

Appendix E-1

Certificate of Substantial Completion

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation, Remedial Bureau E
625 Broadway, 12th Floor, Albany, NY 12233-7017
P: (518) 402-9813 | F: (518) 402-9819
www.dec.ny.gov

December 22, 2021

Mr. Aaron Tubbs
Vice President
DA Collins Environmental Services, LLC.
269 Ballard Road
Wilton, New York 12831
atubbs@dacollins.com

RE: Saranac Lake Gas Co. OU-1
Village of Saranac Lake, Essex County
Site No. 516008, Contract No. D011909
Certificate of Substantial Completion

Dear Mr. Tubbs:

Representatives from the New York State Department of Environmental Conservation (Department) were onsite with MACTEC Engineering and Geology, P.C. (MACTEC) on Thursday, December 16, 2021 to identify items to be completed for Substantial Completion of the above-referenced project.

Based on the walk-throughs and additional work completed thereafter, the field effort was determined to be Substantially Complete on Friday, December 17, 2021; however, a number of outstanding project tasks and submittal items still need to be provided before obtaining final project completion. These outstanding items are critical to closure of the project and include final submittals as well as final restoration. The outstanding tasks and submittal items are included on the "Punch List" provided as Attachment "A" to the Substantial Completion certificate.

Per the Contract, outstanding incomplete work items are listed with an assigned value relevant to completion of the project. These costs are summarized and doubled and thereafter made part of the certificate of approval for final project completion. These costs are held by the New York State Comptroller against any future payment requests by the Contractor. A schedule for completion of each outstanding item is required to be submitted by DA Collins Environmental Services, LLC (DACE) and is made part of the final Certificate of Substantial Completion. The MACTEC Site Representative receives these completed items and reviews them with the Department as a means to obtain final project completion within the Contract time. At this time, based on a DACE's Project Substantial Completion Certificate Request, dated December 21, 2021, the Department assumes that DACE intends to complete all field related items by June 3, 2022.

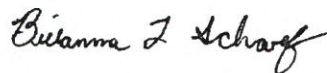


Department of
Environmental
Conservation

As of Friday, December 17, 2021, DACE has achieved substantial completion of the project. A copy of the Certificate of Substantial Completion is enclosed for signature approval by DACE. The punch list will be used as the guide for release of funds held against the Contract value as noted on line five of the Contractors Application for Payment (CAP).

Please sign and return the Certificate of Substantial Completion, with Schedule, for final execution of the Project's Substantial Completion Certificate by the Department. Your copy will be returned by mail after execution by all parties. If you have any questions, I may be reached at (518) 402-5987 or brianna.scharf@dec.ny.gov.

Sincerely,



Brianna Scharf
Project Manager
Remedial Section C, Remedial Bureau E
Division of Environmental Remediation

Enclosures

ec: M. Cruden, DER
S. Saucier, DER
J. Welch, MACTEC

New York State Department of Environmental Conservation Division of Environmental Remediation

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: New York State Department of Environmental Conservation (Department)
625 Broadway
Albany, NY 12233

Engineer: MACTEC Engineering and Geology, P.C.
511 Congress Street, Suite 200
Portland, ME 04101

Contractor: DA Collins Environmental Services, LLC.
269 Ballard Road
Wilton, New York 12831

Contract No.: D011909

Site Name: Saranac Lake Gas Company

Site No.: 516008

Specified Part shall include: Substantial Completion of Contract No. D011909.

Definition of Substantial Completion: The Work, or specified part thereof, has progressed to the point where, in the opinion of the Department as evidenced by the Department's definitive Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents (with the exception of the minor items identified during inspection described in Paragraph 13.6 of the General Conditions), so that it can be utilized continuously for the purposes for which it is intended.

Date of Substantial Completion: December 17, 2021.

Written mutual agreements upon which the date of Substantial Completion has been mutually agreed upon are as follows:

1. Agreement to Substantial Completion by the Department will in no way affect the obligations of the Contractor under the terms and provisions of the Contract with respect to uncompleted work.
2. The Contractor shall subsequently satisfactorily complete or correct all unfinished items

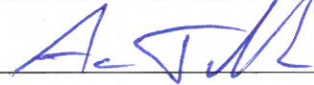
in the work accepted by the Department as substantially satisfactorily complete.

3. The Department and Engineer made an inspection of the work on December 16, 2021 and, following this inspection, the Department advised the Contractor of remaining items to be completed or corrected to achieve Substantial Completion, which was achieved on December 17, 2021. Work Remaining beyond Substantial Completion is included in the following Estimate of Work Remaining. The Contractor shall endorse said Estimate of Work Remaining as evidence of agreement and provide the Department with a mutually acceptable schedule for completion of remaining work.
4. The Contractor shall provide a guarantee for all punch-list items for a period of one year from the date of Final Inspection.


ESTIMATE OF WORK REMAINING
(ATTACHED)

COMPLETION OF SUBSTANTIAL COMPLETION

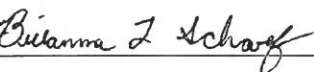
DA Collins Environmental Services, LLC.

By: 
Title: Aaron Tubbs, Vice President
Date: 01/05/22

MACTEC Engineering and Geology, P.C.

By: 
Title: Project Manager
Date: 12/22/2021

New York State Department of Environmental Conservation

By: 
Title: Project Manager
Date: 12/22/2021

Saranac Lake - OU01
Contract D011909
Estimate of Work Remaining - "Punch List"

Bid Item No.	Punchlist Description	Status	Estimated Remaining Costs
LS-1 Site Preparation			\$ 8,000.00
	Demobilization: <ul style="list-style-type: none"> o Trailers o Water Treatment System o Heavy Equipment, Conex Boxes, Porta Jons, Trash o Temporary Fencing o Silt Fencing o Remove Temporary power o Replace Utility Pole o Remove signage (roadway) o Remove temporary water line and cap. 	DAC's trailer will stay through winter. Two empty Frac Tanks and two drained carbon vessels remain. Demobilized on December 17, 2021. Remove in spring 2022 (including the jersey barriers protecting it) after permanent fence installed. Leave until vegetation established. Install new silt fence along railroad property in the spring of 2022 after completing topsoil and installing new perimeter fence. Spring 2022 Pending DEC / Amerigas Discussion All removed by December 17, 2021. Left in-place to water trees/grass in the spring, turned off by Village at the street for winter.	
LS-2 Activities in Support of Railroad Excavation			\$ -
	No items remaining.	Done	
LS-3 Activities in Support of Brandy Brook Excavation			\$ 4,000.00
	No items remaining.	No items remain, however \$4,000 was reserved for moving trees to temporary nursery, which was not used, trees were disposed not saved, and will instead be used when new trees are planted.	
LS-4 Site Restoration			\$ 190,000.00
	<ul style="list-style-type: none"> o Install Culvert Pipe o Place Topsoil in upland areas (around the cap) o Place seeding, mulch and erosion control matting o Provide 1-year warrantee for vegetation: 1 year for all plants/trees, minimum 80% coverage for seeded areas. o Install New Chain Link Fence o Replace monitoring wells o Final grading of site to allow for proper drainage. o Move Temporary Fence off of Railroad Property 	Completed on 12/17/2021	
LS-5 Brandy Brook Restoration			\$ 1,325.00
	<ul style="list-style-type: none"> o Place Topsoil and Erosion Control Mats and Wetland Seed o Replant Trees Shrubs (expect planting submittal in winter) o Provide 1-year warrantee for vegetation: 1 year for all plants/trees, minimum 80% coverage for seeded areas. 	Completed on 12/16/2021 Spring 2022 Spring 2022	
UP-1 Site Services			\$ 11,500.00
	<ul style="list-style-type: none"> o Complete As-Built Survey o Complete Post-Construction video and picture inspection (Conduct Road Repairs if needed) 	Winter and after final spring restoration Spring 2022 - No repairs are anticipated.	
UP-2 Health and Safety			\$ -
	o Submit final compiled CAMP Data		
UP-3 Excavation of Materials			\$ -
	Complete. Excavation limits to be included in As-Built drawings (covered under Site services).	Done	
UP-4 Solidification			\$ -
	No items remaining. Solidification limits to be included in As-Built drawings (covered under Site services).	Done	
UP-5 Construction Water Treatment, Sampling and Discharge or T&D			\$ -
	<ul style="list-style-type: none"> o Submit final manifests, weight tickets, and facility certifications of total quantities of water transported off-site. o All water treatment equipment and staging demobilized from the site. 	None provided so far, since they were not pay items, need for final report. Two empty Frac Tanks and two drained carbon vessels remain, as of December 17.	
UP-6 Soil Chemical Sampling and Analysis			\$ 2,105.00
	<ul style="list-style-type: none"> o Lab results for final perimeter samples. o Submission of Data Usability Summary Reports (DUSR) for perimeter and confirmation samples. o Submission of Electronic Data Deliverable (EDD) for perimeter and confirmation samples. 		
UP-7 Non-Hazardous MGP Remediation Waste Off-Site T&D			\$ -
	o Submit final manifests, weight tickets, and facility certifications of total quantities of soil received for the project.	Final manifests and weight tickets will come with December CAP.	
UP-8 Hazardous MGP Remediation Waste Off-Site T&D			\$ -
	Item not used, no Hazardous MGP waste.	Done	
UP-9 Cleared and Demolition Debris Materials Off-Site T&D			\$ -
	o Submit final manifests, weight tickets, and facility certifications of total quantities of soil received for the project.	Final manifests and weight tickets will come with December CAP.	
UP-9 Backfill and Grade with Reusable Fill			\$ 6,548.85
	Cap Area: <ul style="list-style-type: none"> o Swell graded / complete. o Re-usable Fill and Select fill complete. o Demarcation fabric complete. o Final gravel surface. Possible touch ups in the spring. o Topsoil on side-slopes. Spring. o Swale at bottom of slopes. Spring. Outside Cap Area: <ul style="list-style-type: none"> o Select fill to match cap with existing grades. o Access road touch ups in the spring if needed. o Topsoil / Seed/ Mulch (covered under restoration). Entire Area to be Surveyed (covered under Site Services).	Complete Complete Complete Possible Touch Ups Needed pending erosion Spring Spring Spring Spring Spring	
Total Estimated Costs to Complete:			\$ 223,478.85
Two Times the Value (Section VI, Paragraph 9.2 Payment Upon Substantial Completion)			\$ 446,957.70

Appendix E-2

Final Completion Letter

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation, Remedial Bureau E

625 Broadway, 12th Floor, Albany, NY 12233-7017

P: (518) 402-9813 | F: (518) 402-9819

www.dec.ny.gov

December 13, 2022

Sent VIA email

Mr. Aaron Tubbs

Vice President

DA Collins Environmental Services, LLC.

269 Ballard Road

Wilton, New York 12831

atubbs@dacollins.com

**RE: Contract Final Completion
Saranac Lake Gas Co. OU-1
Village of Saranac Lake, Essex County
Site No. 516008, Contract No. D011909**

Dear Mr. Tubbs:

In accordance with Section 8, Article 13.10 of the subject contract, final inspection and/or required documentation received have revealed that all of the work for the above-referenced contract has been satisfactorily completed under the terms and conditions of Contract No. D011909. The date of final completion has been determined to be June 3, 2022 (date of final completion walk through).

D.A. Collins may now submit a Payment Request (PR) for release of remaining retainage associate with the contract amount. The following forms enclosed with this letter will need to be completed and returned with your retainage release PR before the contract can be closed out:

1. Retainage Release Form (Attachment 1);
2. OSC Form (Prime Contractor's Certification" (Attachment 2); and
3. OSC Form (Subcontractor's Certification (Attachment 3).

The New York State Department of Environmental Conservation (Department) will also need written certification from DA Collins Environmental Services, LLC, that the Performance Bond will remain in effect for one (1) year beyond final payment in accordance with Section VIII, Article 4, of the subject contract.

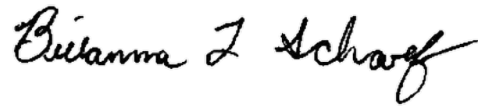
Release of the final amount of retainage will constitute final closeout for this contract and no further costs can be claimed against this contract in the future.



Department of
Environmental
Conservation

If you have questions, please contact I may be reached at (518) 402-5987 or brianna.scharf@dec.ny.gov.

Sincerely,

A handwritten signature in black ink that reads "Brianna Scharf". The signature is written in a cursive style with a large, stylized 'B' and 'S'.

Brianna Scharf
Project Manager
Remedial Section C, Remedial Bureau E
Division of Environmental Remediation

Enclosures

cc: M. Cruden, DER
S. Saucier, DER
J. Welch, MACTEC
S. Wright, MACTEC
R. Belden, DA Collins

ARTICLE 4(b)

Final Payment Release

For and in consideration of the receipt of final payment on the contract hereinafter identified, and in order to induce the New York State Department of Environmental Conservation (**Department**) to make such payment, the **Contractor** hereby releases the **Department** for any and all claims, of any nature whatsoever, arising under or in connection with the contract, except for the following claims:

For and in consideration of the receipt of final payment on the contract hereinafter identified, and in order to induce the **Department** to make such payment, the **Contractor** hereby states that it has paid all moneys due subcontractors, sub-consultants, suppliers, material, men or others due payment for work or services performed in furtherance of this contract, except as follows:

(List all subcontractors, sub-consultants, suppliers, etc. who have outstanding claims for payment or who have not been paid in full. A complete explanation of the facts and circumstances should be set forth on a separate sheet and attached hereto)

The **Contractor** hereby indemnifies and holds the **Department** and the State of New York harmless from any losses from claims, demands, payments, suits, actions, liens, recoveries and judgments of every nature and description brought or recovered against it by reason of failure to make such payments.

Contract Number _____

Firm _____

Title _____

Print Name _____

Signature _____

Date _____

Contractor Acknowledgement

State of _____)
) ss.:
County of _____)

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____ Notary Public

**Office of the State Comptroller
Division of Pre-Audit and Accounting Records
BUREAU OF STATE EXPENDITURES**

New York State Labor Law, Section 220-a

Prime Contractor's Certification

1. That I am an officer of _____, and am duly authorized to make this affidavit on behalf of the prime contractor on public Contract No. _____.
2. That I fully comprehend the terms and provisions of Section 220-a of the Labor Law.
3. That, except as stated herein, there are no amounts due and owing to or on behalf of laborers employed on the project by the contractor. (Set forth any unpaid wages and supplements; if none, so state.)

Name

Amount

4. That the contractor hereby files every verified statement required to be obtained by the contractor from the subcontractors.

5. That, upon information and belief, except as stated herein, all laborers (exclusive of executive or supervisory employees) employed on the project have been paid the prevailing wages and supplements for their services through _____, the last day worked on the project by their subcontractor. (If more than one subcontractor, list names and dates separately.) [Set forth any unpaid wages and supplements; if none, so state and utilize clause 5 (A).]

Name

Amount

(5A) That the contractor has no knowledge of amounts owing to or on behalf of any laborers of its subcontractors.

6. In the event, it is determined by the Commissioner of Labor that the wages or supplements or both of any such subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, then the contractor shall be responsible for payment of such wages and supplements pursuant to the provision of Section 223 of the Labor Law.

Contract Number _____

Firm _____

Title _____

Print Name _____

Signature _____

Date _____

Contractor Acknowledgement

State of _____)

) ss.:

County of _____)

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____ Notary Public

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR § 2309(c); Real Property Law § 311, 312.)

**Office of the State Comptroller
Division of Pre-Audit and Accounting Records
BUREAU OF STATE EXPENDITURES**

New York State Labor Law, Section 220-a
Subcontractor's Certification

1. That I am an officer of _____, a subcontractor on public contract No. _____, and I am duly authorized to make this affidavit on behalf of the firm.
2. That I make this affidavit to comply with the provisions of Section 220-a of the Labor Law.
3. That on _____ we received from _____ (the prime contractor) a copy of the initial/revised schedule of wages and supplements Prevailing Rate Schedule Case Number _____ (PRC) specified in the public improvement contract.
4. That I have reviewed such schedule(s) and agree to pay the applicable prevailing wages and to pay or provide the supplements specified therein.

Contract Number _____

Firm _____

Title _____

Print Name _____

Signature _____

Date _____

Sub-Contractor Acknowledgement

State of _____)
) ss.:
County of _____)

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____ Notary Public

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR § 2309(c); Real Property Law § 311, 312.)