)

Ralph Swenson Re: FEMA - Restore Kingston WWTP - #3972704 NYSDEC WQIP - WWTP Upgrades
Suggested Action: Authorize Bonding
Authorize Award of Contracts
Authorize Mayor to sign
[Noble_FEMA 3972704_Authorization to Award_Bonding Request070517.pdf](#)
[Freeman Bid advertisement.pdf](#)
[FEMA PW2506 Form 90-91_executed 040516.pdf](#)
[Resolution 101 of 2016.pdf](#)

Joseph Chenier Re: Budget Transfer Request
[Transfer Street Light Replacement 6-30-17.pdf](#)

Mayor Noble Re: Citibus: half-fare/non-peak
[Communication- Citibus half fare, non-peak.pdf](#)

Chief Brown Re: Budget Modification Request
[Fire Bud Mod July 2017.pdf](#)

Alderman Mills Re: Request for \$10,000 to hire independent Counsel for Common Council
[Mills \\$10K Counsel.pdf](#)

T. Tiano Re: Failed Inspection Fee

Winnie, Carly

From: Noble, James
Sent: Tuesday, July 04, 2017 10:24 AM
To: Winnie, Carly
Subject: Fwd: Communication

Carly please add to the FED Committee this issue may also involve employee contracts.

Sent from my iPhone

Begin forwarded message:

From: Mair <mmills1299@aol.com>
Date: June 23, 2017 at 9:22:30 AM EDT
To: James Noble <jnoble@kingston-ny.gov>, Jim Noble <JNOBLE39@aol.com>, Carly Winnie <cwinnie@kingston-ny.gov>, Dee Sills <dsills@kingston-ny.gov>
Subject: Communication

President Noble

Please submit the following communication to the appropriate committee.

With the budget season approaching and expired contracts at hand, I would like a discussion on the overtime versus comp time of department heads. In addition, on a go forward basis there should be a requirement for city employment/employees to reside within the city.

Thank you

Alderman Mills

Sent from my iPad

CITY OF KINGSTON
Office of the City Engineer
rswenson@kingston-ny.gov

Ralph E. Swenson, P.E., City Engineer



Steven T. Noble, Mayor

July 5, 2017

Mr. James L. Noble, Jr.
Alderman-At-Large
President of the Common Council
420 Broadway
Kingston, NY 12401

Re: Hurley Avenue Paving and Complete Streets
PIN 8761.94
Master Agreement

Dear President Noble,

The City of Kingston is the recipient of Federal Highway Funding through the Ulster County Transportation Council (UCTC) Transportation Improvement Program (TIP) – Block Program Bridge and Paving Program for the Hurley Avenue Paving and Complete Streets Project in the amount of \$451,639, the local match required for the entire project is \$112,910.

I request funding authorization in the amount of \$26,000 for the purposes of Design and ROW Incidentals for the above referenced project in the form of the sample resolution provided by NYSDOT, see attached Federal Aid Project Agreement.

In addition, I request authorization for the Mayor to enter into said project agreement by executing any and all necessary forms and agreements associated with this Federal-Aid Local Project Agreement.

Also, I am also attaching a completed Short Environmental Assessment Form, and a project area map. In accordance with 6 NYCRR, Part 617 (c) (4) “repaving of existing highways not involving the addition of new travel lanes”, the proposed project is Type II, and therefore not subject to further review. Please identify the City of Kingston as Lead Agent, and affirm my Type II SEQR determination.

Please forward this communication to the next regularly scheduled Finance Committee for further discussion.

Should you have any questions, do not hesitate to contact me.

Respectfully,

Ralph Swenson
City Engineer

Cc: Steven T. Noble, Mayor
Kevin Bryant, Corporation Counsel
Douglas Koop, Chair, Kingston Common Council Finance Committee



RESOLUTION 37 of 2017

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE ULSTER COUNTY TRANSPORTATION COUNCIL FOR A PAVEMENT REHABILITATION AND COMPLETE STREETS TIP PROJECT IN THE AMOUNT OF \$451,639 FOR THE HURLEY AVENUE PAVING AND COMPLETE STREETS PROJECT TO EXECUTE ANY AND ALL RELATED DOCUMENTS.

Sponsored by: Finance and Audit Committee Aldermen: Koop, Schabot, Brown, Scott-Childress, Davis

WHEREAS, the City of Kingston is eligible to apply to the Ulster County Transportation Council for a Pavement Rehabilitation and Complete Streets TIP Project for funds in an amount of \$451,639 for the Hurley Avenue Paving and Complete Streets Project; and

WHEREAS, this application, should the grant be awarded, requires a match in the amount of \$112,910 to be provided by force account, bond, or other grants for the Hurley Avenue Paving and Complete Streets Project; and

WHEREAS, there are specific requirements and regulations governing the expenditure of these funds; and

WHEREAS, the action is categorized under 6 NYCRR, Part 617.5 as Type II.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. Administration of all funds under this grant will be in accordance with all terms and conditions contained in guidelines provided by the Ulster County Transportation Council.

SECTION 2. The Mayor of the City of Kingston is hereby authorized and directed to file an application for funds from the Ulster County Transportation Council for a Pavement Rehabilitation and Complete Streets TIP Project in the amount of \$451,639 for the Hurley Avenue Paving and Complete Streets Project and upon approval of said request to enter into and execute an agreement, and any and all related documents.

SECTION 3. This resolution shall take effect immediately.

Submitted to the Mayor this 8th day

of February 2017



Carly Winnie, City Clerk

Approved by the Mayor this 8th day

of February 2017



Steven T. Noble, Mayor

Adopted by Council on February 7, 2017

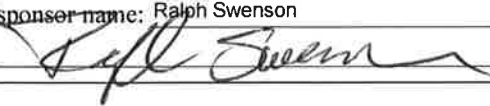
617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
City of Kingston			
Name of Action or Project: Hurley Avenue Paving and Complete Streets			
Project Location (describe, and attach a location map): Hurley Avenue from Washington Avenue to the City Line			
Brief Description of Proposed Action: The purpose of the project is system renewal utilizing mill and fill of flexible pavement. Truing and leveling of milled surface will be done as needed. The project is rated at 5-6, poor to fair. The rehabilitation pavement treatment will be to mill 2.5" of existing asphalt, then pave 1.0" truing and leveling course, and then pave 1.5" top course. The project proposes to install 16 ADA accessible curb ramps along sidewalks that travel over cross streets along Hurley Ave a widening of the shoulder from the Thruway to the City line by about 1.5 feet if possible for improved safety of bicyclists. The City has a 60 foot right-of-way for Hurley Ave, but in this section the road is approximately only 30 to 35 feet wide. It also includes funds for striping a fog line and yellow center lines for the entire way.			
Name of Applicant or Sponsor: Ralph Swenson		Telephone: 845-334-3967 E-Mail: rswenson@kingston-ny.gov	
Address: City Hall, 420 Broadway			
City/PO: Kingston		State: NY	Zip Code: 12401
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO ☒
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			YES ☒
3.a. Total acreage of the site of the proposed action? 5 acres			
b. Total acreage to be physically disturbed? 5 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 5 acres			
4. Check all land uses that occur on, adjoining and near the proposed action. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☒ Other (specify): <u>Highway</u> ☐ Parkland			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
_____	☒	☐
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: Ralph Swenson		Date: July 3, 2017
Signature: 		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:	☒	☐
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The proposed project will rehabilitate paved surfaces for the purpose of vehicular traffic, and provide for enhanced non-motorized and pedestrian traffic through the establishment of bicycle paths and improved sidewalk and street crossing surfaces.

The improvements incorporated will improve vehicular traffic flow, and access and safety of pedestrians and bicyclists.

☐	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
☒	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
City of Kingston	
Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT

Pavement Rehabilitation and Complete Streets – Application Instructions

Project sponsors are asked to complete the following application form and submit to UCTC by November 25, 2016 at close of business (5:00pm).

All applications will be reviewed by a sub-committee of the UCTC Technical Committee based on the information submitted by the applicant.

Please complete all sections and be sure to reference the source of any data, cost estimates or other pertinent information included. Applications should be accompanied by a signed cover letter from the Chief Elected Official of the sponsoring organization that supports the application.

Applications and cover letter signed by the Chief Elected Official should be emailed to uctc@co.ulster.ny.us by 5:00pm on December 2, 2016 (period extended).

Funds Available for Distribution (in millions of dollars) (finalized November 1)

PIN	2017	2018	2019	2020	2021
8T0714: Bridges	\$1.125	\$1.125	\$1.125	\$1.125	\$1.125
8T0715: Paving	\$0.650*	\$0.359*	\$0.662	\$0.675	\$0.675
Open for applications			To be opened for applications at a later date		

*Figures for PIN 8T0715 have been revised and finalized based on the approved final 2017 – 2021 TIP and all associated amendments and modifications.

Section A: Sponsor Information and Project Priority

- 1) Project Name:
Hurley Avenue Paving and Complete Streets Project
- 2) Project Location (city, town, village, etc.):
City of Kingston
- 3) Project Sponsor (government body submitting the proposal):
City of Kingston
- 4) Contact person with direct knowledge of the project:

Name: Kristen Wilson
Municipality/Organization: City of Kingston
Title: Grants Manager
Street Address: 420 Broadway
City/Zip: Kingston, NY, 12401
Telephone: 845-334-3962
Email: kwilson@kingston-ny-gov

- 5) Place an "X" in the boxes to indicate that you have read and understand the following:

X	The sponsor has provided a signed cover letter from the chief elected official or equivalent along with this Project Justification Package.
X	The sponsoring municipality or agency agrees to provide the minimum required local match (20% of the total project cost). NOTE: The 20% local match may be reduced depending on the project type, the federal fund source and the availability of matching state funds.
X	The sponsoring municipality or agency acknowledges that funds for locally administered federal aid projects will be provided on a reimbursement basis. The sponsor will be responsible for 100% of the upfront costs and will be reimbursed following completion of the project.
X	The sponsoring municipality or agency acknowledges that the cost estimate provided by the sponsor may be adjusted by UCTC staff based on federal unit costs or other information related to federal aid projects.
X	The sponsoring municipality or agency acknowledges that if preliminary engineering funds are not obligated in the federal fiscal year in which they are programmed, the entire project will be removed from the TIP and federal funds will be reprogrammed for other purposes. The project would then have no status. The UCTC Technical Committee can take action to approve exceptions to this rule at its discretion.

- 6) Sponsors submitting multiple project proposals should numerically rank them (1 being highest) as an indication of their priority.

Priority Level: 2

Section B: Project Description Including Key Project Elements

Describe the proposed project with as much detail as possible including key project features by dominant project type. If the project proposal is directly related to an existing federal aid project, provide that PIN as well.

For All Pavement Projects:

- 1) What are the limits of the project (Describe the beginning and endpoints of the project using side street names, reference markers or specific street addresses).
The project will take place on Hurley Avenue from the City line to Washington Ave. in Kingston.
- 2) If the project is related to an existing federal aid project funded in the TIP, provide the NYSDOT PIN number.
N/A
- 3) What is the AADT (Annual Average Daily Traffic) and what year is the traffic count from? What is the percentage of Heavy Vehicles, if known? Refer to the NYSDOT traffic data view for more information at: <http://gis3.dot.ny.gov/html5viewer/?viewer=tdv>.
The AADT for Hurley Avenue, which was taken at Station 8249 in 2013 is 9352.
- 4) What is the project's purpose and need? Is it preventive maintenance, corrective maintenance, or rehabilitation (system renewal) (it is not anticipated that there will be sufficient funds available for reconstruction project proposals under this solicitation)? Provide the condition score and/or other necessary engineering data that describes the problem. Applicants should refer to the standard assessment protocol outlined in the [New York State Department of Transportation Pavement Condition Assessment](#) manual for background on pavement scoring.
Note: Preventive/corrective maintenance projects typically have a pavement condition score of 6. A pavement can be considered for preventive/corrective maintenance with a condition score of 5 if the previous year the score was 6. Pavements with a score of 7 can be crack sealed after 4 to 6 years of service. Pavements with a condition score of 5 or less for more than two cycles are considered to be beyond preservation and should be considered for rehabilitation or reconstruction (system renewal projects).
The purpose of the project is system renewal utilizing mill and fill of flexible pavement. Truing and leveling of milled surface will be done as needed. The project is rated at 5-6, poor to fair. The project road surface has frequent, moderate to severe defects. Most or nearly all of the pavement is cracked. Many cracks are interconnected. Pieces of pavement have been dislodged or have been patched. The dominant distress is Alligator cracking (interconnecting cracks), rutting of flexible pavement in the wheelpath, and patched dislodged pieces of pavement with ragged edges, and unpatched dislodged pieces of pavement (potholes).
- 5) How was the need for the project identified? Was the project derived from a local pavement condition inventory, a planning/engineering study, part of an overall plan, or part of an existing capital plan? Other source? Provide a copy or web link to the related planning/engineering studies or other planning work as part of this application.
Eligible roads were identified utilizing the web based New York State Department of

Transportation Functional Class Viewer. Eligible roads were cross-referenced with the City's Pavement Surface Rating Excel spreadsheet. This inventory was originally created by the Engineering Department in 2010-2011 and periodically updated by the Department of Public Works. Prior to this grant application the included roads were visited in the field by the City's Superintendent of Public Works, certified by National Institute for Certification in Engineering Technologies (NICET) Level 3 in Highway Construction. The superintendent further assessed the current conditions (as indicated above) utilizing the NYSDOT Network Level Pavement Condition Assessment Manual (V2.0w). The selected roads for the grant application were further reviewed by the City Engineer (licensed Professional Engineer) who provided concurrence.

The need for safety improvements on Hurley Avenue was also defined through a Safe Routes to School planning effort for the Bailey Middle and Edson Elementary Schools, and a current federal-aid Safe Routes to School project will be constructed on Hurley Ave in the summer of 2017.

- 6) What specific pavement treatment will be used in the project? For examples of pavement work by category, see page 15 of the NYSDOT TIP/STIP Policy Guidance Document (Part 1) for the 2016 TIP Update on UCTC's website at: <http://ulstercountyny.gov/planning/transportation-improvement-plan>

The rehabilitation pavement treatment will be to mill 2.5" of existing asphalt, then pave 1.0" truing and leveling course, and then pave 1.5" top course.

- 7) Are other treatments included in the project such as ADA compliant project elements or complete streets features, including low cost treatments to address identified needs related to sidewalk gaps, better access for transit and improved bicycle access features such as striping? ADA compliant project elements, such as the number of sidewalk curb ramps to be upgraded or the replacement of an impassible panel of sidewalk, must be identified as part of any resurfacing project on a roadway with sidewalks. Note: For resurfacing projects on roadways with sidewalks a technical advisory found at: <http://www.ada.gov/doj-fhwa-ta.htm> and issued jointly by the USDOT and US Department of Justice requires that such projects address the need for, or adequacy of, ADA curb ramps and crosswalks. See NYSDOT's website at <http://on.ny.gov/1lyFENP> and <http://on.ny.gov/1YINMK> for more information. For more information on complete streets features for different project types see NYSDOT's website at: <http://on.ny.gov/1Rd5vHM>.

The project includes funds to install 16 ADA accessible curb ramps along sidewalks that travel over cross streets along Hurley Ave. The project also includes funds to widen the shoulder from the Thruway to the City line by about 1.5 feet if possible. From the Thruway overpass to the City line, an expanded shoulder would improve safety for bicyclists. The City has a 60 foot right-of-way for Hurley Ave, but in this section the road is currently approximately only 30 to 35 feet wide. It also includes funds for striping a fog line and yellow center lines for the entire way. By more clearly defining and limiting the motor vehicle travel lane to 12 feet, especially from Washington Ave. to the Thruway overpass, there will be space to include a defined shoulder or possibly even a bicycle lane to improve safety for bicyclists on the road. The road width in this area ranges from 31 feet to 50 feet wide, and no parking is allowed on the street. We have included small design costs to determine the right-of-way, feasibility of a bike lane from Washington Ave. to the Thruway overpass, and any possible limitations for this idea. If it

is not possible to expand the shoulder or include a bike lane due to right-of-way issues, space limitations, or other expensive items, we will eliminate the shoulder expansion from the project, and just continue with paving the road as it is now paved, which will lower the project cost. However, defining the travel lanes with a fog line from Washington Ave. to the Thruway overpass is possible so at the bare minimum, we can have a defined shoulder for bicyclists in that section.

These Complete Streets improvements to the road will compliment a Safe Routes to School project that will go to construction in the summer of 2017. New crosswalks and speed radar activated signals are being installed on Hurley Ave to improve safety for pedestrians on their way to the Bailey Middle and Edson Elementary Schools.

- 8) Is there a specific traffic safety problem, based on documented crash history, the project intends to address? Provide relevant crash data and identify the specific project element that intends to reduce the documented crashes.

In five years of crash data ending in 2015, there were 96 observed crashes with an average of 5.6 crashes compared to the NYS average crash rate of 3.52. The observed crashes are higher than the NYS expected number of crashes for AADT at 60. Most of the crashes were collisions with motor vehicles, but two were with bicyclists of which one resulted in injuries. Slowing speeds with the defined lane width of 12 feet may help to reduce overall crashes and adding the bike lane and wider shoulder may help to reduce crashes with bicyclists. Detailed crash data obtained from the UCTC is attached in an excel sheet.

- 9) What is the length of the pavement area in feet or miles?

The length of the pavement area is approximately 5400 feet.

- 10) What is the width of the pavement area in feet (curb to curb or pavement edge to pavement edge if no curbs)?

The width varies slightly along the road. The width varies from 30 to 50 feet. Closer to the City line the width is narrower, and closer to Washington Ave. the width is wider. See the Paving Project Estimates document submitted along with this application to see approximate widths and lengths along the road.

- 11) Provide the following information in the table below for pre and post project conditions. If the width of the cross section (e.g. shoulder width, travel lane width, median width, sidewalk width, bike lane width, etc.) varies throughout the length of the project area, then provide the information in the below table for each segment where a new cross section exists and/or is proposed. Include ADA features as well. Do not leave blank spaces - insert N/A if the topic is not applicable to the proposed project.

Cross Section Feature	Base Condition (Pre-Project)	Proposed Condition (Post Project)
Total Number of Travel Lanes in Cross Section	2	2
Number of Travel Lanes by Direction	1 E 1 W	1 E 1 W
Width of Travel Lanes (Feet)	Variable from 13.5 to 25 feet	12 feet

UCTC TIP Call for Projects – Pavement Rehabilitation & Complete Streets Application

Ulster County Transportation Council

Shoulder Type (paved or unpaved)	Paved	Paved
Shoulder Width by Direction (Feet)	Variable from 1 foot to undefined feet as there is no fog line closer to Washington Ave.	Variable 3 to 5 feet depending on design
Median Type (i.e. Raised or two way center turn lane)	N/A	N/A
Median Width (Feet)	N/A	N/A
Parking Lane Width by Direction (Feet)	N/A	N/A
On-Street Bike Lane Width by Direction (Feet)	N/A	To be determined. At least 4 feet.
Multi-Use Path Width (Feet)	N/A	N/A
Number of Mid-block Crosswalks	N/A	N/A
Sidewalk Width by Direction (Feet)	Variable 4-5 feet	Variable 4-5 feet
Sidewalk/Path Buffer/Planting Area/Maintenance Strip Width (Feet)	Variable 0-6 feet	Variable 0-6 feet

12) Any additional information the sponsor would like to provide about the project?

The City has completed paving projects in the past by hiring a contractor to do the paving while the Department of Public Works does the prep work, traffic control, and hauling of blacktop and millings. By doing the project this way, the City is able to reduce costs that might be incurred if the entire project goes out to bid. This is also a way that the City can contribute its local match if it is allowed.

Costs for the painting of bicycle facilities, except one fog line on the edge of the lane, are not included in this estimate. If we are able to include the bike lane, the City will use CHIP or PAVE-NY funds for the bike lane demarcations as an additional match to the project.

Section C: Project Costs

1) Estimated Total Project Costs Worksheet

Sponsors should complete the worksheet below using the best available cost estimates.¹

If the project includes an element(s) for which no direct reference is available, please provide a cost estimate and indicate its source.

Note: All project cost estimates will be inflated 3.0% annually by UCTC staff.

Construction Costs (in 2017 \$)	\$490,912
+Inspection Cost/Contingency (10%)*	\$49,091
+All Design Phases**: (5%)	\$24,546
For Pavement Preservation (10%)*	
=Total Project Cost***	\$564,549

Source of cost estimate: The cost estimate is based on recent mill and fill work that was completed in the City of Kingston, and it was compared with the CDTC unit costs that were provided for mill and fill on their website. The City's estimate fell within the range of the CDTC estimates at approximately \$317,000 per lane mile. Estimates for lane striping and paint were obtained from a recent estimate from a consultant for a federal-aid project. Estimates for curb ramps are based on the 2016 NYSDOT Quick Estimator released with information about the TAP applications.

Notes:

* Percentages shown are percentages of the construction cost.

** Select the percentage to apply for all design phases based on project type.

*** The total in the project cost worksheet must equal the total in the funding worksheet.

2) Funding Worksheet

Sponsors should note the proposed sources of funding for the project. For clarity, the amount of federal funds requested has been separated from the required local match (though the two together constitute the federal aid requested as funds are provided on a reimbursement basis. Overmatches and other sources of funding beyond the required match should also be noted.

Federal Funds Requested + Required 20% Local Match*	\$ 564,549 (\$451,639 + \$112,910)
+Additional Local Funds Beyond the Required Match**	\$

¹ Accurate cost estimates are an important part of the project evaluation process. To assist sponsors and to provide consistency in the development of project costs, applicants are encouraged to review unit cost estimates developed by the [Capital District Transportation Council](http://www.cdtcmpr.org/tip) (CDTC) based on recent federal-aid construction experience. CDTC's unit costs can serve as a point of reference for paving projects to ensure the proposed project cost is in line with federal aid experience. CDTC's unit costs are available on the CDTC website at <http://www.cdtcmpr.org/tip>.

UCTC TIP Call for Projects – Pavement Rehabilitation & Complete Streets Application
Ulster County Transportation Council

+Funds for Other Sources Beyond the Required Match**	\$
<i>List the source of the other funding:</i>	CHIPS or Pave NY
=Total Project Cost***	\$ 564,549

Notes:

* Match percentage may vary based on federal fund source requirements.

** These funds would be in addition to the required Local Match.

*** The total in the project cost worksheet must equal the total in the funding worksheet.

3) What is your preferred year for design and construction? Select one. Note that the federal fiscal year begins on October 1st and ends September 30th. The preferred year is not guaranteed.

X 1st year (2017-2018) of 2017-2021

TIP

2nd year (2018-2019) of 2017-2021 TIP

Section D: Project Evaluation

Projects must be consistent with the goals and objectives of the UCTC Year 2040 Long Range Transportation Plan and meet an identified federal aid eligible need. Project evaluation criteria will include:

- **Cost/Benefit Ratio:** Quantifiable project benefits divided by the annualized cost of the project will be evaluated based on information provided by the applicant in the sections above. Information is subject to verification by the UCTC TIP Subcommittee.
- **Regional Benefit:** As described here, the UCTC TIP Subcommittee will consider NYSDOT's "Preservation First" framework when considering regional benefit of project proposals. This strategy focuses on preventive, corrective and demand work using Asset Management principles and data driven decision making. The highest priority is to preserve the functionality of the existing highway system in a manner that provides a regional benefit to all users of the system. Applicants that are able to show
- **Project Delivery:** ability of the project sponsor to deliver the project on schedule.



REGION 8 POUGHKEEPSIE

INITIAL PROJECT PROPOSAL (LOCAL)

PIN: 8761.94
Project Title: Hurley Avenue Paving and Complete Streets Project
Municipality: City of Kingston
County: Ulster

Sponsoring Agency: City of Kingston
(Name of Responsible Organization)

Approved:  6/13/17
Steven T. Noble, Mayor (Responsible Local Official) Date

NYSDOT:

Recommended: _____
(Regional Local Program Manager) Date

Program:
Checked for SFY _____ **by** _____
(Regional Program Management) Date

Recommended: _____
(Regional Planning and Program Manager) Date

Approved: _____
(Regional Director) Date

INITIAL PROJECT PROPOSAL

STREET/ROAD NAME: Hurley Avenue

LOCAL ROUTE #: County Highway 29

PROJECT LIMITS: Project is along Hurley Avenue, starting at the intersection of Washington Avenue and ending at the City Line.

MILE POINTS: Hurley Ave, 199833011 MP 0.00 to 1.00

PROJECT LENGTH: 1.022 mi; 1.646 km **BIN(S):** N/A **CONDITION RATING:** N/A

FEDERAL AID SYSTEM: ☐ NHS ☒ Non-NHS

FUNCTIONAL CLASS: Hurley Avenue- 16-Urban Minor Arterial

EXISTING CHARACTERISTICS OF CONCERN:

ELEMENT(S)

Pavement
Curb Ramps

MEASURE(S)/INDICATOR(S)

cracked, dislodged, potholes
non-ADA compliant

DESCRIBE THE PROBLEM:

The road surface on Hurley Avenue in the city of Kingston has frequent, moderate to severe defects. Most or nearly all of the pavement is cracked. Many cracks are also interconnected, with many pieces of pavement dislodged or patched. The uneven pavement has caused many potholes and raises safety concerns for drivers and bicyclists. The sidewalks, which on a route to both an elementary and middle school are missing ADA accessible curb ramps, and there are no bicycle facilities on a route traveled frequently by bicyclists.

DESCRIBE PROJECT OBJECTIVE:

The project objective is to improve the pavement condition and pedestrian and bicyclist access and safety along Hurley Avenue from Washington Avenue to the City of Kingston boundary line.

DESCRIBE THE PROJECT:

The project will install 16-ADA accessible curb ramps along sidewalks that travel over cross streets along Hurley Avenue. From Washington Ave. to the Thruway overpass, through the design process the City will determine the feasibility of installing a bike lane. From the Thruway overpass to the City line, the shoulder will be widened to improve safety for bicyclists. The construction of the pavement treatment will include milling 2.5" of existing asphalt, and then pave 1.0" grading and leveling, and finally pave 1.5" top course. Yellow center lines and fog lines will be striped to more clearly define the lanes of travel.

PROJECT ELEMENTS TO BE INVESTIGATED:

- | | |
|---|---|
| ☐ Deck or Minor Bridge Rehab. | ☐ Bridge Replacement - New Location |
| ☐ Major Bridge Rehab. | ☐ Bridge Replacement - Existing Location |
| ☒ Highway Resurfacing | ☐ Appurtenance: Sidewalk |
| ☐ Highway Reconstruction | ☐ Traffic Control |
| ☐ Other: Intersection reconstruction/road widening | ☐ Safety Considerations: |

PROJECT TYPE: NEW CONSTRUCTION & RECONSTRUCTION: IN-KIND (ASPHT /OVRLAY)**ACCOMPLISHMENTS:**

Accomplishment	On Local Roads or Off Road		On Local NHS Roads		On State Highways	
Length of Pavement Lanes Improved	1.022mi	1.646km	mi	km	mi	km
No. of Intersections Improved						
No. of Signals Installed or Upgraded						
Length of Guide Rail Improved	ft	m	ft	m	ft	m
Length of Pavement Markings Installed	1.022mi	1.646km	ft	m	ft	m
Length of Sidewalk Improved or Installed	mi	km	mi	km	mi	km
Length of Bike Facilities Improved or Built	1.022mi	km	mi	km	mi	km
No. of Buildings						
No. of Parking Spaces Added						
No. of Bridges Improved						
Priority Deficient						
Deficient						
Non-Deficient						
Total Bridge Deck Area	sf	sm	sf	sm	sf	sm
Credit for Bridge Painting	sf	sm	sf	sm	sf	sm

ENVIRONMENTAL CLASSIFICATION:

NEPA Class Recommendation:

☐ Class I (EIS)☐ Class III (EA)☒ Class 2 C-list Categorical Exclusion☐ Class 2 D-list CatEx w/documentation

Lead Agency: NYSDOT/FHWA

SEQR Type Recommendation: ☐ Type I☒ Type II☐ Unlisted

Lead Agency:

MPO INVOLVEMENT:☐ Yes; ☐ Mid-Hudson South☐ Poughkeepsie-Dutchess County☐ Newburgh-Orange County☒ Ulster County☐ No; Non-federal aid project and/or outside urban area

SPECIAL CIRCUMSTANCES: NYSDOT design standards and construction and material standard specifications must be used for all federal-aid projects. This project is funded under PIN 8T0715, Block Program Pavement Rehabilitation and Complete Street Activities.

PROBABLE SCHEDULE AND COST:

Project Phase	Phase Obligation Date (mo./yr.)	Total Cost (\$M)	Federal Share of Total Cost (\$M)	Local Share of Total Cost (\$M)	Fund Source
Prelim. Design (I-IV)	06/2017	\$15,000	\$12,000	\$3,000	STP-FLEX
Detail. Design (V-VI)	06/2017	\$10,000	\$8,000	\$2,000	STP- FLEX
ROW Incidentals	06/2017	\$1,000	\$800	\$200	STP- FLEX
ROW Acquisition	01/2018	\$1,000	\$800	\$200	STP- FLEX
Construction	09/2018	\$490,000	\$392,000	\$98,000	STP- FLEX
Constr. Inspection	09/2018	\$48,000	\$38,400	\$9,600	STP- FLEX
RR Force Account					
Utilities					
Betterments					
TOTALS:		\$565,000	\$452,000	\$113,000	

P6 PROJECT DELIVERY METHOD CODE:

- ☒ D-B-B Design-Bid-Build with asset Service life >=10Years
☐ D-B-OM Design-Bid-Operate or Maintain with Asset Service life <=10 Years

BASIS OF ESTIMATE: Estimate was obtained from the Sponsor and/or consultants.

MARCHISELLI PROGRAM ELIGIBILITY: Project is eligible for reimbursement under the Marchiselli program.

* Please note that if a request for Marchiselli funding can be made for this project, it is not guaranteed that funding will be available.

RESPONSIBILITIES:

The sponsoring agency will be responsible for progressing the project in accordance with the "Procedures for Locally Administered Federal Aid Projects" manual, including but not limited to:

- executing a project agreement with the NYSDOT.
- procuring a consultant, if necessary.
- preparing a project design report and construction contract documents.
- acquiring any and all property required.
- advertising for bids, conducting a bid opening, and awarding a construction contract.
- providing construction inspection.
- paying all expenses up front and then applying to the NYSDOT for reimbursement of the Federal and State shares as outlined in the project agreement. Any expenses incurred before receipt of an authorization to proceed from the LPU for the appropriate project phase are not eligible for reimbursement.

The NYSDOT Region 8 Local Projects Unit will be responsible for:

- providing guidance, monitoring for compliance with all applicable federal and state requirements

Project Location Map Attached.

IPP PREPARER: Dania Anziani

DATE: 03/30/2017

Hurley Avenue Paving and Complete Streets Project City of Kingston, Ulster County



Key:
--- Project Area

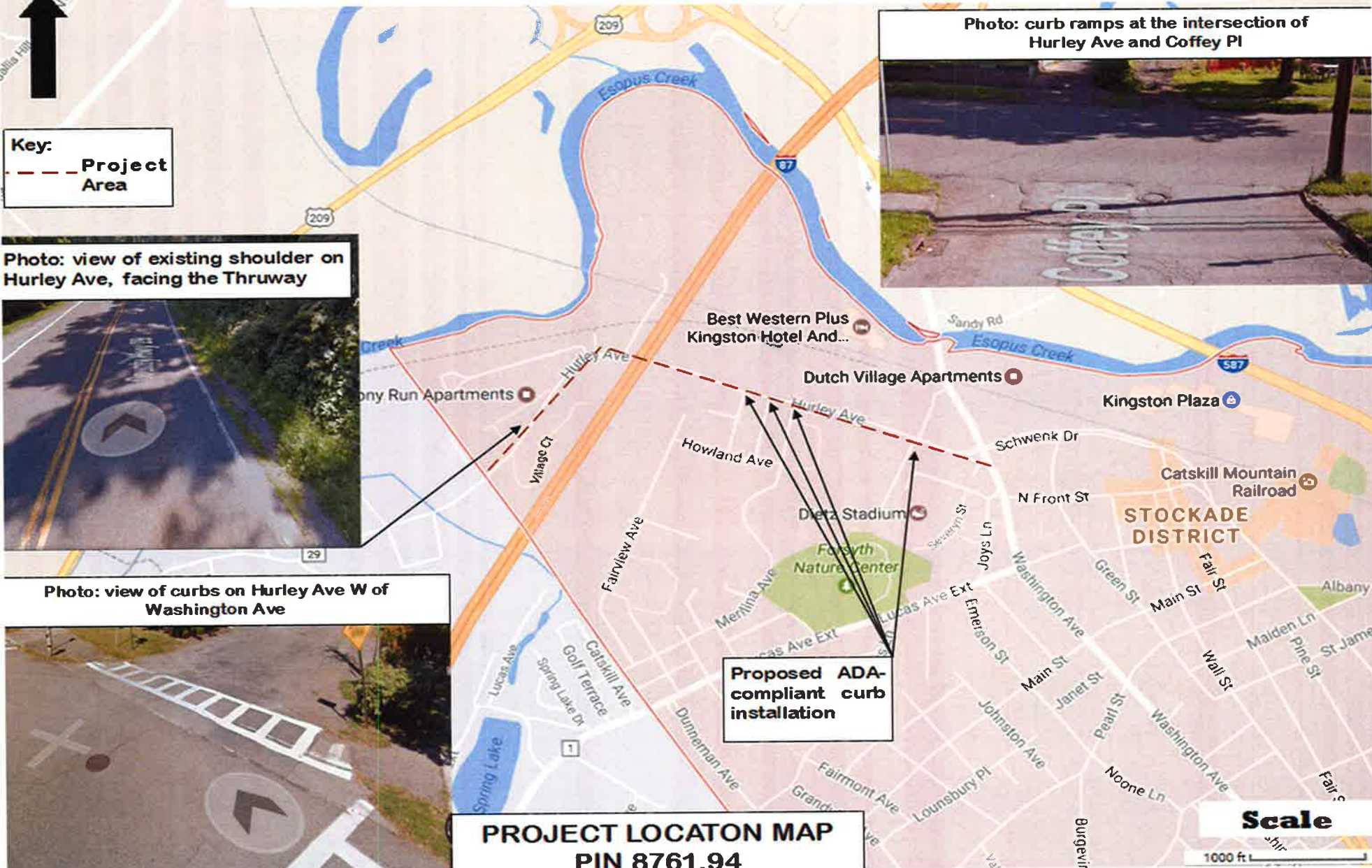
Photo: view of existing shoulder on Hurley Ave, facing the Thruway



Photo: view of curbs on Hurley Ave W of Washington Ave



Photo: curb ramps at the intersection of Hurley Ave and Coffey Pl



**PROJECT LOCATION MAP
PIN 8761.94**

Scale

1000 ft

Smart Growth Screening Tool

PIN 8761.94

Prepared By: Dania Anziani

Smart Growth Screening Tool (STEP 1)

NYSDOT & Local Sponsors – Fill out the Smart Growth Screening Tool until the directions indicate to **STOP** for the project type under consideration. For all other projects, complete answering the questions. For any questions, refer to [Smart Growth Guidance](#) document.

Title of Proposed Project: Hurley Avenue Paving and Complete Streets Project

Location of Project: City of Kingston, Ulster County

Brief Description: The project will install 16-ADA accessible curb ramps along sidewalks that travel over cross streets along Hurley Avenue. From Washington Ave. to the Thruway overpass, through the design process the City will determine the feasibility of installing a bike lane. From the Thruway overpass to the City line, the shoulder will be widened to improve safety for bicyclists. The construction of the pavement treatment will include milling 2.5" of existing asphalt, and then pave 1.0" of leveling, and finally pave 1.5" top course. Yellow center lines and fog lines will be striped to more clearly define the lanes of travel.

A. Infrastructure:

Addresses SG Law criterion a. –

(To advance projects for the use, maintenance or improvement of existing infrastructure)

1. Does this project use, maintain, or improve existing infrastructure?

Yes ☒

No ☐

N/A ☐

Explain: (use this space to expand on your answers above – the form has no limitations on the length of your narrative)

The purpose of the project is system renewal utilizing mill and fill of flexible pavement. The project will improve existing infrastructure and make a safer multi-user-friendly pathway through the neighborhood and on a main access route to the elementary and middle schools a few blocks from this street.

Maintenance Projects Only

Smart Growth Screening Tool

- a. Continue with screening tool for the four (4) types of maintenance projects listed below, as defined in **NYSDOT PDM Exhibit 7-1 and described in 7-4:**
<https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>
- Shoulder rehabilitation and/or repair;
 - Upgrade sign(s) and/or traffic signals;
 - Park & ride lot rehabilitation;
 - 1R projects that include single course surfacing (inlay or overlay), per Chapter 7 of the NYSDOT Highway Design Manual.
- b. For all other maintenance projects, **STOP here**. Attach this document to the programmatic [Smart Growth Impact Statement](#) and signed [Attestation](#) for Maintenance projects.

For all other projects (**other than maintenance**), continue with screening tool.

B. Sustainability:

NYSDOT defines Sustainability as follows: A sustainable society manages resources in a way that fulfills the community/social, economic and environmental needs of the present without compromising the needs and opportunities of future generations. A transportation system that supports a sustainable society is one that:

- Allows individual and societal transportation needs to be met in a manner consistent with human and ecosystem health and with equity within and between generations.
- Is safe, affordable, and accessible, operates efficiently, offers choice of transport mode, and supports a vibrant economy.
- Protects and preserves the environment by limiting transportation emissions and wastes, minimizes the consumption of resources and enhances the existing environment as practicable.

For more information on the Department's Sustainability strategy, refer to Appendix 1 of the Smart Growth Guidance and the NYSDOT web site, www.dot.ny.gov/programs/greenlites/sustainability

(Addresses SG Law criterion j : to promote sustainability by strengthening existing and creating new communities which reduce greenhouse gas emissions and do not compromise the needs of future generations, by among other means encouraging broad based public involvement in developing and implementing a community plan and ensuring the governance structure is adequate to sustain and implement.)

1. Will this project promote sustainability by strengthening existing communities?

Yes ☒ No ☐ N/A ☐

2. Will the project reduce greenhouse gas emissions?

Yes ☒ No ☐ N/A ☐

Explain: (use this space to expand on your answers above)

Smart Growth Screening Tool

The project enhances safety via smooth driving surfaces, clearly marked travel lanes and improved accessibility for all travel users - motorized and non-motorized. It will strengthen an existing community and reduce energy consumption and emissions through a more efficient road condition. It is aligned with Kingston's publically endorsed and municipally approved Comprehensive Plan's recommendations and is consistent with NYSDOT's GreenLITES recommendations for converting area roadways to complete streets to create walkable and bikeable communities and providing more safe, reliable and affordable transportation choices.

C. Smart Growth Location:

Plans and investments should preserve our communities by promoting its distinct identity through a local vision created by its citizens.

(Addresses SG Law criteria b and c: to advance projects located in municipal centers; to advance projects in developed areas or areas designated for concentrated infill development in a municipally approved comprehensive land use plan, local waterfront revitalization plan and/or brownfield opportunity area plan.)

1. Is this project located in a developed area?

Yes ☒ No ☐ N/A ☐

2. Is the project located in a municipal center?

Yes ☐ No ☒ N/A ☐

3. Will this project foster downtown revitalization?

Yes ☐ No ☒ N/A ☐

4. Is this project located in an area designated for concentrated infill development in a municipally approved comprehensive land use plan, waterfront revitalization plan, or Brownfield Opportunity Area plan?

Yes ☐ No ☒ N/A ☐

Explain: (use this space to expand on your answers above)

This project is located in an existing developed area adjacent to the municipal center. Hurley Avenue is a minor arterial connecting Kingston to Hurley and is serviced by the City's public bus system. It serves the Kingston City School District and major residential housing development.

Smart Growth Screening Tool

D. Mixed Use Compact Development:

Future planning and development should assure the availability of a range of choices in housing and affordability, employment, education transportation and other essential services to encourage a jobs/housing balance and vibrant community-based workforce.

(Addresses SG Law criteria e and i: to foster mixed land uses and compact development, downtown revitalization, brownfield redevelopment, the enhancement of beauty in public spaces, the diversity and affordability of housing in proximity to places of employment, recreation and commercial development and the integration of all income groups; to ensure predictability in building and land use codes.)

1. Will this project foster mixed land uses?

Yes ☐ No ☒ N/A ☐

2. Will the project foster brownfield redevelopment?

Yes ☐ No ☒ N/A ☐

3. Will this project foster enhancement of beauty in public spaces?

Yes ☒ No ☐ N/A ☐

4. Will the project foster a diversity of housing in proximity to places of employment and/or recreation?

Yes ☒ No ☐ N/A ☐

5. Will the project foster a diversity of housing in proximity to places of commercial development and/or compact development?

Yes ☒ No ☐ N/A ☐

6. Will this project foster integration of all income groups and/or age groups?

Yes ☒ No ☐ N/A ☐

7. Will the project ensure predictability in land use codes?

Yes ☐ No ☒ N/A ☐

8. Will the project ensure predictability in building codes?

Yes ☐ No ☒ N/A ☐

Explain: (use this space to expand on your answers above)

The project is located in an developed area that is comprised of mixed-use properties, residential and commercial properties of residents, owners and employees of various ages, ethnicities and incomes and will support continued safe and effective use for these same users and maintain a connection to the rest of the city.

Smart Growth Screening Tool

E. Transportation and Access:

NYSDOT recognizes that Smart Growth encourages communities to offer a wide range of transportation options, from walking and biking to transit and automobiles, which increase people's access to jobs, goods, services, and recreation.

(Addresses SG Law criterion f: to provide mobility through transportation choices including improved public transportation and reduced automobile dependency.)

1. Will this project provide public transit?

Yes ☐ No ☒ N/A ☐

2. Will this project enable reduced automobile dependency?

Yes ☒ No ☐ N/A ☐

3. Will this project improve bicycle and pedestrian facilities (such as shoulder widening to provide for on-road bike lanes, lane striping, crosswalks, new or expanded sidewalks or new/improved pedestrian signals)?

Yes ☒ No ☐ N/A ☐

(Note: Question 3 is an expansion on question 2. The recently passed Complete Streets legislation requires that consideration be given to complete street design features in the planning, design, construction, reconstruction and rehabilitation, but not including resurfacing, maintenance, or pavement recycling of such projects.)

Explain: (use this space to expand on your answers above)

The project is aligned with Kingston's Comprehensive Plan and NYSDOT's GreenLITES initiative. The improved surface quality, potential addition of a bike lane, shoulder widening and improved accessibility will attract bicycle and pedestrian use thereby reducing the dependence on motorized transportation and thereby reducing greenhouse gas emissions.

F. Coordinated, Community-Based Planning:

Past experience has shown that early and continuing input in the transportation planning process leads to better decisions and more effective use of limited resources. For information on community based planning efforts, the MPO may be a good resource if the project is located within the MPO planning area.

(Addresses SG Law criteria g and h: to coordinate between state and local government and inter-municipal and regional planning; to participate in community based planning and collaboration.)

Smart Growth Screening Tool

1. Has there been participation in community-based planning and collaboration on the project?

Yes ☒ No ☐ N/A ☐

2. Is the project consistent with local plans?

Yes ☒ No ☐ N/A ☐

3. Is the project consistent with county, regional, and state plans?

Yes ☒ No ☐ N/A ☐

4. Has there been coordination between inter-municipal/regional planning and state planning on the project?

Yes ☒ No ☐ N/A ☐

Explain: (use this space to expand on your answers above)

This project has competed for funding through review processes by local and regional planning entities with opportunities for significant public input. It also is in line with the goals of the Kingston Comprehensive Plan and City and County Complete Streets policies.

G. Stewardship of Natural and Cultural Resources:

Clean water, clean air and natural open land are essential elements of public health and quality of life for New York State residents, visitors, and future generations. Restoring and protecting natural assets, and open space, promoting energy efficiency, and green building, should be incorporated into all land use and infrastructure planning decisions.

(Addresses SG Law criterion d :To protect, preserve and enhance the State's resources, including agricultural land, forests surface and ground water, air quality, recreation and open space, scenic areas and significant historic and archeological resources.)

1. Will the project protect, preserve, and/or enhance agricultural land and/or forests?

Yes ☐ No ☒ N/A ☐

2. Will the project protect, preserve, and/or enhance surface water and/or groundwater?

Yes ☐ No ☒ N/A ☐

3. Will the project protect, preserve, and/or enhance air quality?

Yes ☒ No ☐ N/A ☐

4. Will the project protect, preserve, and/or enhance recreation and/or open space?

Yes ☒ No ☐ N/A ☐

Smart Growth Screening Tool

5. Will the project protect, preserve, and/or enhance scenic areas?

Yes ☒

No ☐

N/A ☐

6. Will the project protect, preserve, and/or enhance historic and/or archeological resources?

Yes ☐

No ☒

N/A ☐

Explain: (use this space to expand on your answers above)

This project will enhance air quality by means of improving the transportation efficiency of vehicle transport and the expansion of safe, non-motorized transportation opportunities. It will enhance recreation and access to open space for bicyclists as this road is a major route for recreational bicyclists to get out of Kingston and onto country roads.

Smart Growth Screening Tool

Smart Growth Impact Statement (STEP 2)

NYSDOT: Complete a Smart Growth Impact Statement (SGIS) below using the information from the Screening Tool.

Local Sponsors: The local sponsors are **not** responsible for completing a Smart Growth Impact Statement. Proceed to **Step 3**.

Smart Growth Impact Statement

PIN:

Project Name:

Pursuant to ECL Article 6, this project is compliant with the New York State Smart Growth Public Infrastructure Policy Act. This project has been determined to meet the relevant criteria, to the extent practicable, described in ECL Sec. 6-0107. Specifically, the project:

- ➡
- ➡
- ➡
- ➡
- ➡
- ➡

This publically supported infrastructure project complies with the state policy of maximizing the social, economic and environmental benefits from public infrastructure development. The project will not contribute to the unnecessary costs of sprawl development, including environmental degradation, disinvestment in urban and suburban communities, or loss of open space induced by sprawl.

Smart Growth Screening Tool

Review & Attestation Instructions (STEP 3)

Local Sponsors: Once the Smart Growth Screening Tool is completed, the next step is to submit the project certification statement (**Section A**) to Responsible Local Official for signature. After signing the document, the completed Screening Tool and Certification statement should be sent to NYSDOT for review as noted below.

NYSDOT: For state-let projects, the Screening Tool and SGIS is forwarded to Regional Director/ RPPM/Main Office Program Director or designee for review, and upon approval, the attestation is signed (**Section B.2**). For locally administered projects, the sponsor's submission and certification statement is reviewed by NYSDOT staff, the appropriate box (**Section B.1**) is checked, and the attestation is signed (Section B.2).

A. CERTIFICATION (LOCAL PROJECT)

I HEREBY CERTIFY, to the best of my knowledge, all of the above to be true and correct.

Preparer of this document:



Signature

June 12, 2017
June 12, 2017
Date

City Engineer and Grants Manager
Title

Ralph Swenson and Kristen Wilson
Printed Name

Responsible Local Official (for local projects):



Signature

6/13/17
Date

Mayor
Title

Steven T. Noble
Printed Name

Smart Growth Screening Tool

B. ATTESTATION (NYSDOT)

1. I HEREBY:

- ☐ Concur with the above certification, thereby attesting that this project is in compliance with the State Smart Growth Public Infrastructure Policy Act
- ☐ Concur with the above certification, with the following conditions (information requests, confirming studies, project modifications, etc.):

(Attach additional sheets as needed)

- ☐ do not concur with the above certification, thereby deeming this project ineligible to be a recipient of State funding or a subrecipient of Federal funding in accordance with the State Smart Growth Public Infrastructure Policy Act.

2. **NOW THEREFORE**, pursuant to ECL Article 6, this project is compliant with the New York State Smart Growth Public Infrastructure Policy Act, to the extent practicable, as described in the attached Smart Growth Impact Statement.

NYSDOT Commissioner, Regional Director, MO Program Director,
Regional Planning & Programming Manager (or official designee):

Signature

Date

Title

Printed Name

Federal-Aid Local Project Agreement

COMPTROLLER'S CONTRACT NO _____

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at
50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and,

City of Kingston (the "Municipality/Sponsor")
acting by and through the **Mayor**
with its office at 420 Broadway, Kingston NY 12401

This Agreement covers eligible costs incurred on or after _____

This Agreement identifies the party responsible for administration, and establishes the method or provision for funding, of applicable phases of a Federal-aid project for the improvement of a street or highway not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal-aid project shall be identified for the purposes of this Agreement as **PIN 8761.94 Hurley Avenue Paving and Complete Streets, City of Kingston, Ulster County** (as more specifically described in such Schedule A, the "Project").

W I T N E S S E T H:

WHEREAS, the United States has provided for the apportionment of Federal-aid funds to the State for the purpose of carrying out Federal-aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal-aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal-aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State established the "Marchiselli" Program, that provides certain State aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, projects eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal-aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, the Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the _____ of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal Aid Local Project Agreement";
- Schedule "A" - Description of Project phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - Standard Clauses for New York State Contracts
- Appendix "A-1" – Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" – U.S. government Required Clauses
- Municipal/Sponsor Resolution(s) – duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore.

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A (attached) or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual (available through NYSDOT's web site at: <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered by NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipal/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will make reimbursements periodically upon request and certification by the Sponsor. The frequency of billing must be in conformance with that stipulated in the *NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments)*. NYSDOT recommends that bills not be submitted more frequently than monthly for a typical project. In all cases, bills must be submitted at least once every six months.

4.1. *Federal Aid.* NYSDOT will administer Federal funds for the benefit of the Municipality /Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal-aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal-aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. code, as amended, that requires Federal-aid-eligible projects to be on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects that can be off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2. *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality/Sponsor of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth in Schedule A. Not all Federal-aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid Project costs must: (a) be eligible for Federal participation as described under 4.1; (b) be for work which, when completed, has a certifiable service life of at least 10 years; and (c) be for a work type that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing off the State Highway System.

4.3. In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A for the Federal Share or;
- (b) the amount stated in Schedule A as the State (Marchiselli) share or the amount stated in the Comprehensive List, whichever is lower.

4.4. All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5. If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipal/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreement or Supplemental Schedule A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal Aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organization and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance Agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYS administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement, provided any necessary Federal or State appropriations or other funding authorizations therefore, are eventually enacted.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds.

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement, the "Procedures for Locally Administered Federal Aid Projects" manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

17.1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) Via certified or registered United States mail, return receipt requested;
- (b) By facsimile transmission;
- (c) By personal delivery;
- (d) By expedited delivery service; or
- (e) By e-mail.

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

New York State Department of Transportation (NYSDOT)

Name: Doreen Holsopple
Title: Acting Projects Manager
Address: Eleanor Roosevelt State Building
4 Burnett Boulevard, Poughkeepsie, NY 12603
Telephone Number: 845-431-5788
Facsimile Number: 845-431-5988
E-Mail Address: doreen.holsopple@dot.ny.gov

(Municipality/Sponsor): City of Kingston
Name: Steve Noble
Title: Mayor
Address: 420 Broadway, Kingston NY 12401
Telephone Number: (914) 591-4358
Facsimile Number: (914) 591-4072
E-Mail Address: mayor@kingston-ny.gov

17.2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice

under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website. The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, State and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), *External Programs*; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements there under related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State *Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

20. *Compliance with Procedural Requirements* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual, which, as such, may be amended from time to time. Locally administered Federal-aid transportation projects must be constructed in accordance with the current version of *NYSDOT Standard Specifications; Construction and Materials*, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis.)

A. Summary of <u>allocated</u> MARCHISELLI Program Costs FOR ALL PHASES <i>For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.</i>							
PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8761.94.121	Current	STP	\$25,000.00	\$20,000.00	\$0.00	\$5,000.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
8761.94.221	Current	STP	\$1,000.00	\$800.00	\$0.00	\$200.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$26,000.00	\$20,800.00	\$ 0.00	\$5,200.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$20,800.00	\$ 0.00	\$ 0.00	\$5,200.00	\$26,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Doreen Holsopple</u> Phone No: <u>845-431-5977</u>	44
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NYSDOT/State-Local Agreement – Schedule A**Footnotes:** (See LPB's website for link to sample footnotes)

- Project Description Cont'd: The project will install 16-ADA accessible curb ramps along sidewalks that travel over cross streets along Hurley Avenue. From Washington Ave. to the Thruway overpass, through the design process the City will determine the feasibility of installing a bike lane. From the Thruway overpass to the City line, the shoulder will be widened to improve safety for bicyclists. The construction of the pavement treatment will include milling 2.5" of existing asphalt, and then pave 1.0" of leveling, and finally pave 1.5" top course. Yellow center lines and fog lines will be striped to more clearly define the lanes of travel.
- At this time the non-federal share of Project costs identified for federal aid funding in this agreement is to be provided entirely by the Municipality. No subsidy or reimbursement of any portion of that local match is provided by New York State Marchiselli Program or this contract at this time. Furthermore, this Agreement does not assure that any Marchiselli aid for the Project or phase hereunder will be authorized or available in the future. If the Project (and the phase of work) is eligible for State aid under the Marchiselli Program, and such aid is duly requested by the Municipality, NYSDOT may (subject to budgetary requirements) submit an appropriate request for Marchiselli funding authorization by the Legislature. If Legislative authorization for such funding is received, NYSDOT and the Municipality may enter a supplemental agreement providing such Marchiselli aid. Only then would Marchiselli aid be available to the affected Project and phase
- This Schedule A includes the preliminary engineering and right of way incidental phases.
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- PIN 8761.94 06/23/17da

SCHEDULE B: Phases, Sub-phases/Tasks, and Allocation of Responsibility

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Instructions: Identify the responsibility for *each applicable Sub-phase task* by entering an "X" in either the NYSDOT column to allocate the task to State labor forces or a State Contract, or enter an "X" in the Sponsor column indicating non-State labor forces or a locally administered contract.

PHASE/SUB-PHASE/TASK	Responsibility	
	NYSDOT	Sponsor
<u>XX</u> A1. Preliminary Engineering ("PE") Phase		
1. <u>Scoping</u> : Prepare & distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.		X
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.		X
3. Smart Growth Attestation (NYSDOT ONLY).		
4. <u>Preliminary Design</u> : Prepare & distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.		X
5. Review & Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	X	XX
6. Obtain aerial photography and photogrammetric mapping.		X
7. Perform all surveys for mapping and design.		X
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the <i>Highway Design Manual</i> , including all Highway Design, including pavement evaluations, taking and analyzing cores; design of pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.		X
9. Perform landscape design (including erosion control).		X
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need for cultural resources survey.		X
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance separate, any portions of the project which may be more appropriately progressed separately and independently.		X
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.		X

PHASE/SUB-PHASE/TASK	Responsibility	
	NYSDOT	Sponsor
13. Conduct any required soils and other geological investigations.		X
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocation plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.		X
15. Determine the need and apply for any required permits, including U. S. Coast Guard, U. S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.		X
16. Prepare and execute any required agreements, including: – Railroad force account – Maintenance agreements for sidewalks, lighting, signals, betterments. – Betterment Agreements – Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities.		X
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT	X	XX
18. The American recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/ Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).		N/A
19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.		N/A
XXX A2. Right-of-Way (ROW) Incidentals		
1. Prepare ARM or other mapping, showing preliminary taking lines.		X
2. Right-of-Way (ROW) mapping and any necessary right-of-way relocation plans.		X
3. Obtain abstracts of title and certify those having an interest in right-of-way to be acquired.		X
4. Secure Appraisals.		X
5. Perform Appraisal Review and establish an amount representing just compensation.		X
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including a de minimus determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.		X

PHASE/SUB-PHASE/TASK	Responsibility	
	NYSDOT	Sponsor
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.		X
8. The American recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/ Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).		N/A
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.		X
XXXX B. Right of Way (ROW) Acquisition		
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.		X
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.		X
3. Conduct eminent domain proceedings, court, and any other legal actions required to acquire properties.		X
4. Monitor all ROW Acquisition work and activities, including review and processing of payments to property owners.		X
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.		X
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.		X
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.		X
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).		N/A

PHASE/SUB-PHASE/TASK	Responsibility	
	NYSDOT	Sponsor
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.		X
XX C. Construction (C), Construction Support (C/S) and Construction Inspection (C/I) Phase		
1. Advertise contract lettings and distribute contract documents to prospective bidders.		X
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).		XX
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.		X
4. Compile and submit Contract Award Documentation Package.		X
5. Review/approve any proposed subcontractors, vendors, or suppliers.		X
6. Conduct & control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records & files, including all diaries & logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies & labor for the performance of the work on the project, & insure that the proper materials, equipment, human resources, methods and procedures are used.		X
7(a). For non-NHS or State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions. 7(b) For NHS or State highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project. 7(c) For projects that fall under both 7a and 7b above, check boxes for each.	Inspection by NYSDOT	X Contractual reqs. of contractor and subs.
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.		X
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.		X

PHASE/SUB-PHASE/TASK	Responsibility	
	NYSDOT	Sponsor
10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).		X
11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.		X
12. Review and approve all shop drawings, fabrications details, and other details of structural work.		X
13. Administer all construction contract claims, disputes or litigation.		X
14. Perform final inspection of the completed work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.	X	XX
15. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.	X	X

xx= Lead in task.
Schedule B Dec/2011

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor

understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years

thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section

312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract;

or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under th...

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health,

and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person

fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA 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 supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. 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.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215	Highway Training and Education
20.219	Recreational Trails Program
20.XXX	Highway Planning and Construction - Highways for LIFE;
20.XXX	Surface Transportation Research and Development;
20.500	Federal Transit-Capital Investment Grants
20.505	Federal Transit-Metropolitan Planning Grants
20.507	Federal Transit-Formula Grants
20.509	Formula Grants for Other Than Urbanized Areas
20.600	State and Community Highway Safety
23.003	Appalachian Development Highway System
23.008	Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER:

Authorizing the implementation, and funding in the first instance 100% of the federal-aid [[[and State "Marchiselli" Program-aid]]] eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the Hurley Avenue Paving and Complete Streets, City of Kingston, Kingston City, PIN 8761.94 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the City of Kingston desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right of way incidentals.

NOW, THEREFORE, the Kingston City Council, duly convened does hereby

RESOLVE, that the Kingston City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Kingston City Council hereby authorizes the City of Kingston to pay in the first instance 100% of the federal and non-federal share of the cost of preliminary engineering and right of way incidental work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$26,000 is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the City of Kingston shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Mayor thereof, and it is further

RESOLVED, that the Mayor be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Kingston with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)
) SS:
COUNTY OF ULSTER)

I, _____, Clerk of the New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the _____, New York, this _____ day of _____, 2017.

Clerk,

City of Kingston



Andrew Zweben
Corporation Counsel

*City Hall
420 Broadway
Kingston, New York 12401*

*Telephone (845) 331-0080
Extension 3947*

Daniel Gartenstein
Assistant Corporation Counsel

Office of the Corporation Counsel

Fax (845) 334-3959

TO: Ralph Swenson, City Engineer
FROM: Andrew P. Zweben, Corporation Counsel
DATE: July 14, 2015
RE: Apprenticeship Policy

It is the City of Kingston's policy that contractors and subcontractors entering into contracts with the City of Kingston to perform work must have an approved Apprenticeship Program pursuant to NYS Labor Law Section 816-b at the time they bid for the work and/or respond to an RFP.

The Agreement should be appropriate for the type and scope of work to be performed, and the individual(s) should be registered and approved by the Commissioner of Labor pursuant to the requirements in Section 816-b of the Labor Law.

The Agreement should contain:

1. A statement of the trade to be taught and the required hours for completion of apprenticeship, which shall not be less than four thousand hours of reasonably continuous employment.
2. A statement that the apprentices shall be not less than sixteen years of age.
3. Provision that apprentices shall be selected on the basis of qualifications alone, without specification or discrimination as to race, creed, color, age, sex or national origin.
4. A statement of the wages to be paid to the apprentice.
5. A provision that if an employer is unable to fulfill his obligation under the apprenticeship agreement he may transfer such obligation to another employer.
6. Any other provisions that the employer deems relevant and necessary for said apprenticeship agreement.

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, RECOMMENDING APPROVAL FOR ADOPTING THE REQUIREMENT THAT CONTRACTORS AND SUBCONTRACTORS ON CONSTRUCTION CONTRACTS HAVE APPROVED APPRENTICESHIP AGREEMENTS PURSUANT TO NYS LABOR LAW §816-b.

Sponsored By: Laws & Rules/Cable Committee: Aldermen: Senor, Brown, Ball, Mills, Dunn

WHEREAS, New York State Labor Law §816-b permits municipalities to require contractors and subcontractors on construction contracts to have approved apprenticeship agreements for contracts exceeding a set limit; and

WHEREAS, in 2004 the City of Kingston adopted the requirement that contractors and subcontractors on construction contracts over \$1,000,000 have approved apprenticeship agreements pursuant to NYS Labor Law §816-b; and

WHEREAS, it is in the best interests of the City to lower the contract price limit for the purpose of making significant savings for development and infrastructure repair projects throughout the City.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION-1. That the City of Kingston hereby adopts the requirement that contractors and subcontractors on construction contracts over \$100,000 have approved apprenticeship agreements pursuant to NYS Labor Law §816-b.

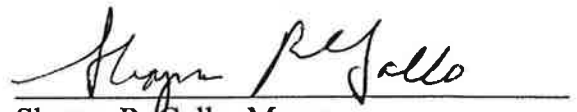
SECTION-2. This resolution shall take effect immediately.

Submitted to the Mayor this 3rd day of

October, 2012

Carly Williams, City Clerk

Approved by the Mayor this 3rd day of
October, 2012


Shayne R. Gallo, Mayor

Adopted by Council on October 2, 2012.

Labor

§ 815. Suggested standards for apprenticeship agreements. Suggested standards for apprenticeship agreements are as follows:

1. A statement of the trade or craft to be taught and the required hours for completion of apprenticeship which shall be not less than four thousand hours of reasonably continuous employment.

2. A statement of the processes in the trade or craft divisions in which the apprentice is to be taught and the approximate amount of time to be spent at each process.

3. A statement of the number of hours to be spent by the apprentice in work and the number of hours to be spent in related and supplemental instruction which instruction shall be not less than one hundred forty-four hours per year when available, such availability to be determined by the commissioner of education.

4. A statement that apprentices shall be not less than sixteen years of age.

5. Provision that apprentices shall be selected on the basis of qualifications alone, as determined by objective criteria which permit review, and without any direct or indirect limitation, specification or discrimination as to race, creed, color, age, sex or national origin.

6. A statement of the progressively increasing scale of wages to be paid the apprentice.

7. Provision for a period of probation during which the industrial commissioner shall be directed to terminate an apprenticeship agreement at the request in writing of any party thereto. After the probationary period the industrial commissioner shall be empowered to terminate the registration of an apprentice upon agreement of the parties.

8. Provision that the services of the industrial commissioner may be utilized for consultation regarding the settlement of differences arising out of the apprenticeship agreement where such differences cannot be adjusted locally or in accordance with the established trade procedure.

9. Provision that if an employer is unable to fulfill his obligation under the apprenticeship agreement he may transfer such obligation to another employer.

10. Such additional standards as may be prescribed in accordance with the provisions of this article.

Labor

§ 816-b. Apprenticeship participation on construction contracts. 1. For purposes of this section:

(a) "governmental entity" shall mean the state, any state agency, as that term is defined in section two-a of the state finance law, municipal corporation, commission appointed pursuant to law, school district, district corporation, board of education, board of cooperative educational services, soil conservation district, and public benefit corporation; and

(b) "construction contract" shall mean any contract to which a governmental entity may be a direct or indirect party which involves the design, construction, reconstruction, improvement, rehabilitation, maintenance, repair, furnishing, equipping of or otherwise providing for any building, facility or physical structure of any kind.

2. Notwithstanding any other provision of this article, of section one hundred three of the general municipal law, of section one hundred thirty-five of the state finance law, of section one hundred fifty-one of the public housing law, or of any other general, special or local law or administrative code, in entering into any construction contract, a governmental entity which is to be a direct or indirect party to such contract may require that any contractors and subcontractors have, prior to entering into such contract, apprenticeship agreements appropriate for the type and scope of work to be performed, that have been registered with, and approved by, the commissioner pursuant to the requirements found in this article. Whenever utilizing this requirement, the governmental entity may, in addition to whatever considerations are required by law, consider the degree to which career opportunities in apprenticeship training programs approved by the commissioner may be provided.

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, RECOMMENDING APPROVAL FOR ADOPTING THE REQUIREMENT THAT CONTRACTORS AND SUBCONTRACTORS ON CONSTRUCTION CONTRACTS HAVE APPROVED APPRENTICESHIP AGREEMENTS, PURSUANT TO NYS LABOR LAW §816-b.

Sponsored By: Finance/Economic Development Committee: Alderman Martino, Madsen, Primo-Gilbert, Brown

WHEREAS, New York State Labor Law §816-b permits municipalities to require contractors and subcontractors on construction contracts to have approved apprenticeship agreements for contracts exceeding a set limit; and

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

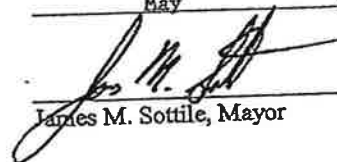
SECTION-1. That the City of Kingston hereby adopts the requirement that contractors and subcontractors on construction contracts over \$1,000,000 have approved apprenticeship agreements pursuant to NYS Labor Law §816-b.

SECTION-2. This resolution shall take effect immediately.

Submitted to the Mayor this 10 day of
May, 2004

Approved by the Mayor this 10th day of
May, 2004


Kathy Janeczek, City Clerk


James M. Sottile, Mayor

Adopted by Council on May 4, 2004.

TO BE SUBMITTED WITH BID PROPOSAL
STATEMENT OF CONTRACTOR'S APPRENTICESHIP PROGRAM COMPLIANCE

This statement must be submitted by the Contractor with his proposal. All questions must be answered and the data given must be clear and comprehensive.

1. Name of Bidder _____

2. Phone Number _____

3. Permanent main office address _____

4. When organized or began business _____

5. If a corporation, where incorporated _____

6. How many years have you been engaged in the contracting business under your present firm name? _____

7. Have you ever failed to complete any work awarded to you? _____

8. Please list the Trades expected to be represented on the jobsite under this proposed contract.

9. The undersigned hereby affirms that he/she understands the requirements set forth under Resolution 179 of 2012 wherein the City of Kingston adopts the requirement that contractors and subcontractors on construction contracts exceeding \$100,000 have approved apprenticeship agreements pursuant to NYS Labor Law Section 816-b, and shall comply fully.

Dated at _____ this _____ day of _____, 20____.

Name of CONTRACTOR

BY / TITLE

CITY OF KINGSTON
Office of the City Engineer
rswenson@kingston-ny.gov

Ralph E. Swenson, P.E., City Engineer



Steven T. Noble, Mayor

July 5, 2017

Mr. James L. Noble, Jr.
Alderman-At-Large
President of the Common Council
420 Broadway
Kingston, NY 12401

Re: Apprenticeship Program Requirement
Split Categories – General Construction / Building Trades

Dear President Noble,

Over the past several years during the administration of construction projects at or near the minimum threshold of the construction contract value of \$100,000 as stated in Resolution 179 of 2012, participation by qualified contractors, those that have/participate in approved apprenticeship agreements in compliance with New York State Labor Law Section 816-b, has been limited, in particular within the Building Trades (roofing / framing), hindering local contractor participation in construction contracts bid by the City of Kingston. In the interest of broadening local construction contractor participation in City of Kingston Construction Projects, I request that the Kingston Common Council reconsider the limits at which apprenticeship agreements are required, creating a second category separate from that governing General Construction, covering Building Trades only, with a separate threshold of \$300,000.

For your reference, attached is documentation that includes:

- Resolution #120 of 2004;
- Resolution #179 of 2012; and
- Apprenticeship Policy Statement by Andrew Zweben, Corporation Counsel dated July 14, 2015

Please refer this item to the appropriate Committee for further discussion.

Should you have any questions concerning this request, do not hesitate to contact me.

Should you have any questions, do not hesitate to contact me.

Respectfully,

Ralph Swenson
City Engineer

Cc: Steven T. Noble, Mayor
Kevin Bryant, Corporation Counsel
Douglas Koop, Chair, Kingston Common Council Finance Committee

CITY OF KINGSTON
Office of the City Engineer
rswenson@kingston-ny.gov

Ralph E. Swenson, P.E., City Engineer



Steven T. Noble, Mayor

July 5, 2017

Mr. James L. Noble, Jr.
Alderman-At-Large
President of the Common Council
Kingston City Hall
420 Broadway
Kingston, New York 12401

RE: FEMA - Restore Kingston WWTP - #3972704
NYSDEC Water Quality Improvement Program – Wastewater Treatment Plant Upgrades

Dear President Noble:

On Wednesday, June 7, 2017 Advertisement for Bids was published for the FEMA work related to the damage inflicted upon our WWTP as a result of Super Storm Sandy, including work that will mitigate damage due to future flooding events, and upgrades to our emergency power system. Bids are due by 2PM on July 13, 2017.

Costs for the FEMA work are estimated to be \$3,015,297.00; costs for the emergency power upgrades are estimated to be \$830,000.00; for a total estimated construction cost of \$3,845,297.00.

I request bonding authorization for the appropriate construction amount based upon bids received. I also request authorization to award the construction contract to the lowest responsible bidder based upon recommendations received from our Consultant. I also request that the Mayor be authorized to sign and administer all contracts and agreements associated with the work.

Please forward this communication to the next regularly scheduled Finance Committee for further discussion.

Should you have any questions, do not hesitate to contact me.

Respectfully,

Ralph Swenson
City Engineer

Cc: Steven T. Noble, Mayor
John Tuey, Comptroller
Douglas Koop, Chair, Finance Committee

LEGAL NOTICES

**CITY OF KINGSTON
KINGSTON,
NEW YORK
RESTORATION OF
THE KINGSTON
WASTEWATER
TREATMENT PLANT &
GENERATOR
REPLACEMENT
PROJECT
CONTRACT NO.'S 1G,
1E AND 1H**

**ADVERTISEMENT
FOR BIDS**

Sealed Bids for the construction of the Restoration of the Kingston Wastewater Treatment Plant and Generator Replacement Project will be received by the City of Kingston, 420 Broadway, Kingston, New York 12401, at the Engineering Department, until 2:00 p.m. local time on July 13, 2017, at which time the Bids received will be publically opened and read. The Project consists of the construction of flood mitigation im-

LEGAL NOTICES

Bidding Documents may also be examined at 420 Broadway, Kingston, New York 12401, in the Engineering Department, on Mondays through Fridays between the hours of 9:00 am to 4:00 pm, local time; and the office of the Engineer, Arcadis of New York, Inc., 855 Route 146, Suite 210, Clifton Park, New York 12065, on Mondays through Fridays between the hours of 8:00 am and 5:00 pm, local time.

Bidders are required to comply with the prevailing wage rates as prescribed by the laws of the State of New York and funding requirements of the New York State Environmental Facilities Corporation (NYS EFC) including M/WBE requirements. Wage rates and M/WBE requirements are included in the Project Manual as required by

LEGAL NOTICES

Bid security shall be furnished in accordance with the Instructions to Bidders.

Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders.

The Contract Times will commence running as indicated in the General Conditions. Contract Times for completion and provisions on liquidated and special damages, if any, are indicated in the Agreement.

Owner: City of Kingston
By: Ralph Swenson,
P.E.
Title: City Engineer
Date: June 8, 2017

Engineer: Arcadis of
New York, Inc.
855 Route 146, Suite
210
Clifton Park, New York
12065

PA-02-NY-4085-PW-02506(1) _P	
Applicant Name:	Application Title:
KINGSTON	3972704 - Restore Kingston WWTP
Period of Performance Start:	Period of Performance End:
10-30-2012	04-30-2014

Bundle Reference # (Amendment #)	Date Awarded
PA-02-NY-4085-State-0116(116)	07-31-2013

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 90%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET				
DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA 4085 - DR -NY	3972704	111-39727-00	07-15-2013	F
APPLICANT: KINGSTON			WORK COMPLETE AS OF:	
			03-16-2016 : 0 %	
Site 1 of 9				
DAMAGED FACILITY:			COUNTY: Ulster	
Kingston WWTP - Headworks				
LOCATION:			LATITUDE:	LONGITUDE:
PA-02-NY-4085-PW-02506(0): HEADWORKS BACKGROUND: The Head House is part of the Head House System at the west end of the plant as indicated in the Navigation Exhibit attached to this PW. The purpose of this system is to remove trash, wood, and debris from the liquid waste stream entering the downstream treatment processes within the plant. Loss of the Headworks would result in accumulation of bulky debris in the primary settling tanks restricting the movement of the scraper mechanism and eventually resulting in plant shutdown. The elevation of assets within this system varies between floor level and up to 41 inches above finished floor (AFF). For additional information, refer to the Detailed Inspection and Damage Assessment attachment.			41.920281	-73.879257
Current Version: PA-02-NY-4085-PW-02506(1): *****Current Version (1)*****				
DAMAGE DESCRIPTION AND DIMENSIONS:				
PA-02-NY-4085-PW-02506(0): The Headworks system was impacted by flooding which reached 43" AFF in this structure. Sources of flooding included the door, as well as the window. The system was completely submerged and all assets were impacted.				
- In order to assess damage, the plant was organized into systems based on location and function. Impacted assets were inventoried according to their damage state, as follows: 5 – Asset destroyed - requires replacement, 4 – Asset damaged - asset may be repaired, 3 – Asset impacted - extent of damage unknown and further inspection required, 2 – Suspected impact - extent of damage unknown and further inspection required, 1 – Asset at risk - asset escaped impact due to emergency protective measures or will be impacted by a similar future event. A summary of the individual equipment damaged during the Disaster, and the condition of damage requiring replacement, repair or further inspection is provided in the table below. - CONDITION 5 – Destroyed Equipment; requires replacement: UV Lamps, Distribution Panel A, Electrical Outlet and Valve Actuator. - CONDITION 4 – Damaged Equipment; may be repaired: Boiler, Odor Control, Panel Board-ODPP1 and Odor Control Motor-OSC1. - CONDITION 3 – Impacted; further inspection required: Safety Switch. Current Version: PA-02-NY-4085-PW-02506(1): *****Current Version (1)***** NOTE: A DETAILED DDD & SOW appears as site/facility #9				
DAMAGE DESCRIPTION Site 1 of 9 – Headhouse				
BACKGROUND				
The Headhouse is located at the west end of the plant and is a small two story structure that houses two utility rooms on the first floor; and an influent screenings channel, conference room, and utility room on the second floor. The walls are constructed of double wythe brick with poured concrete floors and a flat precast concrete ceiling/roof. The purpose of this system is to remove trash, wood, and bulky debris from the process flow.				
The two utility rooms on the first floor of this building have a floor elevation of 5.0 feet above sea level. Both of these rooms were impacted by the flooding which reached an elevation of approximately nine feet above sea level both on the exterior and interior of the building. Sources of interior flooding included doors and windows. The Southern Utility Room measures 16 FT L X 16 FT 11 IN W X 8 FT H and contains electrical service panels which serve the Bar Screen Building, Vortex Grit Chamber, Odor Control Unit and Headhouse, and a hot water boiler to maintain space temperature in the Headhouse. The Northern Utility Room measures 23 FT 10 IN L X 16 FT 11 IN W X 10 FT H and is setup as a workroom and spare parts storage. The elevation of assets within this system was measured to be 41 inches above finished floor (AFF).				
A summary of the equipment impacted is listed below.				
• Ninety Four (94) Spare UV Lamps; • 208/120V, 100A Electrical Distribution Panel (ODPP1); • 240/120V, 400A Electrical Distribution Panel (Panel A); • 120 V Duplex Electrical Outlet; • Boiler; • Odor Control Unit (located outside of building); • 600A/600V Safety Switch for Odor Control Unit (located outside of building); • 480V – 120/240V 100KVA NEMA 3R Dry Type Transformer (located outside of building); and • Spare 4-inch Valve Actuator.				
SCOPE OF WORK:				
PA-02-NY-4085-PW-02506(0):				
WORK TO BE COMPLETED:				
- Extensive restoration is necessary throughout this System to restore the WWTP to pre-disaster condition. In addition to cleaning and recoating the structures, and replacing electrical wiring and contacts, the following equipment and appurtenance will need to be replaced, repaired or require further inspection. - Replace UV Lamps and Sleeves, Distribution Panel A, Electrical Outlet and Valve Actuator. - Repair Boiler, Odor Control, Panel Board-ODPP1 and Odor Control Motor-OSC1. - Obtain equipment vendor services to inspect Safety Switch to determine if it is operating within manufacture's specifications, or if it should be repaired / replaced. - The estimated cost to restore the Headworks system including Codes & Standards to pre-disaster condition is \$81,691. See additional detail provided in the attachment for this System. - HAZARD MITIGATION: The scope of work for Hazard Mitigation at this Facility generally includes flood proofing of wall penetrations (doorways, windows, vents, louvers, ducts, pipe & wire conduit, etc.) in existing structures to prevent flood waters from entering, installing equipment and/or equipment enclosures capable of functioning in a submerged condition, and raising the operating elevation of equipment above the future flood elevation. The minimum flood proof elevation for this Facility is Elevation 11.00 ft. (NAVD 88) North American Vertical Datum of 1988. The specific scope of work for Hazard Mitigation in addition to those required for restoration of this system includes the following:				

- Head House Building: Flood proof to elevation 11.00 ft. (NAVD 88), including doors, windows, and louvers (Approx. 840 SF total).
- Odor Control Fan: Elevate (fan, motor, & activated carbon vessel) above elevation 11.00 ft. (NAVD 88).
- Safety Switch: Relocate to an elevation above 11.00 ft. (NAVD 88).
- The estimated cost to restore Headworks system with mitigation is \$124,198.
- The additional estimated cost for Hazard Mitigation is (\$124,198 - \$81,691) \$42,507; or [(\$124,198 - \$81,691) / \$81,691] 52.0% of total eligible cost to restore the WWTP to pre-disaster condition. See additional detail provided in the attachment for this System.

Current Version:

PA-02-NY-4085-PW-02506(1):

*****Current Version (1)*****

SCOPE OF WORK Site 1 of 9 – Headhouse
WORK TO BE COMPLETED

1.) Headhouse (Site 1)

- 1.1 (1) ea. - Valve Actuator, (Remove and Replace) Appears in contents total.

Asset # P-3, Function: Spare Part, Asset Type: Valve Actuator, Manufacturer: Rotork, Model number IB4, T1627301-004.

- 1.2 (1) ea. – Boiler, (Remove)

Asset # H-1, Function: Space Heating Boiler, Asset Type: Boiler - Force Hot Water, Manufacturer: Peerless, Model Number: Series 85 Gas Boiler, provides heat for two buildings (Head House and Entrance Building)

Sectional portion should be disassembled and checked for any other problems from water/debris intrusion. Problems encountered during inspection will be addressed.

- 1.2a (1) ea. – Boiler, (Replace)

- 1.3 (1) ea. - Odor Control Motor and Bearings, (Remove)

Asset # E-4, Asset Name: Odor Control Motor - OSC1, Function: Drive Odor Control Fan, Asset Type: Motor, Manufacturer: Hartz-LL FA100FGFEM3, Model Number: A41T0-152, Serial Number: Model No. 08200944, Capacity: 7 1/2 HP 3230 FAN RPM

- 1.3a (1) ea. - Odor Control Motor and Bearings, (Replace)

- 1.4 (1) ea. - Odor Control Carbon, (Remove and Replace) Appears in contents total.

Asset # P-1, Asset Name: Activated Carbon, Function: 3,000 cfm, Manufacturer: Hartzell, A41P0-152FA100FGFEM3, Approximately 500 cubic feet.

- 1.5 (1) ea. - Odor Control Unit – Safety Switch, (Remove)

Asset # E-5, Asset Name: Safety Switch, Function: Disconnect Power, Asset Type: Switch, Capacity: 600A/600V, Manufacturer: Culler Hammer, Model Number: Heavy Duty Safety SN,

- 1.5a (1) ea. - Odor Control Unit – Safety Switch, (Replace)

- 1.6 (94) ea. – UV Lamps and Sleeves. Appears in contents total.

- 1.7 (1) ea. - Distribution Panel and Branch Circuits, (Remove)

Asset # E-2, Asset Name: Distribution Panel A, Function: Distribution Panel, Asset Type: Breaker Panel, Capacity: 240/120v 3 & 4W 400A, 4Z Circuits, Manufacturer: Siemens, Model Number: S3B4ZJX400FBS, Serial Number: 79-14058-A00

- 1.7a (1) ea. - Distribution Panel and Branch Circuits, (Replace)

- 1.8 (1) ea. – Transformer, (Remove)

- 1.8a (1) ea. – Transformer, (Replace)

Exterior grade 100 KVA Transformer

- 1.9 (1) ea. –Panelboards, (Remove)

- 1.9a (1) ea. –Panelboards, (Replace)

- 1.10 (1) ea. – Electrical Switch plates, (Remove)

- 1.10a (1) ea. – Electrical Switch receptade, (Remove)

- 1.10b (1) ea. – Electrical Duplex Receptacle, (Replace)

- 1.10c (1) ea. – Electrical Wall Plates, (Replace)

- 1.11 (50) CLF – Conduit, (remove)

- 1.11a (330) LF – Conduit (includes fittings and hangers, (remove)

- 1.11b (330) LF – Conduit 2 IN (Replace)

- 1.11c (13) CLF – Wiring, Copper in raceway (Replace)

Slaging (Temp Pwr) – Provide temporary power lines to maintain plant operations during the electrical upgrade portion of the project. Design of temporary power connection to the existing electrical service will be at the discretion of the contractor. Included in factors.

Maintenance of Plant operations - Contractor's temporary operations will allow a specific treatment plant process to be shut-down while operations through the plant are maintained. I.e. Temporary bar rack screen operation while electrical feeder is being replaced. Actions determined at time of construction by the contractor. Included in factors.

Site 2 of 9

DAMAGED FACILITY:

Kingston WWTP - Primary Sludge Pump Station

COUNTY: Ulster

LOCATION:

PA-02-NY-4085-PW-02506(0):

PRIMARY SLUDGE PUMP STATION

BACKGROUND:

The Primary Sludge Pump Station system is located toward the west end of the plant near the primary settling tanks as indicated in the Navigation Exhibit attached to this PW. The purpose of this system is to remove settled solids from the primary settling tanks and deposit them in the digesters for processing prior to dewatering and disposal. Loss of the primary sludge pump station would result in accumulation of solids in the primary settling tanks, and reducing the efficiency of the overall activated sludge process. The elevation of assets within this system various between floor level and up to 55 inches above finished floor (AFF). For additional information, refer to the Detailed Inspection and Damage Assessment attachment.

Current Version:

PA-02-NY-4085-PW-02506(1):

*****Current Version (1)*****

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-02-NY-4085-PW-02506(0):

- The Primary Sludge Pump Station System was impacted by flooding which reached 128" AFF in this structure. Sources of flooding included the door. The system was completely submerged and all assets were impacted.

- In order to assess damage, the plant was organized into systems based on location and function.

Impacted assets were inventoried according to their damage state, as follows: 5 – Asset destroyed - requires replacement, 4 – Asset damaged - asset may be repaired, 3 – Asset impacted - extent of damage unknown and further inspection required, 2 – Suspected impact - extent of damage unknown and further inspection required, 1 – Asset at risk - asset escaped impact due to emergency protective measures or will be impacted by a similar future event. A summary of the individual equipment damaged during the Disaster, and the condition of damage requiring replacement, repair or further inspection is provided in the table below.

- CONDITION 5 – Destroyed Equipment; requires replacement:

Primary Sludge Pump Flow Meters, PSP Unit Heater, Panel Board, Transformer, Electrical Outlets, Lighting, Cable Trough, Motor Controller, PSP Sump Pump, Safety Switches (9), Primary Sludge Pump VFD's, and HOA Switches (4).

- CONDITION 4 – Damaged Equipment; may be repaired:

Sludge Pumps 1, 2, 3 & 4, and Magnetic Meters (4).

- CONDITION 3 – Impacted; further inspection required:

Pumps 1, 2, 3, & 4 Motors; and Safety Switches (2) for Primary Drives.

Current Version:
PA-02-NY-4085-PW-02506(1):
*****Current Version (1)*****

DAMAGE DESCRIPTION Site 2 of 9 – Primary Sludge Pump Station BACKGROUND

The Primary Sludge Pump Station is located toward the west end of the Plant near the primary settling tanks. The pump station measures 38 FT L X 11 FT W X 10 FT H and is constructed of cast-in-place concrete floor, walls and ceiling. The entrance to this building is through a man-door and then down a flight of stairs to the floor of the pump station. The purpose of the pump station is to transfer settled solids from the primary settling tanks to the Gravity Thickener for further processing prior to digestion, dewatering and disposal. The finished floor elevation of the Primary Sludge Pump Station is 2.0 feet below sea level. Flooding in the building reached an elevation of approximately nine feet above sea level, which is above the ceiling of this room. The majority of the flooding occurred through the man-door. The elevation of assets within this system was measured to be 55 inches above finished floor (AFF).

A summary of the impacted equipment is listed below.

- Four (4) Primary Sludge Pumps and Motors;
- Four (4) Primary Sludge Pump Motor Controllers;
- Four (4) 4-inch Magnetic Flowmeters;
- 5 HP Sump Pump;
- 5000W Electric Unit Heater;
- Six (6) Safety Switches;
- 120/240V Electrical Distribution Panel;
- 480V – 120/240V 5KVA Transformer;
- Six (6) 4-ft. Fluorescent Light Fixtures;
- Three (3) 120V Duplex Electrical Outlets;
- Electrical Cable Trough;
- Four (4) HOA Switches for Primary Sludge Pumps; and
- Wiring and Conduit.

SCOPE OF WORK

PA-02-NY-4085-PW-02506(0):
WORK TO BE COMPLETED:

• Extensive restoration is necessary throughout this System to restore the WWTP to pre-disaster condition. In addition to cleaning and recoating the structures, and replacing electrical wiring and contacts, the following equipment and appurtenance will need to be replaced, repaired or require further inspection.

• Replace Primary Sludge Pump Flow Meters, PSP Unit Heater, Panel Board, Transformer, Electrical Outlets, Lighting, Cable Trough, Motor Controller, PSP Sump Pump, Safety Switches (6), Primary Sludge VFD's, and HOA Switches (4).

• Repair Sludge Pumps 1, 2, 3 & 4, and Magnetic Meters (4).

• Obtain equipment vendor services to inspect Pumps 1, 2, 3, & 4 Motors to determine if they are operating within manufacture's specifications, or if they should be repaired / replaced.

• The estimated cost to restore the Primary Sludge Pump Station system including Codes & Standards to pre-disaster condition is \$116,884. See additional detail provided in the attachment for this System.

HAZARD MITIGATION:

The scope of work for Hazard Mitigation at this Facility generally includes flood proofing of wall penetrations (doorways, windows, vents, louvers, ducts, pipe & wire conduit, etc.) in existing structures to prevent flood waters from entering, installing equipment and/or equipment enclosures capable of functioning in a submerged condition, and raising the operating elevation of equipment above the future flood elevation. The minimum flood proof elevation for this Facility is Elevation 11.00 ft. (NAVD 88) North American Vertical Datum of 1988. The specific scope of work for Hazard Mitigation in addition to those required for restoration of this system includes the following:

• Primary Sludge Pumps: Replace with dry pit submersible style pumps and locate controls within water proof enclosure installed at elevation above 11.00 ft. (NAVD 88).

• Flow Meters: Replace with new submersible magnetic flow meters with control panels installed above elevation 11.00 ft. (NAVD 88).

• Sump Pump: Replace with submersible style pump and locate controls above elevation 11.00 ft. (NAVD 88).
Panel Board: Install within waterproof enclosure and relocate above elevation 11.00 ft. (NAVD 88).

• Transformer: Install within waterproof enclosure and relocate above elevation 11.00 ft. (NAVD 88).

• Safety Switches: Install within waterproof enclosures and relocate above elevation 11.00 ft. (NAVD 88).

• HOA Switches: Install within waterproof enclosures and relocate above elevation 11.00 ft. (NAVD 88).

• Motor Controllers: Relocate above elevation 11.00 ft. (NAVD 88).

• Cable Trough: Install within waterproof enclosures and relocate above elevation 11.00 ft. (NAVD 88).

• Lighting: Install within waterproof enclosures and relocate above elevation 11.00 ft. (NAVD 88).

• The estimated cost to restore the Primary Sludge Pump Station system with mitigation is \$195,548.

• The additional estimated cost for Hazard Mitigation is (\$195,548 - \$116,884) \$78,664; or [(\$195,548 - \$116,884) / \$116,884] 67.6% of total eligible cost to restore the WWTP to pre-disaster condition. See additional detail provided in the attachment for this System.

Current Version:
PA-02-NY-4085-PW-02506(1):
*****Current Version (1)*****

SCOPE OF WORK Site 2 of 9 – Primary Sludge Pump Station WORK TO BE COMPLETED

2.) Primary Sludge Pump Station (Site 2)

2.1 (4) ea. – Sludge Pump motors, (Remove and Repair pump, Replace all seals, bearings, and couplings. Replace suction pressure gauges)

Asset # P-4, Function: Primary Sludge Pumping, Asset Type: Pump, Capacity: 6x4x12 - 600 gmp@37 l/dh, Manufacturer: Allis-Chalmers, Model Number: 300-F7N2, Serial Number: 1-05-216-4- (1,2,3,4),

2.2 (4) ea. – Pump Controls – HOA Switch, (Remove)

2.2a (4) ea. – Pump Controls – HOA Switch, (Replace)

Asset # E-11, Asset Type: H-O-A Switch,

2.3 (4) ea. – Disconnect Switch for Primary Sludge Pumps, (Remove)

Asset # E-10, Asset Type: Switch (4), Capacity: 600 VAC, 60A, Manufacturer: Siemens

2.3a (4) ea. – Disconnect Switch for Primary Sludge Pumps, (Replace)

2.4 (4) ea. – Sludge Pump VFDs, (Remove)

Asset # E-15, Function: Pump Drive (4), Asset Type: Motor (Vertical), Capacity: 15 HP, 1155 RPM, GODEG, NEMA Design, Manufacturer: US Elec. Motors, Model Number: GA2239/T121282R002F

2.4a (4) ea. – Sludge Pump VFDs, (Replace)

2.5 (4) ea. – Sludge Pump Motor Controllers, (Remove)

Asset # E-12, Asset Type: Controller (4), Function: Speed Control, Capacity: 15 HP/460V/3 Phase

2.5a (4) ea. – Sludge Pump Motor Controllers, (Replace)

2.6 (1) ea. – Disconnect Service for Primary Pump Station, Safety Switches, (Remove)

Asset # E-9, Asset Type: Safety Switch, Capacity: 480 VAC 200 AMP 50 HP STD, Manufacturer: Westinghouse, Model Number: HF464-N

2.6a (1) ea. – Disconnect Service for Primary Pump Station, Safety Switches, (Replace)

2.7 (4) ea. – Magmeters, (Remove and Replace 4 control panels and repair 4 mag meters)

Asset # P-5, Asset Name: Primary Sludge Pump Flow Meters (4), Function: Primary Sludge Flow Monitoring, Asset Type: Flow Meter, Capacity: 600 gpm - 4 IN Dia, Manufacturer: Panels MFR is Fischer/Porter

2.8 (1) ea. - Sump Pump, (Remove)			
Asset # P-6, Asset Type: Sump Pump, Capacity: 5 hp motor - 3 phase, Manufacturer: Chicago			
2.8a (1) ea. - Sump Pump, (Replace sump pump)			
2.9 (1) ea. - Disconnect Switch for Sump Pump, Safety Switch, (Remove)			
Asset # E-8, Asset Type: Safety Switch, Capacity: 480 VAC 30 AMP 5-3 HP STD, Manufacturer: Westinghouse, Model Number: SF461N			
2.9a (1) ea. - Disconnect Switch for Sump Pump, Safety Switch, (Replace)			
2.10 (1) ea. - Electric Unit Heater, (Remove)			
Asset # H-2, Asset Type: Heater, Capacity: 5000 Watts, Manufacturer: Dayton, Model Number: E4169D			
2.10a (1) ea. - Electric Unit Heater, (Replace)			
2.11 (2) ea. - Disconnect Switch for Unit Heater and Dehumidifier, (Remove)			
Asset # E-18, Function: Disconnect Power, Asset Type: Switch, Capacity: 30A, 600V, Capacity: 30A, 600V,			
2.11a (2) ea. - Disconnect Switch for Unit Heater and Dehumidifier, (Replace)			
2.12 (1) ea. - Disconnect Switch for Dehumidifier, Safety Switch, (Remove)			
Asset # E-13, Asset Type: Switch, Capacity: 460V/30 AMP, Manufacturer: Westinghouse, Model Number: HF-461N			
2.12a (1) ea. - Disconnect Switch for Dehumidifier, Safety Switch, (Replace)			
2.13 (1) ea. - Electrical Panel and Branch Circuits wiring, (Remove)			
Asset # E-6, Function: Distribution Panel, Asset Type: Breaker Panel, Below Grade Capacity: 120/240V 12 circuits, Manufacturer: Westinghouse.			
2.13a (1) ea. - Electrical Panel and Branch Circuits wiring, (Replace)			
2.14 (1) ea. - Lighting Panel Transformer, (Remove)			
1) Asset # E-7, Asset Type: Transformer, Capacity: 5 KVA, 1 Phase, 480/120-240 Volts, Manufacturer: Square D, Model Number: 581F			
2.14a (1) ea. - Lighting Panel Transformer, (Replace)			
2.15 (3) ea. - Electrical Outlets, Receptacle and Switch plates (Remove)			
Asset # E-17, Function: Duplex Receptacles, Asset Type: Electrical Outlet, Capacity: 120V/Duplex			
2.15a (3) ea. - Electrical Outlets, Receptacle and Switches (Remove)			
2.15b (3) ea. - Electrical Outlets, Duplex Receptacle (Replace)			
2.15c (3) ea. - Electrical Outlets, Wall Plates (Replace)			
2.16 (6) ea. - Fluorescent Lighting Fixtures, conduit, and wiring, (Remove)			
Asset # E-16, Asset Type: Fluorescent Lighting Ceiling MTD, Capacity: (6) 2 LAM at 4 ft each Fluorescent fixtures,			
2.16a (6) ea. - Fluorescent Lighting Fixtures, conduit, and wiring, (Replace)			
2.17 (15) LF. - Cable Trough and Cable, includes wire, fittings and supports (remove)			
Asset # E-14, Function: Raceway, Asset Type: Cable Trough, Capacity: 10 IN x 11 IN x 15 FT,			
2.17a (15) LF. - Cable Trough and Cable, (replace)			
2.18 (14.40) CLF. - Incoming Electrical Service Feeder - Wiring, (Remove)			
Asset # E-55, Approximately 360 LF of 200 Amp, 2 in conduit with 3#20 copper conductors.			
2.18a (360) LF. - Incoming Electrical Service Feeder - Conduit, (Remove)			
2.18b (360) LF. - Incoming Electrical Service Feeder - Conduit, (Replace)			
2.18c (14.40) CLF. - Incoming Electrical Service Feeder - Wire, (Replace)			
Staging (Temp Pwr) - Provide temporary power lines to maintain plant operations during the electrical upgrade portion of the project. Design of temporary power connection to the existing electrical service will be at the discretion of the contractor.			
Maintenance of Plant Operations			
Contractor's temporary operations that will allow a specific treatment plant process to be shut-down while operations through the plant are maintained. This is at the Contractor's discretion, but could be a temporary submersible pump in the Primary Settling Tank sludge hopper pumping to the thickener line.			
Site 3 of 9			
DAMAGED FACILITY:		COUNTY: Ulster	
Kingston WWTP - Plant Water Pump Station			
LOCATION:		LATITUDE:	LONGITUDE:
PA-02-NY-4085-PW-02506(0): PLANT WATER PUMP STATION BACKGROUND: The Plant Water Pump Station system is located at the east end of the plant as indicated in the Navigation Exhibit attached to this PW. The purpose of this system is to pump treated effluent to various locations in the plant to serve a variety of needs, to include chemical feed, maintenance and cleaning. Loss of the plant water pump station would result in reduced operating efficiencies throughout the plant and the inability to disinfect the wastewater prior to discharge, increasing health risk to the nearby population. The elevation of assets within this system varies from below grade to above grade. For additional information, refer to the Detailed Inspection and Damage Assessment attachment.		41.920448	-73.978942
Current Version: PA-02-NY-4085-PW-02506(1): *****Current Version (1)*****			
DAMAGE DESCRIPTION AND DIMENSIONS:			
PA-02-NY-4085-PW-02506(0): The Plant Water Pump Station was impacted by flooding which reached 116" above finished floor (AFF) in this structure. Sources of flooding included the door. The system was completely submerged and all assets were impacted.			
- In order to assess damage, the plant was organized into systems based on location and function. Impacted assets were inventoried according to their damage state, as follows: 5 - Asset destroyed - requires replacement. 4 - Asset damaged - asset may be repaired. 3 - Asset impacted - extent of damage unknown and further inspection required. 2 - Suspected impact - extent of damage unknown and further inspection required. 1 - Asset at risk - asset escaped impact due to emergency protective measures or will be impacted by a similar future event. A summary of the individual equipment damaged during the Disaster, and the condition of damage requiring replacement, repair or further inspection is provided in the table below.			
- CONDITION 5 - Destroyed Equipment; requires replacement: Plant Water Unit Heater, Panel Board, Transformer, Electrical Outlets (2), Switches (3), Plant Water Pressure Transmitter, Plant Effluent Flow Meter, Plant Water Sump Pump and Plant Water Flow Meter.			
- CONDITION 4 - Damaged Equipment; may be repaired: Plant Water Pumps 1 & 2.			
- CONDITION 3 - Impacted; further inspection required: Pump Motors, Safety Switches (3), and Motor Controller.			
Current Version: PA-02-NY-4085-PW-02506(1): *****Current Version (1)*****			
DAMAGE DESCRIPTION Site 3 of 9 - Plant Water Pump Station BACKGROUND The Plant Water Pump Station measures 20 FT L X 10 FT W X 10 FT H and is located on the west side of the plant between the primary settling tanks and the UV disinfection channel. The floor, walls and ceiling are constructed of poured in place concrete. The purpose of this system is to pump treated effluent to various locations in the plant to serve a variety of needs that includes chemical feed, pump sealing water, maintenance, and general cleaning.			

Entrance to the Plant Water Pump Station is gained by descending seven steps from grade, through a man-door then descending four additional steps to the floor of the plant water pump station. The finished floor elevation of the pump station is approximately 1.5 feet below sea level. Flooding in the building reached an elevation of approximately nine feet above sea level. The majority of the flooding occurred through the man-door. The elevation of assets within this system varies from below grade to above grade.

A summary of the impacted equipment is listed below:

- Two (2) Plant Water Pumps and Motors;
- Plant Water Pump Motor Controllers;
- 4-inch Magnetic Flowmeter;
- Plant Effluent Flow Meter;
- Plant Water Pressure Transmitter;
- 5 HP Sump Pump;
- 5000W Electric Unit Heater;
- 120/240V, 100A Electrical Distribution Panel;
- 480V – 120/240V Transformer;
- Three (3) Safety Switches for Plant Water Pumps and Transformer;
- Three (3) Light Switches;
- Two (2) 120V Duplex Electrical Outlets;
- Two (2) Light Fixtures; and
- Wiring and Conduit.

SCOPE OF WORK:

PA-02-NY-4085-PW-02506(0):

WORK TO BE COMPLETED:

- Extensive restoration is necessary throughout this System to restore the WWTP to pre-disaster condition. In addition to cleaning and recoating the structures, and replacing electrical wiring and contacts, the following equipment and appurtenance will need to be replaced, repaired or require further inspection.

- Replace Plant Water Unit Heater, Panel Board, Transformer, Electrical Outlets (2), Switches (3), Plant Water Pressure Transmitter Plant Effluent Flow Meter, Plant Water Sump Pump and Plant Water Flow Meter.

- Repair Plant Water Pumps 1 & 2.

- Obtain equipment vendor services to inspect Pump Motors, Safety Switches (3) and Motor Controller to determine if they are operating within manufacture's specifications, or if they should be repaired / replaced.

- The estimated cost to restore the Plant Water Pump Station system including Codes & Standards to pre-disaster condition is \$49,513. See additional detail provided in the attachment for this System.

HAZARD MITIGATION:

The scope of work for Hazard Mitigation at this Facility generally includes flood proofing of wall penetrations (doorways, windows, vents, louvers, ducts, pipe & wire conduit, etc.) in existing structures to prevent flood waters from entering, installing equipment and/or equipment enclosures capable of functioning in a submerged condition, and raising the operating elevation of equipment above the future flood elevation. The minimum flood proof elevation for this Facility is Elevation 11.00 ft. (NAVD 88) North American Vertical Datum of 1988. The specific scope of work for Hazard Mitigation in addition to those required for restoration of this system includes the following:

- Plant Water Pumps: Replace with dry pit submersible style pumps and locate controls within water proof enclosure installed at elevation above 11.00 ft. (NAVD 88).

- Plant Water Flow Meter: Replace with submersible flow meters and locate controls within water proof enclosure installed at elevation above 11.00 ft. (NAVD 88).

- Sump Pump: Replace with submersible style pump and locate controls above elevation 11.00 ft. (NAVD 88).

- Unit Heater: Replace with a unit that is suitable for a wash down area.

- Effluent Flow Meter: Relocate control panel to elevation above 11.00 ft. (NAVD 88).

- Panelboard: Install within waterproof enclosures and relocate above elevation 11.00 ft. (NAVD 88).

- Transformer: Install within waterproof enclosures and relocate above elevation 11.00 ft. (NAVD 88).

- Safety Switches: Install within waterproof enclosures and relocate above elevation 11.00 ft. (NAVD 88).

- Motor Controller: Install within waterproof enclosures and relocate above elevation 11.00 ft. (NAVD 88).

- Pressure Transmitter: Install within waterproof enclosures and relocate above elevation 11.00 ft. (NAVD 88).

- The estimated cost to restore the Plant Water Pump Station system with mitigation is \$86,800.

- The additional estimated cost for Hazard Mitigation is (\$86,800 - \$49,513) \$37,287; or [(\$86,800 - \$49,513) / \$49,513] 75.3% of total eligible cost to restore the WWTP to pre-disaster condition. See additional detail provided in the attachment for this System.

Current Version:

PA-02-NY-4085-PW-02506(1):

*****Current Version (1)*****

SCOPE OF WORK Site 3 of 9 – Plant Water Pump Station

WORK TO BE COMPLETED

3.) Plant Water Pump Station (Site 3)

3.1 (1) L.S. – Dry Pit Submersible Pumps & Controls, (Remove and Repair 2 pumps and replace bearing, seals and gaskets, and upstream and downstream pressure gauges.)

Asset # P-7, Asset Type: Pumps, Asset Type: Pumps, Manufacturer: Gould's, Model Number: 3556 - 2 1/2 x 3, Serial Number: FU937378

3.2 (2) ea. – Dry Pit Submersible Motors, (Remove)

Asset # E-19, Function: Drive Pump Motor 1 & 2, Asset Type: Motor, Capacity: 20 HP, 230/460V, 3520 RPM Design B TE, Manufacturer: Baklor-Reliance, Model Number: CAT No. EJMM41106, Serial Number: SPEC No. 09P014X763G1

3.2a (2) ea. – Dry Pit Submersible Motors, (Repair)

3.3 (2) ea. – Plant Water Pump Safety Switches, (Remove)

Asset # E-23, Function: Safety Switches for Pumps 1 and 2, Asset Type: Switch, Capacity: 600V/60A, Manufacturer: Square D, Model Number: Heavy Duty Interrupter DF, Serial Number: 4

3.3a (2) ea. – Plant Water Pump Safety Switches, (Replace)

3.4 (1) ea. – Magmeter- Effluent Plant flowmeter, (Remove and Repair)

Asset # P-9, Function: Effluent Plant Flowmeter, Asset Type: Flowmeter, Capacity: 2-14mgd, Manufacturer: MJK, Model Number: Flow Converter 713

3.5 (1) ea. – Water Plant Magnetic Flowmeter and Controls, (Remove and Replace)

Asset # P-8, Function: Flowmeter - Plant Water, Asset Type: Flowmeter, Capacity: 4 in - 600 gpm, Manufacturer: Fischer & Porter, Model Number: 10D1430A, Serial Number: 7203A5524S

3.6 (1) ea. – Sump Pump and Controller, (Remove)

Asset # P-16, Function: Sump Pump, Asset Type: Sump Pump, Capacity: 2 in Discharge, Manufacturer: Chicago Pump, Model Number: Unk, Serial Number: Unk

Asset # E-25, Function: Sump Pump Controller, Asset Type: Controller, Capacity: 5 hp, Manufacturer: Culler Hammer 2 IN discharge

3.6a (1) ea. – Sump Pump and Controller, (Replace)

3.7 (1) ea. – Electric Unit Heater, (Remove)

Asset # H-3, Function: Heater-Electric, Asset Type: Heater, Capacity: 5000W, Manufacturer: Dayton, Model Number: 4E169D

3.7a (1) ea. – Electric Unit Heater, (Replace)

3.8 (4) CLF. - Disconnect Switches, Wiring for Lighting Panel, Dehumidifier, and 120 Volt power, (Remove)

Asset # E-26, Function: Switch lighting & 120V Power, Asset Type: Switches (3).

3.8a (150) LF. - Disconnect Switches, Conduit for Lighting Panel, Dehumidifier, and 120 Volt power, (Remove)

3.8b (150) LF. - Disconnect Switches, Conduit for Lighting Panel, Dehumidifier, and 120 Volt power, (Replace)

3.8c (4) CLF. - Disconnect Switches, Wire for Lighting Panel, Dehumidifier, and 120 Volt power, (Replace)

3.8d (3) ea. - Disconnect Switches, Receptacle and Switch Plates for Lighting Panel, Dehumidifier, and 120 Volt power, (Remove)

- 3.8e (3) ea. - Disconnect Switches, Receptacle and Switches for Lighting Panel, Dehumidifier, and 120 Volt power, (Remove)
- 3.8f (3) ea. - Disconnect Switches, Duplex Receptacle for Lighting Panel, Dehumidifier, and 120 Volt power, (Replace)
- 3.8g (3) ea. - Disconnect Switches, Wall Plates for Lighting Panel, Dehumidifier, and 120 Volt power, (Replace)
- 3.9 (1) ea. - Electrical Panel, Branch Circuits, and Wiring, (Remove)

Asset # E-20, Function: Distribution Panel, Asset Type: Breaker Panel, Capacity: 120/240V 100A, Manufacturer: Westinghouse, Model Number: Type NQB, Serial Number: CATNO. NY-85604

- 3.9a (1) ea. - Electrical Panel, Branch Circuits, and Wiring, (Replace)
- 3.10 (1) ea. - Plant Water Station Step-Down Transformer, (Remove and Replace)

Asset # E-21, Function: Step Down Voltage, Asset Type: Transformer, Capacity: 480/120-240, Manufacturer: No Name Plate

- 3.11 (2) ea. - Disconnect Switch for Transformer, (Remove)
- Asset # E-22, Function: Safety Switch for E-21 Transformer, Asset Type: Switch, Capacity: 480V, 3Q, 30 AMP, Capacity: 480V, 3Q, 30 AMP
- 3.11a (2) ea. - Disconnect Switch for Transformer, (Replace)
- 3.12 (1) ea. - Plant Water Inlet Pressure Transmitter, (Remove and Replace)

Asset # P-40, Function: System Pressure Measurement, Asset Type: Sensor, Capacity: Suction Side, Manufacturer: Foxboro

- 3.13 (1) ea. - Plant Water Outlet Pressure Transmitter, (Remove and Replace)

Asset # P-41, Function: System Pressure Measurement, Asset Type: Sensor, Capacity: Discharge Side, Manufacturer: Foxboro

- 3.14 (1.8) CLF. - Electrical Outlets, Wiring, (Remove)
- Asset # E-24, Function: Electrical Outlets, Asset Type: Duplex Receptacle, Capacity: 120V, Duplex,
- 3.14a (80) LF. - Electrical Conduit, (Remove)
- 3.14b (80) LF. - Electrical Conduit, (Replace)
- 3.14c (1.8) CLF. - Electrical Outlets, Wiring, (Replace)
- 3.14d (2) ea. - Electrical Outlets Receptacle and Switch Plates, (Remove)
- 3.14e (2) ea. - Electrical Outlets Receptacle and Switches, (Remove)
- 3.14f (2) ea. - Electrical Outlets, Duplex Receptacle, (Replace)
- 3.14g (2) ea. - Electrical Outlets, Wall Plates, (Replace)
- 3.15 (15) CLF. - Electrical Service Feeder, Wire (Remove)

Asset # E-56, Approximately 360 LF of 200 Amp, 2 in conduit with 3#2/0 copper conductors.

- 3.15a (360) LF. - Electrical Service Feeder, Conduit (Remove)
- 3.15b (360) LF. - Electrical Service Feeder, Conduit (Replace)
- 3.15c (15) CLF. - Electrical Service Feeder, Wire (Replace)

Staging (Temporary Power)

Provide temporary power lines to maintain plant operations during the electrical upgrade portion of the project. Design of temporary power connection to the existing electrical service will be at the discretion of the contractor.

Maintenance of Plant Operations

Contractor's temporary operations that will allow a specific treatment plant process to be shut-down while operations through the plant are maintained. This is at the Contractor's discretion, but could be a temporary water connection to the City's potable water system.

Site 4 of 9			
DAMAGED FACILITY:		COUNTY: Ulster	
Kingston WWTP - Digester Building			
LOCATION:		LATITUDE:	LONGITUDE:
PA-02-NY-4085-PW-02506(0): DIGESTER BUILDING BACKGROUND: The Digester Building system is located toward the west end of the plant near the anaerobic digesters as indicated in the Navigation Exhibit attached to this PW. The purpose of this system is to stabilize solids removed from the liquid treatment process in advance of dewatering and disposal. Loss of the digester building would result in more costly solids disposal due to the presumed increase in pathogens. The elevation of assets within this system varies from below grade to above grade. For additional information, refer to the Detailed Inspection and Damage Assessment attachment.		41.920631	-73.978881
Current Version: PA-02-NY-4085-PW-02506(1): *****Current Version (1)*****			
DAMAGE DESCRIPTION AND DIMENSIONS:			
PA-02-NY-4085-PW-02506(0): The Digester building system was impacted by flooding which reached 44.5" above finished floor (AFF) in this structure. Sources of flooding included the door and window. The system was completely submerged and all assets were impacted.			
- In order to assess damage, the plant was organized into systems based on location and function. Impacted assets were inventoried according to their damage state, as follows: 5 - Asset destroyed - requires replacement, 4 - Asset damaged - asset may be repaired, 3 - Asset impacted - extent of damage unknown and further inspection required, 2 - Suspected impact - extent of damage unknown and further inspection required, 1 - Asset at risk - asset escaped impact due to emergency protective measures or will be impacted by a similar future event. A summary of the individual equipment damaged during the Disaster, and the condition of damage requiring replacement, repair or further inspection is provided in the table below. - CONDITION 5 - Destroyed Equipment; requires replacement: Hot Water Heater and Louvers. - CONDITION 4 - Damaged Equipment; may be repaired: Sludge Heating Boiler and Pump Control Panel. - CONDITION 3 - Impacted; further inspection required: Hot Water Circulators, Capstone Turbine, Heat Exchanger, Sludge Heat Exchanger, Panel board, Sludge Mixing Pumps (3), Electrical Outlets (4), and Sludge Pump (green). Current Version: PA-02-NY-4085-PW-02506(1): *****Current Version (1)*****			
DAMAGE DESCRIPTION Site 4 of 9 - Digester Building BACKGROUND The Digester Building contains a Heat Exchanger Room measuring 20 FT L X 10 FT W X 10 FT H, Sludge Control area measuring 32 FT L X 21 FT W X 14 FT H, a Gas Control area measuring 16 FT L X 21 FT W X 14 FT H and is located toward the center of the plant in between the two anaerobic digesters. The building has an addition dating from 1988 which added the two additional rooms. Constructed of using a cast in place concrete foundation and floors, brick and block masonry walls and precast concrete roof panels and steel trusses, the building contains equipment to maintain the sludge inside of the two digesters. The purpose of this digestive system is to stabilize solids removed from the liquid treatment process in advance of dewatering, drying, and disposal. The finished floor elevation of the Digester Building is approximately 5.5 feet above sea level and flooding inside and outside the building reached an elevation of approximately nine feet. The majority of the flooding occurred through the doors and windows. The elevation of assets within this system varies from below grade to above grade. A summary of the equipment impacted is listed below. * Three (3) Sludge Mixing Pumps and Motors (2 duty, 1 spare);			

- Sludge Mixing Pump Control Panel;
- Supernatant Pump;
- 40 gal. Hot Water Heater;
- Two (2) Louvers;
- 1,054 MBH Sludge Heating Boiler;
- Two (2) 1/6 HP Hot Water Circulators;
- Heat Exchanger for Turbine Generator;
- Heat Exchanger for Sludge Heating;
- 480/277V, 100A Electrical Distribution Panel; and
- Four (4) 120V Duplex Electrical Outlets.

SCOPE OF WORK:

PA-02-NY-4085-PW-02506(0):

WORK TO BE COMPLETED:

- Extensive restoration is necessary throughout this System to restore the WWTP to pre-disaster condition. In addition to cleaning and recoating the structures, and replacing electrical wiring and contacts, the following equipment and appurtenance will need to be replaced, repaired or require further inspection,

- Replace Hot Water Heater and Louvers.

- Repair Sludge Heating Boiler and Pump Control Panel.

- Obtain equipment vendor services to inspect Hot Water Circulators, Capstone Turbine, Heat Exchanger, Sludge Heat Exchanger, Panel board, Sludge Mixing Pumps (3), Electrical Outlets (4) and Sludge Pump (Green) to determine if they are operating within manufacture's specifications, or if they should be repaired / replaced.

- The estimated cost to restore the Digester Building system including Codes & Standards to pre-disaster condition is \$46,128. See additional detail provided in the attachment for this System.

- HAZARD MITIGATION:

The scope of work for Hazard Mitigation at this Facility generally includes flood proofing of wall penetrations (doorways, windows, vents, louvers, ducts, pipe & wire conduit, etc.) in existing structures to prevent flood waters from entering, installing equipment and/or equipment enclosures capable of functioning in a submerged condition, and raising the operating elevation of equipment above the future flood elevation. The minimum flood proof elevation for this Facility is Elevation 11.00 ft. (NAVD 88) North American Vertical Datum of 1988. The specific scope of work for Hazard Mitigation in addition to those required for restoration of this system includes the following:

- Digester Building: Flood proof structure to elevation 11.00 ft. (NAVD 88), including doors, windows, and louvers (Approx. 700 SF total).

- The estimated cost to restore the Digester Building system with mitigation is \$63,488.

- The additional estimated cost for Hazard Mitigation is (\$63,488 - \$46,128) \$17,360; or [(\$63,488 - \$46,128) / \$46,128] 37.6% of total eligible cost to restore the WWTP to pre-disaster condition. See additional detail provided in the attachment for this System.

Current Version:

PA-02-NY-4085-PW-02506(1):

*****Current Version (1)*****

SCOPE OF WORK Site 4 of 9 – Digester Building

WORK TO BE COMPLETED

4.) Digester Building (Site 4)

4.1 (1) ea. – Hot Water Heater, (Remove, inspect flue and replace if necessary)

Asset # P-11, Asset Type: Hot Water Heater, Discipline: Mechanical, Capacity: 40 gallon 36,000 BTUH, Manufacturer: GE, Model Number: GELNQ481240264 Serial Number: GG40T0GAVG01

4.1a (1) ea. – Hot Water Heater, (Replace water heater, inspect flue and replace if necessary)

4.2 (3) ea. – Sludge Mixing Pump, (Remove)

Asset # P-15, Function: Sludge Mixing, Asset Type: Pumps (3) - Vaughan Mixing Equipment, Capacity: 860 gpm @ 36 TDH, Manufacturer: Vaughan, Model Number: PE4R6CS, Serial Number: 89964 and 89936A and 89936B (spare pump)

4.2a (3) ea. – Sludge Mixing Pump, (Replace)

4.3 (1) ea. – Sludge Mixing Pump Control Panel, (Repair)

4.4 (1) LS – Sludge Mixing Pump Louvers (2), (Inspect and Replace)

Asset # H-4, Function: Fresh Air Inlet, Asset Type: Louver (2), Capacity: 3FT x 4FT + 4FT x 30IN.; 36IN x 48IN, 30IN x 48IN, Manufacturer: Unk, Model Number: Unk, Serial Number: Unk

4.5 (1) ea. – Supernatant Pump (Submersible Pump), (Remove, Inspect and Repair)

Asset # P-14, Function: Sludge Pump Circulate Sludge, Asset Type: Pump, Manufacturer: Unk, Model Number: Unk, Serial Number: Unk

4.6 (1) ea. – Sludge Heating Boiler, (Remove, Inspect and Repair)

Asset # P-10, Function: Boiler for Digester Sludge, Asset Type: Boiler, Capacity: 1054 MBH, Manufacturer: Burnham, Model Number: V-909, Serial Number: 7598394

4.7 (2) ea. – Hot Water Circulator, (Remove)

Asset # P-12, Function: Hot Water circulators (2) Digester Heating, Asset Type: Pump, Manufacturer: Bell and Gosset, Model Number: 1/6 hp, Serial Number: Unk

4.7a (2) ea. – Hot Water Circulator, (Replace)

4.8 (1) ea. – Heat Exchanger, (Remove, Inspect and Repair)

Asset # P-13, Function: Sludge Heating, Asset Type: Heat Exchanger, Manufacturer: Nat'l BD, Serial Number: 3859

4.9 (1) ea. – Heat Recovery Exchanger for Turbine, (Remove, Inspect and Repair)

Asset # P-18, Asset Type: heat exchanger, Discipline: Mechanical, Capacity: for 28 kw turbine, Manufacturer: Unifin, Model Number: Unk, Serial Number: 0118-00-02

4.10 (1) ea. – Sump Pump Controls, (Remove and Repair)

Asset # E-29, Function: Pump Control, Asset Type: Control Panel, Manufacturer: Pioneer Pump Systems Syracuse NY (315)

The building will not be dry flood proofed and the sump pumps will be designed during the detail design when the infiltration rate has been established.

4.11 (1) ea. – Electrical Panel, (Remove)

Asset # E-28; Distribution Panelboard, Asset Type: Breaker Panel, Capacity: 480/277V, 100 A Main, Manufacturer: Westinghouse, Model Number: CAT No. 4924 Type WEHB 23 CT, Serial Number: Unk

4.11a (1) ea. – Electrical Panel, (Replace)

4.12 (4) ea. – Electrical Service Feeder, Receptacle and Switch Plates (Remove)

Asset: 57. Remove existing conduit and conductor and replace with new conduit and conductor, Approximately 250 LF of 200 Amp, 2 in conduit with 3#2/0 copper conductors.

4.12a (4) ea. – Electrical Service Feeder, Receptacle and Switches (Remove)

4.12b (4) ea. – Electrical Service Feeder, Duplex Receptacle (Replace)

4.12c (4) ea. – Electrical Service Feeder, Wall Plates (Replace)

4.13 (11) CLF – Electrical Wiring, (remove)

4.13a (250) LF – Electrical Conduit, (remove)

4.13b (250) LF – Electrical Conduit, (replace)

4.13c (11) CLF – Electrical Wire, (replace)

Staging (Temporary Power)

Provide temporary power lines to maintain plant operations during the electrical upgrade portion of the project. Design of temporary power connection to the existing electrical service will be at the discretion of the contractor.

Maintenance of Plant Operations (Install)

Contractor's temporary operations that will allow a specific treatment plant process to be shut-down while operations through the plant are maintained. This is at the Contractor's discretion but could be temporary sludge heating system, or a control system for the transfer pumps.

Site 5 of 9

DAMAGED FACILITY:

Kingston WWTP - Sludge Control Building

COUNTY: Ulster

LOCATION:

PA-02-NY-4085-PW-02506(0):

LATITUDE:
41.920917LONGITUDE:
-73.978594

SLUDGE CONTROL BUILDING

BACKGROUND:

The Sludge Control Building system is located toward the west end of the plant near the anaerobic digesters as indicated in the Navigation Exhibit attached to this PW. The purpose of this system is to monitor and control the sludge handling processes within the plant. Loss of the sludge control building would result in more costly solids disposal due to the increased volume of material requiring disposal and the presumed increase in pathogen levels within the material. The elevation of assets within this system varies. For additional information, refer to the Detailed Inspection and Damage Assessment attachment.

Current Version:

PA-02-NY-4085-PW-02506(1):

*****Current Version (1)*****

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-02-NY-4085-PW-02506(0):

The Sludge Control Building system was impacted by flooding which reached 46" above finished floor (AFF) in this structure. Sources of flooding included the door and the overhead door.

- In order to assess damage, the plant was organized into systems based on location and function.

Impacted assets were inventoried according to their damage state, as follows: 5 – Asset destroyed - requires replacement. 4 – Asset damaged - asset may be repaired. 3 – Asset impacted - extent of damage unknown and further inspection required. 2 – Suspected impact - extent of damage unknown and further inspection required. 1 – Asset at risk - asset escaped impact due to emergency protective measures or will be impacted by a similar future event. A summary of the individual equipment damaged during the Disaster, and the condition of damage requiring replacement, repair or further inspection is provided in the table below.

- CONDITION 4 – Damaged Equipment; may be repaired:

Electric Heaters (2).

- CONDITION 3 – Impacted; further inspection required:

Gravity Thickener Pump (2), Flow Meter and Muffin Monster (grinds & macerates).

Current Version:

PA-02-NY-4085-PW-02506(1):

*****Current Version (1)*****

DAMAGE DESCRIPTION Site 5 of 9 – Sludge Control/Degritter Building

BACKGROUND

The Sludge Control/Degritter Building measures 28 FT L X 20 FT W X 16 FT H and is located toward the center of the plant adjacent to the Control Building. This building houses pumps and electrical controls for sludge transfer. The floors are cast in place concrete, walls are brick and block construction and the roof is precast concrete. The purpose of this building is to monitor and control the sludge handling processes within the plant.

The finished floor elevation of the Sludge Control/Degritter Building is approximately 5.0 feet above sea level, flooding in the building reached an elevation of approximately nine feet, both on the exterior and interior. The majority of the interior flooding occurred through the doors and windows. The elevation of assets within this system was measured to be 2 inches below finished floor (-2 inches AFF).

A summary of the equipment impacted is listed below.

- Two (2) Gravity Thickener Pumps;
- 6-inch Sewage Grinder;
- 6-inch Magnetic Flowmeter; and
- Two (2) 7,500W Electric Heaters.

SCOPE OF WORK:

PA-02-NY-4085-PW-02506(0):

WORK TO BE COMPLETED:

- Extensive restoration is necessary throughout this System to restore the WWTP to pre-disaster condition. In addition to cleaning and recoating the structures, and replacing electrical wiring and contacts, the following equipment and appurtenance will need to be replaced, repaired or require further inspection.

- Repair Electric Heaters (2).

- Obtain equipment vendor services to inspect Gravity Thickener Pump (2), Flow Meter, and Muffin Monster to determine if they are operating within manufacture's specifications, or if they should be repaired / replaced.

- The estimated cost to restore the Sludge Control Building system including Codes & Standards to pre-disaster condition is \$24,304. See additional detail provided in the attachment for this System.

- HAZARD MITIGATION:

The scope of work for Hazard Mitigation at this Facility generally includes flood proofing of wall penetrations (doorways, windows, vents, louvers, ducts, pipe & wire conduit, etc.) in existing structures to prevent flood waters from entering, installing equipment and/or equipment enclosures capable of functioning in a submerged condition, and raising the operating elevation of equipment above the future flood elevation. The minimum flood proof elevation for this Facility is Elevation 11.00 ft. (NAVD 88) North American Vertical Datum of 1988. The specific scope of work for Hazard Mitigation in addition to those required for restoration of this system includes the following:

- Sludge Control Building: Flood proof to elevation 11.00 ft. (NAVD 88), including doors, windows, and louvers (Approx. 600 SF total).

- The estimated cost to restore the Sludge Control Building system with mitigation is \$39,184.

- The additional estimated cost for Hazard Mitigation is (\$39,184 - \$24,304) \$14,880; or [(\$39,184 - \$24,304) / \$24,304] 61.2% of total eligible cost to restore the WWTP to pre-disaster condition. See additional detail provided in the attachment for this System.

Current Version:

PA-02-NY-4085-PW-02506(1):

*****Current Version (1)*****

SCOPE OF WORK Site 5 of 9 – Sludge Control/Degritter Building

WORK TO BE COMPLETED

5.) Sludge Control/Degritter Building (Site 5)

5.1 (2) ea. - Electric Heaters, (Remove)

Asset # P-33, Function: Supply Bldg Heat, Asset Type: Heaters (2), Capacity: 7500 Watts, 480 Volt, Manufacturer: Singer, Model Number: CAT No. 8116-0, Serial Number:

5.1a (2) ea. - Electric Heaters, (Replace)

5.2 (1) ea. - Gravity Thickener Pumps (2), (Remove, Inspect)

Asset # P-19, Function: Thickened Sludge pumping, Asset Type: Pumps, Capacity: 85 gpm, Manufacturer: Komeline Sanderson, Model Number: Job No. S-1265 and S-1265, Serial Number: 9P-1-711 and 9P-1-712

5.2a (1) ea. - Gravity Thickener Pumps (2), (Repair)

5.3 (1) ea. - Sump Pump and Controls, (Remove)

Asset Type: Pump, Discipline: Mechanical, Capacity: 3 inch, Manufacturer: Chicago Pump

Model Number: Unk, Serial Number: Unk,

5.3a (1) ea. - Sump Pump and Controls, (Replace)

5.4 (1) ea. - Muffin Monster (Sewage Pump), (Remove, Inspect and Repair)

Asset # P-20, Function: Sludge Chopping, Asset Type: Grinder, Function: Sludge Chopping, Capacity: 6 IN pipe, Manufacturer: JWCE, Model Number: 30001-12, Serial Number: 6251-2-1

5.5 (1) ea. - Magnetic Flow-meter, (Remove, Inspect and Replace)

Asset # P-21, Function: Flowmeter, Asset Type: Flowmeter, Capacity: 6 IN, Manufacturer: SIEMENS, Model Number: 7ME6920-1AA10-1AA0, Serial Number: 7ME658-1738014101

5.6 (5) CLF. - Electrical Service Feeder, Wire (Remove)

Asset # E-56, Approximately 160 LF of 200 Amp, 2 in conduit with 3#2/0 copper conductors.

5.6a (160) LF. - Electrical Service Feeder, Conduit (Remove)

5.6b (160) LF. - Electrical Service Feeder, Conduit (Replace)

5.6c (5) CLF. - Electrical Service Feeder, Wire (Replace)

Staging (Temporary Power)

Provide temporary power lines to maintain plant operations during the electrical upgrade portion of the project. Design of temporary power connection to the existing electrical service will be at the discretion of the contractor.

Maintenance of Plant Operations

Contractor's temporary operations that will allow a specific treatment plant process to be shut-down while operations through the plant are maintained. This is at the Contractor's discretion, but could be a temporary sludge transfer pump or grinder.

Site 6 of 9			
DAMAGED FACILITY: Kingston WWTP - Control Building		COUNTY: Ulster	
LOCATION: PA-02-NY-4085-PW-02508(0): CONTROL BUILDING BACKGROUND: The Control Building system is centrally located within the plant as indicated in the Navigation Exhibit attached to this PW. The purpose of this system is to provide a central location for operating the plant, allowing monitoring and control of the different plant processes. Loss of the control building would result in reduced efficiencies in the operation of the plant and possibly plant shutdown. The elevation of assets within this system varies from below grade to above grade. For additional information, refer to the Detailed Inspection and Damage Assessment attachment. Current Version: PA-02-NY-4085-PW-02508(1): *****Current Version (1)*****		LATITUDE: 41.92071	LONGITUDE: -73.9784
DAMAGE DESCRIPTION AND DIMENSIONS: PA-02-NY-4085-PW-02508(0): The Control Building system was impacted by flooding which reached 28" above finished floor (AFF). Sources of flooding included the door and conduits. The system was completely submerged and all assets were impacted. - In order to assess damage, the plant was organized into systems based on location and function. Impacted assets were inventoried according to their damage site, as follows: 5 – Asset destroyed - requires replacement, 4 – Asset damaged - asset may be repaired, 3 – Asset impacted - extent of damage unknown and further inspection required, 2 – Suspected impact - extent of damage unknown and further inspection required, 1 – Asset at risk - asset escaped impact due to emergency protective measures or will be impacted by a similar future event. A summary of the individual equipment damaged during the Disaster, and the condition of damage requiring replacement, repair or further inspection is provided in the table below. - CONDITION 5 – Destroyed Equipment; requires replacement: Hot Water Heater, Sump Pump (3), Intercom System, Process Drain Sump Pump, and Data Communication Servers (2). - CONDITION 4 – Damaged Equipment; may be repaired: Air Compressor & Air Dryer, Control Building Boiler, Bio-filter/Bio-cube, Electric Heater (2), PP-1/8-10-12 Control Panel, Panel Board "F", Generator, GBT Thickened Sludge Pumps 1 & 2, and Spare Part Inventory. - CONDITION 3 – Impacted; further inspection required: Flow Meter, Sump Pumps (2), Control Building Boiler, Hot Water Circulator Pump, Belt for Press, Muffin Monster (grinds & macerates), Pump Motor (2), Data Communication Servers (2), Blower Control Panels, and Turbine Generator. Current Version: PA-02-NY-4085-PW-02508(1): *****Current Version (1)***** DAMAGE DESCRIPTION Site 6 of 9 – Control Building BACKGROUND The Control Building is centrally located within the WWTP it contains a Basement Hall measuring 84 FT L X 12 FT W X 9 FT H, Basement spare parts room measuring 62 FT L X 9 FT W X 9 FT H, Boiler Room measuring 25 FT L X 22 FT W X 9 FT H, a Basement Workshop measuring 25 FT L X 22 FT W X 9 FT H, Sludge pumping area measuring 24 FT L X 8 FT W X 9 FT H, and Basement compressed air area measuring 15 FT L X 30 FT W X 9 FT H. This building serves as the main hub and communication center of the plant. The building has three floors, a basement, first floor, and second floor and is constructed of cast-in place concrete, brick and block masonry and steel roof joists. There is no direct basement access. At the front steps to the building the elevation is 8.7 feet above sea level and assets within the system vary from below grade to above grade. The purpose of this building is to provide a central location for operating the plant and allow monitoring and control of the different plant processes. Loss of the control building would result in reduced efficiencies in the operation and possible plant shutdown. The building contains process areas, offices, workshops, bathrooms and a garage. The basement elevation of the Control Building is approximately 1.7 feet below mean sea level, and the first floor elevation is approximately 8.7 feet above sea level. Flooding in the basement reached an elevation of approximately 0.6 feet above sea level. This lower interior flood elevation was due to the efforts of the City's staff in an attempt to protect the WWTP before the plant had to be abandoned due to emergency power loss. The majority of the flooding occurred through the doors, windows and conduits. The elevation of assets within this system varies from below grade to above grade. A summary of the equipment impacted is listed below. • Two (2) Belt Filter Press Feed Pumps and Motors; • Belt Filter Press Feed Pump Control Panel; • Four (4) Sump Pumps; • 5 HP Hot Water Circulator Pump; • 40 gal. Hot Water Heater; • Three (3) Air Compressors; • Air Dryer; • 810 MBH Boiler; • 250W Intercom System; • Two (2) 1,500W Data Communication Servers; • 480V, 200A Electrical Distribution Panel (Panelboard F); • Four (4) Blower Control Panels; • Turbine Generator; • Spare Part Inventory; • 300 kW Generator (located outside building); and • Biofilter (located outside building). A utility owned transformer provides power to the facility. This transformer sits adjacent to the Control Building at grade level and has been flooded and replaced many times by the utility. This transformer is the main source of power for the facility and as a result very critical to the operations of the WWTP. SCOPE OF WORK: PA-02-NY-4085-PW-02508(0): WORK TO BE COMPLETED: - Extensive restoration is necessary throughout this System to restore the WWTP to pre-disaster condition. In addition to cleaning and recoating the structures, and replacing electrical wiring and conduits, the following equipment and appurtenance will need to be replaced, repaired or require further inspection. - Replace Hot Water Heater, Sump Pump (3), Intercom System, Process Drain Sump Pump, and Data Communication Servers (2). - Repair Air Compressor & Air Dryer, Bio-filter/Bio-cube, Electric Heater (2), PP-1/8-10-12 Control Panel, Panel Board "F", Generator, GBT Thickened Sludge Pumps 1 & 2, and Spare Part Inventory. - Obtain equipment vendor services to inspect Flow Meter, Sump Pumps (2), Control Building Boiler, Hot Water Circulator Pump, Belt for Press, Muffin Monster (grinds & macerates), Pump Motor (2), Blower Control Panels and Turbine Generator to determine if they are operating within manufacture's specifications, or if they should be repaired / replaced. - The estimated cost to restore the Control Building system including Codes & Standards to pre-disaster condition is \$129,456. See additional detail provided in the attachment for this System. - HAZARD MITIGATION: The scope of work for Hazard Mitigation at this Facility generally includes flood proofing of wall penetrations (doorways, windows, vents, louvers, ducts, pipe & wire conduit, etc.) in existing structures to prevent flood waters from entering, installing equipment and/or equipment enclosures capable of functioning in a submerged condition, and raising the operating elevation of equipment above the future flood elevation. The minimum flood proof elevation for this Facility is Elevation 11.00 ft. (NAVD 88) North American Vertical Datum of 1988. The specific scope of work for Hazard Mitigation in addition to those required for restoration of this system includes the following: - Control Building: Flood proof to elevation 11.00 ft. (NAVD 88), including doors, windows, and louvers (Approx. 4,300 SF total). - Bio-filter / Bio-Cube: Raise system above 11.00 ft. (NAVD 88), install flood vents in bio-filters to prevent flotation, and pour concrete pads to secure towers and activated carbon barrel. - Generator: Raise the fuel vent above flood level, elevation 11.00 ft. (NAVD 88). - The estimated cost to restore the Control Building system with mitigation is \$236,096. - The additional estimated cost for Hazard Mitigation is (\$236,096 - \$129,456) \$106,640; or [(\$236,096 - \$129,456) / \$129,456] 82.4% of total eligible cost to restore the WWTP to pre-disaster condition. See additional detail provided in the attachment for this System. Current Version: PA-02-NY-4085-PW-02508(1): *****Current Version (1)***** SCOPE OF WORK Site 6 of 9 – Control Building			

WORK TO BE COMPLETED**6.) Control Building (Site 6)**

6.1 (1) ea. - Hot Water Heater, (Remove)

Asset # P-27, Function: Domestic Hot Water, Asset Type: Tank, Capacity: 40 Gallon, Manufacturer: GE, Model Number: GG40T06AVG01, Serial Number: GELN0212A10179,

6.1a (1) ea. - Hot Water Heater, (Replace)

6.2 (4) ea. - Sump Pumps Controls and Wiring, (Remove)

Asset # P-22, Function: Sump Pumps (7), Asset Type: Pump, Capacity: 3 in, Manufacturer: Chicago Pump, Model Number: Unk, Serial Number: Unk

Asset # P-29, Function: Sump Pump, Asset Type: Pump, Manufacturer: Dayton, Model Number: 3XUB3, Serial Number: 0108

6.2a (4) ea. - Sump Pumps Controls and Wiring, (Replace)

6.3 (1) ea. - Process Drain Sump Pump and Controls, (Remove)

Asset # P-24, Function: Air Compressor Condensate Sump Pump, Asset Type: Pump, Capacity: 4 IN - 4x4x91x2 - 240 gpm @ 15 TDH, Manufacturer: Crane Deming, Model Number: 7172, Serial Number: DP76604

6.3a (1) ea. - Process Drain Sump Pump and Controls, (Replace)

6.3b (1) ea. - Process Drain Sump Pump and Control Panel, (Repair)

6.4 (1) ea. - Inter-Com System, (Remove and Replace)

Asset # E-36, Function: Paging, Asset Type: Intercom, Capacity: 250 Watt, Manufacturer: Dulcane Corp, Model Number: 1A4250, Serial Number: E863194,

6.5 NOT USED

6.6 (2) ea. - Data Communication Servers, (Remove and Replace)

Asset # E-37, Function: Communicate Data Servers (2) Asset Type: Server, Manufacturer: APC Schneider Elec., Model Number: SMX1500RM2U, Serial Number: ASIZ3226755

6.7 (1) ea. - Bio-filter (Remove, Inspect and Repair)

Asset # P-30, Function: Ordor Control for Control Bldg, Asset Type: Blower and Biofilter Towers, Capacity: 300 cfm - 3 hp motor, Manufacturer: A-E Fan Equipment Co., Model Number: 1-25, Serial Number: 05-758

Towers need to be re-leveled; motor and fan bearings need to be replaced, woodchips needs to be replaced. Quote to disassemble and reassemble unit, replace media, rebuild fan system, and replacement of carbon polisher stage

6.8 (2) ea. - Thickened Sludge Pumps Feed Pump Motors (Remove)

Asset # P-28, Function: Feed to Digester Pumps 1 & 2, Asset Type: Pump, Capacity: 6 IN Dia, Manufacturer: Vogelsung, Model Number: VX136 - 210 QMO H2, Serial Number: BJD31170210 & BJD31182107

6.8a (2) LS. - Thickened Sludge Pumps Feed Pump Motors (Repair)

6.9 (2) ea. - Thickened Sludge Pumps (Remove and repair)

Asset # E-34, Function: Drive Pump Motors (2) Asset Type: Motor, Capacity: 7 1/2 HP, 460V, 1770 ROM TEFC, Manufacturer: Baldor/Reliance, Model Number: CAT No. VEM37701, Serial Number:

6.10 (1) ea. - Hot Water Circulator Pump, (Remove)

Asset # P-26, Function: Hot Water Circulator for Space Heating, Asset Type: Pump, Capacity: 2 IN Discharge, 5 hp, Manufacturer: Bell and Gassett, Model Number: 185011, Serial Number: 1409724

6.10a (1) ea. - Hot Water Circulator Pump, (Repair)

6.11 (1) ea. - Thickened Sludge Pumps, Motors, and Control Panel (Remove and repair/replace)

Asset # E-35, Function: Control Panel PP- 1/8-10-12, Control Dig. Pumps, Asset Type: Control Panel, Capacity: 3 FTW x 4 FTH x 15 IND,

6.12 (1) LS. - Air Compressor (3), (Remove, Inspect and Repair)

Asset # P-23, Function: Air Compressor, Asset Type: Air Compressor, Capacity: 3 Compressors, Manufacturer: Ingersoll Rand, Model Number: (2) T30, 1 Serial Number: -Unk

6.13 (1) LS. - Air Dryers (3), (Remove, Inspect and Repair)

6.14 (1) ea. - Boiler, (Remove, Inspect and Repair)

Asset # P-25, Function: Space Heating Boiler, Asset Type: Boiler, Capacity: 910 MBH, Manufacturer: H.B. Smith Co.

6.15 (1) ea. - Electric Heater, (Remove, Inspect and Repair)

Asset Type: Heater, Capacity: 5000 Watts, Manufacturer: Dayton, Model Number: E4169D

6.16 (1) ea. - Turbine Generator, (Inspect and Repair)

Function: Asset # E- 40, Power, Asset Type: Gas Turbine Generator, Capacity: 225KW, 227/480V, 3Q, Manufacturer: Solar, Model Number: GS350, Serial Number: 428016

6.17 (4) ea. - Blower Control Panels, (Remove and Replace)

Asset # E-38, Function: Control Blowers, Asset Type: Control Panel, Capacity: 4 Blower Controls, 9 FT-4 INWx25 INDPx80 INH,

6.18 (1) ea. - Electrical Panel Board and Branch Circuits, (Remove)

Asset # E-39, Function: Distribution Panel, Asset Type: Panel Board, Capacity: 480V, 3Q, 200A, Manufacturer: Westinghouse, Model Number: AW 44802, Serial Number: Stock No. NY85504,

6.18a (1) ea. - Electrical Panel Board and Branch Circuits, (Replace)

6.19 (4.2) CLF. - Out Going Electrical Service Feeder - Internal, Wire (Remove)

Asset # E-58: (2) - 4 IN conduits (4) 500 MCM conductors, 1200 Amp main service, approximately 100 FT'

6.19a (100) LF. - Out Going Electrical Service Feeder - Internal, Conduit (Remove)

6.19b (100) LF. - Out Going Electrical Service Feeder - Internal, Conduit (Replace)

6.19c (4.2) CLF. - Out Going Electrical Service Feeder - Internal, Wire (Replace)

Staging Temporary Generator

Provide temporary power lines to maintain plant operations during the electrical upgrade portion of the project.

Maintenance of Plant Operations

Contractor's temporary operations that will allow a specific treatment plant process to be shut-down while operations through the plant are maintained. This is at the Contractor's discretion, but could be a temporary submersible pump in the Primary Settling Tank sludge hopper pumping to the thickener line.

Replace miscellaneous spare parts inventory and estimate to be determined, not supplied.

Asset # P-39, Function: Spare Parts, Asset Type: Spare Parts, Manufacturer: Various

No estimate or inventory provided, applicant will provide at close-out.

Site 7 of 8

DAMAGED FACILITY:

Kingston WWTP - Secondary Sludge Pump Station

COUNTY: Ulster

LOCATION:

PA-02-NY-4085-PW-02506(0):

SECONDARY SLUDGE PUMPING STATION

BACKGROUND:

The Secondary Sludge Pumping Station system is located near the clarifiers in the east end of the plant as indicated in the Navigation Exhibit attached to this PW. The purpose of this system is to remove settled solids from the clarifiers and pump them in the aeration basins to drive the treatment process. Additionally, a portion of the settled solids are removed and pumped to the thickeners. Loss of the secondary sludge pump station would greatly impact the efficiency of the core treatment process at the plant and result in either reduced plant capacity or diminished effluent water quality. The elevation of assets within this system varies. For additional information, refer to the Detailed Inspection and Damage Assessment attachment.

LATITUDE:
41.921207LONGITUDE:
-73.97787

Current Version:
PA-02-NY-4085-PW-02506(1):
*****Current Version (1)*****

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-02-NY-4085-PW-02506(0):
The Secondary Sludge Pump Station system was impacted by flooding which reached 162" AFF in this structure. Sources of flooding included the door and conduits. The system was completely submerged and all assets were impacted.

- In order to assess damage, the plant was organized into systems based on location and function. Impacted assets were inventoried according to their damage state, as follows: 5 – Asset destroyed - requires replacement, 4 – Asset damaged - asset may be repaired, 3 – Asset impacted - extent of damage unknown and further inspection required, 2 – Suspected impact - extent of damage unknown and further inspection required, 1 – Asset at risk - asset escaped impact due to emergency protective measures or will be impacted by a similar future event. A summary of the individual equipment damaged during the Disaster, and the condition of damage requiring replacement, repair or further inspection is provided in the table below.

- CONDITION 5 – Destroyed Equipment; requires replacement:
Electrical Distribution and Lighting.

- CONDITION 4 – Damaged Equipment; may be repaired:
Return Activated Sludge Pumps and Waste Activated Sludge Pumps 1, 2, 3 & 4; RAS/WAS Mag-meters (7) and RAS/WAS Piping & Valves.

- CONDITION 3 – Impacted; further inspection required:
Motors (6), Sump Pumps (2) and Gas Cleaning System.

Current Version:
PA-02-NY-4085-PW-02506(1):
*****Current Version (1)*****

DAMAGE DESCRIPTION Site 7 of 9 – Secondary Sludge Pump Station BACKGROUND

The Secondary Sludge Pump Station contains a Pump Room measuring 38 FT L X 14 FT W X 9 FT H, and a First Floor Utility measuring 38 FT L X 14 FT W X 9 FT H, and is located near the secondary clarifiers at the east end of the plant. This pump station contains a basement and first floor. The basement is constructed of cast in place concrete and the first floor walls are constructed of brick and block masonry with a cast in place concrete roof. The purpose of this pump station is to remove settled solids from the secondary clarifiers and pump/deposit them in the aeration basins to drive the treatment process. A portion of the settled solids are removed and pumped to the thickeners. Loss of the secondary sludge pump station would greatly impact the efficiency of the core treatment process at the plant and result in either reduced plant capacity or diminished effluent water quality. The basement slab elevation of the Secondary Sludge Pump Station is approximately 4.7 feet below mean sea level, and the first floor elevation is approximately 6.3 feet above sea level. Flooding in the building reached an elevation of approximately nine feet both on the exterior and interior. The majority of the flooding occurred through the doors and conduits. The elevation of assets within this system was measured to be 3 to 5 inches above finished floor (AFF).

A summary of the equipment impacted is listed below.

- Four (4) RAS Pumps and Motors;
- Two (2) WAS Pumps and Motors;
- Two (2) Sump Pumps;
- Seven (7) 8-inch Magnetic Flowmeters;
- RAS and WAS Valves;
- 480V, 225A Electrical Distribution Panel;
- 120V, 100A Electrical Distribution Panel;
- 480 – 120/240V Transformer;
- Six (6) Disconnect Switches for RAS and WAS Pumps;
- Nine (9) Light Fixtures;
- Cable Troughs;
- Wiring and Conduit; and
- Diffuser Gas Cleaning System (located outside building).

SCOPE OF WORK:

PA-02-NY-4085-PW-02506(0):
WORK TO BE COMPLETED:

- Extensive restoration is necessary throughout this System to restore the WWTP to pre-disaster condition. In addition to cleaning and recoating the structures, and replacing electrical wiring and contacts, the following equipment and appurtenance will need to be replaced, repaired or require further inspection.

- Replace Electrical Distribution and Lighting.

- Repair Return Activated Sludge Pumps and Waste Activated Sludge Pumps 1, 2, 3 & 4; RAS/WAS Mag-meters (7) and RAS/WAS Piping & Valves.

- Obtain equipment vendor services to inspect Motors (6), Sump Pumps (2), and Gas Cleaning System to determine if they are operating within manufacture's specifications, or if they should be repaired / replaced.

- The estimated cost to restore the Secondary Sludge Pumping Station system including Codes & Standards to pre-disaster condition is \$109,492. See additional detail provided in the attachment for this System.

- HAZARD MITIGATION:

The scope of work for Hazard Mitigation at this Facility generally includes flood proofing of wall penetrations (doorways, windows, vents, louvers, ducts, pipe & wire conduit, etc.) in existing structures to prevent flood waters from entering, installing equipment and/or equipment enclosures capable of functioning in a submerged condition, and raising the operating elevation of equipment above the future flood elevation. The minimum flood proof elevation for this Facility is Elevation 11.00 ft. (NAVD 88) North American Vertical Datum of 1988. The specific scope of work for Hazard Mitigation in addition to those required for restoration of this system includes the following:

- RAS Pumps: Replace with dry pit submersible style pumps and locate controls within waterproof enclosure installed above elevation 11.00 ft. (NAVD 88).

- WAS Pumps: Replace with dry pit submersible style pumps and locate controls within waterproof enclosure installed above elevation 11.00 ft. (NAVD 88).

- RAS & WAS Flow Meters: Install within waterproof enclosures and relocate Meter and/or Controls above elevation 11.00 ft. (NAVD 88).

- Gas Cleaning: Relocate above elevation 11.00 ft. (NAVD 88).

- Electrical Distribution: Relocate above elevation 11.00 ft. (NAVD 88).

- Lighting: Replace with sealed units and switches and relocate above elevation 11.00 ft. (NAVD 88).

- Sump Pumps: Install controls within waterproof enclosures and relocate above elevation 11.00 ft. (NAVD 88).

- The estimated cost to restore the Secondary Sludge Pumping Station system with mitigation is \$206,460.

- The additional estimated cost for Hazard Mitigation is (\$206,460 - \$109,492) \$96,968; or [(\$206,460 - \$109,492) / \$109,492] 88.6% of total eligible cost to restore the WWTP to pre-disaster condition. See additional detail provided in the attachment for this System.

Current Version:
PA-02-NY-4085-PW-02506(1):
*****Current Version (1)*****

SCOPE OF WORK Site 7 of 9 – Secondary Sludge Pump Station WORK TO BE COMPLETED

7.) Secondary Sludge Pump Station (Site 7)

7.1 (4) ea. – Dry Pit Submersible RAS Pumps, and Motors, (Remove and repair)

1) Asset # P-31, Function: Recycle activated sludge Pumps 1,2,3, and 4, Asset Type: Pump, Capacity: 1575 gpm @ 27 t/dh, Manufacturer: Chicago Pumps, Model Number: VPMLSC-8, Serial Number: 9801474-A,B,C,D,

Repairs. Mechanical seals damaged by grit with packing and packing glands. Mechanical seals replaced with packing on pumps 1 and 3. Replace mechanical seals; replace pump bearings; replace 4 suction gages; couplings should be removed and inspected. #4 pump motor is complete (\$2,100). Bearings on gear box complete Pumps 1, 2, and 3 need all permanent work to be completed.

Asset # E-43, Function: Drive RAS Pumps (4), Asset Type: Motor, Capacity: 15 HP, 480V DP enclosure, Manufacturer: Reliance Electric, Model Number: 01MAF99950,

7.2 (4) ea. – Dry Pit Submersible RAS Pump, Controls (Remove and Repair)

7.3 (4) ea. – Dry Pit Submersible WAS Pump, (Remove and Replace)

Asset # P-32, Function: WAS pumps 1 & 2, Waste Sludge Pumping, Asset Type: Pump, Capacity: 400 gpm @ 21 TDH, Manufacturer: Chicago Pump, Model Number: VPMCMB-44, Serial Number: AK-61-1159-R.H. & L.H.

Replace mechanical seals; replace pump bearings; replace suction gages; couplings should be removed and inspected. Replace mechanical seals, bearings.

7.4 (2) ea. – Dry Pit Submersible WAS Pump Motors, (Remove and Repair)

Asset # E-44, Function: Drive Waste Sludge Pump (2), Asset Type: Motors, Capacity: 5HP, 480V, 1740 RPM, Manufacturer: US Motor, Model Number: G869487 x 11 x 2520230F

7.5 (4) ea. - WAS Pump Control Panel, (Remove and Replace)
7.6 NOT USED

7.7 (7) ea. - Mag-meters, (Remove and Repair)

Asset # P-33, Function: Flowmeters (7), Asset Type: Flowmeters, Capacity: 8 IN, Manufacturer: ABB

7.8 (2) ea. - Sump Pumps and Controls, (Remove and Replace)

Asset # E-47, Function: Pump Water, Asset Type: Sump Pumps (2), Manufacturer: (1) Chicago Pump; (1) Zoeller Co Submersible.

7.9 (2) ea. - RAS and WAS Valve, Controls (Remove and Repair)

Asset # P-34, Function: RAS & WAS pumps and valves, Asset Type: Valves, Capacity: 8 IN, Capacity: 8 IN

7.10 (1) ea. - Diffuser Gas Cleaning System, (Remove, Inspect and Repair)

Asset # E-42, Function: Clean Diffusers, Asset Type: ControlPanel, Manufacturer: Sanitaire, Model Number: UL No. AD317489

7.11 (1) LS. - Electrical System, (Remove and Repair)

Asset # E-45, Function: Electrical Services, Asset Type: Electrical Equip, Capacity: 480 & 120 volt systems, Replace entire electrical distribution equipment including 480V, 225A PanelBoard; 10KVA 480-120/240V Transformer; 120V PanelBoard; Return pump and waste pump disconnect switches; cable troughs, wiring and conduit.

7.12 (9) ea. Fluorescent Lighting, conduit, wiring, and outlets (Remove and Replace)

Asset # E-46, Function: Provide Light, Asset Type: Lighting Fixtures, Capacity: 1 2 Lamp;
8 3-Lamp Fluorescent Fixtures, VERIFY DAMAGES- INELIGIBLE

7.13 (15) CLF. - Electrical Service Feeder, Wire (Remove)

Asset # E-59 - 175 Amp capacity, 360 FT. Replace conductors and conduit with new 2 in conduit with 3#2/0 copper conductors.

7.13a (360) LF. - Electrical Service Feeder, Conduit (Remove)

7.13b (360) LF. - Electrical Service Feeder, Conduit (Replace)

7.13c (15) CLF. - Electrical Service Feeder, Wire (Replace)

Staging (Temporary Power)

Provide temporary power lines to maintain plant operations during the electrical upgrade portion of the project. Design of temporary power connection to the existing electrical service will be at the discretion of the contractor.

Maintenance of Plant Operations

Contractor's temporary operations that will allow a specific treatment plant process to be shut-down while operations through the plant are maintained. This is at the Contractor's discretion, but could be a temporary submersible pump in the Primary Settling Tank sludge hopper pumping to the thickener line.

Site 8 of 9

DAMAGED FACILITY:

Kingslon WWTP - Pump Station

COUNTY: Ulster

LOCATION:

PA-02-NY-4085-PW-02506(0):

PUMP STATION

BACKGROUND:

The Pump Station system is located at the east end of the plant as indicated in the Navigation Exhibit attached to this PW. The purpose of this system is to pump influent wastewater to the head of the plant and introduce it to the treatment processes. Loss of the pump station would result in overflow of sewage in the pipe network upstream of the plant and increase exposure of pathogens to the public and surrounding environment. The elevation of assets within this system varies from floor level to above the first finished floor. For additional information, refer to the Detailed Inspection and Damage Assessment attachment.

Current Version:

PA-02-NY-4085-PW-02506(1):

*****Current Version (1)*****

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-02-NY-4085-PW-02506(0):

The Pump Station system was impacted by flooding which reached 174" above finished floor (AFF) in this structure. Sources of flooding included the door and conduits. The system was completely submerged and all assets were impacted.

- In order to assess damage, the plant was organized into systems based on location and function.

Impacted assets were inventoried according to their damage state, as follows: 5 - Asset destroyed - requires replacement. 4 - Asset damaged - asset may be repaired. 3 - Asset impacted - extent of damage unknown and further inspection required. 2 - Suspected impact - extent of damage unknown and further inspection required. 1 - Asset at risk - asset escaped impact due to emergency protective measures or will be impacted by a similar future event. A summary of the individual equipment damaged during the Disaster, and the condition of damage requiring replacement, repair or further inspection is provided in the table below.

- CONDITION 5 - Destroyed Equipment; requires replacement:

Safety Switches (2), Wall Mounted Heater Units (4), Lighting, Transformer (Eaton) and Transformer (Federal Pacific).

- CONDITION 4 - Damaged Equipment; may be repaired:

East Strand Pump Station Pumps (2), Bubbler Control Panel, Sump Pump and East Strand Pump Station Valves.

- CONDITION 3 - Impacted; further inspection required:

Motors (2), and Spare Pump.

Current Version:

PA-02-NY-4085-PW-02506(1):

*****Current Version (1)*****

DAMAGE DESCRIPTION Site 8 of 9 - East Strand Pump Station

BACKGROUND

The East Strand Pump Station is located at the East end of the plant. This structure contains a first floor utility room measuring 16 FT L X 16 FT W X 8 FT H, and a basement area measuring 16 FT L X 16 FT W X 20 FT H, that houses two wastewater pumps. The basement has a drywell side and a wet-well side each with their own set of stairs. The basement floor, walls and ceiling are constructed of cast in place concrete while the walls of the first floor are of double brick masonry. The purpose of this pump station is to pump influent wastewater to the head of the plant and introduce it to the treatment processes. Loss of the pump station would result in overflow of sewage in the pipe network upstream of the plant and increase exposure of pathogens to the public and surrounding environment.

The basement slab elevation of the East Strand Pump Station is 8.0 feet below mean sea level, and the first floor elevation is 6.3 feet above sea level. Flooding in the building reached an elevation of approximately nine feet. The majority of the flooding occurred through the door and conduits. The elevation of assets within this system varies from at floor level to above the first finished floor.

A summary of the equipment impacted is listed below.

- Three (3) Pumps and Motors (1 spare);
- Valves;
- Bubbler Control Panel;
- Four (4) Unit Heaters;
- Two (2) Safety Switches for Pumps;
- Two (2) Light Fixtures;
- 480-120/240V, 25kVA Transformer; and
- 480-120/240V, 45kVA Transformer.

SCOPE OF WORK:

PA-02-NY-4085-PW-02506(0):

WORK TO BE COMPLETED:

- Extensive restoration is necessary throughout this System to restore the WWTP to pre-disaster condition. In addition to cleaning and recoating the structures, and replacing electrical wiring and contacts, the following equipment and appurtenance will need to be replaced, repaired or require further inspection.

- Replace Safety Switches (2), Wall Mounted Heater Units (4), Lighting, Transformer (Eaton) and Transformer (Federal Pacific).

- Repair East Strand Pump Station Pumps (2), Bubbler Control Panel, Sump Pump and East Strand Pump Station Valves.

- Obtain equipment vendor services to inspect Motors (2), and Spare Pump to determine if they are operating within manufacture's specifications, or if they should be repaired or replaced.

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ARCADIS was selected to evaluate damages, and provide cost estimates and methods of restoration to repair/replace damaged equipment to pre-disaster design, function and capacity with current Codes and Standards. Additionally, ARCADIS provided cost estimates to restore the WWTP to pre-disaster function and capacity with hazard mitigation to prevent future damage caused by similar disasters. The results of ARCADIS's inspection, evaluation and recommendations are documented in a Report for restoring the Kingston Wastewater Treatment Plant.

This Project Worksheet is divided into eight Site Sheets conforming to the Report's grouping of damaged facilities into eight geographically based

Systems by function and location. They are:

Headworks,
Primary Sludge Pump Station,
Plant Water Pump Station,
Digester Building,
Sludge Control Building,
Control Building,
Secondary Sludge Pumping Station, and
Pump Station

The scope of work within each System is described in separate Site Sheets within the Project Worksheet. Each Site Sheet also provides an overview of the Systems location and function within the WWTP, and how loss of the System would affect the overall wastewater treatment process. Additionally, a Damage Description and Dimensions is provided to describe what caused the damage, how the System was damaged and what was damaged within the System. An eligible Scope of Work and Cost Estimate are also provided to restore damage within each System to pre-disaster condition with current Codes & Standards. Similarly, a Mitigation Scope and Cost Estimate for restoration are included for each System. The cost estimates have been developed at the individual asset level using a variety of data sources and updated to January 2013, including historical cost, equipment vendor quotes, RS Means, and ARCADIS's experience designing and restoring WWTP's with similar scopes of work. See additional detail provided in the attachment.

Current Version:

PA-02-NY-4085-PW-02506(1):

*****Current Version (1)*****

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-02-NY-4085-PW-02506(0):

ARCADIS inspected and evaluated the Kingston WWTP and documented their work in a Report with recommendations for restoring the Kingston Wastewater Treatment Plant to pre-disaster condition including hazard mitigation. ARCADIS estimated costs are computed using RS Means 2013, catalogue prices for equipment, construction contracts from prior low bidders, and productivity factors estimated in consultation with the City. Additionally, ARCADIS used "bare" prices from RSMeans as "base costs". Refer to PW Site Sheets for estimated cost to restore individual equipment damaged within a System, and estimated Lump Sum cost to restore all damage within a System. An RSMeans city adjustment factor was also applied to the "bare cost" for each System to account for markups applied to labor rates. Since markups, including workers comp, social security and other taxes and project overhead are 40% of the base labor rate for electricians, and labor accounts for 50 percent of the city adjustment; an RSMeans CostWorks 2013 city adjustment factor of 1.24 was applied for work in Kingston, NY. The total estimated cost for restoring eight treatment process Systems without hazard mitigation is \$594,840; and the total estimated cost for restoring eight treatment process Systems with hazard mitigation is \$1,009,186. Therefore, the estimated cost for mitigation is (\$1,009,186 - \$594,840) \$414,346.

A Cost Estimating Format (CEF) was applied to each cost estimate to account for the additional non-construction cost associated with the work. The total estimated contractor's cost for restoring the WWTP to pre-disaster condition without hazard mitigation is \$1,303,514; and the total estimated contractor's cost for restoring the WWTP including hazard mitigation is \$2,236,952.

Additionally, a Hazard Mitigation Proposal (HMP) is provided to reduce or eliminate the threat of future similar damage to eight treatment process Systems. Hazard Mitigation Funding under Section 406 (Stafford Act), Disaster Assistance Policy 9526.1, Appendix A, allows for up to 100% Hazard Mitigation Funding for potential mitigation measures that are pre-determined to be cost-effective for wastewater treatment facilities. They are "Elevation of equipment and controls that can be elevated easily" and "Dry or wet flood-proofing of buildings"; provided, the eligible cost for mitigation does not exceed the eligible cost to restore the eight damaged treatment process Systems to pre-disaster condition. The additional estimated cost for Hazard Mitigation is (\$2,236,952 - \$1,303,514) \$933,438; or [(\$2,236,952 - \$1,303,514) / \$1,303,514] 71.6% of total eligible cost to restore the WWTP to pre-disaster condition. See additional detail provided in the attachments.

Current Version:

PA-02-NY-4085-PW-02506(1):

*****Current Version (1)*****

This amendment was prepared to supersede the list of damaged items, scope of work, and project costs presented in the Version (0) project worksheet. Subsequent to the preparation of the Version (0) project worksheet the Applicant provided additional data and further details to more completely identify the damaged items at the facility. An onsite visit between FEMA and the applicant was performed on September 17, 2014, where additional findings of damage were identified to the Wastewater Treatment Plant (WWTP) and a Lower Cost Alternative solution approach was discussed as well as code and compliance upgrades. FEMA, the applicant, and Arcadis' Engineers, met again on December 2, 2014 where they discussed a request to modify the Scope, a budget increase, and period of performance extension.

The detailed damage description and scope will be reflected in the individual site sheets with a restatement of the original language outlined as the "Background" along with newly developed costs in each system. Only relevant information will be restated, however, all estimated prices/costs from the original Project will be replaced with this version as a new estimate was completed. The cost estimates have been developed at the individual asset level using a variety of data sources and includes vendor quotes, RS Means, and Arcadis' experience designing and restoring WWTPs with similar scopes of work.

NOTE: The facility numbers were originally written where the General Description Summary was placed at the end of the facilities and listed as Facility 9 rather than being listed as facility number 1. The version (1) will keep the same system numbers for the sake of uniformity.

Due to the need to restore power to the facility as quickly as possible in order to restore critical pumping of the raw sewage and the treatment process itself a complete tear down and inspection of the equipment were not performed. Most equipment was only wiped clean and vacuumed, and heaters and dehumidifiers were installed in the rooms to dry the equipment. The equipment has been operating since the storm and an increase failure rate has been noticed with equipment that was submerged or partially submerged from the floodwaters. Additional damage identified since the project worksheet (PW) was authorized, consists of submergence of the electrical conductors to Headhouse, Primary Sludge Pump Station, Plant Water Pump Station, Digester Building, Sludge Control Building, Secondary Sludge Pump Station, and East Strand Pump Station.

The attached publication by National Electrical Manufacturers Association outlines and makes recommendations for replacement of cables, conduits, and electrical components damaged by floodwaters.

Cables - (NEMA) that recommends actions for floodwater impacted equipment. This document recommends that cable suitable for wet locations that has ends or splices that have been exposed to water should be replaced or evaluated by a manufacturer for reconditioning. This NEMA publication only addresses water damaged conductors and indicates that typical floodwaters have unusual contaminants and pose an additional concern for the reliability of the conductors. The flood waters that infiltrated the facility were a mixture of sewage and salt water along with other unknown fluids (diesel fuel, gasoline, paint strippers, solvents and cooking oils are known potential contaminants in the vicinity of the Kingston WWTP) that may have been brought in with the surge of water. After the event, in order to restore the treatment process quickly, the WWTP staff meggered the primary feeder cables in the ductbank system to determine if they could be energized. The megger test is a non-destructive test that involves applying a DC voltage to the cable being tested. It is an insulation test to see if the insulation has been damaged in any way to cause a short circuit when normal power is applied to it. This test indicated that the insulation was okay to use immediately, however does not consider the long term effects of corrosion or future failure of the insulation due to floodwater contamination. Floodwaters have even been observed to penetrate between the copper conductor and the insulation. Contaminants in contact with the conducting material may begin to degrade the conductor under hidden conditions with the potential to cause immediate loss of power to the facilities critical treatment equipment.

If the cables are to be inspected, full removal of the cable from the conduit to allow for insulation inspection and provide draining of the space between the conductor and insulation would be required. In order to perform a complete tear down, inspection, testing and refurbishment of the cables, these cables will need to be taken completely out of service. This will require a temporary bypass of the equipment or process that is being serviced.

Conduits - Distorted conduit walls due to uneven water pressure during the flood, sand intrusion, and rusted metal flakes will likely damage conductors as they are removed. The pulling equipment utilized will likely damage the end of the conductors during removal and require shortening the cables. The shortened cables will no longer reach between the two original terminals. Each conductor also has a maximum tensile rating to prevent narrowing of the conductor due to the pulling force. It is impossible to know how much tension will be required to remove each conductor, due to all of the above factors. The time and effort that can be attributed to this removal, inspection and testing process can add up to many times the cost of simply replacing the conductors. ARCADIS recommends full replacement of the conductors.

This NEMA publication also recommends replacement of the fittings and boxes of the conduit system and reconditioning of the conduit itself pending manufacturer's inspection. Again the publication does not consider the contamination left behind from floodwaters. The ductbank system was surcharged with a mixture of sewage and salt water along with other unknown fluids and solids that may have been brought in with the floodwaters. Even with the pumping out of each conduit, the floodwaters left inside each conduit a solution of chemical contaminants that have remained and engrained themselves onto all surfaces. With the bulk of the conduits being rigid galvanized steel, the chemicals left behind have already begun to attack the surfaces of the conduit and other exposed metal systems. The conduits in each ductbank throughout the site need to be flushed, cleaned, swabbed and mandreled. This would require conductor removal. Additionally all manholes and handholes need to be cleaned and cable racks, pulling irons, grounding systems inspected cleaned and replaced if necessary. This will require at a minimum the removal of the cables inside each conduit, which will require the temporary shutdown of the electrical distribution or associated process equipment. Temporary power or processing will need to be incorporated into the work.

The conduit has likely lost the corrosion protection as required by NEC 300.6 due to the continued exposure to trace chemicals left behind after the floodwaters. To avoid the cost of removal and replacement of select fittings, testing of surfaces, and corrosion resistance, ARCADIS recommends removal and replacement of the conduit system for these locations.

With this newly identified damage and the current condition of the WWTP's emergency generators, ARCADIS has prepared an alternate solution, which provides an identical level of flood protection, a lower overall maintenance cost to the City and updates additional existing equipment to comply with current codes and standards for a lower estimated cost. The alternate Option "B" generally consists of the following modifications from a Replace-in-Kind solution, Option A. (See attached Appendix A Engineer's Opinion of Probable Construction Costs)

- Fixed equipment and electrical panelboards on half of the first floor of the Headhouse will be elevated above the critical elevation and installed on the second floor. This will enable the conference room, with more "disposable" furniture, to be placed on the first floor with a lower investment in floodproofing. The first floor will be dry-floodproofed to 12" above finished floor (el 6.0) and wet-floodproofed to an elevation of 72" above finished floor (el 11.0).
- As part of flood mitigation, the emergency generator located in the west half of the plant must be elevated to mitigate the damage in future floods. This current structure does have sufficient head space to elevate the equipment and due to NYS Building Code, no modification can be performed without correcting the current code issues (working space) with this installation (NFPA 37 4.1.2.2.2).

Thus a new pad, fuel storage, and enclosure would have to be constructed. Option B recommends elimination of this generator and providing a single generator at the current east generator location to handle the entire plant load.

- A new electrical distribution building will not need to be constructed for the Primary Sludge Pump Station, Headworks and Plant Water Pump Station, instead the foundation and roof from the existing west emergency generator location will be reutilized and the space will be enclosed, dry-flood proofed and conditioned.
- In order to compensate for the removal of the existing west emergency generator serving the Aeration Blowers, the emergency generator located in the east half of the plant will be increased in size to serve the entire facility. This existing generator set would require a flood mitigation protection measure of replacing the concrete pad and electrical conduit and conductor to get the critical components above the 11.0 flood elevation as a replace in kind measure.
- A single service entrance rated Automatic Transfer Switch and a single emergency generator for the entire plant will necessitate only the replacement of one set of emergency feeders.
- Electrical feeders to six electrical distribution panels and feeders from the west emergency generator were submerged during Superstorm Sandy. All of these conductors would require replacement due to submergence in the salt water surge created by the storm.

ARCADIS has prepared a cost estimate for the three options (approved PW, Replace in Kind Option A and a Lower Cost Alternative Option B) to demonstrate the differences and total cost of the proposed options as Attachment 2. The base costs in Attachment 2 were then put through the FEMA CEF worksheets (Attachments 3, 4, 5, and 6) to find the final project costs. The final costs are identified as shown in the following table: (Attachments 2-6 that are mentioned herein are included in the EMMIE Attachments named Arcadis Scope of Work 11-24-2014).

ARCADIS finds the Option B to be a lower cost alternative that:

- Provides an increased level of flood protection;
- Decreases required operation and maintenance effort by the City of Kingston by providing a new single generator and replacing two existing generators;
- Provides an upgraded facility electrical system that complies with relevant codes and standards and;
- Increases overall resiliency of the WWTP by providing a higher level of flood protection, a more robust and simplified electrical system, and hardens a number of the facilities.

General Description of Wastewater Treatment Facility

The liquid stream of the WWTP consists of the following unit processes:

- Screening;
- Grit Removal;
- Primary Clarification;
- Settled Sewage Pumping;
- Activated Sludge;
- Secondary Clarification; and
- Ultraviolet (UV) Disinfection.

The sludge handling systems of the WWTP consists of the following unit processes:

- Primary Sludge Pumping;
- Gravity Thickening of Primary Sludge;
- Waste Activated Sludge (WAS) Pumping;
- Gravity Thickening of WAS;
- Thickened Sludge Pumping;
- Anaerobic Digestion;
- Digested Sludge Pumping;
- Sludge Dewatering; and
- Sludge Drying/Pelletizing.

Wastewater flow enters the WWTP via three siphons from the Northside of Rondout Creek and one forcemain from the Southside of Rondout Creek. Flow then passes through the headworks (consisting of the screens and grit removal system) prior to entering the four primary clarifiers. The primary clarification effluent is pumped from a wet well to the aeration basins where it is mixed with return activated sludge. Mixed liquid from the aeration basins flows by gravity to the secondary clarifiers for final settling. Secondary clarifier effluent flows by gravity to the UV disinfection system. The final effluent is discharged into the tidal Rondout Creek, a New York State Department of Environmental Conservation (NYSDEC) Class C stream.

Sludge from the primary clarifiers is pumped first to the gravity thickener and then pumped into the anaerobic digesters. Waste activated sludge (WAS) from the secondary clarifiers is pumped directly into the anaerobic digesters. Digested sludge is pumped to and dewatered in the gravity belt thickener and belt filter press and then pumped to the sludge dryer/pelletizer where it is dried and stored before land application.

The overflow from the gravity thickener and a portion of the belt filter press filtrate are recycled back to the head of the plant. The remaining portion of the belt filter press filtrate and digester supernatant are recycled back to the primary settling tanks for treatment.

See the applicant's attachment "Kingston WWTP Navigation Exhibits" attached to the original project and individual site sheets for detailed descriptions of damages.

SCOPE OF WORK:

PA-02-NY-4085-PW-02506(0):

WORK TO BE COMPLETED:

The City of Kingston will employ a combination of Force Account Work and Vendor Contracts to restore the Kingston WWTP. Additionally, the City of Kingston may use the Design-Bid-Build method by requesting Professional Engineering Services to prepare contract documents (plans, specifications & cost estimates) of sufficient detail for competitive bidding to restore selected Systems to pre-disaster design including hazard mitigation, where appropriate. Additionally, Professional Engineering Services may be requested to assist during the bidding process, and provide Construction Administration and/or Design Services during Construction.

ATTACHMENTS:

Location/FIRMette/Aerial Maps,
Kingston WWTP Navigation Exhibits,
Kingston WWTP Photos,
City of Kingston Procurement Policy,
ARCADIS Project Narrative,
Overview of Asset Detail Inspection and Damage Assessment,
Equipment Operation & Maintenance Affidavit,
Detailed Inspection and Evaluation – Headworks,
Detailed Inspection and Evaluation - Primary Sludge Pump Station,
Detailed Inspection and Evaluation - Plant Water Pump Station,
Detailed Inspection and Evaluation - Digester Building,
Detailed Inspection and Evaluation - Sludge Control Building,
Detailed Inspection and Evaluation - Control Building,
Detailed Inspection and Evaluation - Secondary Sludge Pumping Station,
Detailed Inspection and Evaluation - Pump Station,
Existing 100-Year BFE Level of Protection,
Applicable Flood Protection and Hazard Mitigation Policy,
Hazard Mitigation Proposal,
Berm Material Test Results,
Sandbag Testing Results,
Civil Service Employees Pay Policy,
Contract Agreement between City of Kingston and ARCADIS for Professional Services,
CAMO WWTP Management Contract Agreement,
ASLAN Biosolids Production Contract Agreement,
CEF for Repair without Hazard Mitigation & with Hazard Mitigation.

PROJECT NOTES:

RECORD RETENTION: Complete records and cost documents for all approved work must be maintained for at least 3 years from the date the last project was completed or from the date final payment was received, whichever is later. Applicant is responsible for retention of all documentation associated with this project.

SUPPORTING DOCUMENTATION: 20% or more of the documentation to support this project has been reviewed and verified by the Applicant and Project Specialist for eligibility and correctness. The ARCADIS Report was validated on 7/1/13 and is attached to this Project Worksheet.

PROCUREMENT: The applicant is required to adhere to State Government Procurement rules and regulations and maintain adequate records to support the basis for all purchasing of goods and materials and contracting services for projects approved under the Public Assistance program, as stated in 44 CFR 13.36. The applicant has advised they have/will follow their normal procurement procedures.

PERMITS: The PA Project Specialist has advised the Applicant that it is their responsibility to obtain all applicable local, state and federal permits prior to any construction or debris disposal activity referenced on this project. Applicant has also been advised that the lack of obtaining and maintaining these documents may jeopardize funding.

INSURANCE: The applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy that may affect the total amount of the project.

DIRECT ADMINISTRATIVE COSTS: At this time, the sub-grantee has not requested Direct Administrative Costs (DAC) that is directly chargeable to this specific project. However, if the Applicant chooses to submit for DAC, they should keep a running log of the costs associated with developing this PW. The DAC may be presented by the Applicant for review and validation during project closeout.

Associated eligible work is related administration of the PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all federal awards and other sub-grantee activities and are not included in any approved indirect cost rates.

HAZARD MITIGATION MEASURES: ARCADIS has examined the Kingston WWTP, evaluated damage and investigated opportunities for mitigating damage by a similar disaster. Additionally, ARCADIS prepared a Report describing the method of restoration, including Hazard Mitigation where appropriate.

CODES and STANDARDS: Architects & Engineers (A/E) employ the following Codes and Standards for wastewater facilities:

- Recommended Standards for Wastewater Works, Great Lake and Upper Mississippi River Board (Ten States Standards)
- New York State Building Code
- NFPA 820 – Standard for Fire Protection for Wastewater Treatment and Collection Facilities
- NFPA 30 – Flammable and Combustible Liquids Code

Current Version:

PA-02-NY-4085-PW-02506(1):

*****Current Version (1)*****

WORK TO BE COMPLETED

GENERAL SCOPE OF WORK Site 9

The detailed damage description and scope will be reflected in the individual site sheets with a restatement of the original language outlined as the "Background" along with newly developed costs in each system. Only relevant information will be restated, however, all estimated prices/costs from the original Project will be replaced with this version as a new estimate was completed. The cost estimates have been developed at the individual asset level using a variety of data sources and includes vendor quotes, RS Means, and Arcadis' experience designing and restoring WWTPs with similar scopes of work.

The total estimated cost for restoring eight treatment process Systems back to pre-disaster condition without hazard mitigation is \$1,512,316 + \$52,100 contents = \$1,564,416; and the total estimated cost for restoring eight treatment process Systems with proposed hazard mitigation in the amount of \$1,246,863 is \$2,811,279. FEMA has provided a Cost Estimating Format (CEF) which includes factors in each cost estimate to account for the additional non-construction cost associated with the scope of work.

[((\$2,811,279 - \$1,246,863 HMP) = \$1,564,416 (rounded))] div \$1,246,863 = 80% of total eligible cost to restore the WWTP to pre-disaster condition. See additional detail provided in the CEF and attachments.

PROJECT NOTES:

VERSION REQUEST: A version request (1) was requested on 2/25/2015 and approved as VR-50.

HAZARD MITIGATION: The WWTP is located within the 100-year floodplain, in a Special Flood Hazard Area (SFHA). In accordance with the recommendations of FEMA 543, and in accordance with 44 CFR Part 9 Floodplain Management and Protection of Wetlands, Executive Order 11988, and Issue Paper #: 39, the preferred level of protection for the WWTP facility is the 0.2 percent annual chance, or 500-year, flood event. Currently a flood elevation for the 500-year flood event has not been identified for this area and FEMA has not identified a base flood elevation for this site. The 100-year flood elevation is eight feet above mean sea level NAVD88. FEMA 543 and ASCE 24-05 designate a level of protection of the 100-year plus two to three feet for critical infrastructure. In a meeting with FEMA and State Hazard Mitigation Specialists on February 28, 2013, the 100-year plus three feet level of protection was identified and approved. As such, the design flood elevation for consideration of permanent recovery and mitigation for this site is eleven feet NAVD88.

Additionally, a Hazard Mitigation Proposal (HMP) is provided to reduce or eliminate the threat of future similar damage to eight treatment process Systems. Hazard Mitigation Funding under Section 406 (Stafford Act), Disaster Assistance Policy 9526, 1, allows for up to 100% Hazard Mitigation Funding for potential mitigation measures that are pre-determined to be cost effective for wastewater treatment facilities. They are "Elevation of equipment and controls that can be elevated easily" and "Dry or wet flood-proofing of buildings"; provided, the eligible cost for mitigation does not exceed the eligible cost to restore the eight damaged treatment process Systems to pre-disaster condition. Applicant has provided a BCA with justification to document and justify costs proposed in excess of the 100% cap.

CONTENTS

Items listed as contents include:

Item # 1.1 - Valve Actuator

Item # 1.4 - Odor control Granules

Item # 1.6 - UV Lamps and Sleeves (94) each

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes
☒ NoSpecial Considerations included? ☒ Yes ☐ NoHazard Mitigation proposal included? ☒ Yes ☐ NoIs there insurance coverage on this facility? ☒ Yes ☐ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
1	0000	Work to be Completed	0/LS	\$ 0.00	\$ 0.00
2	9000	CEF Cost Estimate (See Attached Spreadsheet)	1/LS	\$ 1,303,514.00	\$ 1,303,514.00
		*** Version 1 ***			
		Other			
3	9999	"De-Obligate" Amount Obligated in Version Zero	1/LS	\$ -1,303,514.00	\$ -1,303,514.00
4	9000	CEF Cost Estimate (See Attached Spreadsheet)	1/LS	\$ 1,524,392.00	\$ 1,524,392.00
5	9009	Material	1/LS	\$ 52,100.00	\$ 52,100.00
6	0909	Hazard Mitigation Proposal	1/LS	\$ 1,438,805.00	\$ 1,438,805.00
				TOTAL COST	\$ 3,015,297.00

PREPARED BY RON KROLIKOWSKI

TITLE FEMA Project Specialist

SIGNATURE

APPLICANT REP. ~~Cindi Reinhardt~~ STEVE NOBLETITLE ~~Executive Director~~ MAYOR

SIGNATURE

Resolution 101 of 2016

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
AUTHORIZING AND ADOPTING A BOND ORDINANCE IN THE SUM OF \$2,210,000.00
FOR WASTE WATER TREATMENT PLANT PROJECTS**

Sponsored By: Finance and Audit Committee:

Aldermen: Koop, Will, Davis, Schabot, Brown

WHEREAS, request has been made for a bond in the amount of \$2,210,000.00 for the following Waste Water Treatment Plant project:

Aeration Blowers	\$810,000
Roof Repairs	570,000
Generator Upgrades	830,000 for a total of \$2,210,000.00; and

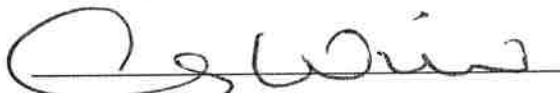
WHEREAS, this is in addition to the \$140,000.00 previously approved to bond for the projects.

**NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE
CITY OF KINGSTON, NEW YORK, AS FOLLOWS:**

SECTION-1. That the Common Council authorizes the amount of \$2,210,000.00 to be provided through General Municipal bonding to pay for the Waste Water Treatment Plant projects.

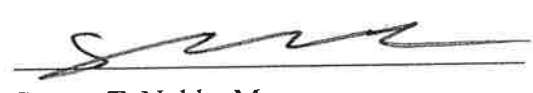
SECTION-2. This resolution shall take effect immediately.

Submitted to the Mayor this 6th day of
April, 2016


Carly Winnie, City Clerk

Adopted by Council on April 5, 2016

Approved by the Mayor this 6th day of
April, 2016


Steven T. Noble, Mayor

CITY OF KINGSTON
Department of Public Works
publicworks@kingston-ny.gov

Joseph A. Chenier, Superintendent



Steven T. Noble, Mayor

June 29, 2017

Hon. James Noble
President Common Council
420 Broadway
Kingston, NY 12401

Dear President Noble;

Attached please find a request for interdepartmental transfers for the Department of Public Works. This transfer will cover the cost of a contractor to replace and or repair 96 Cobrahead street light fixtures with equivalent LED fixtures.

Your assistance in this matter is greatly appreciated.

Sincerely,

Joseph A. Chenier
Superintendent Department of Public Works

Cc: Mayor Steven Noble
Comptroller John Tuey

FINANCE AND ECONOMIC DEVELOPMENT

Internal Transfer	<u>XX</u>	Contingency Transfer	<u> </u>
Transfer	<u> </u>	Authorization	<u> </u>
Budget Modification	<u> </u>	Bonding Request	<u> </u>
Claims	Zoning	Other	<u> </u>
Department:	Public Works	Date:	June 29, 2017
A1	Transfer To:	A1	Transfer From:
5182 14 5472	Street Lighting Contracted Serv	34,000.00	5182 14 5422 Street Lighting Electric 34,000.00
		34,000.00	34,000.00
For labor and material to replace existing Cobrahead street lights to LED equivalent.			
Estimated Financial Impact <u> </u>		Signature <u> </u>	

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CITY OF KINGSTON

Office of the Mayor

mayor@kingston-ny.gov

Steven T. Noble
Mayor



July 7, 2017

Honorable James Noble, President
City of Kingston Common Council
420 Broadway
Kingston, N.Y. 12401

Dear President Noble,

After recent discussions with the Federal Transit Administration and in an effort to continue to expand ridership, I would like to institute a half fare during non-peak hours, for all seniors over the age of 65. The rate of this fare would be \$.50. I would also request that the complementary Paratransit rate also be adjusted down to \$2.00.

I ask that you please send this to the appropriate committee for their review. Please see the new, revised fee schedule for Kingston Citibus.

REGULAR ROUTES (A,B,C)

\$1.00 rides in the City of Kingston
\$.50 half-fare rides in the City of Kingston
\$2.00 rides to Port Ewen
\$1.00 half-fare to Port Ewen

PARATRANSIT ROUTES

\$2.00 rides in the City of Kingston
\$4.00 rides in and to Port Ewen

Half-fare is allowed for seniors over the age of 65, persons with disabilities or those receiving Medicare. Proof will be required when boarding Citibus. Non peak hours are defined as those boarding the bus outside of 7:30am-9:30am and 4:30pm-6:30pm.

Thank you for your consideration.

Respectfully Submitted,

Steve Noble
Mayor

CITY OF KINGSTON
Kingston Fire Department
mbrown@kingston-ny.gov



Mark Brown, Fire Chief

Steven T. Noble, Mayor

June 28, 2017

Alderman at Large James Noble
City of Kingston Common Council
420 Broadway
Kingston, NY 12401

Dear Alderman at Large Noble:

Please consider the attached transfer of funds to cover the payment of time left on the books by a retiring Fire Fighter. Although this employee's retirement was expected, these funds represent \$20611.00 less than anticipated when we projected our 2017 Budget.

Amount:
\$33,354.00

To:
Fire Dept. Expense 3410.105 Retirement Accumulation

From:
Contingency

Sincerely,

Mark Brown
Fire Chief

cc: John Tuey, Comptroller
Douglas Koop, Chairman

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER _____ AUTHORIZATION _____ CLAIMS _____	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION _____ ZONING _____	TRANSFER _____ BONDING REQUEST _____ OTHER _____
DEPARTMENT <u>Kingston Fire Department</u> Description <u>Please consider the following transfer of funds:</u> DATE <u>06/28/17</u>		
Amount To: <u>\$33,354.00 A1341011.5105 Fire Retirement Accumulation</u>		
Amount From: <u>\$33,354.00 Contingency</u>		
Estimated Financial Impact _____ Signature <u></u> Mark Brown, Fire Chief		

Motion by _____

Seconded by _____

Action Required: _____

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman		
Reynolds Scott-Childress Ward 3		
Anthony Davis, Ward 6		
Steven Schabot, Ward 8		
Deborah Brown, Ward 9		

Winnie, Carly

From: Mair <mmills1299@aol.com>
Sent: Friday, July 07, 2017 11:28 AM
To: Jim Noble; Winnie, Carly; Sills, Dee
Cc: Debra Brown; Bill Carey
Subject: Communication

Please forward to the appropriate committee. A request is being made to hire independent council for the common council. Money is available through contingency. Money had been previously allotted in the 2016 budget, however, it was removed from the 2017 budget (see page 15 of budget). It has been confirmed that funds are available. The amount requested is \$10,000.00 same as previous allotment.

Thank you

Sent from my iPad

CITY OF KINGSTON
Kingston Fire Department
Building Safety Division
ttiano@kingston-ny.gov

Steven T. Noble, Mayor
Mark Brown, Fire Chief



Tom Tiano, Deputy Chief
Joe Safford, Zoning Officer

June 29, 2017

James Noble

Alderman at Large

City of Kingston

Mr. Noble:

I am sending this letter to address an issue that has just come to light. As you know, my office is responsible for upholding the codes adopted by the State of New York as well as the codes set forth by the City of Kingston. When we encounter a violation of these codes, a "Violation Notice/Order to Remedy" is sent out to the offending party with a time period to correct these violations. In the past, if the violation was not corrected, a fee was assessed by my department until the offending party comes into compliance. I have just found out from Corporation Counsel that the New York State Executive Law Section 382(2) that we were using to fee these violators can only be applied by the courts. This now takes away the only tool my department has to make someone comply with the Violation Notice, without going through the court system.

What I am requesting, is that the Common Council amend the City of Kingston Fee Schedule to include a "Failed Inspection Fee" of \$500.00 to be assessed each time an inspector has to follow-up to see that the violations have been corrected. Currently, there is no "Failed Inspection Fee", so this would help cover the cost involved with inspection visits, paperwork that the inspector must generate, time away from other duties, etc.. This will also allow my department to obtain compliance with the "Orders to Remedy" quicker once the offending party knows that we can once again fee and will continue to until the violation is corrected.

I thank you for your time and would be happy to address the committee on this matter.

Sincerely,

Thomas Tiano

Building Safety Division