# TOMPKINS COUNTY SWCD GRANT PROGRAM
# SWCD - LANDOWNER CONTRACT
# (For Landowner Installed Best Management Practices)

**Section I: Project Information**

Landowner/Operator: Calvin Snow, Snofarm Dairy — Contract ID: 2015-2

Address: 665 Buffalo Road — Telephone: — AEM ID:

Brooktondale, NY — Design by: JESS Engineering — Design Date: 08/15

Project Location : Brooktondale, NY — Design ID:

Project Description : Snofarm Dairy, Covered Walkway

**Section II: Contract Price & Performance Time**

This contract is made this 24th day of December, 2015 by and between CALVIN SNOW hereinafter called the "Landowner/Operator" and the TOMPKINS COUNTY SOIL AND WATER CONSERVATION DISTRICT, hereinafter called "SWCD", to install the Best Management Practices (hereinafter referred to as "BMP(s)") as set forth in the Project Plans and Specifications.

The Landowner/Operator shall perform all work in accordance with the Project Plans and Specifications provided, and subject to the General Conditions hereinafter listed and Special Provisions that may be hereinafter listed. The contract sum shall be up to $10,000 with funds not to exceed 90% of the total project cost. The estimated total project cost is detailed on the attached BMP Procurement Record.

The work shall be performed between January 1, 2015 and March 31, 2016. In no event shall SWCD pay to the Landowner/Operator any monies for any work or expenses incurred on the project after March 31, 2016 except if agreed to in writing by SWCD.

**Section III: General Provisions**

1] Except as otherwise noted, the Landowner/Operator will provide and pay for all materials, labor, subcontracts, equipment, tools, power, water and other items needed to complete the work.

2] Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality and all work completed in a workmanlike manner in accordance with the attached Plans and Specifications.

3] Any contract between a Landowner/Operator and a subcontractor shall not be considered to be a contract between the subcontractor and SWCD, that is, the Landowner/Operator may not assign this contract to a subcontractor. However, the Landowner/Operator may assign his/her right to monetary payments pursuant to this contract to a subcontractor. The Landowner/Operator agrees to require any subcontractor to follow the Project Plans and Specifications and to have sufficient liability insurance for the work to be performed.

4] Should the Landowner/Operator wish to assign his/her right to monetary payment pursuant to this contract to a subcontractor, this assignment must be in writing and upon the approved form of SWCD. Said assignment may not be terminated, revoked, and/or otherwise modified except upon the prior written approval of SWCD.

5] The Landowner/Operator shall allow observation of the work by SWCD, its authorized agents, and public authorities with a bonafide interest in the successful completion of the work.

6] Work items which require inspection and approval, which cannot be inspected at a later date due to being buried or covered, shall be performed at a time that is approved by SWCD. Inspections may be limited to between 8:00 am and 4:30 pm, Monday through Friday, except holidays.

7] Any alterations, modifications, revisions or other changes to this Agreement and/or any of the Project Plans and Specifications shall be in writing and approved by the parties hereto to be enforceable.

8] The Landowner/Operator shall re-execute any work that fails to conform to the requirement of this Contract and/or the Project Plans and Specifications, and shall remedy any defects due to faulty materials or workmanship which appear within a period of one (1) year from the date of completion of the Contract. This provision shall not supersede any warranty on manufactured materials, equipment, or other components of a BMP which extend beyond one (1) year.

9] Should the Landowner/Operator fail to execute the work in accordance with the Contract, or fail to complete the work or any portion thereof in a manner or time frame as set forth herein and/or in the Project Plans and Specifications, SWCD may, upon fifteen (15)

days written notice issue a stop work order and the District may hire an independent contractor to complete the project. The Landowner/Operator shall be held responsible for the cost of removal or correction of any faulty work or materials. The Landowner/Operator will not be reimbursed for any work or materials that are found to be faulty or defective. Payment may only be made for a fully completed Project.

10] The stop work order set forth and referred to in Section III Item 9 will not release the Landowner/Operator from his obligation to fully complete the Project. An independent contractor shall be secured to complete the installation.

11] Upon completion of the work, the Landowner/Operator shall furnish SWCD a completed BMP Procurement Record, as well as any and all receipts or invoices, as a basis for reimbursement.

12] Payment of the contracted sum shall be made to the Landowner/Operator after all inspections are approved and SWCD has received a completed BMP Procurement Record. The acceptance of the contract sum payment shall constitute a waiver by the Landowner/Operator of any further claims as and against SWCD. The intent of SWCD is to fulfill its obligations under this agreement. However, commitments cannot be made beyond the period for which funds have been approved by law and administratively made available to SWCD by New York State Department of Environmental Conservation and the Fingerlakes Lake Ontario Watershed Protection Alliance (FLLOWPA). In the event these funds are not appropriated, the agreement will automatically terminate upon written notice to the Landowner/Operator. Remuneration will be made for work completed and eligible prior to the effective date of termination, subject to receipt of funds from New York State Department of Environmental Conservation and the Fingerlakes Lake Ontario Watershed Protection Alliance (FLLOWPA).

13] The Landowner/Operator shall be knowledgeable of and comply with all local, state, and federal health, safety, and other regulations that apply to this type of work. The Landowner/Operator shall also be responsible to verify and assure that any subcontractor hired by the Landowner/Operator shall also be knowledgeable of and comply with all local, state, and federal health, safety, and other regulations that apply to this type of work.

14] The Landowner/Operator is an independent contractor and is not an employee or agent of the County, State, or SWCD. The County, State, and SWCD will not cover the Landowner/Operator for any medical, worker's compensation, disability, or unemployment insurance, nor undertake payroll withholdings, pay social security tax, nor any personal retirement benefits. The Landowner/Operator agrees to hold the County, State, and SWCD harmless if any claim is made against the County, State, SWCD, Landowner/Operator, his heirs, assigns or estate or a subcontractor or employee or agent of the subcontractor arising out of this contract or a claim that the claimant was an employee of the County, State, or SWCD.

15] SWCD is responsible for payment for approved Practices to the Landowner/Operator. SWCD is not responsible to pay or otherwise reimburse any contractor or subcontractor engaged by the Landowner/Operator. SWCD shall be responsible for payment, other than to the Landowner/Operator, only should it be necessary for SWCD to hire an independent contractor as set forth in Section III Item 9, or in the case of an assignment as set forth in Section III Items 3 and 4 herein.

16] The Landowner/Operator agrees to operate and maintain the approved Project practices for the practice lifespan as specified in the BMP Procurement Record and as per the Operation and Maintenance Agreement. The Landowner further agrees to refund all or part of the funds received for completion of the approved Project as determined by SWCD, if, before expiration of the specified practice lifespan, any practice is (a) misused or abused, (b) destroyed, or (c) control or title to land is voluntarily relinquished and the new landowner/operator does not agree in writing to properly maintain the practice for the remainder of its specified lifespan.

17] SWCD reserves the right to inspect, upon reasonable notice, all Project practices installed pursuant to this agreement throughout the lifespan of each practice.

18] SWCD is responsible for issuing a completed 1099 Miscellaneous Income form for this project. The Landowner/Operator is responsible for contacting their financial tax advisor or other qualified professional regarding how these funds should be reported to the Internal Revenue Service on their income tax returns/statements.

19] Special provisions in Appendix A are incorporated herein, per funding requirements.

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**Section IV: Signatures**

In witness thereof, the parties hereto have executed this contract:

Landowner/Operator: Calvin C. Snow Date: 12-30-'15

Soc. Sec. or Tax ID #: 096-42-7377

SWCD Representative: _____ Date: _____

# APPENDIX A

In accordance with Article 15 and Section 312 of the Executive Law, and Section 220-e and 239 of the Labor Law, the Landowner/Operator agrees to be bound by the following clauses which are hereby made part of the contract and agrees to include such provisions in any subcontracts.

a. The Landowner/Operator will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

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

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

## *Engineering Services Agreement*

I hereby agree to contract with JESS Engineering, PLLC for the engineering services detailed below. I understand that the cost estimate provided below is an estimate only, based on my description of the extent of the project. The project will be billed hourly with design work billed at $95/hr and travel time billed at $65/hr.

I understand that billing will occur monthly, with the billed amount due within 30 days of the invoice date. I also understand that when the actual billed cost reaches 90 percent of the estimated total cost, JESS Engineering will discuss with me the status of the project. At this time, if the project cost is expected to exceed the original estimate a new agreement will be reached, based upon hourly rates.

I understand that I am solely responsible for the charges incurred by my farm and that any grant funding is my responsibility to collect. Furthermore I understand that this grant money may not

### *Estimated Cost*
### *Environmental Improvement Design*

| *Engineering Service* | | *Estimated Fee* |
|---|---|---|
| ***Design Work*** | | |
| This includes office time to split out the covered walkway design. | $ | 950.00 |
| ***Construction Inspection*** | | |
| This includes site visits to assist with the project during construction on an as needed basis (limit 3 visits) | $ | 810.00 |
| ***As Built Documentation*** | | |
| This includes a final site visit as well as preparation of as built documents | $ | 380.00 |
| ***Estimated Total Cost:*** | ***$*** | ***2,140.00*** |

Calvin C. Snow 12-30-2015

Signature Date

Please Print

JESS Engineering, PLLC Representative

# BMP: BARNYARD WATER MANAGEMENT

**Also known as Barnyard Runoff Management System**

***Lifespan: 10 years***

## OPERATION & MAINTENANCE REQUIREMENTS

**BMP Purpose:**

Barnyard Water Management is intended to control the amount, rate and quality of runoff or leachate from barnyards including concentrated livestock areas.

**Operation and Maintenance:**

Many different practices may be combined to establish good barnyard management. Reference all practices for any additional operation & maintenance requirements when applicable:

1) Any roof gutters will be maintained in good repair. Replace sections of gutter as soon as possible should they be torn down by ice and snow.

2) Roof gutters will be checked twice annually to keep them free of debris to ensure the free flow of water. (Especially after silo filling)

3) For concrete barnyards, the concrete pad will be scraped and cleaned as needed to prevent manure build up.

4) The concrete or timber curbs will be kept in good repair to keep the manure confined to the concrete pad.

5) Any ditches will be checked at least twice a year to keep them free of silt and other debris, thus keeping the water flowing freely.

6) Any surface inlet will be checked at least twice a year and kept free of sediment and debris.