

**ATTACHMENT A-1  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

**NYS DEC Water Quality Improvement Projects (WQIP) program**

**B) Program Specific Terms and Conditions**

**I. Local Share Requirements as applicable to each program set forth below in (a), (b), and (c):**

- (a) *For Non-Agriculture Nonpoint Source, Aquatic Habitat Restoration, Municipal Separate Storm Sewer System and Water Quality Management project types awarded in Rounds 1-9, the Department share will not exceed fifty percent (50%) of the approved project costs, up to the Contract Funding Amount identified on the Face Page, and the Contractor must provide fifty percent (50%) of required eligible share with eligible costs not paid with state or federal grant funds. This percentage will be specified in the Attachment B-1 (Expenditure Budget)*
- (b) *For Non-Agriculture Nonpoint Source, Aquatic Habitat Restoration, Municipal Separate Storm Sewer System and Water Quality Management project types awarded in Rounds 10 and 11, the Department share will not exceed seventy five percent (75%) of the approved project costs, up to the Contract Funding Amount identified on the Face Page, and the Contractor must provide twenty five (25%) of required eligible share with eligible costs not paid with state or federal grant funds. This percentage will be specified in the Attachment B-1 (Expenditure Budget).*
- (c) *For Wastewater Treatment Plant projects awarded in Rounds 1-11, the Department share will not exceed eighty five percent (85%) of the approved project costs, up to the Contract Funding Amount identified on the Face Page, and the Contractor must provide fifteen percent (15%) of required eligible share with eligible costs not paid with state or federal grant funds. This percentage will be specified in the Attachment B-1 (Expenditure Budget).*

**II. Construction**

- (a) The Contractor agrees to proceed expeditiously with the Project and shall complete the Project in accordance with the performance measures set forth in Attachment C (Work Plan) or any amendments to such Work Plan which are approved by the Department in writing.
- (b) The Contractor agrees that it shall notify the Department in writing thirty (30) calendar days prior to the start of construction.
- (c) The Contractor agrees that it shall notify the Department in writing thirty (30) days following initial start-up operation of the Project.
- (d) The Contractor agrees that it shall cause the Project to be designed and constructed in accordance with the engineering report or facilities plan, and if applicable to the project, the plans and specifications for the Project shall be stamped with the seal of a licensed professional engineer and shall be signed with the personal signature of such engineer in compliance with Education Law §7209(1) and (2), and which have been delivered to and approved by the Department, as well as any amendments thereto.
- (e) The Contractor agrees that it shall permit the Department to participate in all its meetings and conferences with respect to the Project. Upon request from the Department, the Contractor must

submit to the Department reports, documents, data, contractual documents, administrative records and other information pertinent to the Project.

- (f) The Contractor agrees to permit representatives of the Department to have unrestricted access to the Project at all reasonable times, and all contracts of the Contractor for construction or operation of all or a portion of the Project shall contain provisions that permit such access to the Project or work relating to the Project, wherever it is in preparation or progress, and that contractors or subcontractors shall provide proper facilities for such access and inspection and shall permit extracts and copies of Project records to be made by the representatives of the Department.

### **III. Engineering Certification/As-built Plans**

Within sixty (60) calendar days after the end of the Contract Term, or upon final completion of the Project, the Contractor agrees that it will deliver the following to the Department:

- (a) A certification stating that the Project has been completed in accordance with this Contract, and constructed per the approved plans and specifications, and any approved amendments thereto.
- (b) The certified “as built” plans and specifications for the Project. Any work not in accordance with the approved plans and specifications shall be remedied, unless such non-compliance is agreed to be waived by the Department.
- (c) The Contractor shall retain all as-built plans and specifications for the Project for the useful life of the Project.

### **IV. Useful Life of Project**

The Contractor agrees that it is fully responsible for ensuring the proper and efficient monitoring, operation and maintenance of the Project satisfactory to the Department, including, but not limited, to retaining a sufficient number of qualified staff and ensuring performance of required tests and requirements. After completion of the Project, the Contractor shall, for a period of thirty (30) years unless another period of time is specified in the attached Work Plan (the useful life of the Project as provided in the State Finance Law §61]), operate the Project or otherwise cause the Project to be operated properly in a sound and economical manner and shall maintain, preserve and keep the Project, or cause the Project to be maintained, preserved and kept, in good repair, working order and condition and shall make, or cause to be made, all necessary and proper repairs, replacements and renewals from time to time, so that at all times the Project may be operated properly in a manner consistent with the Project performance standards contained in the engineering report of facilities plan for the Project, with this Contract and with the requirements of any related permit or other governmental approval of the Project.

### **V. Signage**

In addition to requirements in A.1.A.XVI (Environmental Protection Fund Acknowledgement), the Department may require the installation of a project sign which identifies the EPF as a source of funding as outlined in the requirements and specifications attached to and made part of this contract as Attachment E.

For projects with multiple funding sources the Contractor acknowledges that a portion of this grant is funded by the Department as a Water Quality Improvement Project. The Contractor agrees to identify the Department as a source of funding for this project in any communications to the public. The

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Department may require the installation of a project sign which identifies it as a source of funding as outlined in the requirements and specifications attached to and made part of this contract as Attachment E.

**VI. Notifications**

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is identified below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

New York State Department of Environmental Conservation

Address: \_\_\_\_\_  
\_\_\_\_\_  
Tel. No.: \_\_\_\_\_

A copy of all legal notices shall be sent to:

General Counsel  
New York State Department of Environmental Conservation  
625 Broadway - 14<sup>th</sup> Floor  
Albany, New York 12233-1500

The Contractor's authorized representative for the implementation of this Contract is \_\_\_\_\_ . Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at:

Address: \_\_\_\_\_  
\_\_\_\_\_  
Tel. No.: \_\_\_\_\_

With a copy/ies to:  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Tel. No.: \_\_\_\_\_

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor. Notice shall be deemed to be delivered when sent.

**VII. Advance Payment**

For all WQIP project types except wastewater treatment, upon approval of this Contract by the Office of the State Comptroller, an advance payment of up to twenty-five percent (25%) of the total Contract Amount may be provided under this Contract to the Contractor, including Contractors that are municipalities, for project start-up funding.

No reimbursement payments under this Contract will be made by the Department to the Contractor unless the Contractor provides supporting cost documentation to support how the 25% advance funding was spent on the Project. Future reimbursement payments shall be made upon audit and approval by the Department and the Comptroller's office of vouchers executed by an authorized officer of the Contractor.

**VIII. Pollutant Load Reduction**

For Nonpoint Source Pollution reduction projects, the Contractor shall provide a report of estimates of pollutant load reduction as described in Attachment F.

**IX. Lead Applicant Self-Certification**

For Municipal Separate Storm Sewer System (MS4) projects that involve more than one municipality, the lead applicant must certify that an Intermunicipal Agreement or a signed commitment exists between the Lead Applicant and each participating MS4 stating the participating MS4's commitment and willingness to deliver each output attributed to them in the contract work plan as described in Attachment G.