

MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

CONTRACT AND SPECIFICATIONS

**INC. VILLAGE OF BAYVILLE
TOWN OF OYSTER BAY
NASSAU COUNTY, NEW YORK**

MAINTENANCE DREDGING

Project No: BAYV-CBMD24

MAYOR

Stephen Minicozzi

BOARD OF TRUSTEES

Aimee DiBartolomeo

Anne Walsh

Robert M. Nigro

Elisa Santoro

Peter B. Valsecchi

Robert E. De Natale

VILLAGE ADMINISTRATOR

Maria Alfano-Hardy

JUNE 20, 2024

Prepared by:

DRU ASSOCIATES, INC.

11 Salisbury Dr. N
Northport, NY 117731

MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

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SECTION 01 – NOTICE TO BIDDERS

MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

Notice is hereby given that SEALED PROPOSALS for:

MAINTENANCE DREDGING
Project No.: BAYV-CBMD24

NOTICE IS HEREBY GIVEN that **SEALED PROPOSALS** for "Maintenance Dredging" will be received by the Village Administrator of the Incorporated Village of Bayville at Village Hall, 34 School Street, Bayville, New York 11709, until 11:00 AM, Prevailing Time, on Thursday, July 11, 2024, at which time and place they will be publicly opened and read.

Plans and specifications may be obtained on or after June 20, 2024, via email by sending a request to: DredgeBayville@gmail.com, or by downloading them from the Village's website at: <https://bayvilleny.gov/news/bid-notice>

Each proposal must be accompanied by a certified check or bid bond in the amount of five percent (5%) of the bid amount, made payable to the INCORPORATED VILLAGE OF BAYVILLE, as assurance that the bid is made in good faith.

The Board reserves the right to reject any or all bids, waive any informalities in and to accept such bids which, in its opinion, are in the best interests of the Village.

Please note the Village office, website, and the project email DredgeBayville@gmail.com are the designated locations and means for distributing and obtaining all bid package information. All bidders are urged to register their interest at DredgeBayville@gmail.com to ensure receipt of all necessary information, including bid addenda. All bid addenda will be transmitted to registered plan holders via email.

BY ORDER OF THE BOARD OF TRUSTEES
INCORPORATED VILLAGE OF BAYVILLE

Maria Alfano – Hardy
Village Administrator

DATED: June 20, 2024

SECTION 02 – INFORMATION FOR BIDDERS
MAINTENANCE DREDGING
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BIDS FOR PROJECTS

Sealed proposals for MAINTENANCE DREDGING in the INC. VILLAGE OF BAYVILLE are hereby invited and will be received and considered by the Board of Trustees of the Inc. Village of Bayville, at the office of the Village Administrator, Village Hall, 34 School Street, Bayville, New York 11709, at 2:00 PM, Prevailing Time on July 11, 2024 at which time and place they will be publicly opened and read.

Use of the mails shall be at the bidder's own risk, and the bidder shall be responsible for physical delivery of the bid at the time and place set for opening of bids.

The Board of Trustees reserves the right to reject any or all bids for any reason, and with or without cause.

PLAN DEPOSITS

- (a) Deposits for plans and specifications (hard copies) will be completely refunded to bidders within ten (10) days after the date of receipt of bids, if requested.
- (b) Plans and specifications are available in electronic format for a non-refundable fee in accordance with the Notice to Bidders.

CERTIFIED CHECK OR BID BOND

Each bid must be accompanied by a certified check or bid bond in the amount of five percent (5%) of the total bid, made payable to the INC. VILLAGE OF BAYVILLE.

RETURN OF CERTIFIED CHECKS AND BID BONDS

The certified checks and bid bonds of all unsuccessful bidders will be returned upon demand after the execution of the contract; the certified check or bid bond of the successful bidder will be returned after the execution of the contract and furnishing of the required security and insurance.

PROPOSAL

The proposal contained herein shall be used in making out bids. Any proposal not in accordance with instructions, or containing bids not asked for, may be rejected. No proposal will be received from any bidder unless it is known to be skilled in work of a similar nature to that covered by this proposal. While separate prices are required for various items under this Contract, it is understood the Contract will be awarded as a whole unless otherwise indicated in the Proposal.

As the estimates of quantities of items stated in the Proposal are approximate only, bidders are required to submit their proposals upon and in the following express conditions, which shall apply and become a part of every proposal received.

SECTION 02 – INFORMATION FOR BIDDERS
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Bids will be compared by total amounts, said total amount being the sum of the products of the quantities, multiplied by the unit price bid for the various items, with due consideration being given to lump sum prices bid and for any contingent or optional items. Unbalanced bids may be sufficient cause for rejection.

Each bidder shall fill out in ink (in both words and figures) in the spaces provided, its unit or lump sum bid (as the case may be) for each item in said proposal for which it is submitting a bid. If there is any discrepancy between the prices in words and in figures, the prices in words shall govern as unit and lump sum prices.

No bid will be considered which does not include bids for all items in the proposal.

NAME OF BIDDER

Each bidder must state in its proposal its full name and business address, and the full name of every person, firm or corporation interested in the same, and the address of every person or firm, or president and secretary of every corporation interested with it. If no other person be so interested, it must distinctly state that fact; also that its proposal is made without any connection directly or indirectly with any other bidder for the work particularly mentioned in its proposal; that it is in all respects without fraud or collusion, and that no person acting for, or employed by, the Village is directly or indirectly interested therein, in the supplies or work to which it relates, or in any portion of the prospective profits thereof.

PERFORMANCE AND MAINTENANCE BOND

The successful bidder shall be required to furnish at the execution of the Contract an executed bond of a surety company authorized to do business in the State of New York, and approved by the Board of Trustees, in an amount equal to One Hundred Percent (100%) of the total bid comparison amount of the Contract, guaranteeing to the Village the faithful performance of the Contract, and payment of all claims for materials, labor and wages in connection therewith. Said bond based upon the actual amount of work completed shall remain in force for one (1) year after the final completion and acceptance of work under this Contract, and in such form as is acceptable to the Village.

SIGNATURE OF CONTRACTOR

The bidder to whom a contract may be awarded shall provide the office of the Village, with the surety bonds offered by it, within ten (10) days (Sunday excepted) after date of notification of the acceptance of its proposal (mailed by certified mail), and then sign the Contract for the work and furnish approved surety bonds for its performance.

VERBAL ANSWERS

The Village will not be responsible in any manner for verbal answers to any inquiries regarding the meaning of the Plans or Specifications given prior to the awarding of the Contract.

SECTION 02 – INFORMATION FOR BIDDERS
MAINTENANCE DREDGING
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WAIVER OF IMMUNITY

Attention of the bidders is hereby directed to the requirements of the General Municipal Law of the State of New York, and, in particular, to Chapter 94 regarding "Waiver of Immunity", as indicated in the Contract.

RESPONSIBILITY OF CONTRACTOR

Attention is hereby particularly directed to the provisions of the Contract whereby the Contractor will be responsible for any loss or damage that may happen to the work (or any part thereof) during its progress; and also whereby the Contractor shall make good any defects or faults that may occur during the progress of the work or within twelve (12) months after its completion and acceptance. Any progress payments made by the Village during the completion of this Contract by the Contractor shall not be a waiver of the foregoing provision.

QUALIFICATIONS OF BIDDER

1. The Board of Trustees reserves the right to waive any informalities in, or to reject, any and all bids. The Board reserves the right to reject any and all bids which do not conform to the Proposal, or upon which the bidders do not comply with the requirements of the Board as to their qualifications. The Contractor shall have completed at least five (5) projects on Long Island Sound of similar nature and of equivalent or greater size during the past five (5) years.

2. All bidders must prove to the satisfaction of the Board that they are reputable, reliable and responsible; that they possess the necessary qualifications (financial and otherwise) to complete the proposed work successfully; and that they have performed and completed successfully similar work to an extent which, in the opinion of the Board, will qualify them by experience to complete successfully the work proposed.

3. In determining the qualifications of a bidder, the Board will consider its record in the performance of any contracts entered into by it, for the work contemplated or of a similar nature, and may make such investigation as it deems necessary to determine the ability of the bidder to perform the work; and the bidder shall furnish to the Board all such information and data for this purpose as the Board may request.

4. The Board shall be the sole judge of the qualifications of the bidder and of the merits thereof, and reserves the right to reject any bid if the record of the bidder in the performance of contracts, payment of bills and meeting of obligations to subcontractors, materialmen or employees is not satisfactory to the Board, or if the evidence submitted by, or in the investigation of, such bidder fails to satisfy the Board that it is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

REGISTRATION WITH NEW YORK STATE DEPARTMENT OF LABOR

The Contractor shall not commence any work until it has registered the project with the New York State Department of Labor and has evidenced such registration to the Village.

SECTION 02 – INFORMATION FOR BIDDERS
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CONTRACTOR'S INSURANCE

The Contractor shall not commence any work until it has obtained, and had approved by the Village, all of the insurance specified per Section II, Paragraph 11 "Contractor's Insurance" and executed the required Hold Harmless Agreement as contained on Appendix B attached hereto. The Contractor shall not permit any subcontractor to commence any operation on the site until satisfactory proof of carriage of the above required insurance plus specified performance and maintenance bond has been posted with, and approved by, the Village.

COMPLETION OF WORK

Work is required to be completed to the satisfaction of the Supervisor, and in substantial accordance with the specifications hereunto annexed and the plans therein referred to.

LABOR RATES

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides (among other things), that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workers and mechanics employed on public work projects, including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the Wage Schedule, the difference shall be paid in cash to the employees.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides that the supplements to be provided to laborers, workers and mechanics upon public works "...shall be in accordance with the prevailing practices in the locality..." The amount for supplements listed on the Schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements. The Contractor shall provide statutory benefits for disability benefits, workers' compensation, unemployment insurance and social security.

WAGE RATES

The Contractor shall agree to accept the Wage Rates listed in these specifications and shall not pay less than the minimum hourly wage rates indicated.

BOARD OF TRUSTEES
INC. VILLAGE OF
BAYVILLE
Mayor Stephen Minicozzi
Robert De Natale
Aimee DiBartolomeo
Anne Walsh
Robert M. Nigro
Elisa Santoro
Peter B. Valsecchi

SECTION 03 – BIDDER’S DECLARATION

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TO: THE BOARD OF TRUSTEES
INC. VILLAGE OF BAYVILLE

BIDDER'S DECLARATION: The undersigned, as Bidder, declares that the only person or persons interested in this bid or proposal as principal or principals is or are named herein; and that no other person than herein named has any interest in this proposal or in the contract proposed to be taken; that this bid or proposal is made without any connections with any other person or persons making a bid or proposal for the same purpose; that the bid or proposal is in all respects fair and without collusion or fraud; that it has examined the site of the work, the Contract and Specifications and the Drawings referred to; and has read the Notice to Bidders, Information for Bidders and General Conditions hereto attached and fully understands all the same; and it proposes and agrees, if this proposal is accepted, it will contract with the Inc. Village of Bayville in the Contract accompanying this bid to furnish all the material, implements, etc., and to do all the work required in accordance with the Plans and as mentioned in said foregoing Information for Bidders, General Conditions, Notice to Bidders, Contract and Specifications; and it will accept in full payment therefor the following sums to wit.

I. Location of Work

The seabed in and around the Bayville Marina, Beach Creek Road in the Inc. Village of Bayville, Bayville, New York.

II. Scope of Work

The project elements are more fully described in Section 19 of this RFP and include maintenance dredging of the marina basin. The Work will be performed in a continuous operation with interruptions only due to weather or bona-fide emergencies. The Work includes mobilization and establishment of an on- land staging area, where all equipment and materials shall be stored when not performing the Work. The Mobilization will include removal and on land storage of any docks or pilings as determined by the contractor. The Work requires removing sediments from the seabed to the proscribed depths by mechanical equipment and dredge spoil disposal barge. The Work includes transfer of the sediments to the Western Long Island Sound Disposal site. At the conclusion of the project, the on land staging area will be returned to its pre-project condition.

Notification of the Village of the start of Work shall be via phone call (for emergency work) and an e-mail transmission of the work order for the service requested. A copy of the work order form is included in Appendix A. Contractor will be required to maintain the proper bonds and insurance as specified herein. Contractor shall guarantee workmanship and materials for a period of one (1) year upon completion of the work.

The Contractor shall arrange for all utility mark outs related to the work. Contractor shall confirm all mark- outs prior to starting any work.

III. Specifications

This contract is for the provision of removing sediments from the seabed in and around the Bayville Marina and disposing of same in Long Island Sound at the Western LIS disposal site.

1. Work and materials authorized by the Village, shall conform to the Specifications as set forth in Section 020000, below.
2. The Contractor shall have sufficient qualified personnel and equipment to perform the Work in one continuous operation.
3. Scheduled work must be completed in a timely fashion.
4. Work must be performed in strict compliance with New York State Department of Environmental Conservation Permits, Rules, and Regulations.
5. Work must be performed in strict compliance with U.S. Department of the Army, Corps of Engineers Permits, Authorizations, Rules, and Regulations.

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6. Work must be performed in strict compliance with Connecticut Department of Energy and Environment, Authorizations, Rules, and Regulations.
7. Contractor shall be required to provide written notification on the number of hours worked and a description of the work within 24 hours of completing the Work. Failure to provide this written account may subject the Contractor not being reimbursed for a portion or all of the claimed effort.
8. The Contractor shall abide with the terms of the Village's Energy Control/Lock Out, Tag I wOut Program, the Contractor's own Energy Control/Lock Out Tag Out Program and all other provisions of the governing law in order to protect its own employees as well as those of the Village.
9. Invoices submitted to the Village for payment (pursuant to Section 15) must be itemized to show hourly labor rate, total labor hours, material charges, and volumes of sediment removed and disposed at Long Island sound dump site (after submitting the volume of dredge spoil to Dru Associates, Inc ("Supervisor")). When any single item of material costs in excess of \$500.00, the Contractor must include a copy of the Contractor's original material invoice. An additional 7.5% of this cost for handling, profit, and overhead may be added to that item's cost. **Invoice payment will not be made without this information.**
10. Contractor shall comply with all OSHA regulations relative to safe operations for his work.

IV. Duration of Contract

From date of award to end of work, anticipated through December 31, 2024

V. Payment

Contractor shall, pursuant to the Permit process, report the volume of dredge spoil to the Supervisor and complete the Village Voucher (as set forth in Section 15). Contractor shall be paid per cubic yard of confirmed volumes of sediment removed and disposed at the Western Long Island Sound disposal site, for the Maintenance Dredging, and shall keep payment accounting records and work records to establish, the volume of sediment removed, and shall keep records to show any instance where the volume of sediment removed exceeds the estimates done through permitting for potential additional payment to be made by Village. The Village or Supervisor may conduct post-project surveys to determine the amount and volume of sediment dredged and may adjust the amount of payment accordingly.

The Contractor, when authorized in writing by the Village, to perform emergency repairs will only be reimbursed for the actual labor and equipment provided and based on the confirmed volumes of sediment removed and disposed at Long Island Sound Disposal site. Payment will be made in accordance with the unit pricing schedule established in Section VI A & B of this document. Labor and equipment reimbursement (where hourly rates are applied) will be based on the actual time spent at the work location. Mobilization to the work site shall be paid in accordance with the lump

SECTION 04 – PROPOSAL

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sum amount under Item 1A.

Payment for non-emergency work shall be at the lump sum prices established in Section VI C & D of this document.

Payment shall only be made by the Village upon Contractor fulfilling the applicable Payment Procedures pursuant to Section 15 herein.

VI. Bidders' Proposal / Declaration

The party named as Bidder declares that the only person or persons interested in this bid or proposal as principal or principals is or are named herein; and that no other person than herein named has any interest in this proposal or in the contract proposed to be taken; that this bid or proposal is made without any connections with any other person or persons making a bid or proposal for the same purpose; that the bid or proposal is in all respects fair and without collusion or fraud; that it has examined the site of the work, the bid documents hereto attached; and it proposes and agrees, if this proposal is accepted, it will contract in the form as approved to perform all the work mentioned in said bid documents; and it will accept in full payment therefore the following sums to wit:

A. Labor Price Schedule: See Appendix D.

B. Equipment: Do not include any manpower effort in Section B. Unit prices for equipment shall include overhead & profit.

C. Miscellaneous Tasks (*Furnished and Installed, as needed*): [To be added to Bid Response Document].

D. Performance Bond (*Based upon the estimated total sum of sections A, B, C, & D*):

[To be added to Bid Response Document]

SECTION 04 – PROPOSAL

MAINTENANCE DREDGING
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Notes:

- ◆ *Quantities provided are estimates only and will vary. Actual equipment and material cost will vary based on work authorized in writing by the Village.*
- ◆ *The qualified bidder will be required to provide the appropriate references (5 minimum) and documentation of qualifications.*
- ◆ *The Village Board reserves the right to award work that serves in the best interest to the Village. **Unbalanced bids will be rejected.***
- ◆ *The Village reserves the right to do some of the work with its own personnel, and this contract is only for the additional work it cannot or will not handle.*
- ◆ *The Village reserves the right to bid projects similar in nature to the scope herein, if doing so would be in the best interest of the Village or when monies allocated to a specific project are not part of the operating budget for this contract.*

SUMMARY BID SHEET (TO BE INCLUDED WITH BID RESPONSE DOCUMENTS)

MOBILIZATION/DEMOBILIZATION DREDGE EQUIPMENT (Lump sum) \$ _____

DOCK/PILING REMOVAL and REPLACEMENT (Lump sum) \$ _____

SEDIMENT REMOVAL/DISPOSAL (Total) \$ _____

Includes all dredging/disposal in Western Long Island Disposal Site priced per CYD.

COMPLIANCE REPORTING (Lump sum) \$ _____

Includes reporting per permit regulations and surveying

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FIRM NAME: _____

FIRM ADDRESS: _____

SIGNED BY: _____ TITLE: _____

PRINT NAME: _____ DATE: _____

PHONE: _____ FAX: _____

E-MAIL: _____

FEDERAL I.D. NO. OR
SOCIAL SECURITY NO.: _____

THE INC. VILLAGE OF BAYVILLE RESERVES THE RIGHT TO AWARD THIS CONTRACT BASED ON EITHER THE TOTAL BID OR ANY COMBINATION OF ITEMS. THE VILLAGE RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

WITHIN TEN (10) DAYS (SUNDAYS AND LEGAL HOLIDAYS EXCEPTED) AFTER ACCEPTANCE OF THIS BID BY THE VILLAGE, THE BIDDER SHALL EXECUTE THE CONTRACT. THE BIDDER SHALL FURNISH THE REQUIRED BONDS AND INSURANCES TO THE VILLAGE’S ATTORNEY WITHIN THE SAME TIME FRAME.

THE BIDDER REPRESENTS HERewith THAT HE IS AWARE OF THE WORKING CONDITIONS, HAS CAREFULLY REVIEWED THE PROPOSAL AND SPECIFICATIONS, HAS CHECKED AND CERTIFIES THE ACCURACY OF THE BID.

THE CONTRACTOR SHALL COORDINATE ALL WORK WITH THE VILLAGE TO MINIMIZE DISTURBANCES TO VILLAGE OPERATIONS.

SECTION 05 – BID SECURITY

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Enclose certified check or bid bond for five percent (5%) of the bid total as stipulated in the foregoing "Information for Bidders".

The Bidder hereby agrees to enter into a Contract with the Board of Trustees of the Inc. Village of Bayville within ten (10) days (Sundays excepted) after due notice from the Board of Trustees that the Contract has been awarded to it and is ready for signature; such notice to be given in writing within forty-five (45) days of opening of the bids (unless a moving fee is contained on the Proposal pages, and then to the last time interval of any moving fee contained on the Proposal pages); and, on the signing of such Contract by the Bidder, to furnish the indemnifying bonds as provided in the Contract.

The Bidder hereby further agrees that in the event of its failure or refusal to enter into a contract in accordance with this bid within ten (10) days after due notice from the Board of Trustees that the Contract has been awarded to it and is ready for signature, as given in accordance with the "Information for Bidders" and/or its failure to execute and deliver the bond for the full amount of the Contract price, as provided in said "Information for Bidders", the Bidder's check or bid bond which is herewith deposited with the Board of Trustees shall (at the option of said Board) become due and payable as ascertained and liquidated damages for such default; otherwise, said check or bid bond will be returned to the undersigned.

The full names and residences of all persons and parties interested in the foregoing bid as principals are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

NAME OF BIDDER: _____

BUSINESS ADDRESS OF BIDDER _____

DAY: _____ EVENING: _____

DATED AT: _____ THE _____ DAY OF __, 20__

SECTION 06 – INDEMNITY, LIMITATION OF LIABILITY
MAINTENANCE DREDGING
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1.0 - INDEMNITY

The Contractor and all subcontractors performing work in connection with this Contract shall HOLD HARMLESS, INDEMNIFY and DEFEND the Owner and Dredge Management Supervisor (“Supervisor”), their consultants and each of their officers, agents and employees from any liability, claims, losses or damage including reasonable costs of defense arising out of or alleged to arise from the Contractor’s or subcontractor’s negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the Owner, Supervisor or their officers, agents and employees. Contractor shall execute the Hold harmless provisions attached hereto as Appendix C with its proposal/bid response.

2.0 - LIMITATION OF LIABILITY

The Contractor and all subcontractors agree to limit the liability of the Owner and the Supervisor due to the Supervisor’s professional negligent errors or omissions such that the total aggregate liability of the Supervisor to those named shall not exceed Fifty Thousand Dollars (\$50,000) or five percent (5%) of the Contract award amount, whichever is greater.

3.0 - NO CLAIM FOR DELAY

The Contractor and all subcontractors agree to HOLD HARMLESS from any and all claims for loss or damages of any nature against the Owner or Supervisor for delays in commencement, performance or completion of the Contract, regardless of whether said delays are, or may be, caused by the Owner, Supervisor or any governmental agency.

SECTION 07 – NON-COLLUSIVE BIDDING CERTIFICATE
MAINTENANCE DREDGING
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NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Section 103-D of the General Municipal Law, the Contractor makes the following statement under penalty of perjury, and by submission of this bid or proposal, the Bidder certifies that:

(a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the bids or proposals for this project to any other bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) the person signing this bid or proposal certified that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well as to the person signing in its behalf; (e) attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of the bid or proposal on behalf of the corporate bidder.

Resolved that _____ be
(Name of Corporation)
authorized to sign and submit the bid or proposal of this corporation for the following project:

MAINTENANCE DREDGING PROJECT NO.: []
(Name of Project)

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-D of the General Municipal Law as the act and deed of said corporation; and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

* * * * *

The foregoing is a true and correct copy of the resolution adopted by _____ at a meeting of its Board of Directors held on the ___ day of _____, 20__.

Secretary: _____

Respectfully submitted,

FIRM NAME: _____

FIRM ADDRESS: _____

SIGNED BY: _____

TITLE: _____

SECTION 08 – VENDOR RESPONSIBILITY QUESTIONNAIRE
MAINTENANCE DREDGING
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Vendor Responsibility Questionnaire begins on the following page.

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

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

COMPLETION & CERTIFICATION

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

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

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

DEFINITIONS

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

RESPONSES

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

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

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

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

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

BUSINESS CHARACTERISTICS

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

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

			Current

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

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

CONTRACT HISTORY	
3.0 Has the <u>Business Entity</u> completed any <u>construction</u> contracts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," list the ten most recent <u>construction</u> contracts the <u>Business Entity</u> has completed using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc. If less than ten, include most recent subcontracts on projects up to that number.</i>	
3.1 Does the <u>Business Entity</u> currently have uncompleted <u>construction</u> contracts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," list all current uncompleted <u>construction</u> contracts by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc. Note: Ongoing projects must be included.</i>	

INTEGRITY – CONTRACT BIDDING	
<i>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</i>	
4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Had any bid rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a proposed subcontract rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Had a low bid rejected on a <u>government contract</u> for failure to make <u>good faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.6 Initiated a request to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>	

Yes
 No

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
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INTEGRITY – CONTRACT AWARD

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

0	Defaulted on or been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any contract?	0
1	Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any <u>government contract</u> ?	0
2	Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any <u>government entity</u> ?	0
3	Had its surety called upon to complete any contract whether government or private sector?	0
4	Forfeited all or part of a standby letter of credit in connection with any <u>government contract</u> ?	0

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

V. INTEGRITY – CONTRACT AWARD

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

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

VI. CERTIFICATIONS/LICENSES

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

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

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

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

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

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

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

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

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

7.6 Other than previously disclosed, been the subject of any <u>citations</u> , notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: <ul style="list-style-type: none"> <input type="checkbox"/> <u>Federal</u>, state or local health laws, rules or regulations; <input type="checkbox"/> <u>Federal</u>, state or local environmental laws, rules or regulations; <input type="checkbox"/> Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; <input type="checkbox"/> Any labor law or regulation, which was deemed willful; <input type="checkbox"/> Employee Retirement Income Security Act (ERISA); <input type="checkbox"/> <u>Federal</u>, state or local human rights laws; <input type="checkbox"/> <u>Federal</u>, state or local security laws? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
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For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

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

VIII. LEADERSHIP INTEGRITY

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

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

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

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

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

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

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

FREEDOM OF INFORMATION LAW (FOIL)	
<p>10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).</p> <p><i>Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><i>If "Yes," indicate the question number(s) and explain the basis for the claim.</i></p>	

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

Certification

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

The undersigned certifies that he/she:

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

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____
day of _____, 20____;

Notary Public

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

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

Agency/Owner		Award Date	Amount	Date Completed
Contact Person	Telephone No.	Designer Architect and /or Supervisor		
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
Agency/Owner		Award Date	Amount	Date Completed
Contact Person	Telephone No.	Designer Architect and /or Supervisor		
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
Agency/Owner		Award Date	Amount	Date Completed
Contact Person	Telephone No.	Designer Architect and /or Supervisor		
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
Agency/Owner		Award Date	Amount	Date Completed
Contact Person	Telephone No.	Designer Architect and /or Supervisor		
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
Agency/Owner		Award Date	Amount	Date Completed
Contact Person	Telephone No.	Designer Architect and /or Supervisor		
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable

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

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

Agency/Owner		Award Date	Amount	Date Completed
Contact Person	Telephone No.	Designer Architect and /or Supervisor		
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
Agency/Owner		Award Date	Amount	Date Completed
Contact Person	Telephone No.	Designer Architect and /or Supervisor		
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
Agency/Owner		Award Date	Amount	Date Completed
Contact Person	Telephone No.	Designer Architect and /or Supervisor		
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
Agency/Owner		Award Date	Amount	Date Completed
Contact Person	Telephone No.	Designer Architect and /or Supervisor		
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
Agency/Owner		Award Date	Amount	Date Completed
Contact Person	Telephone No.	Designer Architect and /or Supervisor		
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable

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

Vendor Name:

NYS Vendor ID:

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

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

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:

Agency/Owner							Award Date		Completion Date	
Contact Person				Telephone No.		Designer Architect and /or Supervisor				
Contract No.		Prime or Sub		Joint Venture (JV) Name, if applicable			EIN of JV, if applicable			
				Total Contract Amount		Amount Sublet to others		Uncompleted Amount		
Agency/Owner							Award Date		Completion Date	
Contact Person				Telephone No.		Designer Architect and /or Supervisor				
Contract No.		Prime or Sub		Joint Venture (JV) Name, if applicable			EIN of JV, if applicable			
				Total Contract Amount		Amount Sublet to others		Uncompleted Amount		
Agency/Owner							Award Date		Completion Date	
Contact Person				Telephone No.		Designer Architect and /or Supervisor				
Contract No.		Prime or Sub		Joint Venture (JV) Name, if applicable			EIN of JV, if applicable			
				Total Contract Amount		Amount Sublet to others		Uncompleted Amount		
Agency/Owner							Award Date		Completion Date	
Contact Person				Telephone No.		Designer Architect and /or Supervisor				
Contract No.		Prime or Sub		Joint Venture (JV) Name, if applicable			EIN of JV, if applicable			
				Total Contract Amount		Amount Sublet to others		Uncompleted Amount		

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

Vendor Name:

NYS Vendor ID:

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

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

NYS Vendor ID: _____

As of Date: _____

ASSETS

Current Assets

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

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

NYS Vendor ID: _____

12. Fixed Assets

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

13. Other Assets

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

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

NYS Vendor ID: _____

LIABILITIES

Current Liabilities

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

SECTION 08 - VENDOR RESPONSIBILITY

MAINTENANCE DREDGING

PROJECT NO. BAYV-CBMD24, June 20, 2024

AUGUST __, 2021

27. Other Liabilities

Other (list)

\$ -

\$ -

Total Other Liabilities

\$ -

28. TOTAL LIABILITIES

\$ -

NET WORTH

29. Net Worth (if proprietorship or partnership)

\$ -

30. Stockholders' Equity

Common stock issued and outstanding

\$ -

Preferred stock issued and outstanding

\$ -

Retained earnings

\$ -

Total

\$ -

Less: Treasury stock

\$ -

31. TOTAL STOCKHOLDERS' EQUITY

\$ -

32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY

END OF SECTION

SECTION 09 - IRAN DIVESTMENT ACT
MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

IRAN DIVESTMENT ACT CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Dated: _____

(Name of corporation or partnership)

(Signature of Individual)

(Officer stating title) (Partner)

(Print Name of Individual)

END OF SECTION

SECTION 10 – QUALIFICATIONS OF BIDDERS
MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

**INC. VILLAGE OF BAYVILLE
TOWN OF OYSTER BAY
NASSAU COUNTY, NEW YORK**

The Village may make such investigation as the Village deems necessary to determine the responsibility of any Bidder or to determine the ability of any Bidder to perform the Work. Bidders shall furnish to the Village all information and data required by the Village, including complete financial data, within the time and in the form and manner required by the Village. The Village reserves the right to reject any bid if the evidence required by the Village is not submitted as required or if the evidence submitted by or the investigation of any Bidder fails to satisfy the Village that the Bidder is responsible, or is able or qualified to carry out the obligations of the Contract or to complete the Work as contemplated. At the discretion of the Village, any bidder may be required to complete and submit the enclosed New York State Uniform Contracting Questionnaire to assist in determining the bidder’s qualifications.

The following is a list showing the name of the Owner, Location, Date of Construction, General Description of Work, Amount of the Contract and Contract Period for projects of similar nature in size, construction method and construction procedure, which have been completed by the undersigned as the prime contractor, and which have been in operation for a period of not less than one year, (minimum of five such projects).

Project No.1

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period:

SECTION 10 – QUALIFICATIONS OF BIDDERS
MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

Project No.2

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

Project No.3

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

Project No.4

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

SECTION 10 – QUALIFICATIONS OF BIDDERS
MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

Project No.5

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

The following is a list of the major areas of construction work under this contract to be performed by subcontractors to the bidder, showing the Type of Work and the name of the Owner, Location and Date of Construction for work of similar nature in size, construction method and construction procedure, which have been completed by the undersigned , and which have been in operation for a period of not less than one year, (minimum of five such projects).

Subcontractor Name: _____

Type of Work: _____

<u>Owner</u>	<u>Contact Name</u>	<u>Phone Number</u>	<u>Location</u>	<u>Contract Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SECTION 10 – QUALIFICATIONS OF BIDDERS
MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

Subcontractor Name: _____

Type of Work: _____

<u>Owner</u>	<u>Contact Name</u>	<u>Phone Number</u>	<u>Location</u>	<u>Contract Amount</u>

The Inc. Village of Bayville reserves the right to reject any and all bids which do not include a completed qualifications section and/or do not meet the necessary qualifications criteria, for both prime contractor and subcontractors, as described within this qualifications section, for construction work to be performed and completed as required by the contract documents.

BIDDER

FIRM NAME: _____

ADDRESS: _____

PREPARED BY: _____

SIGNED BY: _____

TITLE: _____

SECTION 11 – CONTRACTOR’S RESPONSIBILITY
MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

It is the Contractor’s responsibility to inform the Supervisor in advance when a situation arises that forces the Contractor to cancel work for a given day. For example, if the Contractor informs the Supervisor that he will be on the job on a certain day and then has to cancel the appointment because he cannot obtain certain materials or equipment, including equipment breakdowns and weather delays, it is the Contractor’s responsibility to inform the Supervisor of these latest developments and to let him know that construction observation services will not be needed for that day.

In the event that the Supervisor is not given ample warning of such a cancellation and, as a result, unnecessary time is spent sending field personnel out to the project site to observe the previously scheduled construction, sufficient funds will be deducted from monies due the Contractor to reimburse the Supervisor for his wasted time.

By the same token, sufficient funds will be deducted from monies due the Contractor to reimburse the Supervisor for any services rendered in the field or in the office regarding work that had to be performed a second time due to substandard work on the part of the Contractor on the original work.

SECTION 11 – CONTRACTOR’S RESPONSIBILITY
MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

CONTRACT IN QUADRUPLICATE FOR ___ DATED____, 20____, BY AND BETWEEN THE
INC. VILLAGE OF BAYVILLE, VILLAGE HALL, 34 SCHOOL STREET, BAYVILLE, NASSAU
COUNTY, NEW YORK, 11709 (herein called the "Village"), and_____
_____(herein called the "Contractor").

WITNESSETH, that the Village and the Contractor, in consideration of the premises and of
the mutual covenants, considerations and agreements herein contained, agree as follows:

This Contract is hereby awarded to the Contractor for the work and material called for under
this bid in the Proposal section of the Contract and designated as Items:

and if required by the Supervisor, items:

SECTION 11 – CONTRACTOR’S RESPONSIBILITY
MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

1. CONTRACT DOCUMENTS AND DEFINITIONS

The "Notice to Bidders", "Information for Bidders", "Proposal", Contract, Specifications and Plans (together with any addenda) shall form part of this Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

The titles, headings, headlines, and marginal notes contained herein are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer. Whenever the term "Contract Documents" is used, it shall mean and include this Contract, the Plans, Specifications, any addenda, the "Notice to Bidders", "Information for Bidders" and Proposal. In case of any conflict or inconsistency between the provisions of the Contract and those of the Specifications, the provisions of this Contract shall govern.

(a) Work - The term "work" as used herein refers to all of the work proposed to be accomplished at the site of the project and all such other work as is in any manner required to accomplish the complete project; and includes all plant, labor, materials, supplies, equipment and other facilities and acts necessary or proper for, or incidental to, the carrying out and completion of the terms of this Contract. The term "work performed" shall be construed to include material delivered to, and suitably stored at, the site of the project.

(b) Extra Work - The term "extra work" as used herein refers to, and includes, all work required by the Village which, in the judgment of the Supervisor, involves changes in, or additions to, work required by the Plans, Specifications and any addenda in their present forms.

(c) Subcontract - The term "subcontractor" shall mean any person, firm or corporation supplying labor and material for work at the site of the project, but not including the parties to this Contract.

(d) Dredge Management Supervisor - In the performance of the work, the Village shall be represented by Dru Associates, Inc. (herein called the "Supervisor"), or another entity that may be appointed by the Village.

(e) Notice - The term "notice" as used herein shall mean and include written notice. Written notice shall be deemed to have been duly served when delivered to or at the last known business address of the person, firm or corporation for whom intended or to his, their or its duly authorized agent, representative or officer; or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm or corporation at his, their or its last known business address and deposited in a United States mailbox.

(f) Directed, Required, Approved, Acceptable - Whenever they refer to the work or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import shall imply the direction, requirement, permission, order, designation or prescription of the Supervisor; and "approved", "satisfied" or "satisfactory", "in the judgment of", and words of like import shall mean approved or acceptable to, or satisfactory to, in the judgment of the Supervisor.

SECTION 11 – CONTRACTOR’S RESPONSIBILITY
MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

2. SCOPE OF THE WORK

The Contractor will furnish all plant, labor, material, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the work contemplated by this Contract as required by, and in strict accordance with the applicable plans, specifications and addenda prepared by the Supervisor and/or required by, and in strict accordance with, such changes as are ordered and approved pursuant to this Contract, and will perform all other obligations imposed on it by this Contract.

3. COMPENSATION TO BE PAID TO THE CONTRACTOR

(a) Agreed Prices - It is understood and agreed that the Contractor will accept as payment in full, the summation of confirmed volumes of sediment removed and disposed at Long Island sound dump site, as determined by the Supervisor's measurements and post-project surveys conducted by the Village.

(b) Extra Work - The Village may, at any time, by a written order and without notice to the sureties, require the performance of such extra work or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work (as so ordered) shall be determined as follows:

(1) by such applicable unit prices (if any) as set forth in the Contract; or

(2) if no such unit prices are set forth, then by unit prices or by a lump sum mutually agreed upon by the Village and the Contractor; or

(3) if no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum, then by actual net cost in money to the Contractor of the materials, permits, wages or applied labor, premiums for Workers' Compensation Insurance, payroll taxes required by law, rental for plant and equipment used (excluding small tools) to which total cost will be added fifteen percent (15%) as full compensation for all other items of profit, costs and expenses, including administration, overhead, superintendence, insurance, insurance other than Workers' Compensation Insurance, material used in temporary structures, allowances made by the Contractor to subcontractors, additional premiums upon the Performance Bond of the Contractor and the use of small tools.

(4) for each Subcontractor, or Sub-Subcontractor involved, the Work performed by the Subcontractor’s own forces, mark-up shall not exceed Five (5%) percent of the value of materials and labor for overhead, and an additional Ten (10%) of the value of materials, labor and overhead for profit.

4. DELETED WORK

(a) The Village reserves the right to delete portions of the Work, which shall result in a reduction to the Total Contract Price. In the event that the Supervisor issues a Notice of Proposed Change Order which would result in a reduction in the amount, type or value of the Work, Contractor shall submit a Change Order Proposal, which proposal would reflect a credit in the amount payable to Contractor and

SECTION 11 – CONTRACTOR’S RESPONSIBILITY

MAINTENANCE DREDGING

PROJECT NO. BAYV-CBMD24, June 20, 2024

a schedule adjustment for the portion of the Work to be deleted.

(b) The credit submitted in the Change Order Proposal which will result in a reduction to the Total Contract price must be based on the scheduled values or upon a demonstrated reasonable cost associated with that portion of the Work being deleted, and including any savings associated with a schedule adjustment. With respect to the deletion of work which was to have been performed by Contractor’s own forces: (1) the credit shall also include the Contractor’s combined overhead and anticipated profit associated with that work at the rate of fifteen (15%) of the direct labor and materials. With respect to the deletion of work which was to have been performed by a Subcontractor of Supplier, the credit shall include: (1) an additional Five (5%) percent of the amount thereof, representing Contractor’s overhead, administration, and profit on that portion of the work; and (2) fifteen (15%) percent of the amount of the deleted work, representing the Subcontractor’s or Supplier’s overhead and profit on that portion of the work. The above noted percentages shall apply unless the Supervisor determines that a different percentage for overhead and/or profit is appropriate.

5. TIME OF THE ESSENCE

In as much as the provisions of this Contract relating to the time for performing and completion of the work are for the purpose of enabling the Village to proceed with the construction of a public improvement in accordance with a predetermined program, such provisions are of the essence of this Contract.

6. COMMENCEMENT OF WORK

The Contractor agrees that it will commence work within the timeframe and dates allowed by the project permits, which dates will be made part of the project contract.

7. TIME FOR COMPLETION

The time for completion of this Contract shall be as indicated on the Proposal sheets, and the date of such completion shall be the date of the final payment request hereinafter specified and will adhere to the timeframe of the project permits.

The Village reserves the right to order the Contractor to suspend operations when, in the opinion of the Supervisor, improper weather conditions make such action advisable; and to order the Contractor to resume operations when weather and ground conditions permit. The days during which such suspension of work is in force are not chargeable against the specified completion time.

8. LIQUIDATED DAMAGES FOR DELAY

The time limit being essential to, and of the essence of, this Contract, the Contractor hereby agrees that the Village shall be, and is, hereby authorized to deduct and retain out of the money which may be due or may become due to said Contractor under this agreement, the sum indicated on the Proposal sheets; which amount is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages, including overhead charges, services, inspector's wages and interest on the money invested the Village will suffer by reason of such default, for each and every day during which the aforesaid work may be incomplete over and beyond the time herein stipulated for its completion;

SECTION 11 – CONTRACTOR’S RESPONSIBILITY

MAINTENANCE DREDGING

PROJECT NO. BAYV-CBMD24, June 20, 2024

provided, however, that the Village shall have the right to extend the time for the completion of said work.

9. EXTENSIONS OF TIME: NO WAIVER

If the Contractor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, Acts of God or of any public enemy, acts or neglect of the Village, acts or neglect of any other contractor, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotion or freight embargoes, the period herein above specified for completion of its work shall be extended by such time as shall be fixed by the Village.

No such extension of time shall be considered a waiver by the Village of its right to terminate the Contract for abandonment or delay by the Contractor as hereinafter provided or relieve the Contractor from full responsibility for performance of its obligations hereunder.

10. CONTRACT SECURITY

The Contractor shall furnish a surety bond in an amount equal to one hundred percent (100%) of the total Contract price as security for the faithful performance of this Contract, and for the payment of all persons performing labor or furnishing materials in connection with this Contract.

If at any time the Village shall be or become dissatisfied with any surety or sureties then upon the Performance Bond; or if, for any reason such bond shall cease to be adequate security to the Village, the Contractor shall, within five (5) days after notice from the Village to do so, substitute an acceptable bond in such form and sum, and signed by such other surety as may be satisfactory to the Village. The premiums on such bonds shall be paid by the Contractor. No further payments shall be deemed due, nor shall be made until the new surety shall have been qualified.

Prior to release of the Performance Bond, the Contractor shall furnish a maintenance bond equal to one hundred percent (100%) of the annual work performed, including extras. This maintenance bond shall remain in force for one (1) year after the date of the final payment request.

11. CONTRACTOR'S INSURANCE

Contractor agrees to procure and maintain the following minimum insurance coverages naming the Village as a primary and non-contributory additional insured on all policies other than Workers Compensation and NYS Disability.

The insurance coverage limits set forth in Schedule below are minimum coverage requirements, not limitations of liability. The Contractor is to give evidence of insurance coverage to **Village on the Acord form of Certificates of Insurance, Acord Form 855 – New York Construction Certificate of Liability Insurance Addendum, copy of the Additional Insured Endorsements, C105.2 form or State Insurance Fund Certificate for Workers Compensation and DB120.1 Certificate for NYS Disability and provide 30 days’ notice of cancellation, non-renewal or material change.** New York State licensed admitted carrier is preferred; any non-licensed/non-admitted carriers will be accepted at the Village’s discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX.

SECTION 11 – CONTRACTOR’S RESPONSIBILITY
 MAINTENANCE DREDGING
 PROJECT NO. BAYV-CBMD24, June 20, 2024

All policies shall maintain in full force and effect and uninterrupted during the term of this Agreement and for three (3) years from completion of the project under this agreement. With respect to any “claims made” policies, any retroactive date must be earlier or the commencement date of the work under this agreement. Any failure to procure and/or maintain the types and level of insurance required of this agreement constitutes a material breach of this agreement and subjects

All subcontractors must adhere to Worker's Compensation/Longshoreman’s and Harbor Workers Compensation Act Endorsement and NYS Disability, Commercial General Liability, Umbrella Liability and Auto Liability as specified below.

**Certificate Holder for all policies: Incorporated Village of Bayville
 34 School Street
 Bayville, NY 11709**

Description Box to read:

Incorporated Village of Bayville, all elected and appointed officials, employees, volunteers and dnu Associates, Inc. are included as primary and non-contributory additional insureds including products and completed operations for General Liability including Contractual Liability, Protection and Indemnity, Automobile Liability and Excess Liability. Waiver of Subrogation is included on the Workers Compensation and General Liability in favor of the Additional Insured.

(a) WORKER'S COMPENSATION AND NYS DISABILITY

Coverage	Statutory
Extensions	Voluntary Compensation; All states coverage; Unlimited Employer Liability; Waiver of Subrogation in favor of the Village Longshoreman’s and Harbor Workers Compensation Act endorsement

(b) COMMERCIAL GENERAL LIABILITY

Coverage	Occurrence	
Limits Per Project	General Aggregate	\$2,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury.	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage (Any one Fire)	\$ 50,000
	Medical Expense (Any one Person)	\$ 5,000
Additional Insured	Incorporated Village of Bayville, and all appointed and elected officials, employees, volunteers using ISO forms CG2026	

SECTION 11 – CONTRACTOR’S RESPONSIBILITY

MAINTENANCE DREDGING

PROJECT NO. BAYV-CBMD24, June 20, 2024

(Ongoing Operations) and CG 20 37 (Completed Operations) on a primary and non-contributory basis.

(c) COMMERCIAL GENERAL LIABILITY- Continued:

Mandatory

Aggregate limits to apply per project

- Contractual Liability extending to Hold Harmless.
- Contractual Liability Insurance is afforded per the definition of “insured contract” as defined in Form CG0001 with no endorsements that amend or restrict the definition of “insured contract”.
- Waiver of Subrogation is the favor of the additional insured.
- Primary and non-contributory Additional Insured
- Except as included in the CG0001 10-01 Form, there are to be no Exclusions, Limitations or Restrictions of Coverage pertaining to claims relating to or involving Injury To Employees, Contractors And Employees Of Contractors, “Action Over” Related Claims, nor Claims that fall within the Purview of New York Labor Law Sections 200, 240 &241.

(d) CONTRACTOR’S PROFESSIONAL LIABILITY

Each Professional Incident \$1,000,000

Aggregate Policy Limit \$1,000,000

If “Claims Made” Coverage, indicate Retroactive Date.

Additional Insured

Incorporated Village of Bayville and all appointed and elected officials, employees, volunteers on a primary and non-contributory basis.

(e) AUTOMOBILE INSURANCE

Coverage

Standard New York policy insuring all owned and non-owned vehicles

Limits

Minimum Limit - \$1,000,000 CSL

Additional Insured

Incorporated Village of Bayville and all appointed and elected officials, employees, volunteers and Dru Associates Inc. on a primary and non-contributory basis.

(f) UMBRELLA LIABILITY

SECTION 11 – CONTRACTOR’S RESPONSIBILITY

MAINTENANCE DREDGING

PROJECT NO. BAYV-CBMD24, June 20, 2024

Coverage Umbrella or Excess Form providing excess of General Liability, Contractor’s Professional Liability and Automobile Liability

Minimum Limit \$5,000,000

Additional Insured Incorporated Village of Bayville and all appointed and elected officials, employees, Volunteers and Dru Associates Inc. on a primary and non-contributory basis.

(g) CONTRACTOR’S POLLUTION LIABILITY

Limit \$5,000,000 per occurrence/\$5,000,000 Aggregate

If contract involves environmentally regulated substances or hazardous material exposure(s) and/or the disposal of waste or other hazardous substance from the worksite, the contractor shall maintain Contractor’s Pollution Liability including Pollution Legal Liability insurance in the amount of at least \$5,000,000. per occurrence for 3rd party liability and clean-up. This coverage is to remain in effect for a minimum of (5) five years following the completion of work. If written on a claim made basis, the retroactive date must pre-date the inception of the contract or agreement.

(h) MARINE PROTECTION AND INDEMNITY

Limit \$5,000,000 per occurrence/\$5,000,000 Aggregate

Mandatory Marine Pollution Liability: \$5,000,000 per occurrence/
\$5,000,000 Aggregate

Additional Insured Incorporated Village of Bayville and all appointed and elected officials, employees, volunteers and Dru Associates Inc. on a primary and non-contributory basis.

(i) BONDS

Bid Bond Minimum of 10% of contract bid.

Bond Form AIA Document A310 Current Edition.

Final Bonds 1. Performance and Payment bonds (labor & materials)
Minimum Limit 100% of Contract Price
2. Maintenance Bond Minimum Limit 100 % of Performance and Payment Bond Term - 2 Year from Acceptance of Job

Bond Form AIA Document A311 current edition.

SECTION 11 – CONTRACTOR’S RESPONSIBILITY

MAINTENANCE DREDGING

PROJECT NO. BAYV-CBMD24, June 20, 2024

NOTE: Surety Company must be NYS licensed and on current list of “Surety Companies Acceptable on Federal Bonds” as published in Federal Register by the Audit Staff Bureau of Accounts, US Treasury Department.

(j) HOLD HARMLESS

The Vendor/Contractor shall indemnify and hold harmless the Public Entity, its officers, employees, and/or agents, and Dru Associates, Inc. from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the Vendor/Contractor or its subcontractors, agents, servants, or employees, including without limiting the generality of the foregoing, all liability, damages, loss, claims, attorneys, court and adjusting fees, demands and actions on account of personal injury, death or property loss to the Public Entity, its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the Public Entity. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract; for strict liability or other liability without fault; under statute, rule, regulation or order; and otherwise.

12. PROOF OF CARRIAGE OF INSURANCE

Both insurance certificates, as furnished, and the insurance policy, as required, shall bear the policy numbers, the expiration date of the policy and the limit or limits of liability thereunder. Both the certificates and the policy shall be further endorsed to provide the Village Clerk with any notice of cancellation at least thirty (30) days prior to the actual date of such cancellation.

13. COMPLIANCE WITH LABOR AND PENAL LAWS

The Contractor hereby expressly agrees to comply with all the provisions of the Labor Laws and any and all amendments thereto, insofar as the same are applicable to this Contract. The Labor Laws (as amended) provide that no laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract, shall be permitted or required to work more than eight (8) hours in any day or more than five (5) days in any week, except in such emergency; that the wages to be paid for a legal day's work (as hereinbefore defined) to laborers, workmen or mechanics upon the work called for under this Contract or for any materials used upon or in connection therewith shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where such work is to be done; and each laborer, workman or mechanic employed by the Contractor, subcontractor or other person employed about or upon the work, shall be paid the wages herein provided; that employees engaged in the construction, maintenance and repair of highways and in water works construction outside the limits of cities and villages are no longer exempt from the provisions of the Labor Laws which require the payment of the prevailing rate of wages and the eight (8) hour day.

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Section 220-A of the Labor Law (as amended by Chapter 472 of the Laws of 1932) provides that before payment is made by or on behalf of the State or any city, county, town or village, or other civil division of the State, of any sums due on account of a contract for a public improvement, it is the duty of the comptroller or the financial officer of the municipal corporation to require the Contractor and each and every subcontractor to file a certified statement (in writing; in satisfactory form) certifying to the amounts then due and owing to any and all laborers for daily or weekly wages on account of labor performed upon the work of the Contract, setting forth therein the names of the persons whose wages are unpaid and the amount due each respectively

Section 220-B of the Labor Law (as so amended) provides that any interested person who shall have previously filed a protest in writing objecting to the payment to any contractor or subcontractor to the extent of the amount or amounts due or to become due to it for daily or weekly wages for labor performed on the public improvement for which the Contract was entered into, or if for any other reason it may be deemed advisable, the comptroller of the State or other financial officer of the municipal corporation may deduct from the whole amount of any payment on account thereof the sum or sums admitted by any contractor or subcontractor in such statement or statements so filed to be due and owing to it on account of labor performed, and may withhold the amount so deducted for the benefit of the laborers for daily or weekly wages, whose wages are unpaid as shown by the verified statements filed by any contractor or subcontractor, and may pay directly to any person the amount or amounts so shown to be due for such wages.

Section 220-C of the Labor Law (as so amended) provides the penalty for making of a false oath or verification.

Section 220-D of the Labor Law provides that the advertised specifications for every contract for construction, reconstruction, maintenance and/or repair of highways to which the State, County, Town and/or Village is a party, shall contain a provision stating the minimum rate of hourly wage that can be paid (as shall be designated by the Industrial Commissioner) to the laborers employed in the performance of the Contract, either by the Contractor, subcontractor, or other person doing or contracting to do the whole or part of the work contemplated by the Contract; and the Contract shall contain a stipulation that such laborers shall be paid not less than such hourly minimum rate of wage. Any person or corporation that willfully pays (after entering into such Contract) less than such stipulated minimum hourly wage scale shall be guilty of a misdemeanor and upon conviction, shall be punished for a first offense by a fine of Five Hundred Dollars (\$500) or by imprisonment for not more than thirty (30) days, or by both fine and imprisonment for a second offense by a fine of One Thousand Dollars (\$1,000); and in addition thereto, the contract on which the violation has occurred shall be forfeited, and no such person or corporation shall be entitled to receive any sum nor shall any officer, agent or employee of the State pay the same or authorize its payment from the funds under its charge or control to any person or corporation for work done upon any contract on which the Contractor has been convicted of second offense in violation of the provisions of this section.

The minimum wage rates established by the Industrial Commissioner, State of New York, for this Contract are as set forth in the "Information for Bidders".

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Section 1918 of the Penal Law (as amended) provides that no person shall discharge explosives in the ground; nor shall any person other than a State or County employee regularly engaged in the maintenance and repair thereof excavate in any then existing street, highway or public place unless notice thereof in writing shall have been given at least seventy-two (72) hours in advance to the person, corporation or municipality engaged in the distribution of gas in such territory. The person having direction or control of such work shall give such notice and further he shall ascertain whether there is within one hundred feet (100') in such street, highway or public place, or in the case of a proposed discharge of explosives within a radius of two hundred feet (200') of such discharge, any pipe of any person, corporation or municipality conveying combustible gas; and if there by any such pipe, he shall also give such notice to any such person, corporation or municipality. Provided, however, that in any emergency involving danger to life, health or property, it shall be lawful to excavate without using explosives if the notices prescribed herein are given as soon as reasonably possible; and to discharge explosives to protect a person or persons from an immediate and substantial danger of death or serious personal injury if such notices are given before any such discharge is undertaken. Any such work shall be performed in such manner as to avoid damage to any pipe conveying combustible gas. Any violation of the provisions of this section shall be a misdemeanor.

In accordance with paragraph “a” of subdivision 3-a of Section 220 of the New York State Labor Law, the Contractor shall submit, and shall cause each subcontractor through which the Contractor performs any of its obligations hereunder to submit, to the Village a transcript of each original payroll issued by the Contractor or the subcontractor, as applicable, with respect to work performed hereunder. Each such transcript must be received by the Village within thirty days after the relevant payroll is issued and shall be subscribed by a duly authorized officer of the Contractor or subcontractor, as applicable, in the following manner:

“The undersigned, a duly authorized officer of [name of Contractor or subcontractor] does hereby certify as true this transcript of the corporation’s original payroll record dated____, for the pay period beginning_____and ending_____, and relating to all work or materials furnished during such period in connection with the [Identify Contract], and hereby affirms said transcript as true, under penalties of perjury, pursuant to Labor Law 220(3-a)(a) and Penal Law § 210.45”

The Village of Bayville hereby requires any contractor, prior to entering into a construction contract with the Village of Bayville, with a value in excess of \$500,000 or any subcontractor entering into a subcontract with a contractor who has a construction contract with the Village of Bayville, to have in place current apprenticeship agreements appropriate for the type and nature of work to be performed which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23

§816-b of the Labor Law, any provision contained in §63 of the General Municipal Law to the contrary notwithstanding.

If during the course of the contract, the contractor or his subcontractor is not in compliance with these regulations the Village Board of Trustees may then suspend work in accordance with the contract document.

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14. QUALIFICATIONS FOR EMPLOYMENT

No person under the age of sixteen (16) years, and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work on the project under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety, or to the health or safety of others, shall be employed to perform any work on this project; provided, however, that such restrictions shall not operate against the employment of physically handicapped persons (otherwise employable) where each person may be safely assigned to work which they can ably perform.

15. NON-DISCRIMINATION

There shall be no discrimination because of race, creed, color or sex in the employment of persons for work under this Contract, whether performed by the Contractor or any subcontractor. Neither shall the Contractor nor any subcontractor discriminate in any manner against, or intimidate, any employee hired for the performance of work under this Contract on account of race, creed, color or sex.

There may be deducted from the amount payable to the Contractor by the Village under this Contract a penalty of Fifty Dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section; provided that for a second or any subsequent violation of the terms of this section, this Contract may be canceled or terminated by the Village, and all monies due or to become due hereunder may be forfeited.

16. PAYMENT OF EMPLOYEES

The Contractor and each of its subcontractors shall pay each of their employees engaged in work on the project under this Contract in full (less deductions made mandatory by law), in cash, and not less often than once a week.

17. ESTIMATES AND PAYMENTS

(a) Monthly: At the end of each calendar month during the progress of the work, the Contractor shall submit a payment requisition to the Supervisor. The Supervisor will review the requisition and prepare a payment request based on the estimated amount of work performed and the quantity of materials furnished, based on the prices set forth in the Proposal. In consideration of the work done and the materials furnished, the Village will pay or cause to be paid to the Contractor for the amount estimated by the Supervisor as due it, less a sum equal to five percent (5%) of such amount, and such additional amount as may be necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. The making of any such estimate or payment made thereon shall not be taken or construed as an acceptance by the Supervisor of the Village of any work so estimated and paid for. The amount of the monthly estimate remaining unpaid will be retained by the Village as a guarantee that the Contractor will faithfully and completely fulfill all obligations imposed by the Contract and Specifications, and against any damages incurred by the Village by reason of any failure on the part of the Contractor to fulfill all conditions and obligations herein contained. All partial payments are subject to correction in the subsequent payment. No interest shall be allowed the Contractor on retained percentages.

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(b) Final Payment Request: Thirty (30) days after the Contractor shall have substantially completed the work required of it under the Contract, the Supervisor will prepare a final payment request of all work done. Thereafter, the Village will pay to the Contractor the full amount of the Contract, less a sum equal to two (2) times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged, less any prior payments paid by the Village to or on behalf of the Contractor.

(c) Maintenance Bond: In order to secure the performance of the covenant of the Contractor, prior to release of the Performance Bond, the Contractor shall deliver to the Village a maintenance bond equal to one hundred percent (100%) of the total amount of work performed at the end of each year of the contract, including all extras. This maintenance bond shall remain in full force and effect for a period of one (1) year after the date of the final payment request; and such bond, which shall be executed by the Contractor and issued by a reliable, solvent surety company authorized to do business in the State of New York, shall guarantee to the Village that the Contractor shall promptly remedy any defects or faults that may occur within twelve (12) months after completion and acceptance of the work performed by the Contractor pursuant to this Contract.

(d) Measurements for Payment: The Supervisor shall make due measurement of the work done during the progress of the work; and its estimate shall be final and conclusive evidence of the amounts of work performed by the Contractor under, and by virtue of, this agreement; and shall be taken as the full measure of compensation to be received by the Contractor. When requested by the Contractor, the Supervisor shall measure, re-measure or re-estimate any portion of the work, but the expense of such re-measurement or re-estimating shall (unless material error be proved) be paid by the Contractor.

18. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the final payment shall be, and shall operate as, a release to the Village from all claims and all liabilities to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of the Village and others relating to, or arising out of, this work, excepting the Contractor's claims for interest upon final payment, if this payment be improperly delayed. No payment, however, (final or otherwise) shall operate to release the Contractor or its sureties from any obligations under this Contract or the Performance and/or Maintenance Bond.

19. CONSTRUCTION REPORTS

The Contractor shall submit to the Supervisor prior to commencing any work under this Contract, a detailed schedule and plan of operations indicating the manner in which the Contractor proposes to prosecute the work, and a time schedule therefor. Such schedules are not intended to bind the Contractor to a predetermined plan or procedure, but rather to enable the Supervisor to coordinate the work of the Contractor with work required of, and to be performed, by others.

The Contractor shall furnish the Supervisor with periodic estimates for partial payments as required elsewhere in the Contract Documents; and in addition, thereto, will furnish the Supervisor with a detailed estimate for final payment.

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Prior to being eligible to receive final payment under this Contract, the Contractor shall furnish the Supervisor with substantial proof (in affidavit form, or as required by the attorneys for the Village) that all bills for services and labor rendered and materials supplied have been paid.

The enumeration of the above reports in no way relieves the Contractor of its responsibility under existing federal or State laws of filing such other reports with agencies other than the Village as may be required by such existing laws or regulations.

20. INSPECTION AND TESTS

All materials and workmanship shall be subject to inspection, examination and test by the Supervisor, and other representatives of the Village at any time during the construction and at any and all places where manufacturing of materials used and/or construction is carried on.

Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make tests so required safe and convenient.

If, at any time before final acceptance of the entire work, the Supervisor considers necessary or advisable an examination of any portion of the work already completed, by removing or tearing out same, the Contractor shall (upon request) furnish promptly all necessary facilities, labor and materials for such examination. If such work is found to be defective in any material respect due to the fault of the Contractor or any subcontractor, or if any work shall be covered over without the approval or consent of the Supervisor (whether or not the same shall be defective), the Contractor shall be liable for the expenses for such examination and of satisfactory reconstruction. If, however, such approval and consent shall have been given and such work is found to meet the requirement of this Contract, the Contractor shall be recompensed for the expense of such examination and reconstruction in the manner herein provided for the payment of costs of extra work.

The selection of laboratories and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the approval of the Supervisor. Satisfactory documentary evidence that the material has passed the required inspection and tests must be furnished the Supervisor prior to the incorporation of the material in the work.

Any rejected work will be removed from the site of the project completely at the expense of the Contractor.

21. PLANS AND SPECIFICATIONS - INTERPRETATIONS

The Contractor shall keep at the site of the work one copy of the Plans and Specifications, signed and identified by the Supervisor. Anything shown on the Plans and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Plans, shall have the same effect as if shown or mentioned respectively in both. In case of any conflict or inconsistency between the Plans and the Specifications, the Plans shall govern. Any discrepancy between the figures and drawings shall be submitted to the Supervisor, whose decision thereon shall be conclusive.

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22. VILLAGE’S DIRECTIONS AND DETERMINATIONS

The Village and its agents, servants, employees, or designees as the case may be, shall give all orders and Directions contemplated under the Contract relative to the execution of the Work. The Supervisor shall determine the amount, quality, acceptability, and fitness of the Work and shall decide all questions, which may arise in relation to such Work.

23. SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter subsurface conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, it shall immediately give notice to the Supervisor of such conditions before they are disturbed; the Supervisor shall thereupon promptly investigate the conditions; and if it finds they materially differ from those shown on the Plans or indicated in the Specifications, it shall at once make such changes in the Plans and/or Specifications as it may find necessary. Any increase or decrease of cost resulting from such changes will be adjusted in the manner provided herein for adjustment as to extra and/or additional work and changes.

24. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants it has good title to all materials and supplies used by it in its work.

25. SUPERINTENDENCE BY CONTRACTOR

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Supervisor and shall be one who can be continued in that capacity for the particular job involved, unless he ceases to be on the Contractor's payroll.

26. PROTECTION OF WORK, PERSONS AND PROPERTY

Precaution shall be exercised at all times for the proper protection of all persons, property and work. The safety provisions of applicable laws, building and construction codes, shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. The Contractor shall furnish entirely at its own expense any and all additional safety measures deemed necessary by the Village or its Supervisor to adequately safeguard the traveling public. The Contractor shall give notice to the owners of all utilities which may serve the area and request their assistance in predetermining the location and depth of the various pipes, conduits, manholes, and other underground facilities.

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The Contractor shall at all hours of the day safely guard and protect its own work and adjacent property from any damage, and shall replace or make good any such damage, loss or injury, unless such be caused directly by errors contained in the Contract Documents, or by the Village or its duly-authorized representatives.

The Contractor shall provide and maintain such watchmen, barriers, lights, flares and other signals (at its own expense) as will effectively prevent any accident in consequence of its work for which the Village might be liable. The Contractor shall be liable for all injury or damage caused by its act or neglect, or that of its employees.

27. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

(a) That it is financially solvent and that it is experienced in and competent to perform the type of work involved under this Contract, and able to furnish the plant, materials, supplies and/or equipment to be furnished for the work; and

(b) That it is familiar with all federal, State and municipal laws, ordinances and regulations which may in any way affect the work of those employed hereunder, including (but not limited to) any special acts relating to the work; and

(c) That such work required by these Contract Documents as is to be done by it can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any person or damage any property; and

(d) That it has carefully examined the Plans, Specifications and the site of the work, and that from its own investigation it has satisfied itself as to the nature and location of the work, the character, location, quality and quantity of surface and subsurface materials, structures and utilities likely to be encountered, the character of equipment, and other facilities needed for the performance of the work, the general local conditions which may in any way affect the work or its performance.

(e) That it has given Village and Supervisor written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Village or Supervisor is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

28. PATENT RIGHTS

As part of its obligation hereunder, and without any additional compensation, the Contractor will pay for any patent fees or royalties required in respect to the work or any part thereof, and will fully indemnify the Village for any loss on account of any infringement of any patent rights, unless, prior to its use in the work of a particular process or a product of a particular manufacturer, it notifies the Village in writing that such process or product is an infringement of a patent.

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29. SURVEYS

The Contractor shall furnish all layouts, measurements, and lines and grades necessary for the execution of the work.

30. AUTHORITY OF THE SUPERVISOR

In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Supervisor; and shall perform all work to the satisfaction of the Supervisor at such time and place, by such methods, and in such manner and sequence as it may require. The Supervisor shall determine the amount, quality, acceptability and fitness of all parts of the work; shall interpret the Plans, Specifications, Contract Documents, and any extra work orders; and shall decide all other questions in connection with the work. Upon request, the Supervisor shall confirm in writing any oral orders, directions, requirements or determinations. The enumeration herein or elsewhere in the Contract Documents of particular instances in which the opinion, judgment, discretion or determination of the Supervisor shall control, or in which work shall be performed to its satisfaction or subject to its satisfaction, or subject to its approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and so performed; but without exception, all the work shall be governed and so performed. The determination of the Supervisor shall be binding upon the parties.

31. CHANGES AND ALTERATIONS

The Village reserves the right to make alterations in the location, line, grade, plans, form or dimensions of the work or any part thereof, either before or after the commencement of the construction. If such alterations diminish the amount of work to be done, no claim for damages or anticipated profits will be warranted on the work which may be dispensed with. If such alterations increase the amount of work, such increases shall be paid for according to the quantity of work actually done and at the prices for such work as contained in the schedule prices.

32. CORRECTION OF WORK

All work and materials (whether incorporated into the work or not), all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Supervisor, who shall be the final judge of quality of materials, processes of manufacture, and methods of construction suitable for the purpose for which they are used. Should they fail to meet its approval, they shall be forthwith reconstructed, made good, and replaced and/or corrected (as the case may be) by the Contractor at its own expense. Rejected material shall immediately be removed from the site.

If, in the opinion of the Supervisor, it is not desirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Supervisor shall be equitable.

The Contractor expressly warrants that its work shall be free from any defects in materials or workmanship and agrees to correct any defects which may appear within one year following the final completion of the work. Neither the acceptance of the completed work nor payment therefor shall operate

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to release the Contractor or its sureties from any obligations under or upon this Contract or the Performance and/or Maintenance Bond.

33. WEATHER CONDITIONS

In the event of temporary suspension of the work, during inclement weather, or whenever the Supervisor shall direct, the Contractor will, and will cause its subcontractors to, protect carefully its, and their, work and materials against damage or injury from the weather. If, in the opinion of the Supervisor, any work or materials shall have been damaged or injured by reason of the failure on the part of the Contractor or any of its subcontractors to protect its or their work, such work and materials shall be removed and replaced at the expense of the Contractor.

34. THE VILLAGE'S RIGHT TO WITHHOLD PAYMENTS

The Village may withhold from the Contractor so much of any approved payments due it as may, in the judgment of the Village, be necessary to:

- (a) assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work; or
- (b) protect the Village from loss due to defective work not remedied; or
- (c) protect the Village from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor or any of its subcontractors. The Village shall have the right, as agent for the Contractor, to apply any such amounts so withheld in such manner as the Village may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.

35. THE VILLAGE'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The Village has the right to stop work or terminate the Contract, if:

- (a) the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or
- (b) a receiver or liquidator shall be appointed for the Contractor for any of its property and shall not be dismissed within 20 days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days; or
- (c) the Contractor shall refuse or fail, after notice or warning from the Supervisor, to supply enough properly skilled workmen or proper materials; or
- (d) the Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or in duly authorized extension thereof), or shall fail to complete the work within said period; or

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(e) the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or

(f) the Contractor shall fail or refuse to regard laws, ordinances, or the instruction of the Supervisor or otherwise be guilty of a substantial violation of any provision of this Contract, then and in any such event, the Village (without prejudice to any other rights or remedy it may have) may, by seven (7) days' notice to the Contractor, terminate the employment of the Contractor and its rights to proceed, either as to the entire work or (at the option of the Village) as to any portion thereof as to which delay shall have occurred; and may take possession of the work and complete the work by contract or otherwise, as the Village may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services, and any damages for delay), such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and its sureties shall be liable to the Village for such excess. If the right of the Contractor to proceed with the work is so terminated, the Village may take possession of, and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on site of the work and necessary thereof. If the Village does not so terminate the right of the Contractor to proceed, the Contractor shall continue the work.

(g) The Village shall have the right, upon three (3) days prior written notice to the Contractor, to terminate all of the services to be performed by the Contractor under the Contract, any additions thereto or modifications thereof, at any time and for any reason, deemed to be in Village’s interest, whereupon this Contract shall be deemed terminated on the date specified in such Notice.

(h) Upon receipt of the Notice of termination, the Contractor shall act promptly to minimize the expenses resulting from such termination. The Village shall pay the Contractor the amount due and payable only for work performed up to the effective date of such termination, but in no event shall the Contractor be entitled to compensation in excess of the total consideration of the Contract. In the event of such termination, the Village may take over the Work and prosecute same to completion by contract or otherwise and may take possession of and may utilize such materials, appliances, and plant as may be on the Site and necessary or useful in completing the Work.

(i) If the Village wrongfully terminates this Contract for cause, the rights and obligations of the parties will be the same as if the Village had terminated the Contract for convenience.

36. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work shall be stopped by order of the Court or any other public authority for a period of three (3) months without act or fault of the Contractor or of any of its agents, servants, employees or subcontractors, the Contractor may, upon ten (10) days' notice to the Village, discontinue its performance of the work and/or terminate the Contract, in which event the liability of the Village to the Contractor shall be determined as provided in the paragraphs immediately preceding, except that the Contractor shall not be obligated to pay to the Village any excess of the expense of completing the work over the unpaid balance of the compensation to be paid to the Contractor hereunder.

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37. RESPONSIBILITY OF WORK

The Contractor agrees to be responsible for the entire work embraced in this Contract until its completion and final acceptance; and that any unfaithful or imperfect work that may become damaged from any cause (either by act of commission or omission to properly guard and protect the work) that may be discovered at any time before the completion and acceptance shall be removed and replaced by good and satisfactory work without any charge to the Village; and that such removal and replacement will be performed immediately on the requirement of the Supervisor, notwithstanding the fact that it may have been overlooked by the proper inspector, and partial payment made thereon. It is fully understood by the Contractor that the inspection of the work shall not relieve it of any obligation to do sound and reliable work as herein prescribed, and that any omission to disapprove of any work by the Supervisor at or before the time of a partial payment or other estimate shall not be construed to be an acceptance of any defective work.

38. NO ESTOPPEL AND NO WAIVER

(a) The Village and the Supervisor shall not be precluded or estopped by any payment or certificate made or given by them, or other officer, agent or appointee thereof under any provision of this Contract from, at any time either before or after the completion of all of the Contractor’s obligations under this Contract and payment therefore pursuant to any Preliminary Estimate, Substantial Completion Payment Estimate, or Final Payment Estimate, showing the true and correct classification, amount, quality and character of the work done and materials furnished by the Contractor, or from showing at any time that such certificate is untrue or incorrect or improperly made in any particular or that the work and materials or any part thereof do not in fact conform to the requirements of this Contract. The Village and the Supervisor shall not be precluded or estopped, notwithstanding any certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of its failure to comply with the Contract Documents.

(b) Neither the acceptance by the Village nor the Supervisor or any of the employees of either, nor any order, measurement or certificate by the Supervisor nor any order by the Village for payment of money nor any payment for, nor acceptance of the whole or part of the Work nor any extension of time, nor any possession taken by the Village or the employees of the Village shall operate as a waiver of any portion of this Contract or of any power herein reserved to the Village or of any right to damages herein provided; nor shall any waiver of any breach of this Contract to held to be a waiver of any other or subsequent breach.

39. USES OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at its own expense to:

- (a) take every precaution against injury to persons or damage to property; and
- (b) store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any of its subcontractors; and

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(c) place upon any of the completed work only such superimposed loads as are consistent with the safety of that portion of the work; and

(d) frequently clean up all refuse, rubbish, scrap materials and debris caused by the operations to the end that at all times the site of the work shall present a neat and orderly and workmanlike appearance; and

(e) remove all surplus material, temporary structures, plants of any description and debris of every nature resulting from its operations, and to put the site in a neat and orderly condition before the final payment request.

40. SUITS AT LAW

Indemnification

(a) If the persons or property of the Village, Supervisor, Architect or of others sustains loss, damage or injury as a result of the operations of the Contractor or its subcontractors in the performance of this Contract, or from its or their failure to comply with any of the provisions of this Contract, or of law, the Contractor shall indemnify, defend and hold the Village, Supervisor, Architect harmless, to the fullest extent permissible by law, from any and all damages, claims, losses, costs and expenses, including reasonable attorney’s fees and expenses, to which the Village, Supervisor and/or Architect may be subjected or to which they may suffer or incur by reason thereof.

(b) To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold the Village, Supervisor and/or Architect harmless, to the fullest extent permissible by law, from any and all damages, judgments for damages (including, without limitation, delay damages from other Contractors), claims, losses, costs and expenses (including reasonable attorneys’ fees and expenses) to which the Village, Architect and/or Supervisor may be subjected or to which they may suffer or incur by reason of the Contractor’s failure to comply with the insurance provisions of this Contract or Contractor’s breach of this Contract.

41. VERIFYING DIMENSIONS-RESPONSIBILITY OF CONTRACTOR

(a) The Contractor shall take all measurements at the Site and shall verify all dimensions at the Site before proceeding with the Work. If said dimensions are found to be in conflict with the Contract, the Contractor immediately shall give written notice to the Village. The Contractor shall comply with any revised Contract Documents.

(b) During the progress of Work, the Contractor shall verify all field measurements prior to fabrication of building components or equipment and proceed with the fabrication to meet field conditions.

(c) The Contractor shall consult all Contract Documents to determine exact location of all Work and verify spatial relationships of all Work. Any question concerning location or spatial relationships may be submitted to the Supervisor for a decision.

SECTION 11 – CONTRACTOR’S RESPONSIBILITY
MAINTENANCE DREDGING
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(d) Special locations for equipment, pipelines, duct work and other such items of Work, where not dimensioned on plans, shall be determined in consultation with the Supervisor and other Contractors on site.

(e) The Contractor shall be responsible for the proper fitting of the Work in place.

42 DISPUTES-CLAIMS FOR EXTRA WORK, COMPLIANCE WITH THE CONTRACT

(a) If the Contractor claims that any Work which the Contractor has been ordered to perform as contract work will be Extra Work, that the Contractor for any reason cannot comply with the terms and provisions of the Contract, or that any action or omission of the Village is contrary to the terms and provisions of the Contract, and will require the Contractor to perform Extra Work the Contractor shall:

(1) Promptly comply with the Village’s direction to perform the Work, which the Contractor claims will be Extra Work.

(2) File with the Village within fifteen (15) working days after being ordered to perform the work claimed by the Contractor to be Extra Work; or after commencing performance of the work, whichever date shall be earlier; or after the said action or omission on the part of the Village occurred, a Notice of the basis of the Contractor’s claim and request for a determination thereof.

(3) Proceed diligently, pending and subsequent to the determination of the Village with respect to any said disputed matter, with the performance of the Work in accordance with all instructions of the Village.

(b) The Contractor’s failure to comply with any parts of this Article shall be deemed to be:

(1) A conclusive and binding determination on the part of the Contractor that said order, Work, action or omission does not involve Extra Work and is not contrary to the terms and provisions of the Contract.

(2) A waiver by the Contractor of all claims for additional compensation or damages as a result of said order, Work, action or omission.

(c) The value of claims for said Extra Work, if allowed, shall be determined by the methods described in the Contract including, but not limited to Paragraph 3 hereof.

43 CLAIMS FOR DELAY

The Contractor agrees to make no claim for compensation or damages for delay of any kind in the performance of this Contract on behalf of itself, subcontractors or suppliers whether occasioned by any act or omission of Village, Supervisor, Architect or their representatives and Contractor agrees that any such claim shall be compensated for solely by an extension of time to complete performance of the Work.

SECTION 11 – CONTRACTOR’S RESPONSIBILITY
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44. LIMITATION PERIOD TO SUE VILLAGE OR SUPERVISOR

No action or proceeding shall lie or be maintained by the Contractor against the Supervisor of the Village upon any claim arising out of or based upon this Contract or by reason of any act or omission of the Village or Supervisor or their agents unless said action is commenced within six (6) months after the date of submission of Final Payment Application or one year after substantial completion, whichever is earlier or upon any claim relating to monies required to be retained for any period after the issuance of the said period unless such action is commenced within six months after such monies become due and payable under the terms of the Contract, or, if this Contract is terminated or declared abandoned under the provisions of this Contract unless such action is commenced with six (6) months after the date of such termination or declaration of abandonment by the Village. No additional time shall be allowed to begin anew any other action if an action commenced with the time herein limited be dismissed or discontinued, notwithstanding any provision in the Civil Practice Law and Rules to the contrary. Nothing contained herein shall be deemed to waive, limit or modify the obligations of the Contractor under this Chapter with respect to the resolution of disputes.

45. POWER OF THE CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency, which threatens loss or injury to property and/or safety of life, the Contractor will be permitted to act as it sees fit, without previous instruction from the Supervisor.

The Contractor shall notify the Supervisor thereof immediately thereafter; and any compensation claimed by the Contractor due to extra work made necessary because of its acts in such emergency shall be submitted to the Supervisor for approval.

Where the Contractor has not taken action but has notified the Supervisor of an emergency indicating injury to persons or damage to adjoining property or the work being accomplished under this Contract, then upon authorization from the Supervisor to prevent such threatened injury or damage, it shall act as instructed by the Supervisor. The amount of reimbursement claimed by the Contractor on account of any such action shall be determined in the manner provided herein for the payment of extra work.

46. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted herein and the Contract shall be read and enforced as though it were included herein; and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

47. SUBLETTING, SUCCESSOR AND ASSIGNS

The Contractor shall not sublet any part of the work under this Contract nor assign any money due it hereunder without first obtaining the written consent of the Village. This Contract shall endure to the benefit of, and shall be binding upon, the parties hereunder and upon their respective successors and assigns; but neither party shall assign or transfer its interest herein in whole or in part without consent of the other.

SECTION 11 – CONTRACTOR’S RESPONSIBILITY
MAINTENANCE DREDGING
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48. WAIVER OF IMMUNITY

"This Contractor states that it is familiar with Chapter 94 of Sections 103-A and 103-B, General Municipal Law of the State of New York; and that any refusal on its part when called before a Grand Jury to testify concerning this transaction or transaction had with the Village, or to sign a waiver of immunity against subsequent criminal prosecution, or to answer any relevant questions concerning such transaction or contract, shall thereafter render such firm, partnership or corporation disqualified from receiving awards or entering into any contracts for a period of five (5) years after such refusal."

Any contract so made without the foregoing declaration shall be subject to cancellation or termination by the Inc. Village of Bayville, without said Village incurring any penalty or damages on account of such cancellation or termination.

BOARD OF TRUSTEES INC.
VILLAGE OF BAYVILLE

(SEAL)

Stephen Minicozzi, Mayor

(SEAL)

CONTRACTOR

BY: _____

TITLE: _____

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF NEW YORK)

)ss:

COUNTY OF)

On this ___ day of _____, 20__, before me personally came and appeared___; to me known; who being by me duly sworn, did depose and say he resides at_, that he is the_of_____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation, that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

NOTARY PUBLIC

SECTION 11 – CONTRACTOR’S RESPONSIBILITY
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ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF NEW YORK)

)ss:

COUNTY OF)

On this ___ day of _____, 20__, before me personally came and appeared _____; to me known, and known to me to be one of the members of the firm of _____, described in and who executed the foregoing instrument: and he acknowledged to me that he executed the same as and for the act and deed of said firm.

NOTARY PUBLIC

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF NEW YORK)

)ss:

COUNTY OF)

On this _____ day of _____, 20__, before me personally came and appeared _____, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

NOTARY PUBLIC

SECTION 11 – CONTRACTOR’S RESPONSIBILITY
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ACKNOWLEDGMENT OF OFFICER OF
INC. VILLAGE OF BAYVILLE
EXECUTING CONTRACT

STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU)

On this ___ day of _____, 20_, before me personally came and appeared Paul Rupp, to me known, who being by me duly sworn did depose and say that he is the Mayor of the Inc. Village of Bayville, described in and who executed the foregoing instrument; that he knows the seal of said Village; that the seal affixed to said agreement is such Village seal, and that it was so affixed by order of the Board of Trustees of the Village; and that he signed his name thereto by like order.

NOTARY PUBLIC

SECTION 13 – WAGE RATES

MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

Wage Rates and associated Department of Labor Information is found in Appendix D.

SECTION 14 – SUMMARY OF WORK

MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

PART 1 – GENERAL

1.01 - BRIEF PURPOSE OF PROJECT - GENERAL

- A. Project for the removal of sediments from the seabed in and around the Bayville Marina, and disposal of same in the Long Island waters at the Western LIS disposal site.
- B. All work shown and specified in the Contract Documents shall be work of this Contract.
- C. This Section provides an abbreviated summary of the work for the Contract.

1.02 - NOMENCLATURE

- A. Where the terms “Supervisor” are used throughout these Contract Documents, they shall mean the firm of Dru Associates, Inc. as may be abbreviated by Dru Associates, Inc.
- B. The terms “Contractor” and/or “Prime Contractor” where used shall refer to the individual or company who has entered into an agreement with the Owner to perform the work contained within these Contract Documents. The lack of word capitalization shall be incidental.
- C. The CONTRACTOR may be referred to as the “General Contractor”, “Prime Contractor” or similar wording. The lack of word capitalization shall be incidental.
- D. The term “crew”, where used, shall refer to a two-man team of a mechanic or foreman and a laborer. See Section 012900 – Payment Procedures for increasing crew size.

1.03 - ABBREVIATED SUMMARY OF WORK

- A. Furnish all labor, equipment, materials, tools, means, methods, and incidentals necessary to complete the Work as required by the Contract Documents for this Contract.
- B. This following abbreviated summary is provided in order to briefly describe the work covered by the Contract Documents for this Contract. It is not all inclusive of the work under the Contract.
- C. The work includes, but is not limited to, all labor, equipment and material costs necessary to complete the work in accordance with the Contract and Specifications.
- D. All other work shown and specified within the Contract Documents.

SECTION 14 – SUMMARY OF WORK

MAINTENANCE DREDGING

PROJECT NO. BAYV-CBMD24, June 20, 2024

1.04- PARTIAL LISTING OF SPECIFIC CONTRACT REQUIREMENTS

- A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but is not limited to, the following:
 - 1. Local laws and ordinances of the County of Nassau, Town of Oyster Bay and Inc. Village of Bayville.
 - 2. Rules and regulations of the Nassau County Department of Health.
 - 3. Permit and authorization conditions of the New York State Department of Environmental Conservation, along with its Rules and Regulations.
 - 4. Permit and authorization conditions of the U.S. Department of the Army, Corps of Engineers along with its Rules and Regulations.

1.05- PARTIAL LISTING OF OVERALL CONTRACT REQUIREMENTS

- A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but is not limited to, the following:
 - 1. Debris removal and daily and final cleaning up.
 - 2. Coordination with the Village is necessary to schedule utility mark-out services and in the event of damage to existing facilities; their subsequent repair.
 - 3. Site safety in accordance with all applicable federal, state, and local regulations.

1.06- OWNER SUPPLIED PRODUCTS AND UTILITIES

- A. The Owner will not be supplying equipment, labor, or tools for the project.

1.07- EXISTING CONDITIONS

- A. When possible, the Owner will provide plans for proposed work locations. These plans may or may not show certain information that has been obtained by the Owner and various utilities regarding the location of various pipelines, utilities, and structures that exist at the location of the project both below and above grade.
- B. The Owner and the Supervisor expressly disclaims all responsibility for the accuracy or completeness of the information given on the drawings with regard to existing facilities.

SECTION 14 – SUMMARY OF WORK

MAINTENANCE DREDGING

PROJECT NO. BAYV-CBMD24, June 20, 2024

- C. In the case where the Contractor discovers an obstruction not indicated on the Drawings or not described via specification reference, then the Contractor shall immediately notify the Supervisor of the obstructions' existence.
- D. The Supervisor will determine if the obstruction is to be relocated or removed.
- E. Compensation for this extra work will be paid for in accordance with the provisions in "General Specifications" and "Contract" section of the Specifications.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 14 – SUMMARY OF WORK

MAINTENANCE DREDGING

PROJECT NO. BAYV-CBMD24, June 20, 2024

PART 1 – GENERAL

1.01 - SECTION INCLUDES

- A. Site access and control of areas outside of site.
- B. Work hours, employee conduct and miscellaneous employee requirements.
- C. Contract requirements related to maintaining Owner’s current operations and excess inspection required.

1.02 – SITE ACCESS AND CONTROL

- A. The Contractor shall not close any area of the Bayville Marina for any period in time unless approved ahead of time by appropriate Village agency. The Contractor shall take whatever measures are necessary to not cause any inconvenience to the area’s residents and the users of the Marina.
- B. The Contractor is responsible to employ methods to prevent construction materials and/or debris from leaving the work areas. The Contractor is responsible to routinely monitor the areas surrounding the site during the day as well as at the end of the work-day and to immediately clean-up any area to its previous condition.
- C. The Contractor shall employ methods to prevent the transmission of dirt from vehicles driving on exposed areas of the work area from reaching the surrounding roadways. The Contractor will be responsible to immediately clean the roadway of any debris caused by his actions.
- D. Any damages to areas outside the site, spills of soil, liquid, or any other material shall immediately be repaired, cleaned and restored to its previous condition.
- E. The Contractor shall comply with all state and local requirements for allowable weight limits of vehicles on all roads.
- F. The Owner reserves the right to back charge the Contractor for all costs associated with maintaining areas outside the work area, which may be disturbed by the Contractor should the Contractor fail to maintain or repair the aforementioned in a condition acceptable to the Owner.
- G. The Contractor shall maintain the premises in a safe condition throughout the construction period. Compliance with OSHA regulations and site safety shall be the responsibility of the Contractor as it relates to work of the Contract. The posting of all applicable OSHA safety signs shall be the responsibly of the Contractor.

SECTION 14 – SUMMARY OF WORK

MAINTENANCE DREDGING

PROJECT NO. BAYV-CBMD24, June 20, 2024

- H. Contractor shall be responsible for protecting private property. All existing buildings, structures, shrubs, trees, lawn fixtures, sculptures and misc. equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by the Supervisor or Village.

Contractor shall protect all of the physical structures, property and improvements from damage by his Work and shall immediately repair or replace damage caused by construction operations, employees or equipment employed by the Contractor. All labor, materials and equipment and outside contractors that are employed by the Owner to repair damage caused by the Contractor shall be billed to the Contractor directly or withheld from money due the Contractor for work already completed.

- I. Keep all existing driveways, roads, and parking areas free and clear of materials and equipment. Do not unreasonably encumber the work area with materials and equipment.
- J. Immediately remove excess excavated material or relocate to areas on the site requiring placement of fill. Do not stockpile excess material.
- K. The Contractor is responsible for cleaning up the work area. Failure to maintain a clean work site daily, will result in others performing the work and the Contractor being back charged for the cleaning cost plus construction administration fees.
- L. Do not discard or dispose of any waste on-site.
- M. The Contractor shall be responsible for managing erosion, scour and drainage arising from activities in their staging area by encircling equipment and materials with silt fence and/or haybales as needed and maintained throughout the project period. dust.

1.03– WORK HOURS, EMPLOYEE CONDUCT AND EMPLOYEE REQUIREMENTS

- A. The Contractor will be permitted to schedule working days and hours as specified in the Contract, if no times are specified therein then the work hours for scheduled installation and repair shall be **Monday – Friday 8:00 am to 4:30 pm** unless otherwise noted on the contract plans or applicable permits. Emergency maintenance or repairs will be performed on an as-needed basis.
- B. Employees are to act in a professional manner. Any employee using inappropriate language or who is disruptive to the work environment will be banned from the site. Proper work attire is required. Shirts are to be worn at all times and no short pants are permitted.
- C. Any employee found under the influence of any drug or alcohol will be banned from the site.

SECTION 14 – SUMMARY OF WORK

MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

**1.04- CONTRACT REQUIREMENTS RELATED TO MAINTAINING OWNER'S
CURRENT OPERATIONS AND EXCESS INSPECTION REQUIRED**

- A. The Contractor shall schedule routine installation and maintenance working days and hours as specified. The Contractor shall pay all excess costs for inspection services provided by the Owner/Supervisor for working beyond the times specified.

- B. The Contractor will be allowed to work early morning hours if a planned tie-in must be performed. Provide 72 hours advanced notice to the Supervisor and Owner for all early morning work together with a written plan as to the steps necessary to construct the work. The overtime salary costs for early morning tie-in work associated with having the operations staff of the Owner present shall be paid by the Contractor.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 15 – PAYMENT PROCEDURES

MAINTENANCE DREDGING

PROJECT NO. BAYV-CBMD24, June 20, 2024

PART 1 – GENERAL

1.01 – DESCRIPTION

- A. Work under this Section specifies the procedures used to process payments.

1.02 - APPLICATIONS FOR PAYMENT

- A. Concurrently with the Village’s award of the Contract to Contractor, the Village will issue a Purchase Order to Contractor.
- B. Throughout the Project, Dru Associates will track all work undertaken and/or completed, and issue an approval of all work to be submitted for payment by Contractor.
- C. Once Dru Associates has issued an approval, Contractor shall submit the form of application for payment, which shall be AIA Document G702, application and certificate for payment supported by AIA Document G703, and a Continuation Sheet (collectively, the “Village Voucher”).
- D. Contractor shall submit one (1) copy of each payment application, completed, signed and notarized.
- E. Contractor shall submit certified payroll receipts for all works and subcontractors. Payroll receipts shall be submitted with every application for payment. All payroll receipts shall be certified correct and notarized by a Notary in the State of New York. Application for Payment will not be processed unless all payroll receipts are received.
- F. The Village will not pay for any stored materials and equipment that is not installed.
- G. Contractor shall pay all workers and have all subcontractors pay all workers the prevailing New York State Dept. of Labor wage rates.
- H. The Village may conduct on-site interviews with all workers to verify payment of prevailing wage rates is enforced.
- I. The Contractor may submit payment requests as the specific work order is completed and approved by Dru Associates.

1.03 – TERMS OF PAYMENT

- A. Crew:
 - 1. This section applies only to emergency repair work. The labor to furnish and install routine maintenance and installation items shall be included in those items.
 - 2. Payment for the Contractor’s two (2) man crew will be based upon the hours the crew is on site. Travel time will not be reimbursed.

SECTION 15 – PAYMENT PROCEDURES

MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

3. If the Contractor deems that the crew requires additional manpower, he shall advise the Owner/Supervisor in advance and obtain approval.
4. Payment will be made based upon the hourly rates indicated in the proposal.

B. Materials/Equipment:

1. Where there is no bid item for materials or equipment, payment for materials and equipment incorporated into the project shall be at Contractor's cost, less all taxes, plus 15% (not to exceed) mark up for handling, overhead and profit. Contractor to provide copies of paid invoices for materials and equipment with his submission for payment.
2. The Owner reserves the right to provide parts and materials from its own stock to the Contractor for installation, with no mark up.

C. Contractor's Tools & Equipment:

1. No payment will be made for any small tools or power equipment necessary for the Contractor to perform the work.
2. No payment will be made for any expendable tools, fuel or lubricants (i.e., saw blades, drill bits, etc.).

D. Subcontractors:

1. The use of subcontractors requires approval in advance from Owner/Supervisor.
2. Not more than 25% of the value of this contract shall be permitted to be subcontracted without prior approval.
3. Payment for subcontractors shall be at the Contractor's cost, less all taxes, plus a maximum 7.5% mark up for coordination, overhead and profit.
4. The requirements of Sections 1.03 A, B and C shall apply to all subcontractors.
5. Contractors and subcontractors shall maintain appropriate insurances.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 16 – SUBMITTAL PROCEDURES
MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

PART 1 - GENERAL

1.01- SECTION INCLUDES

- A. This Section specifies the requirements for making submissions for the work.

1.02- IDENTIFICATION OF SUBMITTALS

- A. Each and every submission shall be provided by the Contractor and shall be accompanied by a transmittal letter to identify each submittal.

1.03 - COORDINATION OF SUBMITTALS

- A. Prior to submitting to the Supervisor, fully coordinate all interrelated work. As a minimum, do the following:
1. Determine and verify all field dimensions and conditions by field measuring existing conditions and the installed work of this Contract and work by others.
 2. Coordinate with all trades, subcontractors, vendors, system and equipment suppliers and manufacturers, public agencies, and utility companies and secure all necessary approvals, in writing.

1.04- TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates of installation to provide time for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery. The Supervisor will review submittals in a manner as expedient as possible.
- B. Submissions may be returned reviewed, unreviewed, rejected, returned conditioned upon submission of related items, or for other reasons set forth in the Contract Documents.
- C. For routine installation and maintenance, ***all*** submittals requiring Supervisor's review as required under the technical specifications of these documents shall be submitted within **THREE (3)** consecutive calendar days after the date of the Notice to Proceed (work order).
- D. If material or equipment is installed before it has been deemed to be in general compliance with the Contract Documents, as determined by the Supervisor, the Contractor shall be liable for its removal and replacement at no extra charge and without an increase in contract time.

SECTION 16 – SUBMITTAL PROCEDURES
MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

1.05 DESTINATION OF SUBMITTALS

- A. Submissions shall be sent to the Supervisor’s office by email.

1.06- CLARITY AND FORMAT OF SUBMITTALS

- A. All submittals shall be made in Portable Document File (PDF) format as specified hereinafter. Each submission shall be provided in digital format via email, and a copy retained in retrievable digital format with the name of the submission designation shown clearly on the heading of the folder or files or front of the CD.
- B. All materials shall be neat, clean, professionally drafted by hand or by computer, clear, legible, and of such quality that they can be easily reproduced by normal printing. Multiple files may be submitted on the same email and kept on the CD if separated into file groups, subsystems, or similar equipment/function.
- C. Digital documents not conforming to this paragraph will be returned to the Contractor without the Supervisor’s review.

1.07- CONTRACTOR’S REPRESENTATION

- A. By making a submission, the Contractor represents that he has determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving equipment into an enclosed space, materials, catalog and model numbers and similar data and that he has checked and coordinated each submission with other work at or adjacent to the project site.

1.08- SUPERVISOR’S REVIEW

- A. Supervisor will review and comment on each submission conforming to the requirements of this Section.
 - 1. Supervisor’s review will be for conformance with the Village’s requirements and will be confined to general arrangement and compliance with the Contract Documents only, and will not be for the purpose of checking dimensions, weights, clearances, fittings, laying lengths, tolerances, interference’s, for coordinating the work by others or subcontractors.
 - 2. The Supervisor’s review of a separate item, or portion of a system, does not represent a review of an assembly or system in which the item functions.

SECTION 16 – SUBMITTAL PROCEDURES

MAINTENANCE DREDGING

PROJECT NO. BAYV-CBMD24, June 20, 2024

B. The Supervisor will mark submittals as follows:

1. NO EXCEPTION TAKEN (A) - No corrections, no marks. The content of this submittal has been reviewed by the Supervisor and been found to be in general compliance with the Contract Documents. No further submission of this submittal is required and the information contained in the submittal may be built into the work in accordance with the Contract Documents.
2. MAKE CORRECTIONS NOTED (B) - Minor amount of corrections. The content of this submittal has been reviewed by the Supervisor and has been found in general to be in compliance with the Contract Documents. The notations made on the submittal by the Supervisor shall be incorporated into the work in accordance with the terms and conditions of the Contract Documents. No further submission of this submittal is required.
3. AMEND AND RESUBMIT (C) - The content of this submittal has been reviewed by the Supervisor and this review has determined that additional data and/or modification to the submitted data or other changes are required to bring the work represented in this submittal into compliance with the Contract Documents. This submittal shall be reviewed and revised in accordance with the Supervisor comments and resubmitted to the Supervisor for review. The information contained on the resubmittal shall not be incorporated into the work until the submittal is returned to the Contractor marked “NO EXCEPTION TAKEN” or “MAKE CORRECTIONS NOTED”.
4. REJECTED (D) - The content of this submittal has been reviewed by the Supervisor/Architect and has been determined not to be in accordance with the requirements contained in the Contract Document and requires too many corrections or other justifiable reason. The submittal shall be corrected and resubmitted or a submittal of an alternate shall be provided. No items are to be fabricated under this mark.
5. SUBMIT SPECIFIED ITEM (E)- The content of this submittal has been reviewed by the Supervisor and this review has indicated that the work displayed in the submittal is not in compliance with the Contract Documents. The Contractor shall submit another submittal for this portion of the work, which complies with the Contract Documents.
6. RECEIVED (R) - This submittal is accepted on the project and filed for record purposes only, in accordance with the terms and conditions of the Contract Documents. Documents marked “RECEIVED” will not be returned.

C. No payment will be made on any item for which a submission is required if such submission:

1. has not been made,

SECTION 16 – SUBMITTAL PROCEDURES

MAINTENANCE DREDGING

PROJECT NO. BAYV-CBMD24, June 20, 2024

2. has been made but was not stamped “No Exceptions Taken” by Supervisor,
3. has been made and stamped “Make Corrections Noted”, but Contractor has not complied with Supervisor’s notes marked on the submittal,
4. has been made and stamped “No Exceptions Taken”, but item provided does not conform to the shop drawing nor to the Contract Documents.

D. Submittals not required by these specifications will not be recognized or processed.

1.09 RESUBMISSIONS

- A. Prepare new and additional submissions, make required corrections, and resubmit corrected copies until found in compliance with the Contract Documents.
- B. On, or with, resubmittals, clearly describe revisions and changes made, other than the corrections requested by Supervisor, which did not appear on the previous submissions.

1.10 CONTRACTOR’S RESPONSIBILITIES

- A. Supervisor’s review of submittals shall not relieve the Contractor of his/her responsibility for any deviation from the requirements of the Contract Documents nor relieve the Contractor from responsibility for errors or omissions in the submittals.
- B. No portion of the work requiring a submission shall be commenced until the Supervisor has found the submission in general compliance with the Contract Documents.
- C. The Contractor shall provide written notification of any specification or drawing deviation.

1.11 MISCELLANEOUS SUBMITTALS

- A. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.12 SUBCONTRACTOR LIST

- A. The Contractor shall submit within three (3) calendar days after the date of the notice to proceed a list of all subcontractors.

1.13- MATERIAL SAFETY DATA SHEETS (MSDS)

- A. Comply with “Right to Know” requirements of Chapter 551 of Laws of New York, 1980, concerning notification of the use of toxic substances.

SECTION 16 – SUBMITTAL PROCEDURES

MAINTENANCE DREDGING PROJECT NO. BAYV-CBMD24, June 20, 2024

- B. Any product or substance used by the Contractor or its subcontractors which is listed in Subpart Z of OSHA Part 1910 Title 29 of the Code of Federal Regulations entitled “Toxic and Hazardous Substances” shall be identified to the Owner/Supervisor/Architect by the Contractor’s submission of a standard Material Safety Data Sheet (MSDS) in accordance with “Right To Know” requirements.
- C. Products will not be permitted to be kept on site without a MSDS.

1.14- SHOP DRAWINGS

- A. Submit shop drawings for all fabricated work, for all manufactured items and for items specifically required by the specifications.
- B. Submit each shop and layout drawing to Supervisor in the form of a **Portable Document File** (Adobe PDF) via email and retained on a CD as previously specified hereinbefore. After the submittal has been reviewed by the Supervisor, the PDF file will be annotated, prints will be made for Supervisor’s and Owners use, records, and distribution. The Supervisor will electronically return the reviewed PDF file to the Contractor through email or on a CD.
- C. Subcontractors shall submit shop drawings directly to the Contractor for checking. Thoroughly check subcontractors’ shop drawings for measurements, sizes of members, details, materials, and conformance with the Contract Documents.
 - 1. Return submittals which are found to be inaccurate or in error.
 - 2. Do not submit to the Supervisor until all corrections have been made.
- D. Clearly show the relationship of the various parts of the project and where the information provided on the submission depends upon field measurements and existing conditions.
- E. The Contractor shall make all measurements, confirm existing conditions, and include them on the shop drawings before making a submission to the Supervisor.
- F. Submissions for a single item, or group of related items shall be complete.
- G. When submitting manufacturers’ catalogs, pamphlets or other data sheets, in lieu of prepared shop drawings, clearly mark the items being submitted for review.
- H. If the shop drawings contain any departures from the contract requirements, specifically describe them in the letter of transmittal.
 - 1. Where such departures require revisions to layouts or any other changes to the work as shown, Contractor shall, at his own expense, prepare and submit revised drawings accordingly.

SECTION 16 – SUBMITTAL PROCEDURES
MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

1.15- MANUFACTURER'S INSTRUCTIONS

- A. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation. Provide manufacturer's instructions with shop drawings.

1.16- CERTIFICATIONS

- A. Submit certifications of compliance indicated in the Contract Documents.
- B. Certifications shall be complete and exact, they shall be properly authenticated by the written signature, in ink, of an owner, officer or duly authorized representative of the person, firm or organization issuing such certification and they shall guarantee that the materials or equipment are in complete conformance with the requirements of these specifications.

1.17- TEST RESULTS AND INSTALLATION

- A. Do not deliver to the project or incorporate into the work any materials or equipment for which Supervisor has not completed his review and found same to be in general conformance with the Contract Documents.

1.18- WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS

- A. Unless otherwise specified, the requirement to submit data and samples for products specified in other divisions for approval will be waived for products specified by brand name if the specifically named products are furnished for the work.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 17 – REGULATORY REQUIREMENTS
MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Codes
- B. Governing agencies
- C. Permits

1.02 – CODES

- A. Comply with the requirements of the various codes referred to in these Specifications. Such codes shall be the date of the latest revision in effect at the time of receiving bids.
- B. If there is a conflict between local, state, and/or Federal regulatory requirements, seek a consultation with the State Department of Labor. Resolve conflicts to the satisfaction of the State Department of Labor prior to commencing work.

1.03 - GOVERNING AGENCIES

- A. All work shall conform to and be performed in strict accordance with all governing agencies such as, but not limited to:
 - 1. Occupational Safety and Health Act - OSHA
 - 2. Town of Oyster Bay Codes and Requirements
 - 3. Nassau County Department of Health
 - 4. Inc. Village of Bayville Codes, Rules, Laws and Ordinances
 - 5. New York State Department of Environmental Conservation Permit and authorization conditions, along with its Rules and Regulations.
 - 6. Connecticut Energy and Environment Department
 - 7. U.S. Department of the Army, Corps of Engineers Permit and authorization conditions, along with its Rules and Regulations.

1.04 – PERMITS AND INSPECTIONS

- A. Representatives of the Owner shall have access to the work for inspection purposes. The Contractor shall provide facilities suitable to the Owner to facilitate inspections of the installed work.

SECTION 17 – REGULATORY REQUIREMENTS
MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

- B. Obtain and pay for all permits, fees, licenses, certificates, inspections and other use charges required in connection with the work.

1.05 - COORDINATION WITH GAS/ELECTRIC/TELEPHONE/CABLE UTILITY COMPANY

- A. Comply with the gas/electric/telephone/cable utility companies regarding excavation around or in the vicinity of existing facilities.

1.06 – COORDINATION WITH WATER UTILITY

- A. Make necessary connections to existing public water mains under supervision of the water utility representative.

1.07 – UTILITY WORK WITHIN RIGHT-OF-WAY

- A. Utility Work, either overhead or underground, within the boundaries of the right-of-way, shall conform to procedures set forth by the applicable permits.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 18 - MAINTENANCE AND PROTECTION OF TRAFFIC
MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

PART 1 - GENERAL

1.01 - SCOPE

- A. Furnish all labor, materials, equipment and appliances necessary to maintain both vehicular and pedestrian traffic.
- B. Protect the public from all damage to person and property.
- C. Minimize inconveniences to the residences and businesses adjacent to the work area for the duration of the work.

1.02 – REFERENCES

- A. Manual of Uniform Traffic Control Devices (MUTCD).

1.03 – WORK CONDITIONS

- A. The Contractor shall maintain traffic over a reasonably smooth travel way which shall be so marked by signs, delineations and/or other methods so that a person who has no knowledge of conditions can safely, and with a minimum of discomfort and inconvenience, ride, drive or walk over all or any portion of the roadway under construction.
- B. Provide maintenance of temporary pavement in accordance with the appropriate temporary pavement specifications.
- C. If required by the roadway agency, the Contractor shall prepare and submit a plan to the Supervisor, outlining a schedule of operations for the maintenance, protection and detouring of traffic, showing in complete detail the methods, sequences, procedures, and facilities he proposes to install. If required, the Contractor shall also submit a detailed maintenance and protection of traffic scheme to the appropriate local roadway agency and shall secure written approval from that agency prior to beginning work.
- D. For work on State highways, the Contractor will be required to prepare and submit a detailed maintenance and protection of traffic plan to the New York State Department of Transportation (NYSDOT) for approval before a road opening permit can be issued and work can begin. All detour schemes and maintenance details shall conform to the requirements of the latest edition of the MUTCD and Section 619 of the New York State Department of Transportation “Standard Specifications” latest edition.
- E. The Contractor is placed on notice that the maintenance and protection of traffic during construction is considered as important and necessary an item of work as is the actual construction itself. The Contractor shall at all times conduct his operations in a manner to ensure the safety of motorists, pedestrians and his own employees.

SECTION 18 - MAINTENANCE AND PROTECTION OF TRAFFIC
MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

- F. The Contractor shall protect the user from damage to person and property by reason of any construction operation (i.e., painting, paving, excavation, demolition, etc.) by such protection screens, devices or methods as are approved by the appropriate governing agency.
- G. Throughout the course of the work, the health and welfare of the abutting residents shall be provided for. The Contractor shall ascertain the specific needs of individuals whose homes or places of business may be inaccessible for periods of time while required construction work is in progress. Advance notification, where practical, of construction activities shall be given to the affected local residents.

PART 2 - PRODUCTS

- A. All materials used shall comply with the requirements for the various items or materials as established in the specifications or the contract plans.
- B. All temporary signs, delineators, barricades, lighting and other warning and guiding devices shall be as approved by the Supervisor and will remain the property of the Contractor.

PART 3 – EXECUTION

- A. The Contractor shall generally provide a travel way suitable for maintaining a minimum of two lanes of traffic. This travel way shall be always kept well-drained and reasonably smooth and hard and free of potholes, bumps, irregularities, and depressions that hold or retain water.
- B. The Contractor shall erect barricades, detour signs, warning lights and other facilities approved by the State or appropriate agency at the beginning, end and for the entire length of any detours to adequately warn the traveling public that the road is closed and indicate the direction and route of the detour. He shall conduct his operations to ensure a minimum of delay to traffic.
- C. The Contractor shall furnish, erect, and maintain proper reflectorized signs, indicating to motorists the status of the highway under construction.
- D. All signs shall be kept clean, mounted at the indicated height, and so placed as to be effective both day and night. Signs, warnings, delineators, and barricades shall be used to adequately inform the motorist of any unusual or unsafe condition and to guide him safely and clearly through the work area. Such signs, barricades, warning, or devices shall be so placed and lighted as to give timely warning and permit the motorist to take the necessary action to traverse the area safely. Barricades and signs shall be lighted when and as required.

SECTION 18 - MAINTENANCE AND PROTECTION OF TRAFFIC
MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

- E. The Contractor shall delineate areas where there is a drop-off near the edge of the travel lanes and areas of which it is unsafe to travel.
- F. All signs, markers and other facilities shall indicate actual conditions existing and shall be moved, removed, or changed immediately as conditions require.
- G. The Contractor shall furnish materials, labor and equipment at any time, day, or night, to immediately repair, remedy and prevent washouts, formation of holes, ruts and depressions, sunken trenches, and the destruction of sinking of temporary pavements. This applies when the work is underway and when the work is temporarily suspended for any period of time. Special attention shall be given to maintenance of a satisfactory travel way over weekends, holidays and during the winter season.
- H. Whenever it is necessary to maintain traffic, the Contractor shall employ a sufficient number of competent flagmen during the time traffic is to be maintained. The Contractor shall also provide a sufficient number of competent flagmen in areas where traffic is congested, particularly where construction equipment is operating.
- I. The Contractor shall maintain at all times, adequate ingress and egress for pedestrian and vehicular traffic to and from private driveways, business and commercial establishments or for main street intersections and heavily traveled crossings.
- J. The Contractor will be required, after the installation of all pipes and necessary appurtenances thereto, to immediately backfill all trenches; compact same with the surface of the fill graded off; and install temporary pavement to permit the resumption of traffic without delay. The surfaces of all trenches shall be maintained continually by the Contractor to carry traffic smoothly, safely and without interruptions or slowdowns until the permanent pavement has been restored.
- K. The existing highway signs and supports within the work limits are to remain under the control and jurisdiction of the roadway agency and are to be properly maintained for the duration of the work by the Contractor.
- L. Signs or markers lost or damaged because of negligence on the part of the Contractor shall be replaced at the Contractor's expense.
- M. If the Contractor fails to maintain and protect traffic adequately and safely for a period of 24 hours, the Owner may correct the adverse conditions by the use of such means that he may deem necessary and augmented by such other equipment and personnel as it may be necessary to hire from outside sources, and the entire cost of this work by such forces, materials and equipment shall be deducted from any monies due the Contractor.

END OF SECTION

SPECIFICATIONS

Bayville Marina (Beach Creek Road) Request for Proposals Maintenance Dredging

Incorporated Village of Bayville, Nassau County, New York

Executive Summary

This Request for Proposals (RFP) solicits sealed bids for removing sediments from the seabed in and around the Bayville Marina and disposing of same in Long Island Sound at the Western LIS disposal site.

The project is authorized by permits from the US Army Corps of Engineers and, the New York State Department of Environmental Conservation, and concurrence by the New York State Department of State and a license from the Connecticut Department of Energy and Environmental Protection.

The project will be overseen by the Village and its consultant, Dru Associates, Inc., designated as the Supervisor, at email Dredgebayville@gmail.com.

The prospective contractors are required to provide a detailed plan of action, designating field methods for mobilization (dock/pile removal and replacement as needed), schedule for work (including notices to Village for boat removal), sediment removal and transport methods for disposal of the sediment in Long Island Sound. **Prospective bidders are encouraged to visit the site and observe the waterways through which their equipment must pass, as well as the on-land facilities of the marina.**

The prospective contractors are responsible in their bids to account for the special conditions attached to the permits, noting that there are seasonal windows and both surveying and monitoring requirements to control environmental impacts and procedures. The surveying and monitoring requirements are attached to the procedures for payment for services.

SECTION 19 - SPECIFICATIONS

MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

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SECTION 19 - SPECIFICATIONS

MAINTENANCE DREDGING PROJECT NO. BAYV-CBMD24, June 20, 2024

SECTION 01 100: FACILITY DESCRIPTION

The Beach Creek Marina in the Village of Bayville, Nassau County, New York is located in the Mill Creek estuary off Creek Road. The marina, currently consisting of 78 slips, has a boat ramp and accommodates berthing of power boats for Bayville residents. There is a smaller dock to the east of the main dock that is used for launching and recovering kayaks and paddleboards. The upland property supports parking and bathrooms for patrons using the facility as well as a small boating maintenance facility shop for the convenience of boaters. Most of the marina grounds are pervious landscape and gravel, except a section of asphalt in the parking area upland of a concrete retaining wall along the shoreline west of the dock accessway and a concrete boat ramp.

The shoreline at the site consists mostly of tidal wetlands, comprised of *Spartina* marsh, rocky to muddy flats and some sandy beach areas. There are no stormwater outfalls located at the site. The closest road storm drain is located 430 feet to the west of the marina parking lot.

Access to the marina by boat from Long Island Sound is provided by entering Oyster Bay, then navigating southwest approximately 2.8 nm past the Village of Oyster Bay then northwest approximately 1.4 nm then westward approximately 0.8 nm past the West Shore Road Bridge around Mill Neck to the marina. There is one Federal drawbridge on the Bayville-Oyster Bay roadway that spans the waterway into Mill Creek estuary.

Prospective bidders are advised to visit the site and inspect roadways and waterways to ensure their proposal is consistent with local conditions and that the project elements are fully understood. It should be noted that Nassau County continues to repair/replace the Bayville Bridge during the 2021-2024 seasons which may affect waterway access to the Bayville marina area. The County has provided the following information as of the drafting of this RFP:

The bridge is currently undergoing final stages of the repairs and is expected to be completely functional by June of 2024.

Prospective bidders will be provided with County contact information if and when necessary and are further advised to study the permit documents and plans in order to ensure the project is clear to them and that limitations of the permit conditions are fully understood.

SECTION 19 - SPECIFICATIONS

MAINTENANCE DREDGING PROJECT NO. BAYV-CBMD24, June 20, 2024

SECTION 01 101: PROJECT ELEMENTS

The principal purpose for dredging is to restore previously authorized water depths and improve navigational access and safety. The project consists of mechanically dredging and disposing of approximately 10,000 cyds of marine sediments from the permitted dredge footprint. The dredge areas are shown on Figure 3. The overall dredge area is irregularly shaped, extending approximately 630 feet in an east-west direction and approximately 240 feet to the north and south, and occupies an area of approximately 50,000 square feet. The Contractor will dredge the marina area to its previously authorized depth of -6 feet MLW as well as the side slopes and boat ramp area as depicted on the project plans. The dredge quantity estimates are based on a survey conducted on October 19, 2017.

Regulatory approvals will be the standards for performance and criteria for completion of the work and payment for such. Contractors shall state in their Proposal that they have read and understand the Permits for this project from:

1. New York State Department of Environmental Conservation (NYS DEC)
2. Connecticut Department of Energy and Environmental Protection (Ct DEEP),
3. US Army Corps of Engineers (ACOE).

The Beach Creek Marina was last dredged for navigational safety in 2003. It has shallowed in portions of its footprint, and demand for safe navigation as well as additional slips resulted in the permitting of these elements of the project:

1. Dredge the marina footprint to 6 ft below mean low water.
2. Dispose of dredge material at the Western Long Island Sound Disposal site.

This tentative schedule must be fully described ensuring coordination with the Village Marina management committee and boat owners. The normal boating season at Bayville marina ends during November, so the contractor must provide a detailed schedule so that the Village can plan ahead to notify boaters of the upcoming work. While some mobilization may begin before all boats are removed, the contractor must maintain contact with the Village during the run-up to the work because there will be no compensation for delays due to scheduling beyond weather-related issues.

SECTION 19 - SPECIFICATIONS

MAINTENANCE DREDGING
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Table 1. Task Specific Estimated Schedule, based on local experience but not allowing for unanticipated delays due to abnormal weather or sea conditions:

Task	Duration (days) After Contract
Pre-dredge survey	1-7
Remove existing docks/pilings/store on-site	8-14
Dredge/dispose of sediments	15-45
Post-dredge survey	46-50
Replace existing docks and pilings	51-58

SECTION 19 - SPECIFICATIONS

MAINTENANCE DREDGING
PROJECT NO. BAYV-CBMD24, June 20, 2024

SECTION 01 103 PROJECT DOCUMENTS

The work to be performed is represented in this Request for Proposal and the plans and texts accompanying the permits from the NYS DEC, ACOE and Ct DEEP. No other source of specifications applies to this project except standard references on the science and logistics of maintenance dredging in marina waters.

Prospective bidders are advised to register their interest by email to Dru Associates, Inc. by June 13, 2024 at Dredgebayville@gmail.com. Any questions/clarifications raised by a prospective bidder must be conveyed by email to Dru Associates, Inc. by July 2, 2024 at Dredgebayville@gmail.com. All such communications will be shared with all bidders who have registered their interest by email.

SECTION 19 - SPECIFICATIONS

MAINTENANCE DREDGING PROJECT NO. BAYV-CBMD24, June 20, 2024

SECTION 01 104 SITE LOGISTICS: ACCESS, STAGING AND STORAGE

The Site Logistics for this project involve two access types: water-borne and roadway. It is presumed that most of the access is water-borne, but prospective bidders must review the roadway access carefully and account for it if needed. A designated staging/storage area is available in the Logistics Plan (Figure 1).

The issues of logistics are:

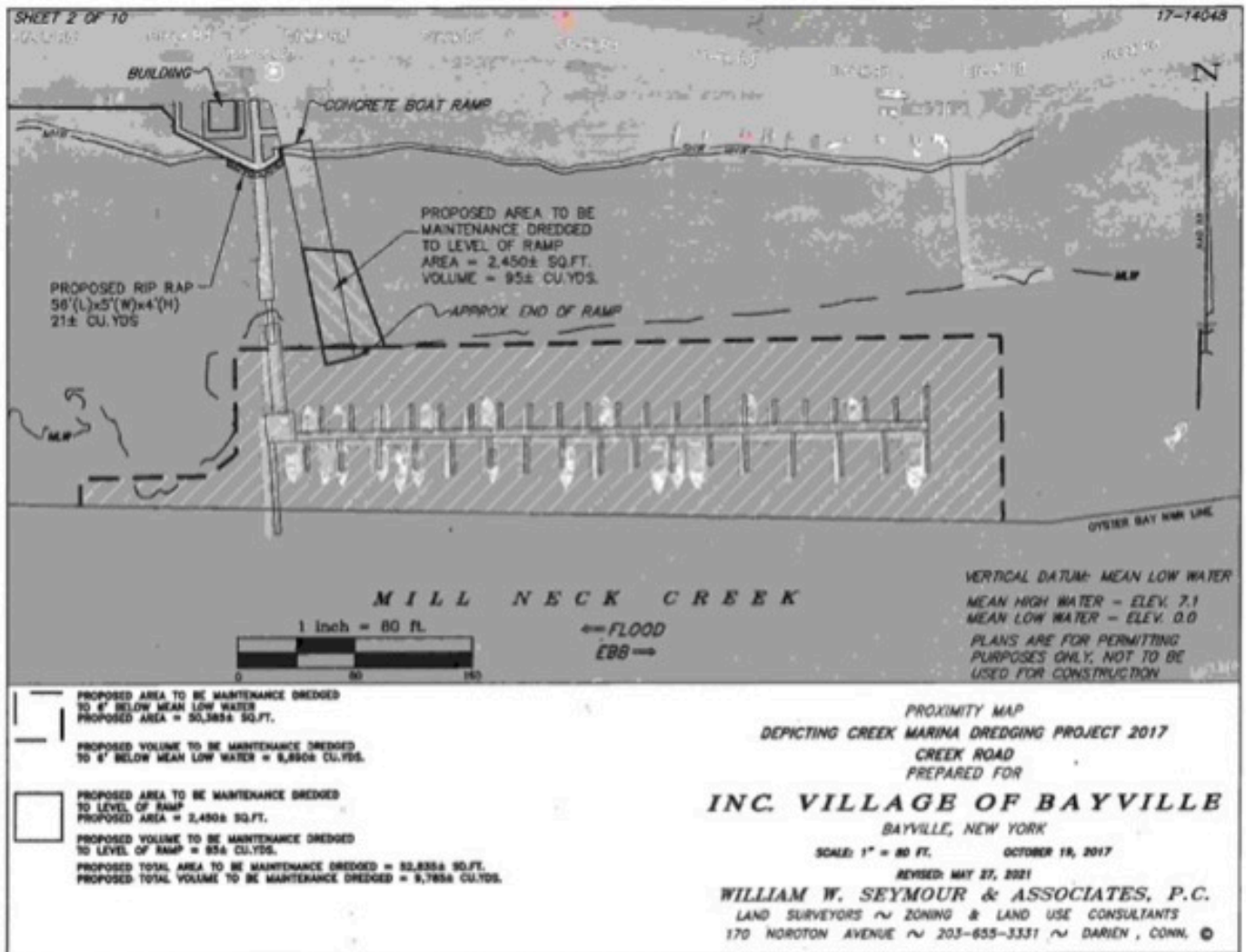
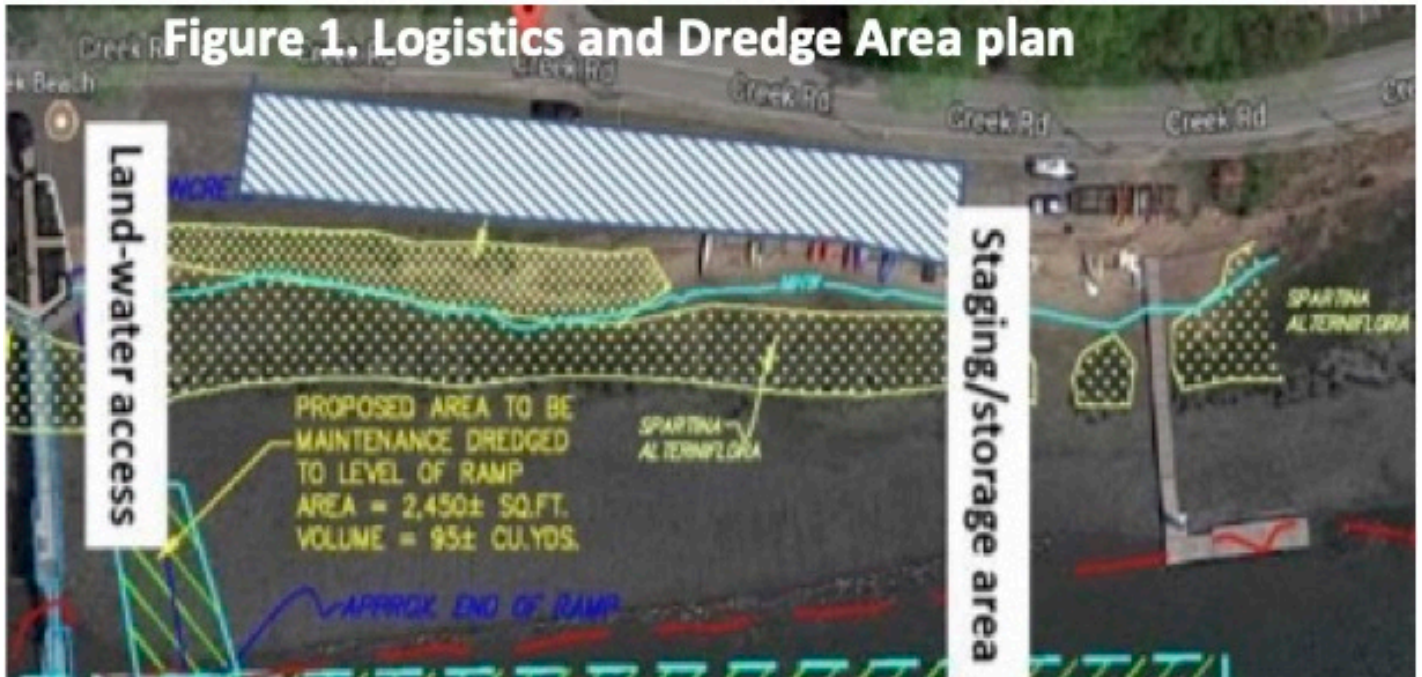
1. Proposed water-borne vessel and equipment access routes.
2. Proposed land-based vehicle and equipment access routes and storage area.
3. Delivery access for materials.
4. Staging of contractor's vehicles, materials and other management items.

The Staging/storage area is not unlimited and must be surrounded on the water side by erosion control fence and on the upland side by orange safety construction fence. The contractor shall ensure complete encirclement of the staging/storage area, with security ensured by closures of the fencing and continued maintenance of those fences throughout the project.

Environmental Protection Note: There shall be no vehicular or pedestrian movement through, on or within the vegetated wetlands. All movements between land and water shall be through the boat ramp area, unless specifically approved by the Supervisor. Any incursions into the vegetated wetland by persons, materials, vehicles or erosive drainage must be reported by email immediately to the Supervisor.

SECTION 19 - SPECIFICATIONS

MAINTENANCE DREDGING
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SECTION 19 - SPECIFICATIONS

MAINTENANCE DREDGING PROJECT NO. BAYV-CBMD24, June 20, 2024

SECTION 02 200 DREDGING OVERVIEW

The proposed work involves dredging a total of approximately 10,000 cy of marine sediments from an irregularly shaped area totaling approximately 50,000 square feet (1.2 acres) to a maximum depth of -6 feet below the plane of mean low water plus side slopes as depicted on the project plans. The total quantity includes dredging an area at the boat ramp to the level of the ramp.

The dredging window established by the regulatory agencies for the project is October 1 to December 31. Therefore, dredging and disposal operations will need to be completed by December 31, 2024.

The disposal of sediments shall be conducted at the Western Long Island Sound Disposal Site (WLDS). Specifications regarding disposal at WLDS are provided in Section 02 203 of these Specifications.

The Contractor shall submit an approximate schedule of availability with their bid, and update with a detailed schedule two weeks prior to the start of work and weekly thereafter. The Contractor shall coordinate their activities with the Village's Dredge Management Contractor to avoid delays to either party.

The Contract Plans and Specifications and permit requirements shall govern the implementation of this project. In the event of a discrepancy between these documents, the Contractor shall not deviate from the Contract Plans and Specifications and permits without express written consent of the Village of Bayville.

SECTION 19 - SPECIFICATIONS

MAINTENANCE DREDGING PROJECT NO. BAYV-CBMD24, June 20, 2024

SECTION 02 201 SEDIMENT DREDGING OPERATIONS

The Contractor shall exercise care while dredging to protect existing docks, pilings, pier, access ramp and the launch ramp that are located within and/or adjacent to the work areas. Damage to any structures or vessels shall be the responsibility of the Contractor and shall be repaired at the Contractor's expense. The Contractor shall also exercise care when dredging in the vicinity of existing tidal wetlands located along the shoreline. Side slope angles in these areas shall be adjusted if necessary to avoid impacting the wetlands.

The Contractor may wish to temporarily remove some or all of the existing docks and pilings in order to more efficiently conduct the dredging and to avoid damaging any marina components. If the Contractor does elect to remove any marina-related components a proposed removal plan shall be submitted to the Village and made part of the contract before beginning any removal operations. The Contractor shall check areas in close proximity to any docks that are left in place during the dredging to ensure that any sloughing of material to areas beneath the docks has not occurred and resulted in the formation of high spots in the bottom profile. Any sloughing of material that creates high spots relative to the authorized dredge depth shall be removed by the Contractor.

Satisfactory performance of this contract shall not be judged by dredge quantities, but rather by achieving a relatively planar bottom profile at the minimum authorized depths, without high spots that would hinder safe navigation. The Village and their dredge management Consultant shall be the sole judge of achieving this performance standard, and the Contractor shall not be released from the site until the final post-dredge survey confirms the desired elevations are achieved.

Pursuant to Special Conditions of the permits, there will be a specific staging of the Dredging operations (see Staging Plan);

- A. Dredging will begin by first working from the east along the main floating dock.
- B. Dredging would continue into the central section which will occur just after the winter shut-down of the marina, when the central section would be disturbed by boat and dock removals.
- C. Dredging will then move westward to the western section as the central area is completed.
- D. Finally, the nearshore eastern section can be dredged at the end of the project, to allow this cleaner material to be disposed as a 'cap' to the bulk of the spoil.

SECTION 19 - SPECIFICATIONS

MAINTENANCE DREDGING
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Staging Plan:



SECTION 19 - SPECIFICATIONS

MAINTENANCE DREDGING PROJECT NO. BAYV-CBMD24, June 20, 2024

SECTION 02 202 DREDGE AREA SURVEYS

One pre-dredge and one post-dredge hydrographic survey will be conducted by a surveyor on behalf of the Village of Bayville. The pre-dredge survey will be completed prior to the commencement of dredging operations. The post-dredge survey will be conducted within approximately ten days of the date upon which notice of completion is received from the Contractor.

The post-dredge survey will be reviewed to determine if the project has been completed in compliance with the project specifications and permits. The post-dredge survey will also serve as the survey used to complete "as-built" plans required by the regulatory agencies as a condition of the permits. The pre-dredge survey and final post-dredge survey to be conducted by the Village shall be solely used in order to determine the quantity of sediments dredged for payment purposes (refer to Section 03 300 Determination of Payments).

The contractor shall be responsible for all progress surveys that they may elect to do during the dredging process. If the initial post-dredge survey finds that the dredging has not been completed to authorized depths, the contractor will be responsible for the cost of that survey and for correcting the completion of any area(s) the Contractor failed to complete. Another post-dredge survey will be conducted within 10 days of receiving notice from the Contractor that the area(s) needing correction have been completed. This process will be repeated as many times as necessary in order to complete the work satisfactorily.

SECTION 19 - SPECIFICATIONS

MAINTENANCE DREDGING PROJECT NO. BAYV-CBMD24, June 20, 2024

SECTION 02 203 DISPOSAL OF MARINE SEDIMENTS

Sediments dredged during the project shall be transported to the Western Long Island Sound Disposal Site (WLDS) via ocean-going barges. Disposal at WLDS shall be performed in accordance with the conditions specified in the State and Federal permits for the project and any other conditions established by the regulatory agencies prior to and during disposal operations.

The Contractor shall be required to release the dredged material (“point-dump”) at specified coordinates identified by the ACOE, New England District within the disposal site, and shall be required to hold each barge at a complete halt at the specified location before and during emptying of the barge. When a disposal buoy is present at the specified coordinates, disposal shall occur with the side of the scow at least 100 feet and no greater than 200 feet from the buoy to minimize collisions with the buoy.

These requirements must be followed except when doing so will create unsafe conditions because of weather or sea state, in which case disposal with the scow moving only fast enough to maintain safe control (generally less than one knot) is permitted. Disposal is not permitted if these requirements cannot be met due to weather or sea conditions.

Dredging operations may not begin until the contractor obtains a disposal authorization from the ACOE. Disposal authorization from the ACOE shall include information that specifies the precise disposal point coordinates and describes the buoy that has been placed by the ACOE at the disposal point. The contractor shall not begin dredging operations without providing a copy of the disposal authorization to the Village Dredge Management Supervisor and receiving written authorization to begin from the Dredge Management Supervisor and/or Village. The Contractor shall be responsible for providing the Silent Inspector system as required by Special Condition in the attached Army Corps permit.

The Contractor shall also notify the First Coast Guard District, Aids to Navigation Office at (617) 223-8356 of the location and estimated duration of dredge and disposal operations in accordance with the ACOE permit. The Contractor shall also notify the Captain of the Port, Long Island Sound at (203) 468-4464 at least two (2) hours before each departure from the dredging site.

The Contractor shall assume full responsibility for any errant disposal of dredged material in unauthorized locations (i.e. short dumping).

SECTION 19 - SPECIFICATIONS

MAINTENANCE DREDGING PROJECT NO. BAYV-CBMD24, June 20, 2024

SECTION 02 204 DREDGING SCHEDULE/PROGRESS REPORTS

All bidders shall submit with their bid a schedule of availability within the allowed dredge window. Bidders should note that dredging operations will generally be allowed 24 hours a day and seven days a week, although access to the upland portions of facilities may not be available at all times.

The Contractor shall provide updated schedules to the Dredge Management Supervisor and Village two weeks prior to the start of work, and on a weekly basis thereafter. The updated Schedule report shall include a Work Progress Report submitted electronically.

The Contractor shall confirm by email to the Supervisor all reports to regulatory agencies, including but not limited to: the First Coast Guard District, Aids to Navigation Office at (617) 223-8356 of the location and estimated duration of dredge and disposal operations in accordance with the ACOE permit, and the notifications to the Captain of the Port, Long Island Sound at (203) 468-4464 at least two (2) hours before each departure from the dredging site.

SECTION 19 - SPECIFICATIONS

MAINTENANCE DREDGING PROJECT NO. BAYV-CBMD24, June 20, 2024

SECTION 03 300 DETERMINATION OF PAYMENTS

Payment shall be made to the Contractor for the pay items presented in this Contract Specification Package and the Bid Proposal Form included in [Section 04 100]. The pay items include:

Pay Item 1. Mobilization and Demobilization.

The contractor shall provide a cost for mobilization and demobilization associated with dredging and disposal of sediment from the Village of Bayville Beach Creek Marina site. The lump sum fee for mobilization and demobilization shall include each and every item of work and expense to mobilize, maintain, and demobilize all labor and equipment necessary to conduct the work as specified and within the project schedule. In no event shall the Contractor make claims for additional costs for mobilization and demobilization

Mobilization shall include removal/replacement of existing docks and pilings as required to perform the dredging operation and shall be presented as unit costs with an estimate of the number of existing pilings to be removed/replaced.

Pay Item 2. Dredging of Sediments and Disposal at the Western Long Island Sound Disposal Site.

The unit price for dredging of sediments, transport and disposal at the Western Long Island Sound Disposal Site shall include each and every item of work and expense necessary to conduct the work as specified in the contract documents, including the regulatory permits. Should a pre-dredge survey indicate that additional sediment has accumulated in the footprints, there shall be no increase in the unit price. Contractor shall, pursuant to the Permit process, report the volume of dredge spoils to Dru Associates, Inc. and submit the Village Voucher in accordance with Section 15. However, payment shall be made based on the actual quantity of material dredged in accordance with the contract documents.

Payments for the actual quantity of sediments removed during the project shall be solely based on the difference between the pre-dredge and final post-dredge surveys conducted by a surveyor on behalf of the Village of Bayville. Contractor surveys and Contractor-based quantity calculations shall not be used for payment purposes.

SECTION 19 - SPECIFICATIONS

MAINTENANCE DREDGING

PROJECT NO. BAYV-CBMD24, June 20, 2024

No payments shall be made for sediments removed resulting in depths greater than the authorized dredge limit or outside of the dredge footprints excluding authorized side slopes. As noted, the volume of sediment to be dredged is subject to change based on the pre-dredge survey. There shall be no adjustments to mobilization or dredging unit costs based on the final volume.

Special Note Regarding Delays: No additional payment shall be made for delays caused by weather, delays caused by mechanical malfunctions, or any other delays not specifically requested by the Village or Supervisor. Should the Village request a temporary delay of the Contractor's scheduled work, the Contractor shall be compensated only in accordance with the unit rate for "standby" time to be provided by the Contractor in their bid. Temporary shutdown of work ordered by the Village or Supervisor due to failure of the Contractor to adhere to the plans and specifications, permit conditions, or local, State or Federal safety requirements shall not constitute a compensable delay.

APPENDIX A
WORK ORDER FORM

WORK ORDER

To: _____

W.O. # _____

Fax No.: _____

Date: _____

Address: _____

Time: _____

**Re: Inc. Village of Bayville
Maintenance Dredging
Contract No.: BAYV**

Dear [*Contractor*]:

This will confirm that your firm has been assigned the following work under the above referenced contract:

- Emergency Status (24 hour response time required)
- Non-Emergency Status (Time stipulation below)

Commence On or After: _____

Complete Work by: _____

Work Description: _____

Please sign below to confirm that you have received and accepted this assignment and that you agree to complete the work in accordance with the above schedule. Fax completed form back to the Village at 516.628.3740 or e-mail to Andrew Petti at apetti@bayvilley.gov.

Very truly yours,

INC. VILLAGE OF BAYVILLE

Andrew Petti,
Supervisor of Water Plant Operations

AGREED AND CONSENTED:

Contractor

P.O. #

Date.

APPENDIX B

HOLD HARMLESS

To the fullest extent permitted by law, _____ (Contractor) shall indemnify, hold harmless and defend the Incorporated Village of Bayville and Dru Associates, Inc., and all respective elected and appointed officials, employees, volunteers, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the Contractor or its subcontractors and/or agents, on account of personal injury, death or property loss to the Incorporated Village of Bayville and Dru Associates, Inc, and their officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the Incorporated Village of Bayville and Dru Associates, Inc. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise.

In any and all claims against Incorporated Village of Bayville and Dru Associates, Inc, all elected and appointed officials, employees and volunteers or any of its agents or employees by any employee of the contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the contractor or their sub-contractor under Workers Compensation acts, disability acts, or other employee benefit acts.

The indemnification provided by this Agreement shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the ____ day of _____, 2021.

Incorporated Village of Bayville

Contractor

Name

Signature – name and title

Signature – name and title

(Please print name and title)

(Please print name and title)

Dru Associates, Inc.

Signature – name and title

(Please print name and title)

APPENDIX C PERMITS

DEPARTMENT OF THE ARMY PERMIT

Permittee: Village of Bayville
Attn: Mayor Robert E. De Natale
34 School Street
Bayville, NY 11709
516-628-1439

Permit Number: NAN-2020-00894

Permit Date: _____

Issuing Office: U.S. Army Corps of Engineers - New York District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer. You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description:

Maintenance dredge, via mechanical bucket, approximately 10,000 cubic yards (CYs) of dredged material from an irregularly shaped recreational area totaling approximately 52,835 square feet (1.21 acres) to a maximum depth of 6 feet below the plane of Mean Low Water (MLW). The permitted work includes the installation of an approximately 56 linear feet of rock rip-rap bank stabilization consisting of approximately 21 CYs of rock rip-rap located landward of the existing fixed timber pier structure; and the planting of *Spartina alterniflora* over an approximate 720-square-foot tidal area west of the existing fixed timber pier structure.

All dredged material will be placed in bottom-dump scow barges, without decanting of excess water out of the dump scow barges at the dredging site from the dredged material, for subsequent transport and open-water placement at the designated Western Long Island Sound Disposal Site (WLDS).

All permitted work shall be performed in accordance with the enclosed dated permit drawings; Special Conditions (A) through (L) listed below; special conditions and/or stipulations of the New York State Department of Environmental Conservation issued Section 401 of the Clean Water Act Water Quality Certificate 1-2824-01006/00010 and the Connecticut Department of Energy and Environmental Protection License # 202006541-SDFQ, and all amendments thereto; all of which are hereby made part of this permit and enclosed.

Project Location:

IN: Mill Neck Creek, a tributary of Oyster Bay Harbor

AT: Creek Road, Village of Bayville, Town of Oyster Bay, Nassau County,
New York

PERMITTEE: Village of Bayville
PERMIT NUMBER: NAN-2020-00894

Permit Conditions:

General Conditions:

- 1. The time limit for completing the permitted work authorized ends on _____. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.**
- 2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.**
- 3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.**
- 4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.**
- 5. If conditioned water quality certifications has been issued for your project, you must comply with the conditions specified in the certifications as special conditions to this permit. For your convenience, a copy of the certifications are attached if it contains such conditions.**
- 6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.**

Special Conditions:

(A) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

PERMITTEE: Village of Bayville
PERMIT NUMBER: NAN-2020-00894

(B) A complete copy of this permit, including its drawings, special conditions and any amendments shall be maintained at the work site whenever work is being performed. The permittee shall ensure that all contractors, subcontractors and other personnel performing the permitted work are fully aware of the permit's terms and conditions.

(C) The permittee shall avoid dredging and riprap placement between January 1st to May 31st of any calendar year in order to minimize impacts to winter flounder early life stage essential fish habitat.

(D) The permittee shall ensure that if water depths are less than two (2) feet at MLW, the floats will be chocked to ensure it does not rest on the bottom at any stage of the tide.

(E) The permittee shall ensure that water borne equipment float at all stages of the tide.

(F) The permittee shall contact at least ten working days in advance of the start date, the First Coast Guard District, Local Notice to Mariners Office (617) 223-8356, Aids to Navigation Office, (617) 223-8347, and Department of Homeland Security, U. S. Coast Guard – Sector Long Island Sound, Chief Warrant Officer Zambrana at 203-468-4454, of the location and estimated duration of the dredging and disposal operations.

(G) Except when directed otherwise by the Corps for site management purposes, disposal of dredged material is not permitted unless the following requirements can be met:

- a. Dredged material shall be released at a specified set of coordinates within the disposal site provided in the Dredge and Disposal Approval Letter with the scow moving at a speed of 3 knots or less.**
- b. Disposal shall occur with the scow within 300 feet of the disposal coordinates provided in the Dredge and Disposal Approval Letter for open/ocean water disposal sites.**
- c. If following the requirements in (a) and (b) above is unsafe, e.g., due to weather or sea conditions, disposal with the scow moving only fast enough to maintain safe control is permitted. In that regard, special attention needs to be given to predicted conditions prior to departing for the disposal site. If disposal occurs without complying with (a) or (b) above, you, your representative, or the captain of the disposal vessel, must notify the Corps DQM contact immediately (see contact information below). Leave a voice message with the relevant information if no one answers. Information provided shall include disposal coordinates, permit number, volume disposed, date and time of disposal, circumstances of incident, disposal vessel name, name of caller, and phone number of callers. In addition, a detailed written report with supporting documentation shall be provided to the Corps within 48 hours following any non-compliant event.**

(H) National Dredging Quality Management (DQM) Program Requirements:

PERMITTEE: Village of Bayville
PERMIT NUMBER: NAN-2020-00894

- a. Discharges of dredged material involving open-water disposal and confined aquatic disposal cells require monitoring by the contractor, which must be performed using the DQM system software and hardware system developed by the Corps. Please address questions regarding certification to the Corps New England District DQM contact (see contact information below).
- b. You are required to follow the DQM specifications, including the DQM information transfer protocol, located at <http://dqm.usace.army.mil>. The Corps must have certified each disposal vessel used for this project within a year of the disposal activity and you must send the DQM Certification and the Annual System Quality Assurance Verification to the Corps with the Dredge and Disposal Request Form. You are responsible for ensuring that the DQM system is operational throughout the project and that project data are submitted to the National DQM Support Center in accordance with the specifications provided at the aforementioned website. Disposal may not take place if any component of the DQM system is inoperable unless otherwise authorized by the Corps New England District DQM contact (see contact information below). An alternative recording of the absent data stream must be maintained if any of the DQM-certified telemetry ceases operation during a disposal trip. The breakdown of any DQM-certified telemetry must be reported to the DQM contact and repaired within 48 hours to keep the scow fully compliant with permit conditions. Unless weather, safety or sea state conditions prevent it, the hull doors must be fully closed on split hull scows before the vessel leaves the disposal site.
- c. The DQM system used by the permittee must be capable of providing the information necessary for the Scow Monitoring Profile Specification. The permittee must provide the Corps with a: i) "Weekly Summary Report Form" at the end of each week that dredging and disposal activities are conducted for the duration of the project; and ii) "Seasonal/Final Completion of Dredging with Open-Water Disposal Report Form" upon completion of dredging and disposal for the season and project. These will be provided to you with the Dredge and Disposal Approval Letter that authorizes the initiation or continuation of disposal operations. You must make the data collected by the DQM system available to the Corps upon request.
- d. Prior to the initial dredge/disposal action, or any time dredging/disposal resumes after ceasing for 30 days or more, you or your representative must submit the enclosed Dredge and Disposal Request Form at least 10 working days before dredging or disposal is expected to begin or resume. Dredging/disposal must not begin or resume until the Corps issues a Dredge and Disposal Approval Letter. The letter will include the approved start and end dates and disposal point coordinates that may differ from those specified for other projects using the same disposal site or even from those specified earlier for this project. You must contact us (see contact information below) as early as possible to request an extension if you anticipate not completing dredge or disposal operations before the approved end date.

(I) Unless otherwise stated, all submittals related to these special conditions for dredging and disposal shall be emailed to the DQM contact at [SELECT ONE]:

PERMITTEE: Village of Bayville
PERMIT NUMBER: NAN-2020-00894

charles.n.farris@usace.army.mil OR diane.m.ray@usace.army.mil] and cenae-r-pats@usace.army.mil. If it is necessary to provide a paper copy of any submittal, please also provide a digital copy or communicate with our staff if this is not possible. Please send paper copies to: a) MAIL: PATS Branch - Regulatory Division, Corps of Engineers, New England District, 696 Virginia Road, Concord, MA 01742-2751; or b) FAX: (978) 318-8303. Direct dredge related questions to [SELECT ONE: Norm (978) 318-8336 OR Diane (978) 318-8831] or (978) 318-8338. Documents which are not addressed in this manner may not reach their intended destination and do not comply with the requirements of this authorization.

(J) All dredging activities shall be undertaken in such a manner as to avoid large refuse piles, ridges across the bed of the waterway or deep holes that may have a tendency to cause injury to navigable channels or to the banks of the waterway.

(K) Every vessel engaged in the transportation of dredged material of any description shall have its name or number and owner's name painted in letters and numbers, at least fourteen (14) inches high, on both sides of the scow or boat. These names and numbers shall be kept distinctly legible at all times, and no scow or boat, not so marked, shall be used to transport or dispose of any such material.

(L) The permittee shall provide a post-dredge bathymetric survey of the permit area, within 60 days of the completion of dredging, to US Army Corps of Engineers - New York District, ATTN: Regulatory Branch, 16th Floor, 26 Federal Plaza, New York, NY 10278-0090, and PATS Branch - Regulatory Division, Corps of Engineers, New England District, 696 Virginia Road, Concord, MA 01742-2751.

(M) This permit authorizes the open water disposal of less than 25,000 CYs of dredged material. Open-water disposal of more than 25,000 CYs of dredged material in Long Island Sound requires authorization under Section 103 of the Ocean Dumping Act. This permit authorizes disposal of dredged material under Section 404 of the Clean Water Act only. Hence, disposal of more than 25,000 CYs of dredged material in Long Island Sound under this permit authorization is a violation of the Ocean Dumping Act and could result in substantial penalties.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S. Code 403).

(X) Section 404 of the Clean Water Act (33 U.S. Code 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization:

PERMITTEE: Village of Bayville
PERMIT NUMBER: NAN-2020-00894

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability: In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).


c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be


PERMITTEE: Village of Bayville
PERMIT NUMBER: NAN-2020-00894

required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit. Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.




(PERMITTEE)
Village of Bayville



(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.



(DISTRICT ENGINEER)
FOR AND IN BEHALF OF
Matthew W. Luzzatto
Colonel, U.S. Army
Commander and District Engineer

(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below. A copy of the permit signed by the transferee should be sent to this office.

(TRANSFEREE)

(DATE)



LOCATION MAP

PERMITTING AGENT
 DRU ASSOCIATES, INC.
 40 HITCHING POST LANE
 GLEN COVE, NY 11542
 PHONE 516-676-7107

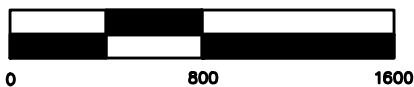
LOCUS MAP
CREEK ROAD
 PREPARED FOR
INC. VILLAGE OF BAYVILLE
 BAYVILLE, NEW YORK

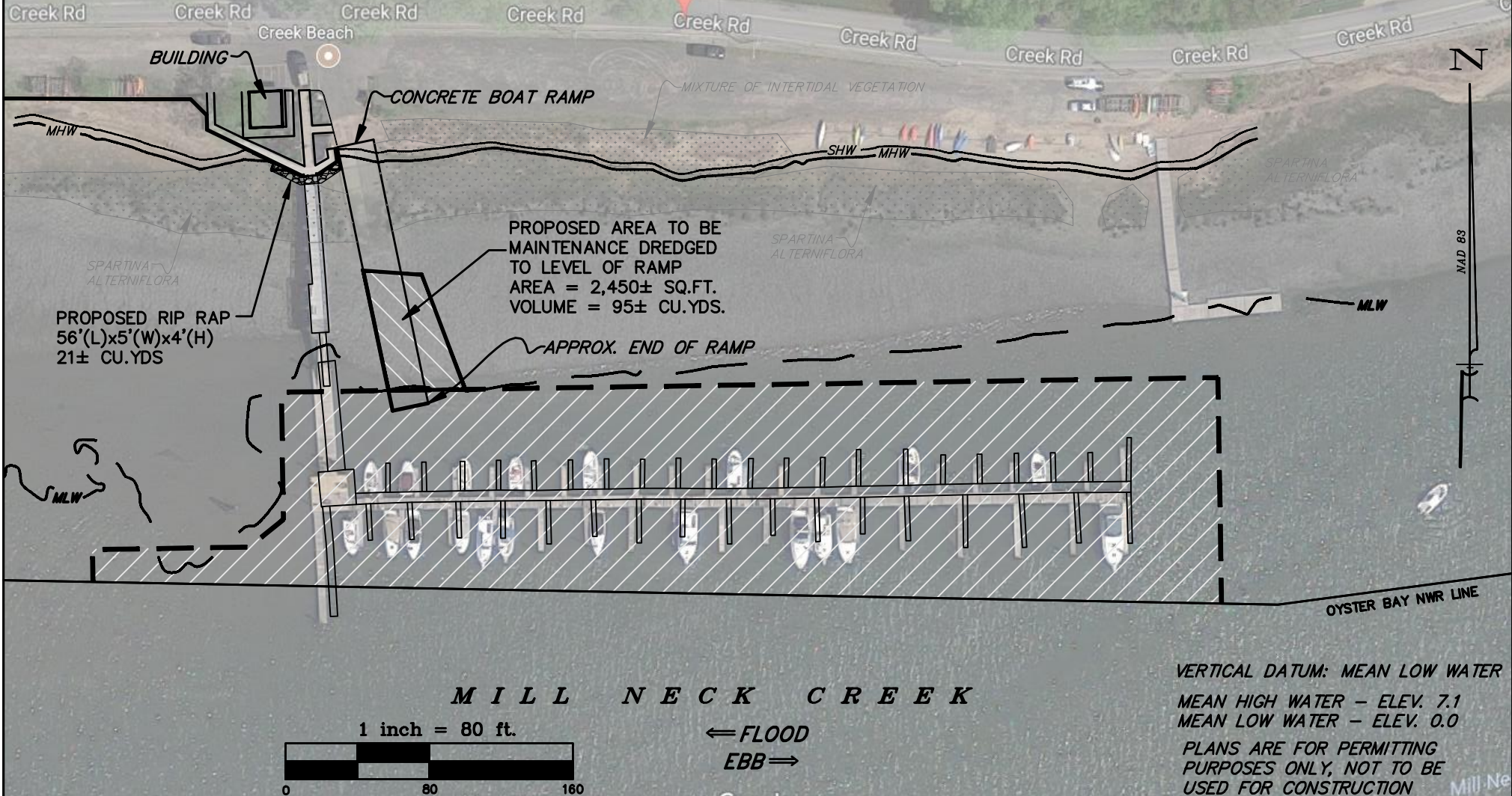
SCALE: 1" = 800 FT. OCTOBER 19, 2017

REVISED: MAY 27, 2021

WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
 LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS
 170 NOROTON AVENUE ~ 203-655-3331 ~ DARIEN, CONN. ©

1 inch = 800 ft.





M I L L N E C K C R E E K

1 inch = 80 ft.



← FLOOD
EBB →

VERTICAL DATUM: MEAN LOW WATER
MEAN HIGH WATER - ELEV. 7.1
MEAN LOW WATER - ELEV. 0.0
PLANS ARE FOR PERMITTING PURPOSES ONLY, NOT TO BE USED FOR CONSTRUCTION



PROPOSED AREA TO BE MAINTENANCE DREDGED TO 6" BELOW MEAN LOW WATER
PROPOSED AREA = 50,385± SQ.FT.

PROPOSED VOLUME TO BE MAINTENANCE DREDGED TO 6" BELOW MEAN LOW WATER = 9,690± CU.YDS.



PROPOSED AREA TO BE MAINTENANCE DREDGED TO LEVEL OF RAMP
PROPOSED AREA = 2,450± SQ.FT.

PROPOSED VOLUME TO BE MAINTENANCE DREDGED TO LEVEL OF RAMP = 95± CU.YDS.

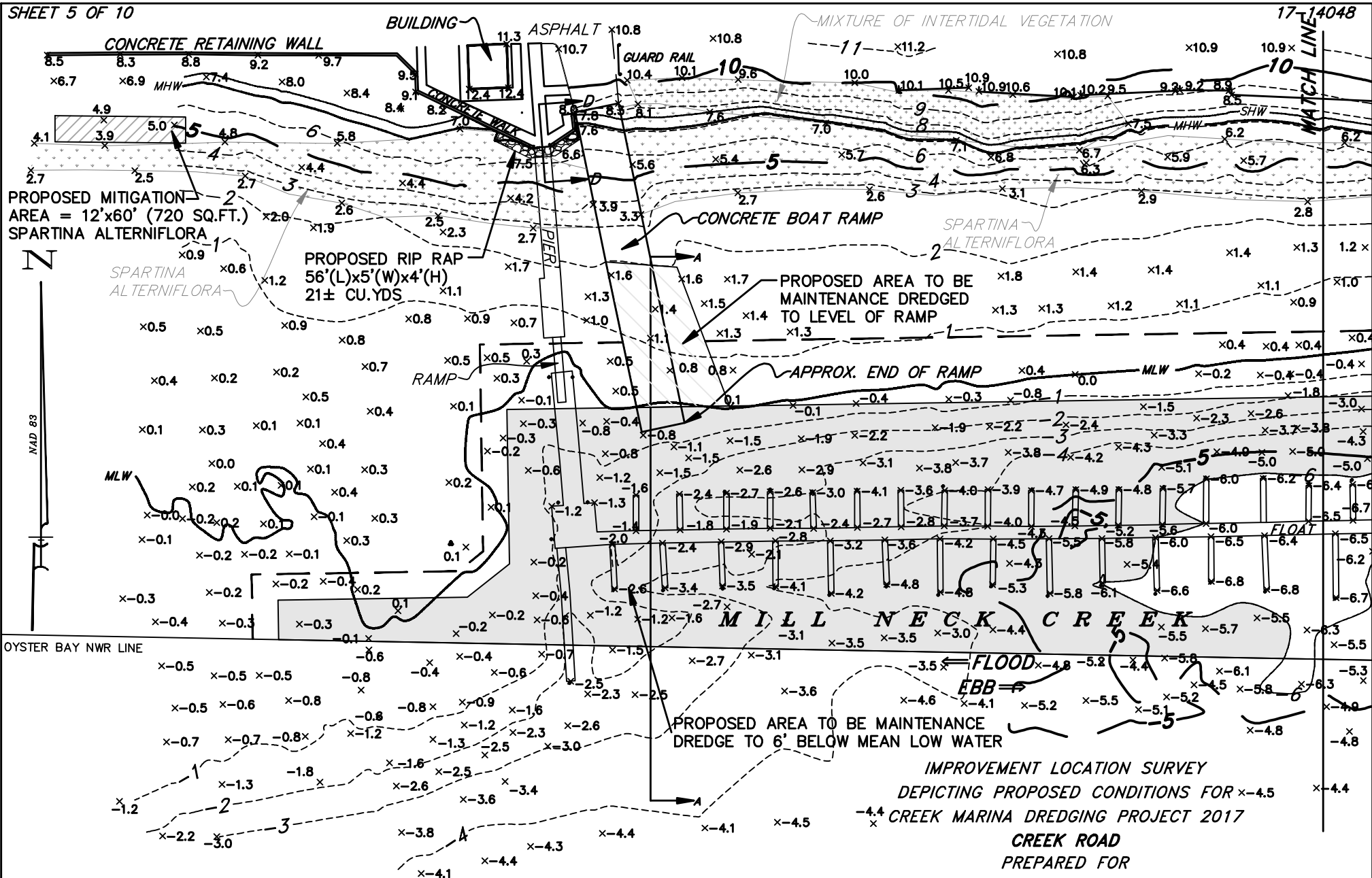
PROPOSED TOTAL AREA TO BE MAINTENANCE DREDGED = 52,835± SQ.FT.
PROPOSED TOTAL VOLUME TO BE MAINTENANCE DREDGED = 9,785± CU.YDS.

PROXIMITY MAP
DEPICTING CREEK MARINA DREDGING PROJECT 2017
CREEK ROAD
PREPARED FOR
INC. VILLAGE OF BAYVILLE
BAYVILLE, NEW YORK

SCALE: 1" = 80 FT. OCTOBER 19, 2017

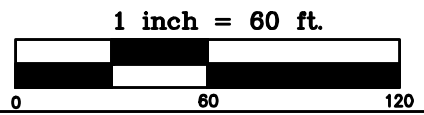
REVISED: MAY 27, 2021

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VERTICAL DATUM: MEAN LOW WATER
 SPRING HIGH WATER - ELEV. 7.6
 MEAN HIGH WATER - ELEV. 7.1
 MEAN LOW WATER - ELEV. 0.0

PLANS ARE FOR PERMITTING PURPOSES ONLY, NOT TO BE USED FOR CONSTRUCTION



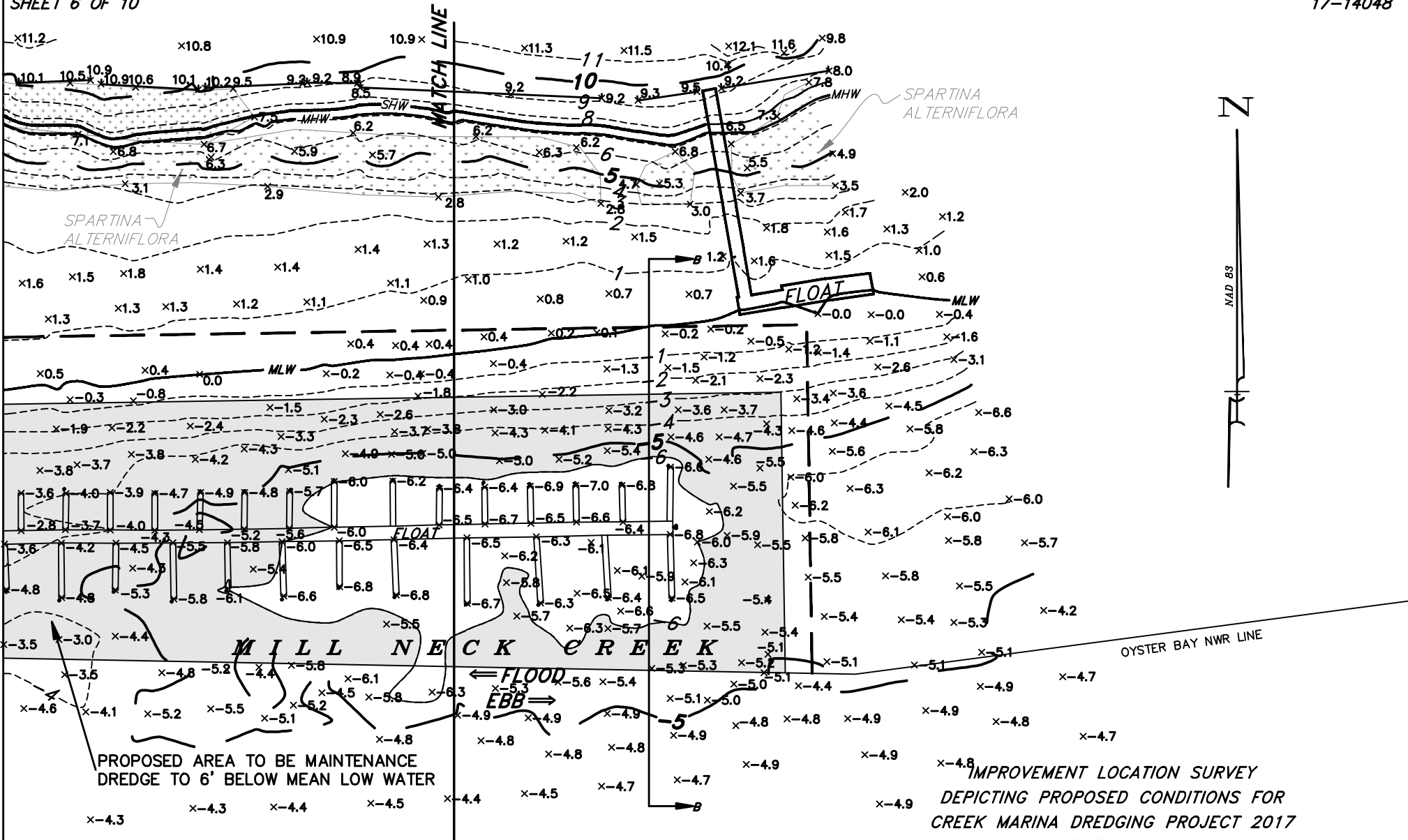
Sheet 3 of 7
 1 inch = 60 ft.

INC. VILLAGE OF BAYVILLE
 BAYVILLE, NEW YORK

SCALE: 1" = 60 FT. OCTOBER 19, 2017

REVISED: MAY 27, 2021

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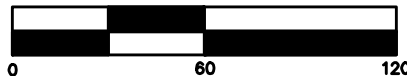
PROPOSED AREA TO BE MAINTENANCE
DREDGE TO 6' BELOW MEAN LOW WATER

IMPROVEMENT LOCATION SURVEY
DEPICTING PROPOSED CONDITIONS FOR
CREEK MARINA DREDGING PROJECT 2017

VERTICAL DATUM: MEAN LOW WATER
SPRING HIGH WATER - ELEV. 7.6
MEAN HIGH WATER - ELEV. 7.1
MEAN LOW WATER - ELEV. 0.0

Sheet 4 of 7

1 inch = 60 ft.



PLANS ARE FOR PERMITTING
PURPOSES ONLY, NOT TO BE
USED FOR CONSTRUCTION

INC. VILLAGE OF BAYVILLE

BAYVILLE, NEW YORK

SCALE: 1" = 60 FT.

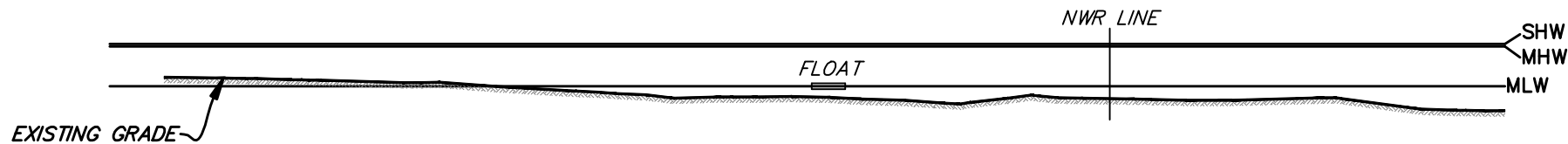
OCTOBER 19, 2017

REVISED: MAY 27, 2021

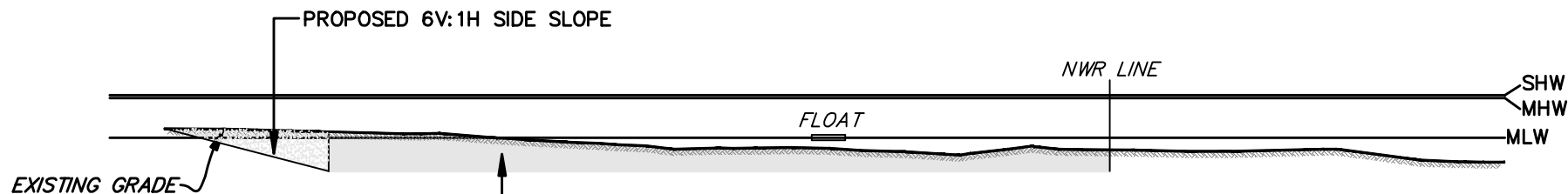
WILLIAM W. SEYMOUR & ASSOCIATES, P.C.

LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS

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CROSS SECTION A - A



CROSS SECTION 'A - A'

IMPROVEMENT LOCATION SURVEY
 DEPICTING EXISTING & PROPOSED CROSS SECTIONS
 FOR CREEK MARINA DREDGING PROJECT 2017
 CREEK ROAD
 PREPARED FOR

INC. VILLAGE OF BAYVILLE

BAYVILLE, NEW YORK

SCALE: 1" = 30 FT.

OCTOBER 19, 2017

REVISED: MAY 27, 2021

WILLIAM W. SEYMOUR & ASSOCIATES, P.C.

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VERTICAL DATUM: MEAN LOW WATER

SPRING HIGH WATER - ELEV. 7.6

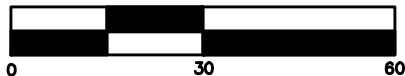
MEAN HIGH WATER - ELEV. 7.1

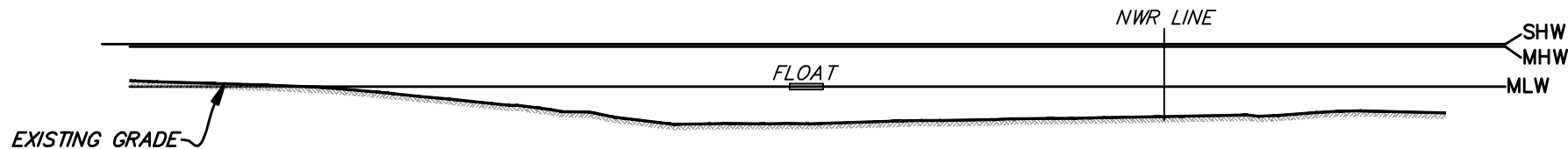
MEAN LOW WATER - ELEV. 0.0

PLANS ARE FOR PERMITTING
 PURPOSES ONLY, NOT TO BE
 USED FOR CONSTRUCTION

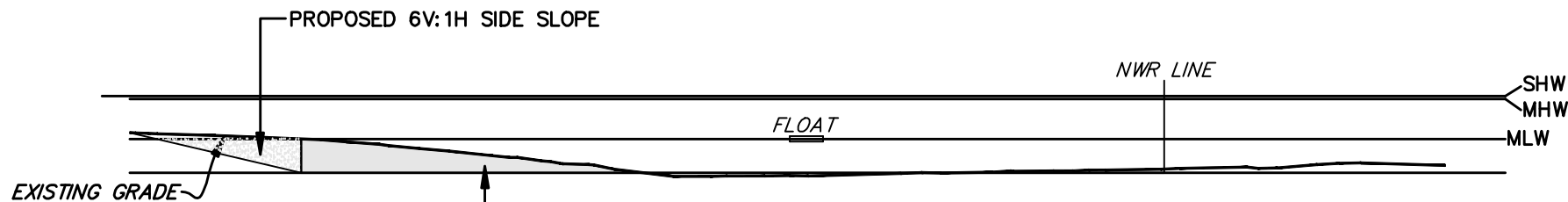
Sheet 5 of 7

1 inch = 30 ft.





CROSS SECTION B - B



CROSS SECTION 'B - B'

IMPROVEMENT LOCATION SURVEY
 DEPICTING EXISTING & PROPOSED CROSS SECTIONS
 FOR CREEK MARINA DREDGING PROJECT 2017

CREEK ROAD
 PREPARED FOR

INC. VILLAGE OF BAYVILLE
 BAYVILLE, NEW YORK

SCALE: 1" = 30 FT. OCTOBER 19, 2017

REVISED: MAY 27, 2021

WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
 LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS
 170 NOROTON AVENUE ~ 203-655-3331 ~ DARIEN, CONN. ©

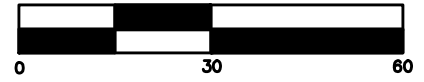
VERTICAL DATUM: MEAN LOW WATER

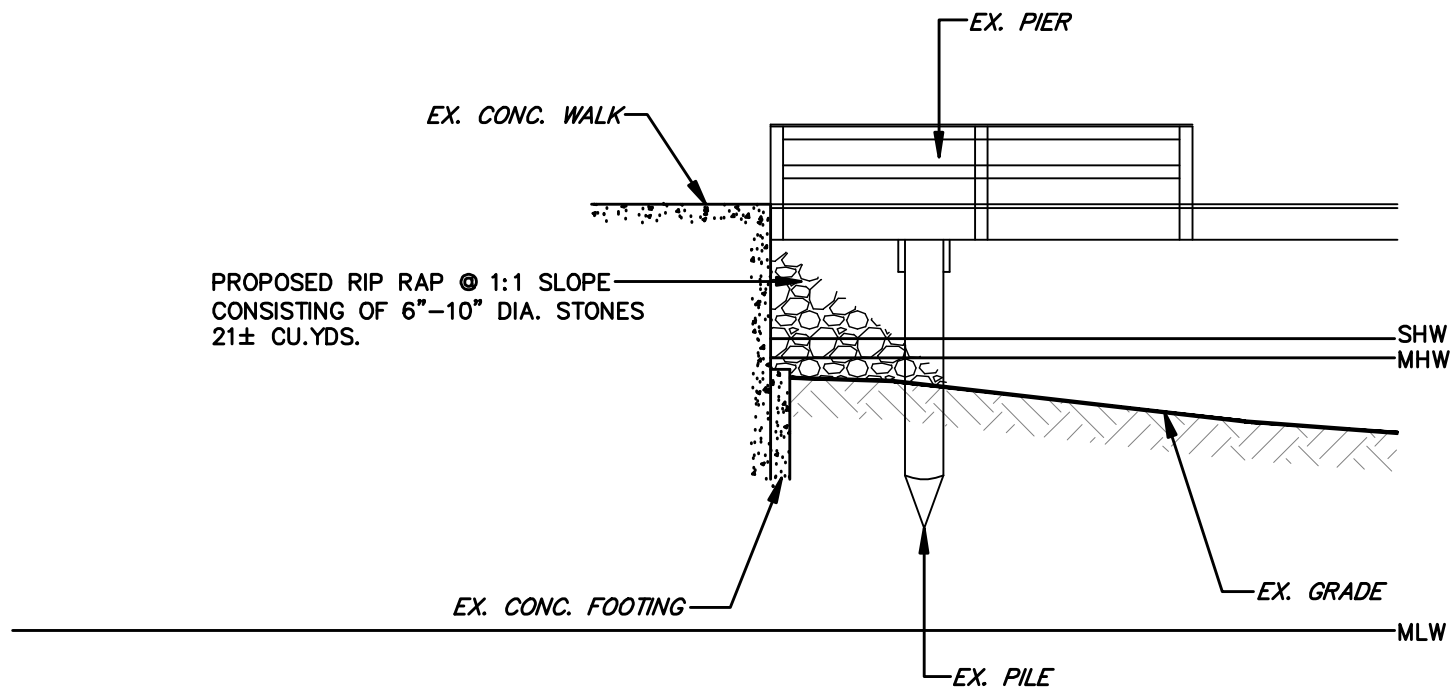
SPRING HIGH WATER - ELEV. 7.6
 MEAN HIGH WATER - ELEV. 7.1
 MEAN LOW WATER - ELEV. 0.0

PLANS ARE FOR PERMITTING
 PURPOSES ONLY, NOT TO BE
 USED FOR CONSTRUCTION

Sheet 6 of 7

1 inch = 30 ft.





CROSS SECTION D - D

IMPROVEMENT LOCATION SURVEY
 DEPICTING PROPOSED CONDITIONS FOR
 CREEK MARINA DREDGING PROJECT 2017

CREEK ROAD
 PREPARED FOR

INC. VILLAGE OF BAYVILLE

BAYVILLE, NEW YORK

SCALE: 1" = 5 FT.

OCTOBER 19, 2017

REVISED: MAY 27, 2021

WILLIAM W. SEYMOUR & ASSOCIATES, P.C.

LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS

170 NOROTON AVENUE ~ 203-655-3331 ~ DARIEN, CONN. ©

VERTICAL DATUM: MEAN LOW WATER

SPRING HIGH WATER - ELEV. 7.6

MEAN HIGH WATER - ELEV. 7.1

MEAN LOW WATER - ELEV. 0.0

PLANS ARE FOR PERMITTING
 PURPOSES ONLY, NOT TO BE
 USED FOR CONSTRUCTION

Sheet 7 of 7

1 inch = 5 ft.





PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
VILLAGE OF BAYVILLE
34 SCHOOL ST
BAYVILLE, NY 11709
(516) 628-1439

Facility:
BAYVILLE MARINA
CREEK RD
BAYVILLE, NY 11709

Facility Application Contact:
DRU ASSOCIATES INC
40 HITCHING POST LN
GLEN COVE, NY 11542-1635
(516) 676-7107

Facility Location: in OYSTER BAY in NASSAU COUNTY

Facility Principal Reference Point: NYTM-E: 620.71 NYTM-N: 4528.632
Latitude: 40°53'59.6" Longitude: 73°34'00.8"

Authorized Activity: Dredge the existing boat ramp and marina to a depth of -6MLW; dispose of dredged material at the Western Long Island Sound Disposal Site; install rip rap seaward of existing concrete walk and building; and construct a new floating dock structure to provide additional slips. All work shall be done in accordance with the plans prepared by William W. Seymour & Associates, PC, last revised 5/8/2020 and stamped 'NYSDEC Approved' on 01/4/2021. KLL

Permit Authorizations

Tidal Wetlands - Under Article 25

Permit ID 1-2824-01006/00009

New Permit Effective Date: 1/4/2021 Expiration Date: 1/3/2031

Water Quality Certification - Under Section 401 - Clean Water Act

Permit ID 1-2824-01006/00010

New Permit Effective Date: 1/4/2021 Expiration Date: 1/3/2031

Excavation & Fill in Navigable Waters - Under Article 15, Title 5

Permit ID 1-2824-01006/00011

New Permit Effective Date: 1/4/2021 Expiration Date: 1/3/2031



NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: SHERRI L AICHER, Deputy Permit Administrator

Address: NYSDEC Region 1 Headquarters
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY 11790 -3409

Authorized Signature:

Date 1/6/2021

Distribution List

DRU ASSOCIATES INC
Bureau of Marine Habitat Protection
Fish, Wildlife & Marine Resources
File

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: TIDAL WETLANDS; WATER QUALITY CERTIFICATION; EXCAVATION & FILL IN NAVIGABLE WATERS

1. No Interference With Navigation There shall be no unreasonable interference with navigation by the work herein authorized.

2. Notice of Commencement At least 48 hours prior to commencement of the project, the permittee and contractor shall sign and return the top portion of the enclosed notification form certifying that they are fully aware of and understand all terms and conditions of this permit. Within 30 days of completion of project, the bottom portion of the form must also be signed and returned, along with photographs of the completed work.



3. Post Permit Sign The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.

4. Dredging Prohibition Period for Flounder, Finfish and Shellfish Dredging is specifically prohibited from January 1 to September 30, inclusive, of each calendar year to protect spawning and the early life stages of finfish, including the winter flounder, and shellfish.

5. Dredging Restricted to October for Diamondback Terrapins Dredging is restricted to the month of October to protect spawning and early life stages of finfish and shellfish, as well as brumating diamondback terrapins

6. Notice of Maintenance Dredging For maintenance dredging projects, the permittee shall submit a Notice of Commencement prior to each dredging occurrence, specifying the disposal site (including an updated site plan). Upon completion, a Notice of Completion shall be submitted to the address indicated on that notice form, including the amount of material dredged and deposited at the approved disposal site.

7. Dredged Depth Survey Within 30 days of completion of the dredging operation, an as-dredged depth survey of the dredged area shall be submitted to

Marine Habitat Protection
NYSDEC Region 1 Headquarters
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY11790 -3409
Attn: Compliance

8. Dredging Once Per Year Dredging shall be undertaken no more than once in any calendar year unless specifically authorized by the department.

9. Filter Fabric Curtain Around Dredging Area A filter fabric (turbidity) curtain weighted across the bottom and suspended at the top by floats shall be positioned to enclose the work site before commencing dredging. The curtain shall remain in place and in functional condition during all phases of the dredging operations and remain in place for two hours after dredging termination and turbidity inside the curtain no longer exceeds ambient levels.

10. Grade Channel Side Slopes All side slopes of the dredge channel will have a maximum of 1:3 slope.

11. Dredge Bucket Operation The bucket shall be lowered to the level of the barge gunwales prior to release of the load and placing the dredged material in the barge in a controlled manner. Excessive loss of material from the bucket should be investigated and repaired. Washing of the gunwales of the dredge scow shall be avoided except to the extent necessary to ensure the safety of workers.

12. Dredge Bucket Operations The bucket shall be lifted in a continuous motion through the water column and into the barge, disposal site or conveyance vehicle.

13. Leave a Uniform Bottom Elevation All dredging shall be conducted so as to leave a uniform bottom elevation free of mounds or holes.



14. No Permanent Structures on Dock No permanent structures shall be installed on dock/catwalk/float without first obtaining written Department approval (permit, modification, or amendment).

15. Repairs to Structures All repairs to existing structures shall be confined to replacement of existing elements with no change in design, dimension or materials, unless specifically authorized by this permit.

16. No Prop Dredging Prop dredging, or the act of utilizing and/or directing the propeller or propulsion system of a motorized vessel and/or the water-borne forces created by said propeller or propulsion system, to excavate or displace existing bottom sediment and benthic habitat for the direct or indirect purpose of establishing or increasing water depth, is a regulated activity and is not authorized by this permit. Prop dredging is strictly prohibited without further written authorization (permit, modification or amendment) from the department.

17. Catwalk Decking- 60% Open Space The catwalk decking shall be constructed of fiberglass grating with a minimum of 60% open space to reduce shading impacts.

18. Wood Preservatives

- a. Pressure treated wood used for construction of in-water structures must have undergone a treatment process approved (stamped or otherwise marked as certified) by the American Wood Preservative Association.
- b. Wood treated with Pentachlorophenol (PCP) must not be used in marine or brackish waters. Wood treated with PCP must be aged in the open air for at least three months prior to in-water use.
- c. The use of creosote treated wood is prohibited both in the water and upland areas.
- d. Chromated Copper Arsenate (CCA) pressure treated wood must be clean and free of CCA surface deposits. Wood with surface deposits must be washed for at least 5 minutes under running water prior to use. The washing must occur greater than 100 feet landward of any regulated wetland and/or water body. (Note "E." below for handling wash water.)
- e. Any wood debris such as sawdust or wash water must not enter any water body, including wetlands or protected buffer areas.

19. No Unauthorized Fill No fill or backfill is authorized by this permit without further written approval from the department (permit, modification, amendment).

20. Clean Fill Only All fill shall consist of clean sand, gravel, or soil (not asphalt, slag, flyash, broken concrete or demolition debris).

21. No Disturbance to Vegetated Tidal Wetlands There shall be no disturbance to vegetated tidal wetlands or protected buffer areas as a result of the permitted activities.

22. No Construction Debris in Wetland or Adjacent Area Any debris or excess material from construction of this project shall be completely removed from the adjacent area (upland) and removed to an approved upland area for disposal. No debris is permitted in wetlands and/or protected buffer areas.



23. State Not Liable for Damage The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

24. State May Order Removal or Alteration of Work If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

25. State May Require Site Restoration If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

26. Conformance With Plans All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by William W. Seymour & Associates, PC, last revised 5/8/2020.

27. Precautions Against Contamination of Waters All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. Water Quality Certification The authorized project, as conditioned pursuant to the Certificate, complies with Section 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act, as amended and as implemented by the limitations, standards, and criteria of state statutory and regulatory requirements set forth in 6 NYCRR Section 608.9(a). The authorized project, as conditioned, will also comply with applicable New York State water quality standards, including but not limited to effluent limitations, best usages and thermal discharge criteria, as applicable, as set forth in 6 NYCRR Parts 701, 702, 703, and 704.



GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. Facility Inspection by The Department The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC Region 1 Headquarters
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY11790 -3409

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Excavation & Fill in Navigable Waters, Tidal Wetlands, Water Quality Certification.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;



- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

NOTICE OF COMMENCEMENT OF CONSTRUCTION



RETURN THIS FORM TO: COMPLIANCE

Marine Habitat Protection
NYSDEC
50 Circle Road SUNY@ Stony Brook
Stony Brook, NY 11790-3409

OR FAX TO: 631-444-0272

E-Mail: dec.sm.R1MHP_BEH@dec.ny.gov

PERMIT NUMBER: _____ EXPIRATION DATE: _____

PERMITTEE NAME & PROJECT ADDRESS: _____

CONTRACTOR NAME & ADDRESS: _____

TELEPHONE: _____

Dear Sir:

Pursuant to **special conditions** of the referenced permit, you are hereby notified that the authorized activity shall commence on _____. We certify that we have read the referenced permit and approved plans and fully understand the authorized project and all permit conditions. We have inspected the project site and can complete the project as described in the permit and as depicted on the approved plans. We can do so in full compliance with all plan notes and permit conditions. The permit, permit sign, and approved plans will be available at the site for inspection in accordance with general Condition No. 1. **(Both signatures required)**

PERMITEE: _____ DATE _____

CONTRACTOR: _____ DATE _____

THIS NOTICE MUST BE SENT TO THE ABOVE ADDRESS AT LEAST TWO DAYS PRIOR TO COMMENCEMENT OF THE PROJECT AND /OR ANY ASSOCIATED REGULATED ACTIVITIES. FAILURE TO RETURN THIS NOTICE, POST THE PERMIT SIGN, OR HAVE THE PERMIT AND APPROVED PLANS AVAILABLE AT THE WORK SITE FOR THE DURATION OF THE PROJECT MAY SUBJECT THE PERMITEE AND/OR CONTRACTOR TO APPLICABLE SANCTIONS AND PENALTIES FOR NON-COMPLIANCE WITH PERMIT CONDITIONS.

Cut along this line X X X X X X X

NOTICE OF COMPLETION OF CONSTRUCTION



RETURN THIS FORM TO: COMPLIANCE

Marine Habitat Protection
NYSDEC
50 Circle Road SUNY@ Stony Brook
Stony Brook, NY 11790-3409

OR FAX TO: 631-444-0272

E-Mail: dec.sm.R1MHP_BEH@dec.ny.gov

PERMIT NUMBER: _____ EXPIRATION DATE: _____

PERMITTEE NAME & PROJECT ADDRESS: _____

CONTRACTOR NAME & ADDRESS: _____

TELEPHONE: _____

Pursuant to **special conditions** of the referenced permit, you are hereby notified that the authorized activity was completed on _____. We have fully complied with the terms and conditions of the permit and approved plans. **(Both signatures required)**

PERMITEE: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

THIS NOTICE, WITH PHOTOGRAPHS OF THE COMPLETED WORK AND/OR A COMPLETED SURVEY, AS APPROPRIATE, MUST BE SENT TO THE ABOVE ADDRESS WITHIN 30 DAYS OF COMPLETION OF THE PROJECT.



Department of
Environmental
Conservation

NOTICE

The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Departmental conditions on it, contact the Regional Permit Administrator listed below. Please refer to the permit number shown when contacting the DEC.

Regional Permit Administrator

SUSAN ACKERMAN

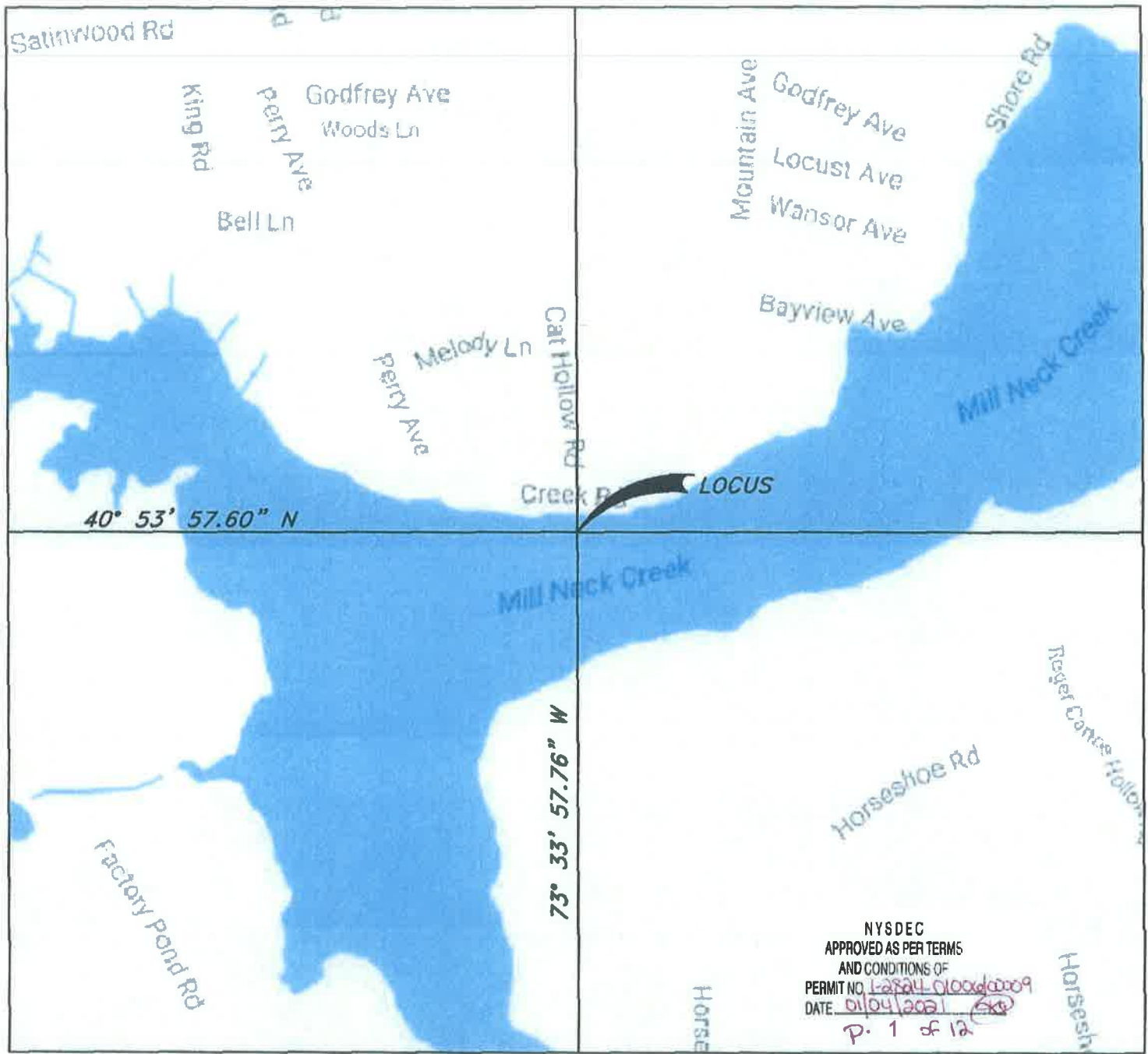
Permit Number

1-2824-010060009

Expiration Date

8/20/2023

NOTE: This notice is **NOT** a permit



LOCATION MAP

PERMITTING AGENT
DRU ASSOCIATES, INC.
 40 HITCHING POST LANE
 GLEN COVE, NY 11542
 PHONE 516-676-7107

1 inch = 800 ft.



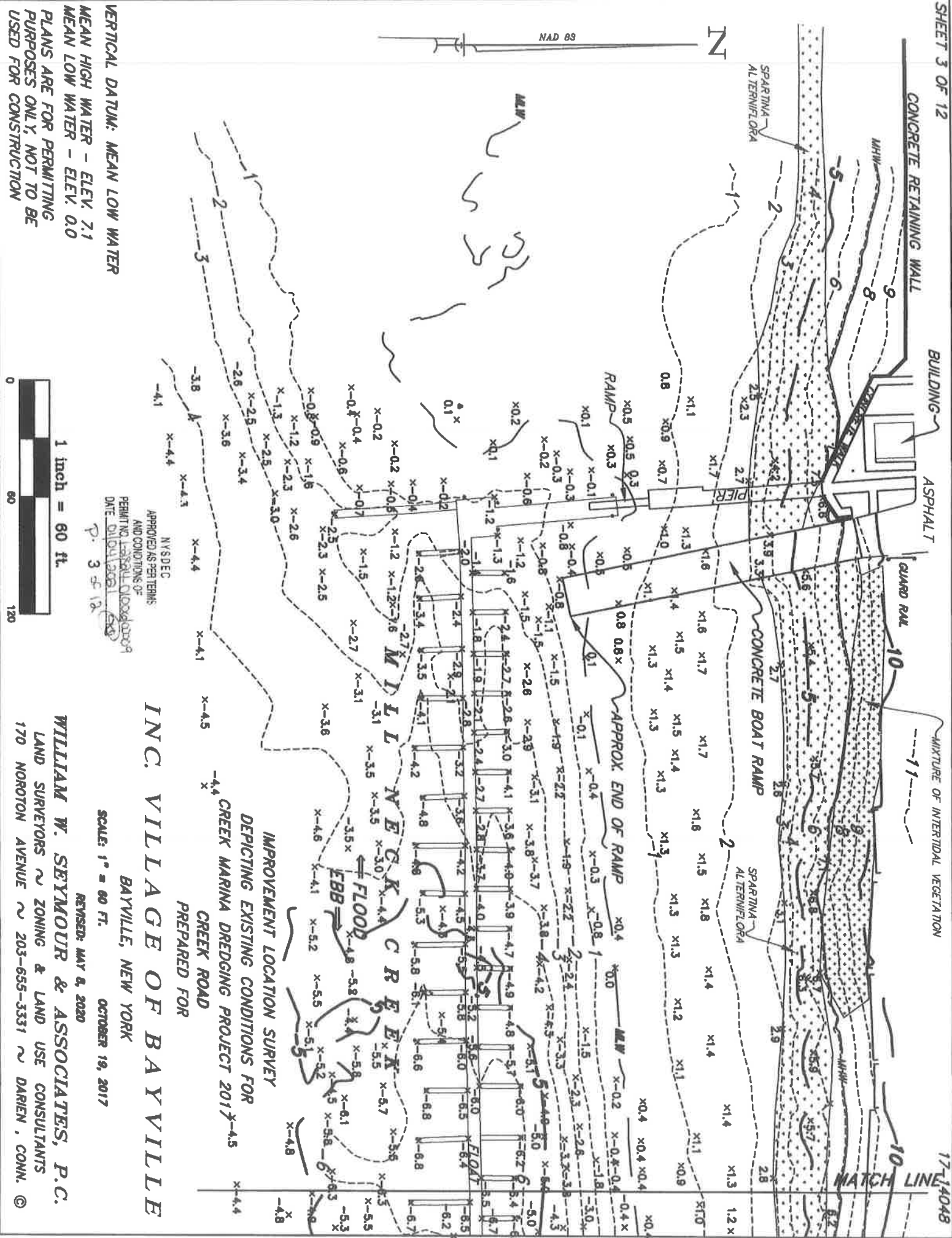
LOCUS MAP
CREEK ROAD
 PREPARED FOR

INC. VILLAGE OF BAYVILLE
BAYVILLE, NEW YORK

SCALE: 1" = 800 FT. OCTOBER 19, 2017

REVISED: MAY 8, 2020

WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
 LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS
 170 NOROTON AVENUE ~ 203-655-3331 ~ DARIEN, CONN. ©



VERTICAL DATUM: MEAN LOW WATER

MEAN HIGH WATER - ELEV. 7.1
MEAN LOW WATER - ELEV. 0.0

PLANS ARE FOR PERMITTING PURPOSES ONLY, NOT TO BE USED FOR CONSTRUCTION

1 inch = 60 ft.



NS/DEC
APPROVED AS PER TERMS
AND CONDITIONS OF
PERMIT NO. 17-14048-0309
DATE 01/04/2018
P. 3 of 12

INC. VILLAGE OF BAYVILLE

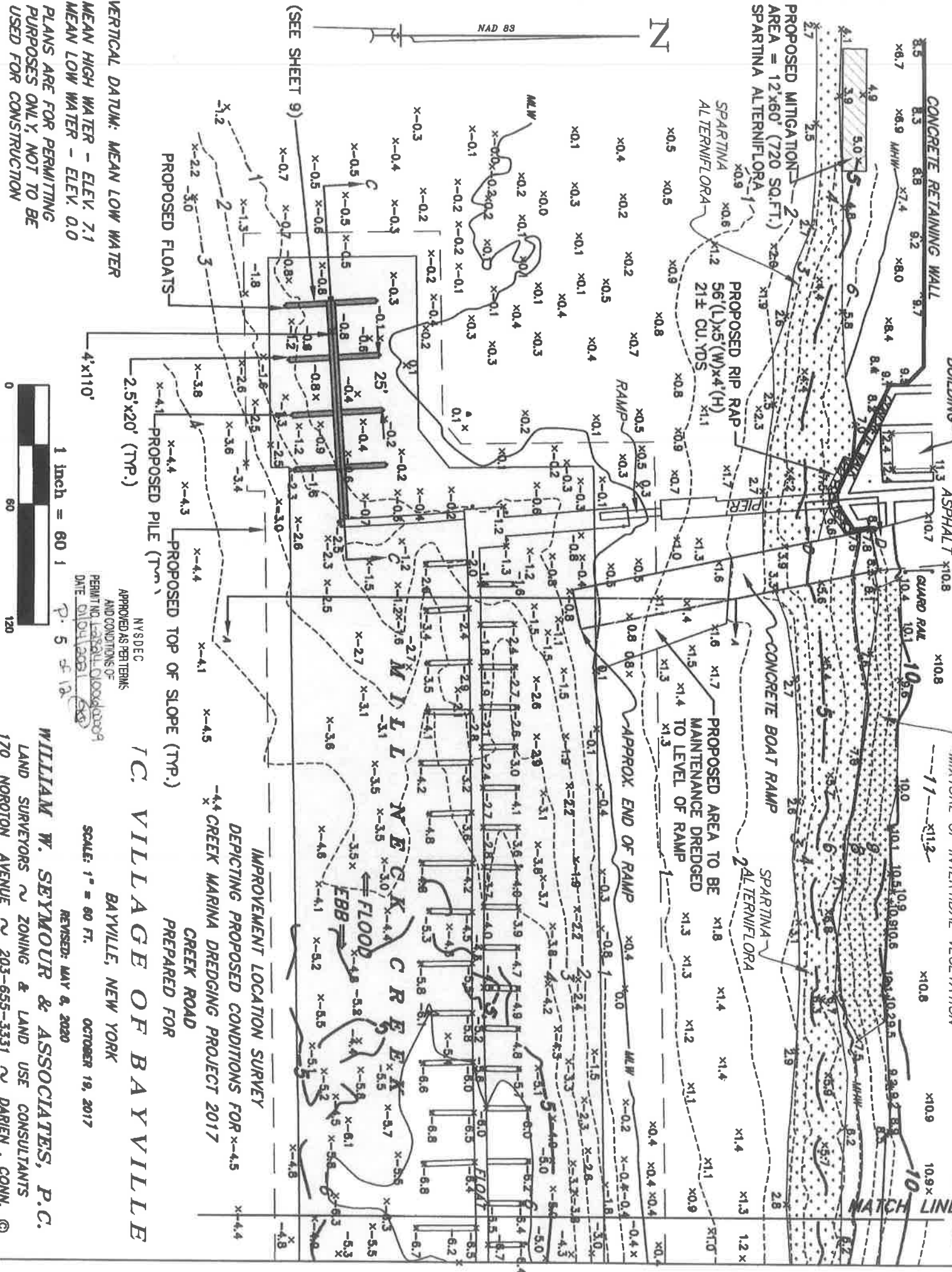
BAYVILLE, NEW YORK

IMPROVEMENT LOCATION SURVEY
DEPICTING EXISTING CONDITIONS FOR
CREEK MARINA DREDGING PROJECT 2017-45
CREEK ROAD
PREPARED FOR

SCALE: 1" = 60 FT. OCTOBER 19, 2017

REVISED: MAY 8, 2020

WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS
170 NOROTON AVENUE ~ 203-655-3331 ~ DARIEN, CONN. ©



VERTICAL DATUM: MEAN LOW WATER
 MEAN HIGH WATER - ELEV. 7.1
 MEAN LOW WATER - ELEV. 0.0
 PLANS ARE FOR PERMITTING PURPOSES ONLY, NOT TO BE USED FOR CONSTRUCTION

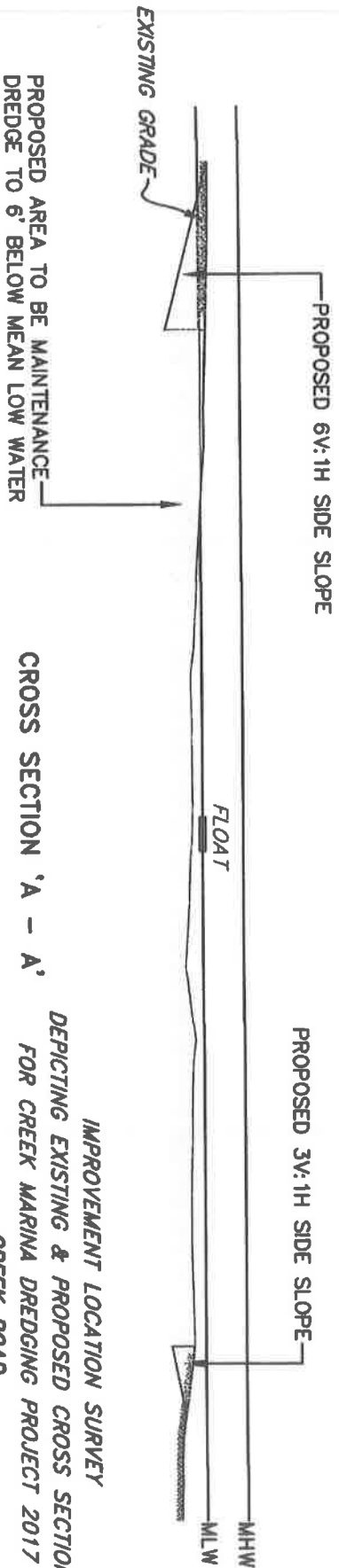
APPROVED AS PER TERMS AND CONDITIONS OF PERMIT NO. 1234567890
 DATE 01/04/2017
 P. 5 OF 12

IC VILLAGE OF BAYVILLE
 BAYVILLE, NEW YORK
 WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
 LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS
 170 NOROTON AVENUE ~ 203-655-3331 ~ DAREN . CONN. ©

SCALE: 1" = 60 FT.
 OCTOBER 19, 2017
 REVISED: MAY 9, 2020



CROSS SECTION A - A



CROSS SECTION 'A - A'

IMPROVEMENT LOCATION SURVEY
 DEPICTING EXISTING & PROPOSED CROSS SECTIONS
 FOR CREEK MARINA DREDGING PROJECT 2017
 CREEK ROAD
 PREPARED FOR

INC. VILLAGE OF BAYVILLE

BAYVILLE, NEW YORK

SCALE: 1" = 30 FT. OCTOBER 19, 2017

REVISED: MAY 9, 2020

WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
 LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS
 170 NOROTON AVENUE ~ 203-655-3331 ~ DARIEN, CONN. ©

NYSDEC
 APPROVED AS PER TERMS
 AND CONDITIONS OF
 PERMIT NO. 1438401-01000403004
 DATE: 01/04/2008

P. 7 of 12

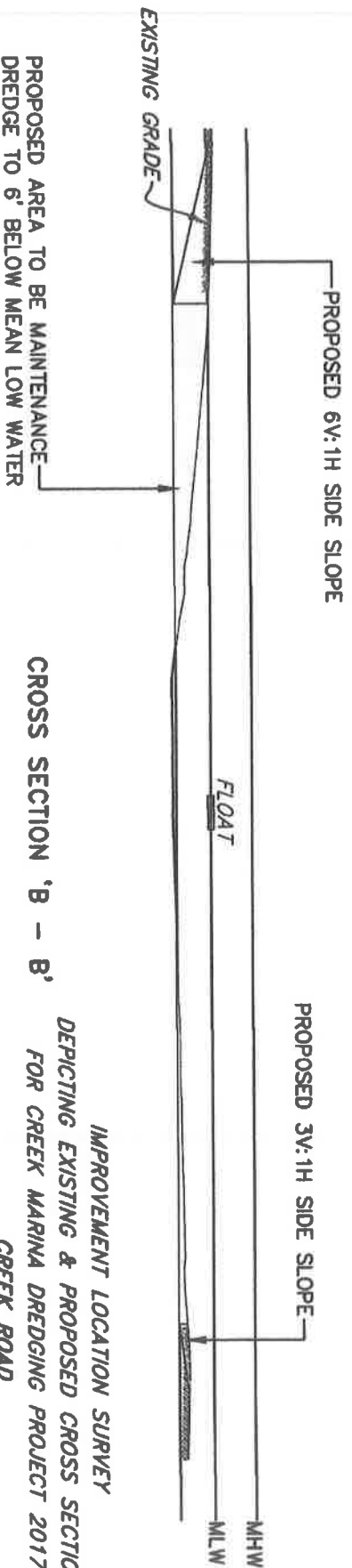
1 inch = 30 ft.



VERTICAL DATUM: MEAN LOW WATER
 MEAN HIGH WATER - ELEV. 7.1
 MEAN LOW WATER - ELEV. 0.0
 PLANS ARE FOR PERMITTING
 PURPOSES ONLY, NOT TO BE
 USED FOR CONSTRUCTION



CROSS SECTION B - B



CROSS SECTION 'B - B'

IMPROVEMENT LOCATION SURVEY
 DEPICTING EXISTING & PROPOSED CROSS SECTIONS
 FOR CREEK MARINA DREDGING PROJECT 2017
 CREEK ROAD
 PREPARED FOR

INC. VILLAGE OF BAYVILLE

BAYVILLE, NEW YORK

SCALE: 1" = 30 FT. OCTOBER 19, 2017

REVISED: MAY 9, 2020

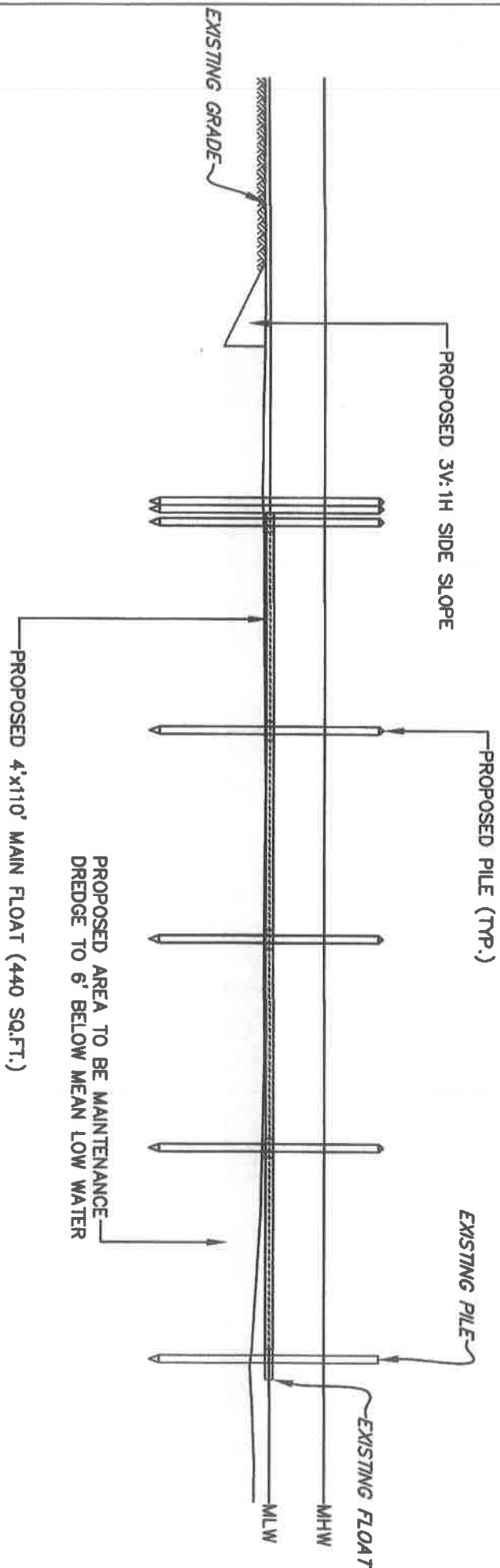
WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
 LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS
 170 NOROTON AVENUE ~ 203-655-3331 ~ DARIEN, CONN. ©

NYSDEC
 APPROVED AS PER TERMS
 AND CONDITIONS OF
 PERMIT NO. 1000010000000009
 DATE 01/04/2007 (S)

1 inch = 30 ft.



VERTICAL DATUM: MEAN LOW WATER
 MEAN HIGH WATER - ELEV. 7.1
 MEAN LOW WATER - ELEV. 0.0
 PLANS ARE FOR PERMITTING
 PURPOSES ONLY, NOT TO BE
 USED FOR CONSTRUCTION



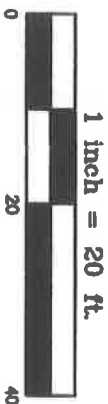
CROSS SECTION C - C

VERTICAL DATUM: MEAN LOW WATER

MEAN HIGH WATER - ELEV. 7.1
MEAN LOW WATER - ELEV. 0.0

PLANS ARE FOR PERMITTING PURPOSES ONLY, NOT TO BE USED FOR CONSTRUCTION

NYSDEC
 APPROVED AS PER TERMS
 AND CONDITIONS OF
 PERMIT NO. 123456789
 DATE 01/01/2021
 P. 10 of 12



INC. VILLAGE OF BAYVILLE

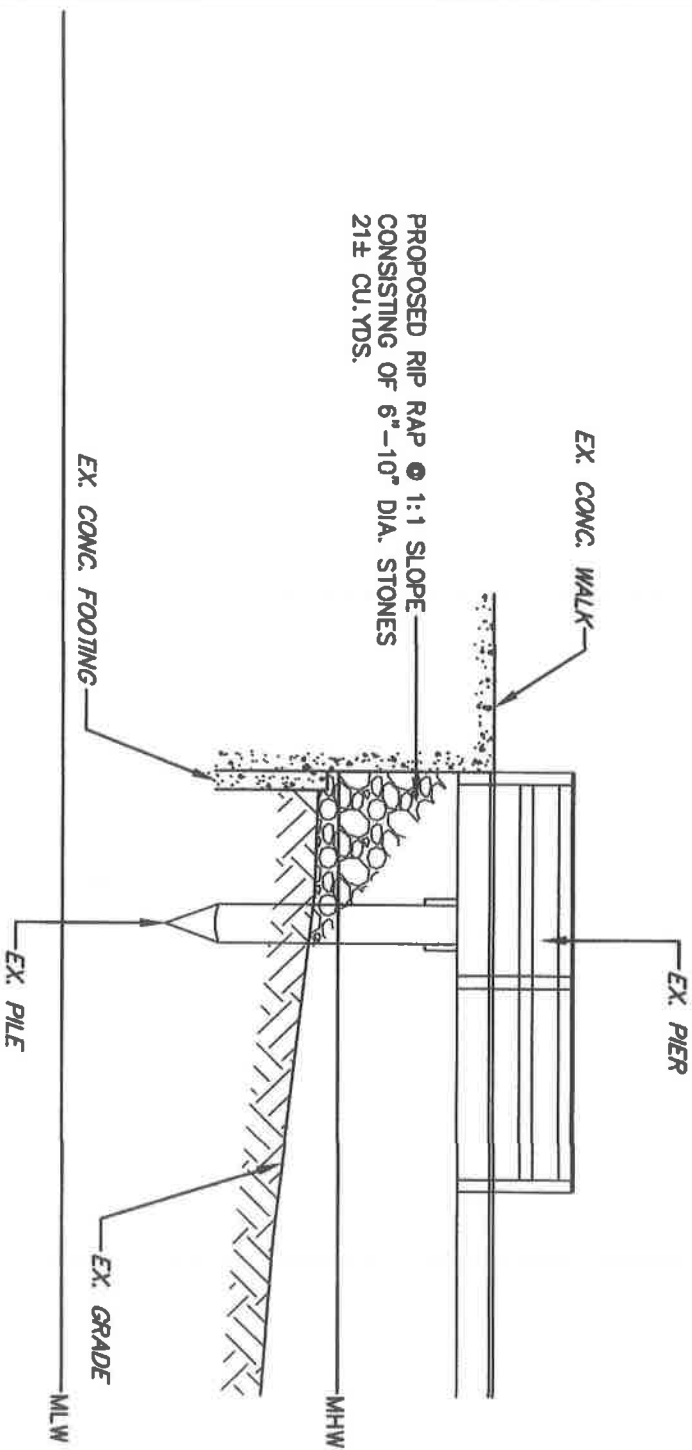
BAYVILLE, NEW YORK

SCALE: 1" = 20 FT. OCTOBER 18, 2017

IMPROVEMENT LOCATION SURVEY
 DEPICTING PROPOSED CROSS SECTION
 FOR CREEK MARINA DREDGING PROJECT 2017
 CREEK ROAD
 PREPARED FOR

WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
 LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS
 170 NOROTON AVENUE ~ 203-655-3331 ~ DARIEN, CONN. ©

REVISED: MAY 8, 2020



CROSS SECTION D - D

VERTICAL DATUM: MEAN LOW WATER

MEAN HIGH WATER - ELEV. 7.1

MEAN LOW WATER - ELEV. 0.0
PLANS ARE FOR PERMITTING
PURPOSES ONLY, NOT TO BE
USED FOR CONSTRUCTION

NYSDEC
APPROVED AS PER TERMS
AND CONDITIONS OF
PERMIT NO. 1234567890123456789
DATE 01/01/2021

1 inch = 6 ft.



INC. VILLAGE OF BAYVILLE

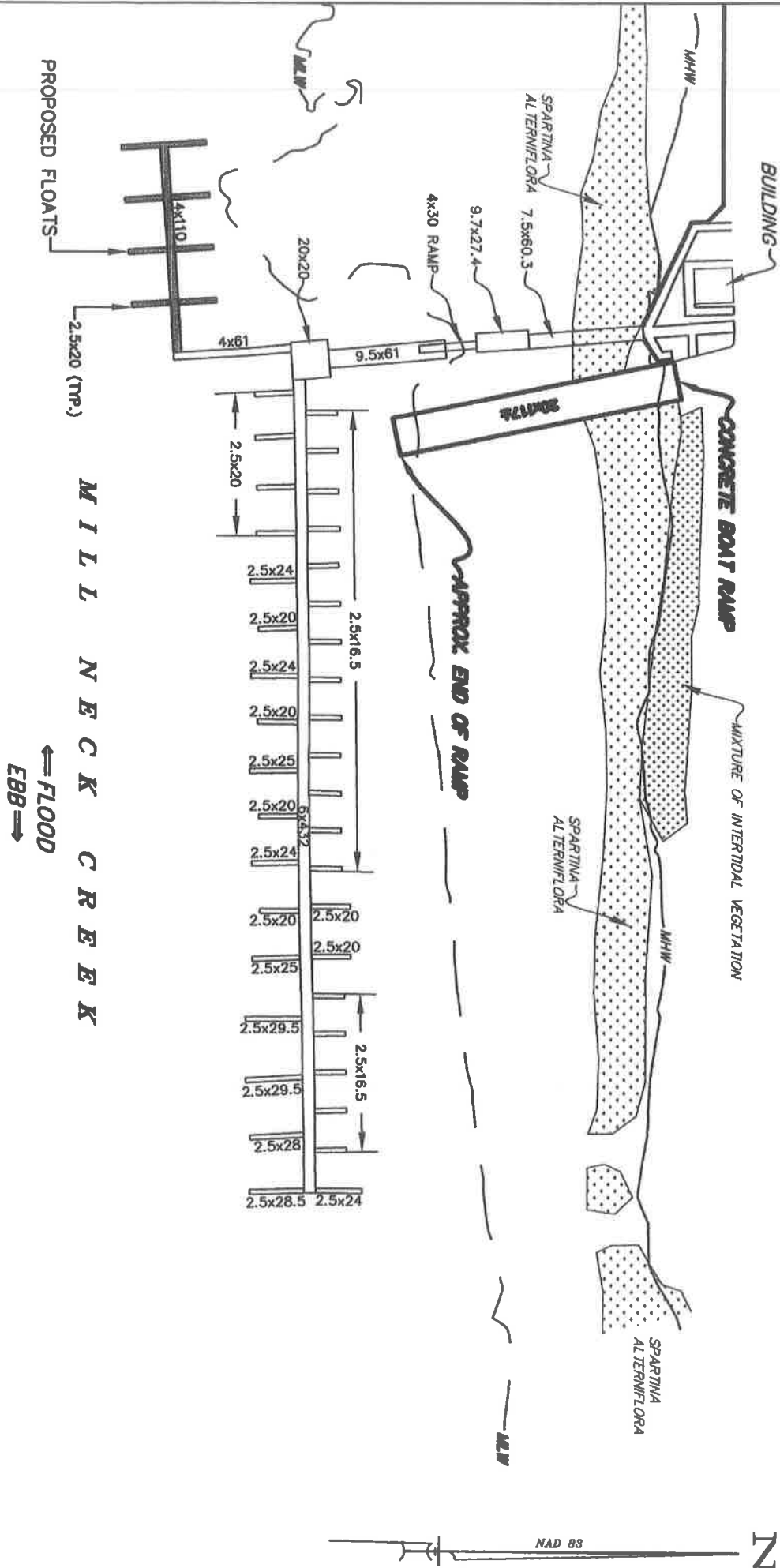
BAYVILLE, NEW YORK

SCALE: 1" = 5 FT. OCTOBER 19, 2017

REVISED: MAY 8, 2020

WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS
170 NOROTON AVENUE ~ 203-655-3331 ~ DARIEN, CONN. ©

IMPROVEMENT LOCATION SURVEY
DEPICTING PROPOSED CONDITIONS FOR
CREEK MARINA DREDGING PROJECT 2017
CREEK ROAD
PREPARED FOR



VERTICAL DATUM: MEAN LOW WATER
 MEAN HIGH WATER - ELEV. 7.1
 MEAN LOW WATER - ELEV. 0.0
 PLANS ARE FOR PERMITTING
 PURPOSES ONLY, NOT TO BE
 USED FOR CONSTRUCTION

NYS DEC
 APPROVED AS PER TERMS
 AND CONDITIONS OF
 PERMIT NO. 12345678901234
 DATE 01/01/2021 (SK)

PROXIMITY MAP
 DEPICTING CREEK MARINA DREDGING PROJECT 2017
 CREEK ROAD
 PREPARED FOR
 INC. VILLAGE OF BAYVILLE
 BAYVILLE, NEW YORK

SCALE: 1" = 80 FT. MAY 8, 2020
 WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
 LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS
 170 NOROTON AVENUE ~ 203-655-3331 ~ DARIEN, CONN. ©

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 1

SUNY @ Stony Brook, 50 Circle Road, Stony Brook, NY 11790

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www.dec.ny.gov

PERMIT MODIFICATION

July 13, 2021

Village of Bayville
34 School Street
Bayville, NY 11709

Re: Application #1-2824-01006/00009
Bayville Marina Property – Creek Road

Dear Permittee:

The Department of Environmental Conservation (DEC) has reviewed your request to modify the above referenced permit in accordance with the Uniform Procedures Regulations (6NYCRR Part 621). It has been determined that the proposed modifications will not substantially change the scope of the permitted actions.

Therefore, the permit is hereby modified to authorize: Alteration of permit conditions. All work shall be done in accordance with the plans prepared by William W. Seymour & Associates, PC., last revised 5/8/2000 and stamped 'NYSDEC Approved' on 01/04/2021 in addition to the correspondence and supplemental sketch by Dr. R. W. Abrams of Dru Associates, dated 05/16/2021, stamped 'NYSDEC Approved' on 07/13/2021.

The Natural Resource Permit Conditions are modified to remove the following:

- Condition #5: Dredging Restricted to October for Diamondback Terrapins
- Condition #9: Filter Fabric Curtain Around Dredging Area

The Natural Resource Permit Conditions are modified to include the following:

- **Order of Initial Dredge Event Authorized Under This Permit:** Commencement of this project shall begin in October with Section C, followed by Section B, as these areas contain suitable habitat for brumating Diamondback Terrapins. All dredging must be completed within Section C by 10/31 and dredging within Section B must begin no later than 11/1. Upon completion of Sections C and B, dredging can begin in Sections A and D.
- **Subsequent Dredging:** Subsequent dredging events require a grain size analysis be submitted to the DEC Division of Environmental Permits and the Bureau of Ecosystem Health by September 15th for dredging to occur in November and December of that year. The analysis should be completed based on the approved methods and locations noted in the approved Sediment Sampling Plan (SSP). After review of the grain size analysis DEC will determine an appropriate sequence of dredging.



This letter is a modification to the original permit and must be available at the job site whenever authorized work is in progress.

All other terms and conditions remain as written in the original permit.

Sincerely,



Laura F. Star
Permit Administrator

cc: Dru Associates
BMHP
BoEH
File

May 16, 2021

NYS DEC

Environmental Permits: Kim Lamiroult

SUNY Bldg 40

50 Circle Drive

Stony Brook, NY 11794

NYS DEC
APPROVED AS PER TERMS
AND CONDITIONS OF
PERMIT NO. 1-2824-01006/00009
DATE 07/13/2021 *RP*
p. 1 of 2 Modification

Re: Tidal Wetland permit conditions, 1-2824-01006/00009, Bayville Village Marina
Maintenance Dredging

Dear Kim:

Dru Associates, Inc. has reviewed the special conditions of the permit issued for the marina. In response to the special conditions #5 and #9, the Department has suggested a strategy for achieving relief concerning condition #5, but we also ask for relief on the silt curtain, condition #9.

The effect of special condition #5, combined with other previously known and typical seasonal limits (January to September), present the permittee with a hardship. Therefore, the applicant is prepared to undertake the option you provided in an email dated May 12, 2021, namely:

"Dredging plans would need to be revised so that dredging be completed in phases so that terrapin habitat is protected. As previously stated, based on the SSP results, it is likely not feasible to rule out the whole site but areas with coarse sand could be dredged then continue working through different areas at different times throughout the year."

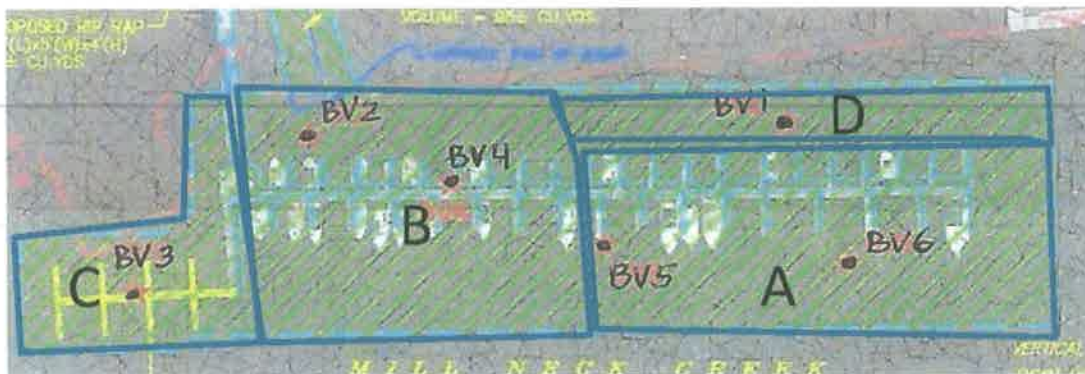
In our review of the SSP testing results, we find that the site shows three types of sediment conditions through the proposed dredge area (please see attached summary graphic):

- A. Eastern section, just offshore along the main floating dock, where test sites BV5 and BV6 show 86-93% sand and gravel with little organic material, and a very limited habitat for terrapins.
- B. Central section, where test sites BV2 and BV4 are two thirds sand and gravel, and as the most active boating and launch areas have long been subject to substantial disturbance each, especially in October when boats and docks are removed for the winter season.
- C. Western section where the replacement of absent docks is proposed, and test site BV3 shows the highest levels of organic material with a potential to provide terrapin habitat.
- D. Eastern nearshore section, where BV1 shows 92% sand and gravel and very clean chemistry, and is closest to *Spartina* habitat.

Therefore the Village proposes to stage the dredging by first working from the east along the main floating dock. The dredging would continue into the central section which will occur just after the winter shut-down of the marina, when the central section would be disturbed by boat and dock removals, and turtles would be expected to have moved away from that activity. Then

the dredging can move westward to the western section as the central area is completed. Finally, the nearshore eastern section can be dredged at the end of the project.

Staging Plan



With respect to special condition #9, it will increase the cost of the project by adding the silt curtain itself and by making movement of the barge and scow during operations much more difficult. As this is a public facility we hope we can conserve costs. The need for the silt curtain does not make much sense since the dredged material has been determined to be clean and suitable for open water disposal, meaning that the sediment does not carry with it contamination that would cause an undue adverse impact to the environment.

It is respectfully requested that special condition #5 be altered as discussed, and condition #9 be deleted.

Your response is requested asap because this project is critical to the functioning of the resource.

Sincerely,

Rachel Abrams

Dr. R.W. Abrams, CEP

cc. Village of Bayville, Jim Bajek

NYSDEC
APPROVED AS PER TERMS
AND CONDITIONS OF
PERMIT NO. 1-2824-01000/0009
DATE 07/13/2021 *to*
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Appendix D: New York State Department of Labor Wage Rates.