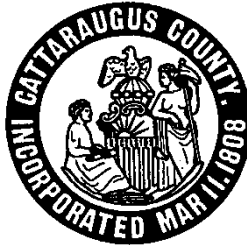


CATTARAUGUS COUNTY

Replacement of Hinsdale Bridge 62, County Road 26 (Gile Hollow Road) over Olean Creek BIN 3321770

Prepared by:
Cattaraugus County
Department of Public Works

8810 Route 242
Little Valley, NY 14755



General Provisions and Bid Proposal Booklet

October 2019

CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS

Instructions to Bidders,

Specifications and Related Documents

For

Replacement of Hinsdale Bridge 62,
County Road 26 (Gile Hollow Road)
over Olean Creek
BIN 3321770

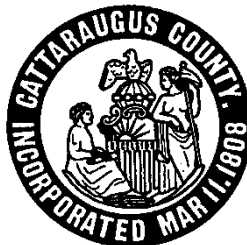
Cattaraugus County Department of Public Works

8810 Route 242

Little Valley, New York 14755

Tel. (716) 938-9121

Fax (716) 938-2754



CATTARAUGUS COUNTY

DEPARTMENT OF PUBLIC WORKS

Development – Progress – Workmanship

Kathleen M. Ellis, Commissioner

Devin M. Blue, Deputy Commissioner

Mark C. Burr, PE, Director of Engineering



8810 Route 242, Jack Ellis Drive

Little Valley, New York 14755

Phone (716) 938 9121 | Fax (716) 938 2754

ADVERTISEMENT FOR BIDS

Sealed bids for **Replacement of Hinsdale Bridge 62, County Road 26 (Gile Hollow Road) over Olean Creek, BIN 3321770**, according to specifications, will be received by the undersigned, at the Department of Public Works Facility, 8810 Route 242, Little Valley, New York, until **Thursday, November 21, 2019 at 1:45 P.M.** after which they will be publicly opened at **2:00 P.M.** (at the *same location*), by the undersigned, under the direction of the Public Works Committee of the Cattaraugus County Legislature. Each bid, at the time it is received, will be stamped showing date and time of receipt. All bids must be sealed and clearly marked as follows: (Any bid not clearly marked will not be considered.)

DPW BID #73 - Replacement of Hinsdale Bridge 62, County Road 26 (Gile Hollow Road) over Olean Creek, BIN 3321770

Scope: The work generally consists of removing and replacing the existing 2-span bridge superstructure, abutments and pier. The new bridge is a single span steel multi-girder bridge founded on integral abutments. The road work consists of reconstructing approximately 350-ft of asphalt roadway associated with the new bridge approaches.

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders will be available **Thursday, October 31, 2019**, and may be secured at Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, New York 14755. Phone Dawn Smith at 938-9121, ext. 2465. The specifications for this project will be available for examination at the office of Southern Tier Builders Association, 65 West Main St., Falconer, NY 14733, & on their web site, (STBA website at: <https://bxstier.com/>) Login Page: <http://login.onlineplanservice.com/SP/code.aspx> Password: **NYBX19-04540-73**

Cattaraugus County Local Law 12-2012 as amended by Local Law 5-2015 requires that the County provide a copy of the Cattaraugus County Vendor Responsibility Form to the low bidder. The low bidder will have 5 business days to return the completed form unless the form was mailed by the county to the vendor, in which case they will have 10 business days from the date of the mailing to return the form. Failure by the low bidder to submit the form within the above time frame will lead to the automatic rejection of their bid. The contractor must also ensure that all subcontractors who contract to work on the Project for consideration in the amount of \$35,000 or greater, complete this form and submit it to the County for approval within 5 days of the preconstruction meeting. The contractor must also submit, in writing, a request for waiver for any subcontractors whose contract is for less than \$35,000. Failure to do so may lead to the rejection of the subcontractor at the County's discretion.

Currently the Commissioner of Public Works has approved the CCA-2 (New York State Vendor Responsibility Questionnaire For-Profit Construction) with attachments A, B, and C to serve as the Cattaraugus County Vendor Responsibility Form.

All bids must be sent or delivered to Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, NY 14755. Attention: Dawn Smith.

All bids must be accompanied by a NON-COLLUSIVE BIDDING CERTIFICATE and Bid Bond in the amount of 5% of bid total. All substitutions are to be submitted at time of bid as per the contract documents. No substitutions will be considered after the bid date. Any bid submitted without such certification and bid bond will not be accepted. Any bid not meeting ALL specifications will not be considered. Cattaraugus County reserves the right to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

John Searles
County Administrator
County Center - 303 Court Street
Little Valley, New York 14755

CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS

DATE: October 2019

Department's Preliminary Estimate for the:

Replacement of Hinsdale Bridge 62,
County Road 26 (Gile Hollow Road)
over Olean Creek, BIN 3321770
Town of Hinsdale

CATTARAUGUS COUNTY

Description: This project involves the replacement of Hinsdale Bridge 62,
County Road 26 (Gile Hollow Road) over Olean Creek, BIN 3321770 and the associated approach work.

Deposit Required..... 5% of Bid

Date of Completion: All work is to be completed no later than October 16, 2020.

Work to be done: The Contractor shall furnish all materials, equipment, tools and labor of every kind
required to remove the existing concrete bridge deck and approach slabs and construct new
bridge deck and approach slabs and all other incidental work in the most substantial and
workmanlike manner, and do everything required by the Contract Documents as defined
herein.

The contract drawings give specific limits and dimensions of work to be completed. A
general scope of work is given on page E-7 that denotes work to be done by the Contractor.
All items of work are to be included in the unit prices bid listed in section A. Survey and
stakeout is the responsibility of the Contractor and shall be included in the itemized bid for
item 625.01.

GENERAL NOTE

In general, the New York State Department of Transportation Specifications of September 1, 2019, and all addenda in effect on the date of advertising for bids shall apply, except where modified in these specifications. Where reference is made to New York State, State Department of Transportation, Commissioner, etc., the appropriate Cattaraugus County department or official shall be substituted.

The Commissioner of the Cattaraugus County Department of Public Works shall make the final interpretations of any irregularities, ambiguities or questions arising out of these specifications and the New York State Department of Transportation Specifications used on this project.

The Proposal consisting of Bidding Forms, Required Certifications and Reference Sheet are included in Sections A and B. The submission of the completed forms will constitute a formal bid. The Agreement (Section C) will be completed upon award of the Contract.

The pages in this proposal and in the plans are numbered consecutively. In the event that any pages are missing or illegible, a replacement copy will be furnished free of charge by the Department of Public Works upon request. The County is responsible for providing amendments only to those persons or firms listed as having purchased plans and/or proposals from the County Department of Public Works and of those that made a specific request of the Department for amendments. Persons or firms who obtain plans and/or proposals from sources other than the County Department of Public Works bear the sole responsibility for obtaining any amendments issued by the County for the subject project. Bidders are advised that the County will exercise its right to reject any proposal, pursuant to Section 102-03 of the Standard Specifications, in which subtask bids appear in the Commissioner's judgment to constitute an unbalanced bid for the work.

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* To be completed by All Bidders and returned with bid.

** To be completed by the Apparent Low Bidder.

SECTION A
UNIT PRICE BID SCHEDULE

SECTION A

UNIT PRICE BID SCHEDULE

The Contractor shall furnish all materials, equipment, tools and labor of every kind required to complete the Replacement of Hinsdale Bridge 62, County Road 26 (Gile Hollow Road) over Olean Creek, BIN 3321770 project and perform all other work and incidental work in the most substantial and workmanlike manner, and do everything required by the Contract Documents as defined herein.

The total unit price bid shall be the sum of all materials, installation and labor costs as defined herein. Each unit bid price shall be entered both in words and numerically in the spaces provided. In the event of a discrepancy the words will be used for tabulation purposes.

DETERMINATION OF LOW BIDDER

Except where the COUNTY exercises the right to reject any or all Proposals, the COUNTY will award the Contract to the lowest responsive and responsible Bidder, provided further that such Bidder furnishes adequate security therefore and complies with all requirements of the Notice to Bidders and these Instructions to Bidders, after investigations are made to determine the Bidders' responsibility and capability.

**BID FORMS OMITTED FROM
SPECIFICATION BOOKS**

TO OBTAIN BID FORMS PLEASE CONTACT

DAWN SMITH AT 716-938-9121 EXT. 2465

OR SEND EMAIL REQUEST TO:

dasmith@cattco.org

SECTION B
REQUIRED CERTIFICATIONS

SECTION B

REQUIRED CERTIFICATIONS

ITEMIZED BID PROPOSAL

In submitting this bid, the undersigned declares that he/she is or they are the only person or persons interested in the bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the County or any person in the employ of the County is directly or indirectly interested in the bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also declares that he/she has or they have carefully examined the plans, specifications and form of contract, and that he/she has or they have personally inspected the actual location of the work, together with the local sources of supply, has or have satisfied himself/herself or themselves as to all the full scope of the work and existing conditions, and understands that in signing this proposal, he/she or they waive all rights to plead any misunderstandings regarding the same. The Contractor at his/her own expense may elect to obtain additional information at the site, such as deep holes or borings; however, he/she must inform the County three days prior to such explorations.

The undersigned further understands and agrees that he/she is or they are to furnish and provide for the respective work, all the necessary materials, machinery, implements, tools, labor, services and other items of whatever nature, and to do and perform all work necessary under the aforesaid conditions, to complete the improvement of the aforementioned project in accordance with the plans and the specifications for such improvement, which plans and specifications it is agreed are a part of this proposal.

The undersigned further agrees to accept the aforesaid Itemized Bid as compensation for the completion of the project as detailed in the contract documents.

Dated: _____, 20_____

Legal Name of Person, Firm or Corporation

By: _____
Must be signed in Ink

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the subject project (if none, state "NONE"):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Receipt is hereby acknowledged for all addenda listed above.

Signature of Bidder _____ Date _____

BID BOND

Sec. 38 – Highway law

KNOW ALL MEN BY THESE PRESENTS, That

(Name of Contractor)

.....
(Address)

(hereinafter called the "Principal") and the
a corporation created and existing under the laws of the State of, having its principal office in the City of (hereinafter called the "Surety"), are held and firmly bound unto Cattaraugus County (hereinafter called the "County") in the full just sum of Five Percent (5%) of Attached Bid, good and lawful money of the United States of America, for the payment of which said sum of money, well and truly to be made and done, the said Principal binds themselves (himself/herself, itself), their (his/hers, its) heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents:

Signed, sealed and dated this 20 A.D.

WHEREAS, the said Principal has submitted to the Cattaraugus County Commissioner of Public Works, a bid for

(Description of Project)

.....
AND

WHEREAS, under the terms of the Laws of the State of New York as above indicated, the said Principal has filed or intends to file this bond to guarantee that the Principal will execute all required contract proposal documents and furnish such faithful performance or other bonds as may be required by law in accordance with the terms of the Principal's said proposal.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the said Principal shall promptly execute and submit, and the Commissioner of Public Works shall accept, all required contract proposal documents including such faithful performance bond or other bonds as may be required by law in accordance with the terms of the Principal's said proposal, then this obligation shall be null and void, otherwise to remain in full force and virtue.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their, its) hand and seal and the said Surety has caused this instrument to be signed by its.....President and its
.....Secretary, and its corporate seal to be hereunto affixed, the day and year first above written.

Signed, sealed and delivered in the presence of:

(Corporate seal of (L.S.)
Principal if a (L.S.)
corporation)

..... (L.S.)
Principal

(Corporate seal ofCompany
Surety Co.)

of

By

(Title of Officer)

Attest.....

(Title of Officer)

(Acknowledgment by principal, unless it is a corporation)
STATE OF NEW YORK

SS:

COUNTY OF

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

.....
Notary Public County

(Acknowledgment by principal, if a corporation)
STATE OF NEW YORK

SS:

COUNTY OF

On this Day of 20....., before me personally came
....., to me known who being by me duly sworn, did depose and say that he/she
resides in; that he/she is the of the
.....; the corporation described in and which executed the foregoing instrument; that
he/she knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it
was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto
by like order.

.....
Notary Public County

(Acknowledgment by Surety Company)
STATE OF NEW YORK

SS:

COUNTY OF

On this day of 20....., before me personally came,
to me known, who being by me duly sworn, did depose and say that he/she resides
in; that he/she is the of the; the
corporation described in and which executed the within instrument; that he/she knows the seal of said corporation;
that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of
Directors of said corporation, and that he/she signed his/her name there to by like order.

.....
Notary Public County

BIDDER INFORMATION SHEET

NAME OF BIDDER: * _____

ADDRESS: _____

PHONE NUMBER: _____

TYPE OF ENTITY: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL __

IF A NON-PUBLICLY OWNED CORPORATION:

NAME OF CORPORATION: _____

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

LIST OF OFFICERS: _____

LIST OF DIRECTORS: _____

DATE OF ORGANIZATION: _____

IF A PARTNERSHIP:

PARTNERS: _____

NAME OF PARTNERSHIP: _____

DATE OF ORGANIZATION: _____

- IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK GENERAL BUSINESS LAW MUST BE ATTACHED.

NON-COLLUSIVE BIDDING CERTIFICATION

REQUIRED BY SECTION 103-D OF GEN. MUNICIPAL LAW

Section 103-d, GML, "Statement of non-collusion in bids and proposals to political subdivision of the state."

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

"(a) 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 knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."
- (b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2.* Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

* So in original, No subd. 1 has been designated.

NON-COLLUSIVE BIDDING CERTIFICATION

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

- 1. Perform all work listed in accordance with the Contract Documents at the lump sum price.
- 2. All the terms and conditions of the non-collusive bidding certifications required by Section 103-d of the General Municipal Law;
- 3. Certification of Specialty Items category selected, if contained in this proposal;
- 4. Certification of any other clauses required by this proposal and contained herein.

 (Legal Name of Person, Corporation, or Firm Which
 is Submitting Bid or Proposal)

Date: _____

BY: _____
 (Signature of Person Representing Above)

AS: _____
 (Official Title of Signator in Above Firm)

(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK)
) SS:
 COUNTY OF)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at _____, and that he/she is the _____ of the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

 Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK)

COUNTY OF) SS:
)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____, consisting of himself/herself and _____, and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of _____ for the uses and purposes mentioned herein.

Notary Public

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK)

COUNTY OF) SS:
)

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

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: _____
Street or P.O. Box No.

City

State _____ Zip _____

Federal Identification No.: _____

Name of Contact Person: _____

Phone # of Contact Person: _____

If Bidder is a Corporation:

President's Name & Address:

Secretary's Name & Address:

Treasurer's Name & Address:

If Bidder is a Partnership:

Partner's Name & Address:

Partner's Name & Address:

If Bidder is a Sole Proprietorship:

Owner's Name & Address:

**REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES, MISCONDUCT, OR
OTHER PROHIBITED CONTRACT ACTIVITIES**

NEW YORK STATE INSPECTOR GENERAL HOTLINE. Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the Inspector General. The Toll Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 9:00 A.M. and 5:00 P.M., Monday thru Friday. The address of the Office of the State Inspector General is the State Capitol, Executive Chamber, Albany, New York 12224.

REFERENCE SHEET

All bidders are required to complete this form providing three references of past performance. References should involve projects and/or service situations of similar size, scope, and character of work to this Bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The County reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the Bid and/or Contract. Completion of the Reference Form is required.

BIDDER'S NAME: _____

DATE FILED: _____

REFERENCE'S NAME: _____

ADDRESS: _____

TELEPHONE: _____ CONTACT PERSON: _____

REFERENCE'S NAME: _____

ADDRESS: _____

TELEPHONE: _____ CONTACT PERSON: _____

REFERENCE'S NAME: _____

ADDRESS: _____

TELEPHONE: _____ CONTACT PERSON: _____

LOCAL LAW NUMBER 12- 2012 AMENDED BY LOCAL LAW NUMBER 5- 2015 COUNTY OF CATTARAUGUS, NEW YORK

Pursuant to Section 10 of the Municipal Home Rule Law and Section 103 of the General Municipal Law.

A LOCAL LAW ESTABLISHING UNIFORM GUIDELINES FOR DETERMINING THE RESPONSIBILITY OF BIDDERS

BE IT ENACTED by the Legislature of the County of Cattaraugus ("the County"), as follows:

Section 1. Legislative Intent. It is the intent of this Local Law to enhance the County's ability to identify the lowest "responsible bidder" on public works construction projects by instituting more comprehensive submission requirements and an evaluation system which is in compliance with New York State General Municipal Law. The County, based upon its experience, has determined that quality workmanship, efficient operation, safety, and timely completion of projects are not necessarily assured by awarding a public works contract solely on the basis of the low price. This Local Law establishing uniformity of guidelines for determining the responsibility of apparent low bidders will assure efficient use of taxpayer dollars, will promote public safety, and is in the public interest.

Section 2. Applicability. This Local Law shall apply to construction projects subject to the competitive bidding requirements of General Municipal Law §103 and advertised for bids on or after the effective date.

Section 3. Public Works. For purposes of this Local Law, the term "public works" shall mean the following: any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, remodeling, remediating, renovating, custom fabricating, maintenance, landscaping, improving, moving, wrecking, painting, decorating, demolishing, and adding to or subtracting from any public building, structure, highway, roadway, street, alley, bridge, sewer, drain, ditch, sewage disposal plant, water work, parking facility, railroad, excavation, or other project, development, real property, or improvement, or to any part thereof, whether or not the performance of the work herein described involves the addition to, or fabrication into, any structure, project or development, real property or improvement herein described of any material or article of merchandise, which is paid for out of public funds in an amount exceeding the threshold for bidding established by the General Municipal Law. The term also includes any public works leased by the County under a lease containing an option to purchase exceeding the threshold for bidding public works projects established by the General Municipal Law.

Section 4. Cattaraugus County Vendor Responsibility Form and Procedure.

- A. A questionnaire (which shall be titled the "Cattaraugus County Vendor Responsibility Form"), hereinafter "the Form", shall be prepared and, as he/she may deem appropriate, revised by the Cattaraugus County Commissioner of Public Works ("Commissioner").
- B. The Commissioner shall provide the Form to the apparent low bidder on all County public works projects.
- C. The County shall promptly notify the apparent low bidder of its status as such and provide such entity with a copy of the Form either in electronic or paper format. The most current version of the Form shall also be posted on the Cattaraugus County website.
- D. The apparent low bidder shall file the Form in in the Office of the Commissioner not more than five (5) business days after receiving it or, if the form is mailed to the apparent low bidder, within ten (10) business days after the date of mailing.

- E. In the event that the apparent low bidder fails to file the fully completed Form in the Commissioner's Office within the required time, its bid will be rejected and any bid bond submitted may, at the County's sole discretion, be forfeited.
- F. If the apparent low bidder is deemed not responsible, or fails to submit the Form within the required time, then the next lowest bidder will be deemed the apparent low bidder and so on until the lowest bidder is deemed responsible and selected as the lowest responsible bidder.
- G. Not later than five (5) calendar days prior to a final determination that the apparent low bidder is not responsible, the County will notify the bidder of same, in writing, and by certified mail, return receipt, stating the reasons. Except in the case of the rejection of an apparent low bid solely because the vendor failed to timely submit a completed Form, such notice shall set forth a time, date and place for the apparent low bidder to appear and be heard, not less than five (5) business days after such notice is served.
- H. Subcontractors proposed to be used on a project must also complete and submit the Form within five (5) days after the preconstruction meeting before the subcontractor is approved by the County. Failure by a subcontractor to submit the Form or unsatisfactory responses to questions may lead to rejection of the bid of the subcontractor at the County's discretion.
- I. If the bid of the apparent low bidder appears disproportionately low when compared with estimates obtained by or on behalf of the County and/or compared to other bids submitted (10% or greater disparity), the County reserves the right to inquire further of the apparent low bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent low bidder has the capability to perform and complete the contract for the bid amount.
- J. If a bidder is found to have willfully violated New York Labor Law §220 within the previous five (5) years, that bidder shall automatically be deemed "not responsible" and its bid shall be rejected unless the Commissioner, subject to review by the Public Works Committee of the Cattaraugus County Legislature, determines otherwise. In all other cases, based on all of the information collected pursuant to this local law and any other factor deemed relevant, the Commissioner, or other department heads soliciting public works bids, shall determine if the apparent lowest bidder is in fact "responsible."

Section 5. Additional Requirements.

- A. Contractors and all subcontractors shall classify their workers as employees rather than as independent contractors, unless those workers meet the definition of "independent contractor" as defined by the Internal Revenue Service, and shall treat said employees accordingly for purposes of workers' compensation insurance coverage, unemployment insurance, employment taxes, and social security taxes.
- B. The contractors and all subcontractors shall submit certified payrolls to the Commissioner.

Section 6. Procedure. Cattaraugus County will make its own determinations of responsibility for low bidders. A bidder recognized by the state as a responsible vendor must still satisfy the requirements of this local law by submitting the required Cattaraugus County Vendor Responsibility Form within the required time frame.

Section 7. Incomplete Submissions by Bidders and Subcontractors. It is the sole responsibility of the contractor to comply with all submission requirements to the County. The submission requirements also apply to all subcontractors, except that the contractor shall submit all subcontractor questionnaires to the County of Cattaraugus for approval. Failure to submit the Form may lead to the rejection of the bid of the subcontractor at the County's discretion. Contractor submissions deemed non-responsive will result in automatic rejection of the bid.

Section 8. Materiality. The requirements of this Local Law are a material part of the bid documents and the contract and the successful bidder shall insert this Local Law in all subcontracts.

Section 9. Severability. If any clause, sentence, paragraph, subdivision, section or part of this Local law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order of Judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Local law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved In the controversy in which such judgment or order shall be rendered.

Section 10. Other Local Laws. Any prior Local Law or portion thereof in conflict with this Local Law is hereby repealed.

Section 11. Effective Date. This Local Law shall take effect upon filing in the Office of the Secretary of State, in accordance with Section 27 of the New York State Municipal Home Rule Law.

**BID FOR PERFORMANCE OF CONTRACT WITH CATTARAUGUS COUNTY LEGISLATURE
LITTLE VALLEY, NEW YORK**

TO: Cattaraugus County Legislature, Little Valley, New York, herein after called the County.

The undersigned, desiring to interpose a bid to provide services for *Replacement of Hinsdale Bridge 62, County Road 26 (Gile Hollow Road) over Olean Creek, BIN 3321770* for Cattaraugus County Department of Public Works, does hereby accept all terms, conditions, and agreements contained and set forth in the Notice to Bidders, Instructions to Bidders, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Bid for Performance of Contract with Cattaraugus County Legislature and does hereby certify, agree and propose as follows:

The undersigned declares that he/she has examined all of the attached documents, and hereby proposes and agrees that, if this bid is accepted, he/she will contract with the County, such contract incorporating the provisions of the documents attached hereto, to furnish all the materials and services and do all the work specified in the attached documents in the manner and time herein specified and according to the requirements as herein set forth, and to take in full payment therefore the bid prices set forth on the preceding specification sheets.

If this proposal is accepted by the County and the undersigned fails to contract as aforesaid, within ten days (not including Sunday) from the date of notice from the County to him/her, then the County may at its option, determine that the bidder has abandoned his/her right to enter into the contract and thereupon the bid and acceptance shall be null and void.

The full name and residences of all persons and parties interested in the foregoing bid as principals are as follows: (Individuals or partnership bids only)

INDIVIDUAL, PARTNERSHIP OR CORPORATE USE

The undersigned certifies, under penalty of perjury, that he/she is fully authorized to sign this bid.

Name and Address of Bidder:

Authorized Signature and Title:

Signature

Title

Date

“Iran Divestment Act of 2012”

“Iranian Energy Sector Divestment”

Pursuant to State Finance Law § 165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law § 103-g(4) states as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or service performed or to be performed or good sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury:

The below signed bidder affirms the following as true under penalties of perjury:

- a. “By submission of this bid, the bidder identified herein and each person signing on behalf of the 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 this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.”

Corporate or Company Name

By: _____
Signature

Title

Sworn to before me this

_____ Day of _____, 20_____

Notary Public

CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS
Development – Progress – Workmanship

Kathleen M. Ellis, Commissioner
Devin M. Blue, Deputy Commissioner
Mark C. Burr, PE, Director of Engineering



8810 Route 242, Jack Ellis Drive
Little Valley, New York 14755
Phone (716) 938 9121 / Fax (716) 938 2754

PROJECT TITLE: Replacement of Hinsdale Bridge 62, County Road 26 (Gile Hollow Road)
over Olean Creek, BIN 3321770

AFFIDAVIT OF COMPLIANCE AND RECEIPT OF PREVAILING WAGE SCHEDULE

The Contractor named below certifies receipt of Prevailing Wage Rate Schedule and is in compliance with all labor laws and regulations of the State of New York and the United States of America including the following:

1) PREVAILING WAGE RATE:

The contractor agrees to comply with the schedule of wages applicable to the performance of the said contract and the statutory requirements and rules of the State of New York. The Contractor named below certifies that they have received the Prevailing Wage Rate Schedule **PRC# 2019013785**.

2) SOCIAL SECURITY TAXES:

The contractor promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes.

Company

Print Name

Title

Signature

Date

State of New York)

) ss:

County of _____)

Subscribed and Sworn to before me this _____ day of _____ 20 ____

By _____

Notary Public, _____

SECTION C
AGREEMENT

This AGREEMENT made as of the ____ day of _____ in the year 20__ by and between the County of Cattaraugus, a municipal corporation hereinafter called the "County" and _____ hereinafter called the "Contractor".

WITNESSETH that the County and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. The Contractor will perform all Work as shown in the Contract Documents for the completion of the Project generally described as the ***Replacement of Hinsdale Bridge 62, County Road 26 (Gile Hollow Road) over Olean Creek, BIN 3321770***, Cattaraugus County, New York.

(a) The Contractor shall furnish all of the materials and do all the Work required for the replacement of the structure and all other incidental work detailed in the contract documents.

Article 2. ENGINEER. The Project has been designed by Cattaraugus County. Cattaraugus County will hire an Engineer to represent the County in connection with implementation of the Project and is hereinafter called the ENGINEER. The County and the ENGINEER will provide all on-site observation services, and County observation personnel will also be referred to as the ENGINEER.

Article 3. CONTRACT TIME. Time of beginning, rate of progress and time of completion are essential conditions of the Contract. The Contractor shall commence work within ten (10) days of the effective date of the Contract, unless written consent is given by the County to begin at a later date. All work shall be completed on or before **October 16, 2020**.

Article 4. CONTRACT PRICE. The County shall pay the Contractor for the performance of the Work in accordance with the Lump Sum Bid indicated in the bid documents.

Article 5. PAYMENTS. The County shall make payments on the account of the Contract as follows:

- (a) Upon request from the Contractor, the Engineer and the County will review and approve statements prepared by the Contractor for the total quantity of work properly completed by the Contractor as of a specified date noted on the statement. No such statement, however, will be reviewed by the Engineer and County within one month after the start of Work under contract, or at intervals of less than one month. The County will pay the Contractor 95% of the amount of each statement, less prior payments, forty-five (45) days after approval of the statement. Neither statement nor payment shall mean that any Work is accepted. The statements should be based on the percent complete of each subtask noted in the Unit Price schedule.
- (b) The 5% of the value of completed Work withheld from the Contractor will be paid to the Contractor by the County upon: (1) the completion of all Work to the satisfaction of the Engineer and the County; and (2) the Contractor has filed with the County a certification of payment of all labor and materials and certificate of release of liens in connection with this agreement.

- (c) The acceptance by the Contractor of the final payment of amounts withheld from the Engineer's statements shall be and shall operate as a release to the County and the Engineer of all claims and of all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the County and Engineer and others relating to or arising out of this Work.
- (d) The County reserves the right, at any time, to modify or change the Plans or Specifications as deemed necessary and the Agreement shall not be invalidated thereby however;
- (e) If the Contractor considers that he/she is being required to perform extra work for which no Change Order has been issued, then he/she shall serve Written Notice upon the County prior to such extra work is performed. On failure to serve this Notice, all rights of the Contractor to be paid therefore shall be forfeited.

Article 6. CONTRACT DOCUMENTS. The Contract Documents which comprise the Contract between the Owner and the Contractor are attached hereto and made a part hereof and consist of the following:

- (a) The General Provisions and Proposal Booklet titled **“Replacement of Hinsdale Bridge 62, County Road 26 (Gile Hollow Road) over Olean Creek, BIN 3321770”**.
- (b) Drawings and Plans
- (c) Any Modifications, including Addenda, duly delivered before the execution of this Agreement, and Change Orders incorporated after the Agreement is signed.
- (d) Bonds and Insurance instruments.

Article 7. MISCELLANEOUS.

- (a) Terms used in this Agreement shall have the same meanings which are defined in this bid package.
- (b) The Contractor shall furnish a faithful performance surety bond on a form approved by the County in an amount equal to 100 percent of the Contract Price, and shall have as a surety thereon a surety company or companies authorized to do business in New York State. He/She likewise will furnish a Labor and Material Bond to guarantee the payment of all labor and materials supplied in connection with this Agreement.
- (c) Neither the County nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his/her interest under any of the Contract Documents and,
- (d) Specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the County.

- (e) The County and the Contractor each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants, agreements and obligations contained in the Contract Documents.
- (f) The Contract Documents constitute the entire agreement between the County and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

Article 8. CONTRACTOR REPRESENTATIONS. The Contractor is experienced in the use and interpretation of plans and specifications such as those included in these Contract Documents. He/She has carefully reviewed these and all of the Contract Documents and has found them free of ambiguity and sufficient for bid purposes. He/She has based his/her bid solely on these documents not relying on any explanation or interpretation, oral or written, from any other source.

Article 9. CONTRACT PROVISIONS. The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the County of Cattaraugus, whether a contractor, licensor, licensee, lessor, lessee or any other party). In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Article, the terms of this Article shall control.

(a) Non-Assignment Clause

In accordance with Section 109 of the General Municipal Law, this contract may not be assigned by the Contractor, or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the County and any attempts to assign the contract without the County's written consent are null and void.

(b) Workers' Compensation Benefits

In accordance with Section 108 of the General Municipal Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

(c) Non-Discrimination Requirements

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b)

discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all monies due hereunder for a second or subsequent violation.

(d) Wage and Hours Provisions

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

(e) Non-Collusive Bidding Requirement

In accordance with Section 103-d of the General Municipal Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

(f) Set-Off Rights

The County shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any monies due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract.

(g) Record-Keeping Requirement

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The County Treasurer or County Administrator or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said such (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract",

shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

(h) Governing Law

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

(i) No Arbitration and Service of Process

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.

(j) Approval by County Legislature

This contract is subject to, and conditioned upon, approval by the Cattaraugus County Legislature.

(k) Postponement, Suspension, Abandonment or Termination of Contract

The County shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

(l) Indemnification

The Contractor shall defend, indemnify, and save harmless against Cattaraugus County, its officers, employees, and the Engineer from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of such Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of the Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims on amounts arising or recovered under the Workers' Compensation Law, or any other law, ordinance, order, or decree; and so much of the money due the Contractor under and by virtue of his Contract as shall be considered necessary by the County for such purpose, may be retained for the use of the County; or, in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and

suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he/she is adequately protected by public liability and property damage insurance.

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the County or the Engineer or any of its representatives, and the Contractor agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of work as provided herein. This indemnification shall include all costs and disbursements incurred by the County and the Engineer in defending any suit, including attorneys fees.

(m) Conflict of Interest

- (1) The Contractor warrants that to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the County.
- (2) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the County.
- (3) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the County, to avoid, mitigate, or minimize the actual or potential conflict.
- (4) The County may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, then the County may terminate the contract, or pursue such other remedies as may be permitted by law or this contract. The terms of Clause (k) of this Section or other applicable contract provision regarding termination shall apply to termination by the County pursuant to this clause.
- (5) The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

(n) Requests for Payment

All requests for payment by the Contractor must be submitted on forms supplied and approved by the County. Each payment request must contain such items of information and supporting documentation as required by the County, and shall be all inclusive for the period of time covered by the payment request.

(o) Performance of Work Required

The Contractor agrees that during the performance of the work required pursuant to this Agreement, the Contractor and all officers, employees, agents or representatives working under the Contractor's direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law required to be inserted in this Agreement shall be deemed so inserted, and the Agreement shall be read and enforced as if such provisions were so inserted.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

(p) Independent Contractor Status

It is understood that the Contractor is an independent Contractor and shall not be considered an agent of the County nor shall any of the Contractor's employees or agents be considered sub-agents for the County. The final contract will be between the County and the Contractor and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between County and Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. The Contractor understands and agrees that all persons performing work pursuant to the final contract are for purposes of workers' compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor hereunder. The employees and agents of each party shall while on the premises of the other party, comply with all rules and regulations of the premises including, but not limited to security requirements. The Contractor agrees to comply with the non discrimination employment policies as required by applicable state and federal laws and regulations regarding employment discrimination. The Contractor assures the County that in accordance with applicable law it does not, and agrees that it will not, discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference, or handicap.

(q) No-Waiver

In the event that the terms and conditions of the Agreement are not strictly enforced by the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this Agreement thereafter.

(r) Severability

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

(s) Liquidated Damages

The contractor shall be assessed a penalty of \$1,000 per day and any additional inspection and engineering costs for work not complete within the specified time frame.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

Attest _____

_____ By: _____
County

Attest _____

_____ By: _____
Contractor

ACKNOWLEDGMENT OF COUNTY

STATE OF NEW YORK)SS
COUNTY OF CATTARAUGUS)

On this ___ day of _____ 20____, 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 whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ACKNOWLEDGMENT OF CONTRACTOR (OUTSIDE NEW YORK STATE)

STATE OF _____)SS:
COUNTY OF _____)

On this _____ day of _____ 20____, 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 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 and that such individual made such appearance before the undersigned in the City/Town of _____ in State of _____.

(SEAL) _____
Notary Public

ACKNOWLEDGMENT OF CONTRACTOR (WITHIN NEW YORK STATE)

STATE OF NEW YORK)SS:
COUNTY OF _____)

On this ____ day of _____ 20____, 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 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.

(SEAL) _____
Notary Public

SECTION D
DEFINITIONS AND TERMS

SECTION D

DEFINITIONS AND TERMS

Same as Section 101 of the New York State Department of Transportation Standard Specifications, Construction and Materials of September 1, 2019 and all addenda.

References to the County's representative engineer and County personnel shall hereinafter be made as the "Engineer".

Under this contract the New York State Department of Transportation, Office of Engineering, September 1, 2019 Standard Specifications, Construction and Materials and addenda are amended as follows:

Under Section 101 – Abbreviations and Definitions of Terms

1. Subsection 101-02, Chief Engineer
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Cattaraugus County Commissioner of Public Works" or his authorized representative.
2. Subsection 101-02, Commissioner
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Cattaraugus County Commissioner of Public Works".
3. Subsection 101-02, Department
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Cattaraugus County Department of Public Works" and may also be used to mean the "Commissioner of Public Works" or his authorized representative.
4. Subsection 101-02, Departmental Geotechnical Engineer
Delete the stated definition. The "Cattaraugus County Commissioner of Public Works" or his authorized representative shall be responsible and is in charge of all engineering and construction work on this contract.
5. Subsection 101-02, Departmental Engineering Geologist
Delete the stated definition and substitute the same definition as above for Departmental Geotechnical Engineer.
6. Subsection 101-02, Department
Delete the stated definition and insert: "Cattaraugus County Department of Public Works".
7. Subsection 101-02, Engineer or Engineer-In-Charge
Delete the words "Department of Transportation" and substitute "Cattaraugus County Department of Public Works". Also delete the words "Regional Director" and substitute "Cattaraugus County Commissioner of Public Works".
8. Subsection 101-02, Final Agreement
Delete "State of New York, Department of Transportation" and substitute "Cattaraugus County Department of Public Works".

9. Subsection 101-02, Inspector
Delete “The Department of Transportation” and substitute “The authorized representative of the Cattaraugus County Department of Public Works”.
10. Subsection 101-02, Materials Bureau
Delete the word “Bureau” and the stated definition and substitute “The Cattaraugus County Department of Public Works has the responsibility in the quality assurance for materials to be used on the contract”.
11. Subsection 101-02, Regional Director
Delete the stated definition and substitute: “When used, means the Cattaraugus County Commissioner of Public Works”.
12. Subsection 101-02, State
Delete the stated definition and substitute: “When used, means the County of Cattaraugus, represented by the Cattaraugus County Department of Public Works through the Commissioner of Public Works”.

Under Section 102 – Bidding Requirements and Conditions

13. Subsection 102-01, Location of Regional Offices
Delete the entire subsection – not applicable.
14. Subsection 102-06, Bid Deposit
Delete from the second and third lines the words “State of New York”, and substitute “County of Cattaraugus”.

SECTION E
GENERAL PROVISIONS

SECTION E

GENERAL PROVISIONS

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PART 1 BIDDING REQUIREMENTS AND CONDITIONS

1.1 NOTICE TO BIDDERS (ADVERTISEMENT)

Sealed bids for the **Replacement of Hinsdale Bridge 62, County Road 26 (Gile Hollow Road) over Olean Creek, BIN 3321770**, will be received under the direction of the County Administrator at the Cattaraugus County Department of Public Works Facility, 8810 Route 242, Little Valley, New York until **November 21, 2019 at 1:45 p.m.**, after which they will be publicly opened at **2:00 p.m.** (at the same location), under the direction of the Public Works Committee of the Cattaraugus County Legislature. Each bid, at the time received, will be stamped by a clock showing date and time of receipt.

Copies of the Contract Plans and Documents may be examined at no expense at the following location:

Cattaraugus County Department of Public Works
8810 Route 242
Little Valley, New York 14755
(716) 938-9121

Copies of the Contract Plans and Documents may be purchased only at the Cattaraugus County Department of Public Works. The purchase price for each set of Contract Plans and Documents is fifty dollars (\$50.00), which is refundable to bidders only. All checks for purchase of Contract Plans and Documents shall be made payable to "County of Cattaraugus". Full refund for one copy of the plans and specifications will be made to a bidder for this project, if such plans and specifications are returned in good condition within 30 calendar days after the award of the contract or after the rejection of the proposal. The successful bidder is not required to return the copy of the plans and specifications in order to be entitled to such refund. No refund will be made for more than one set of plans and specifications or to persons or firms not submitting a bid.

Questions regarding the contract documents for this project may be directed to William A. Fox, PE, Senior Civil Engineer, 8810 Route 242, Little Valley, New York at (716) 938-2439.

All bids must be written in ink on the forms provided. The bid must be accompanied by a certified check, cashier's check, or bid bond made payable to "Treasurer, Cattaraugus County", in the amount of 5% of the bid, as a guarantee that if the Contract is awarded to the bidder, he/she will sign the Contract and furnish a satisfactory performance bond. If a bidder should fail to sign the Contract and deliver the performance bond within ten (10) calendar days after he/she has received the Contract, then he/she shall forfeit the proposal guaranty.

In compliance with the provisions of Section 115 (Prevailing Rate of Wage), Public Law 627, the minimum wages paid laborers and mechanics are included in wage schedules that are set out in the bid proposal.

The County of Cattaraugus reserves the right to reject any or all bids, to waive any informality in any bids, and to award the Contract in the County's best interest. The County reserves the right to make the award within forty-five (45) calendar days after the date of the bid opening during which period bids shall not be withdrawn.

1.2 CATTARAUGUS COUNTY VENDOR RESPONSIBILITY FORM

Cattaraugus County Local Law 12-2012 as amended by Local Law 5-2015 requires that the County provide a copy of the Cattaraugus County Vendor Responsibility Form to the low bidder. The low bidder will have 5 business days to return the completed form unless the form was mailed by the county to the vendor, in which case they will have 10 business days from the date of the mailing to return the form. Failure by the low bidder to submit the form within the above time frame will lead to the automatic rejection of their bid. The contractor must also ensure that all subcontractors to be used on the project complete this form and submit it to the County for approval within 5 days of the preconstruction meeting. Failure to do so may lead to the rejection of the subcontractor at the County's discretion.

Currently the Commissioner of Public Works has approved the CCA-2 (New York State Vendor Responsibility Questionnaire For-Profit Construction) with attachments A, B, and C to serve as the Cattaraugus County Vendor Responsibility Form.

1.3 PROPOSAL GUARANTY

Proposals shall be accompanied by a proposal guaranty in the form of a certified check, cashier's check, or bid bond in the amount of five percent (5%) of the total amount bid. It shall be made payable to "Treasurer, Cattaraugus County".

1.4 DELIVERY OF PROPOSALS

Each proposal must be submitted in a sealed envelope clearly marked to indicate its contents. Sealed proposals must be delivered to the Cattaraugus County Commissioner of Public Works at or before the date, time and location specified herein. No responsibility shall be attached to the Commissioner of Public Works or his representatives for the premature opening of any proposal not properly labeled. Bidders assume all responsibilities and risks associated with mail or courier delivery. When sent by mail, the sealed proposal must be addressed to the County at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the "Notice to Bidders". Proposals received after the time for opening of bids will be returned to the bidder unopened.

1.5 NOTICE OF SPECIAL CONDITIONS

The contractor's attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- A. Insurance requirements - Item 6.4
- B. Prevailing wage rates required by N.Y.S. Labor Law – Section H
- C. Special Specifications – Section G
- D. Standard Specifications, NYSDOT dated September 1, 2019, including all updates

1.6 DISQUALIFICATION OF BIDDERS

Any one or more of the following may be considered as sufficient cause for the disqualification of a bidder and the rejection of his/her proposal.

- (a) More than one proposal for the same work from an individual, firm or corporation under the same or different names.

- (b) Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work with the County until any such participant shall have been reinstated as a qualified bidder.
- (c) Lack of competency and adequate machinery, plant and other equipment, as revealed by the financial statements and experience questionnaire.
- (d) Unsatisfactory performance record as shown by past work for any owner judged from the standpoint of workmanship and progress.
- (e) Uncompleted work which, in the judgment of the County, might hinder or prevent the prompt completion of this work if awarded.
- (f) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force at the time of letting.
- (g) Violation of New York Labor Law §220 within the previous five (5) years.
- (h) Failure to submit form CCA-2 (New York State Vendor Responsibility Questionnaire For-Profit Construction) with attachments A, B, and C or substantive omissions on the submitted form and attachments.
- (i) Failure to comply with any qualification regulations of the County.

PART 2 AWARD AND EXECUTION OF CONTRACT

2.1 CONSIDERATION OF PROPOSALS

In accordance with General Municipal Law, after the proposals are opened and read, they will be compared on the basis the current gross summary in a manner hereafter described for which the work will be performed according to the plans and specifications together with the unit price for each of the separate items as called for. The lowest bid shall be determined by the County on the basis of the gross lump sum for which the entire work will be performed, arrived at by a correct computation of all items specified in the proposal therefore at the unit prices stated in the proposal (if any). If a conflict arises within the bid proposal, then the words will be used for the final tabulation.

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgment of the Commissioner the best interests of the County will be promoted thereby.

2.2 CANCELLATION OF AWARD

The County reserves the right to cancel the award of any Contract at any time before the execution of the Contract by all parties without any liability against the County.

2.3 RETURN OF PROPOSAL GUARANTY

All proposal guaranties, except those of the three lowest bidders, will be returned immediately following the opening and checking of the proposals. That of the successful bidder will be returned after a satisfactory bond has been furnished and the Contract has been executed. The remaining two guaranties will be returned within ten (10) calendar days following the award of the Contract.

2.4 BONDS

The successful bidder shall at the time of the execution of the Contract, furnish a performance bond and a payment bond each in an amount equal to the full amount of the Contract. The purpose of such bonds is to assure the faithful performance of this Contract as well as the payment of all persons performing labor and furnishing materials in connection with this Contract. The form of the bonds and the security shall be acceptable to the County.

Negotiable securities, satisfactory to the County, in an amount equal to that specified for the Contract bond, may be deposited with the County in lieu of such Contract bond and shall be subject to all the conditions of such bond and to such agreements as may be required by the County.

2.5 FAILURE TO EXECUTE CONTRACT

Failure of the Contractor to execute the Agreement and file acceptable performance and payment bonds within ten (10) calendar days from the date of the ***Notice of Award*** (see form on Page E-19) after he/she has received the Contract form shall be just cause for the annulment of the award, and for the forfeiture of the proposal guaranty. The proposal guaranty shall become the property of the County, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised and constructed under a new Contract or otherwise as the County may decide.

PART 3 SCOPE OF WORK

3.1 RESPONSIBILITY OF THE CONTRACTOR

The Contractor will be held responsible for the execution of a satisfactory and complete piece of work, in accordance with the true intent of the drawings and specifications. He/She shall provide, without extra charge, all incidental items required as a part of his work including layout and survey, even though not particularly specified or indicated. If he/she has good reason for objecting to the use of any material, appliance, or method of construction as shown or specified, then he/she shall report such objections to the Engineer, and if approved by the Engineer, shall obtain proper adjustment before the Contract is made, and then shall proceed with the work with the understanding that a satisfactory job will be required. The Contractor is solely responsible for site safety and adherence to OSHA regulations.

General Scope of Work:

- Establish bridge closure and provide on-site maintenance and protection of traffic within project limits
- Layout and instrument survey of items in contract
- Install erosion control items
- Clear and grub site tree removals
- Remove existing superstructure and substructures
- Construct new integral abutments
- Construct new steel superstructure, deck and approach slabs
- Perform approach roadway work
- Construct pedestrian walkway and crossings
- Install guide rail and bridge rail
- Restore site

3.2 ONE-CALL NOTIFICATION TRAINING CERTIFICATION

The Contractor certifies that its excavator(s), operator(s), and/or subcontractor(s), if any, have completed the training and education program provided by the One-Call Notification System pursuant to Article 36 of the NYS General Business Law and any other provider authorized by the Public Service Commission to administer such training and education program. The Contractor shall submit certificates of training with its bid.

PART 4 CONTROL OF WORK

4.1 AUTHORITY OF ENGINEER

The Commissioner of Public Works will be represented by the Engineer who will observe the work done under the Contract on a part time basis throughout construction.

The Engineer shall inspect work performed, review materials to be used, and stop and reject work and materials found to be not in accordance with the plans and specifications. His/Her authority shall cover all phases of the work. In the event that questions should arise concerning the interpretation or changes of plans and specifications or to the acceptability of the work, the Contractor shall submit his/her questions, in writing, to the Engineer. These questions shall be forwarded to the Commissioner of Public Works along with the Engineer's recommendations.

The Engineer may place on the job other personnel who shall observe the work as his/her direct representatives. Their authority shall consist of observing the work under the Contract, rejecting any defective material used and temporarily suspending any work improperly performed. They will not have any authority to make changes or alterations in the plans and specifications, nor be permitted to act as foremen for the Contractor.

Any work done or materials used without scheduling suitable observation by the Engineer or his/her authorized representative as noted may be ordered removed and replaced at the Contractor's expense.

4.2 SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE OF WORK

When in the opinion of the Engineer the Contractor has substantially completed the project or a specified area of a project so that the County can occupy or utilize the project for the use it was intended, the Engineer shall recommend to the Commissioner of Public Works to issue a Certificate of Substantial Completion (See form on page E-21).

When in the opinion of the Engineer the Contractor has fully performed the work under the Contract, the Engineer shall recommend to the Commissioner of Public Works the acceptance of the work so completed. If the Commissioner of Public Works accepts the recommendation of the Engineer, then he/she shall notify the Contractor by letter of such acceptance, and copies of such acceptance shall be sent to other interested parties.

4.3 GENERAL GUARANTY:

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the County shall constitute acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of two (2) years from the date of substantial completion. The County will give notice of observed defects with reasonable promptness.

4.4 CONTRACTOR'S PERSONNEL

The Contractor shall place in charge of the work a competent and reliable English-speaking Superintendent, who shall have the authority to act for the Contractor and who shall be acceptable to the Engineer. This Superintendent must be present at all times during the working day to receive directions and orders given by the Engineer or his/her representatives. All workers must have sufficient skill and experience to properly perform the work assigned to them. Any person employed by the Contractor who the Engineer may deem incompetent or unfit to perform the work shall at once be discharged and shall not again be employed on projects for the County at that specific task.

4.5 COOPERATION WITH UTILITIES

It shall be the Contractor's duty to notify all utility companies or other parties affected within a time frame as not to affect the schedule prior to all necessary adjustment of the public or private utility fixtures and other appurtenances within or adjacent to the limits of construction. The Contractor shall notify the Engineer in writing describing the need for, and extent of, utility adjustments and the anticipated schedule.

It is understood and agreed upon that the Contractor has considered in his/her bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained by him due to any interference from the utility appurtenances or the operation of moving them by the utility owners. The Contractor will be responsible for any fees required by the utility owners for temporary locations.

PART 5 CONTROL OF MATERIALS

5.1 CERTIFICATE OF ACCEPTABILITY

All certificates of acceptability of materials required by the specifications shall be supplied by the Contractor at no expense to the County. The Engineer shall have the right to approve of the laboratories or fabricators that will issue the certificates.

The cost of the inspection by the Engineer of any plants not approved by the County shall be borne by the Contractor. This shall include, but not be limited to, plants employed to provide mobile concrete and steel reinforcement.

PART 6 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

6.1 SUBCONTRACTORS, MATERIALMEN AND LABORERS

The Contractor shall furnish the Engineer, before final payment is authorized; an affidavit that all labor and material associated with the work in any way is paid for in full. The Contractor shall indemnify and hold the County and the Engineer harmless from any lien or claim which may be made or filed after such payment by any subcontractor, material man or laborer in connection with work performed hereunder.

6.2 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify and save harmless Cattaraugus County, its officers, employees and the Engineer, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims on amounts arising or recovered under the Workers' Compensation Law, or any other law, ordinance, order, or decree; and so much of the money due the Contractor under and by virtue of his/her Contract as shall be considered necessary by the County for such purpose, may be retained for the use of the County; or, in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he/she is adequately protected by public liability and property damage insurance.

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the County or the Engineer, or any of its representatives, and the Contractor agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of work as provided herein.

6.3 NO WAIVER OF LEGAL RIGHTS

The County shall not be precluded or stopped by a measurement, estimate or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, from recovering from the Contractor or his/her sureties, or both, such damage as it may sustain by reason of his/her failure to comply with the terms of the Contract. Neither the acceptance by the County, or any representative of the County, nor any extension of time, nor any possession taken by the County shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

6.4 INSURANCE

The Contractor shall procure and maintain at its own expense and without expense to the County, until final acceptance by the County, of the work covered by the contract, insurance for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do such business in the County covering all operations under the contract whether performed by it or its subcontractors. Within ten (10) days of the Notice to Award and prior to the commencement of any work the Contractor shall furnish to the Cattaraugus County Human Resources a certificate or certificates of insurance in form satisfactory to the Cattaraugus County Personnel Officer showing that it has complied with this Section, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Cattaraugus County Human Services Department. Failure to supply a satisfactory certificate with ten (10) days after the Notice of Award may result in the cancellation of award and for the forfeiture of the Contractor's bid security, in the sole discretion of the County. The types of insurance are as follows:

- A. **Workers' Compensation Insurance.** A policy covering the obligations of the Contractor in accordance with the provisions of the Workers' Compensation Law, covering all operations under the contract, whether performed by it or its subcontractor and also under the Disability Benefits Law. The contract, shall be void and of no effect unless the person or corporation making or executing same shall secure compensation and disability benefits coverage for the benefit of, and keep insured during the life of the contract, such employees in compliance with the provisions of the Workers' Compensation Law.
- B. **Liability and Property Damage Insurance.** Policies following the 1986 Insurance Services Office formats shall be provided. Unless otherwise specifically required by special provision, each policy shall not be amended or contain deductible clauses or coverage exclusions of any nature and shall have limits not less than shown on the sample Certificate of Liability Insurance (Column A – Construction & Maintenance) on page E-14.

For all damages arising during the policy period, shall be furnished in the types (a1.) through (e.) as described below. An umbrella type policy, dedicated to this contract, may be used to meet these limits.

- a1. Contractor's Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under the agreement;
- a2. Contractor's Liability Insurance issued to and covering the liability for damages imposed by law upon EACH SUBCONTRACTOR with respect to all work performed by said subcontractor under the agreement;
- b. Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work under the agreement performed for the Contractor by subcontractors;
- c. Completed Operations' Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor and each subcontractor arising between the date of final cessation of the work and the date of final acceptance thereof, out of that part of the work performed by each;

- d. Protective Liability Insurance issued to and covering the liability for damages imposed by law upon Cattaraugus County and the Commissioner of Public Works and all employees of the County both officially and personally, any municipality in which the work is being performed, and/or any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees,, with respect to all operations under the agreement by the Contractor or its subcontractors, including omissions and supervisory acts of the State, municipality, public benefit corporation or consultant. Specifically, this includes, but is not necessarily limited to the parties listed below.

Failure to list a firm, organization or municipality, etc. does not eliminate the requirement to provide such coverage.

If the Contractor elects to use the same policy for more than one project, then it must provide with the insurance certificate the Aggregate Limits of Insurance (per project) Endorsement indicating the specific project site and contract number;

- e. Commercial General Liability (Premises, Existence, Hazard) Liability Insurance (formerly called Owner's, Landlord's and Tenant's Liability Insurance) issued to and covering the liability for damages imposed by law upon Cattaraugus County and the Commissioner of Public Works and all employees of the County both officially and personally, any municipality in which the work is being performed, and/or any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees, with respect to temporarily opening any portion of the County construction project under this agreement, until the construction or reconstruction pursuant to the agreement has been accepted by the County. Specifically, this includes, but is not necessarily limited to the parties listed on page E-13.

Failure to list a firm, organization or municipality, etc. does not eliminate the requirement to provide such coverage. This coverage will not be required for contracts involving only turf establishment, landscaping, or traffic signals, which do not involve work on the roadway.

- C. Automobile Liability and Property Damage Insurance. A policy covering the use in connection with the work covered by the Contract Documents of all owned, non-owned and hired vehicles bearing, or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear license plates.”

List of Additional Insured Parties

County of Cattaraugus, 303 Court Street, Little Valley, NY 14755

6.5 LITIGATION

In the event any litigation shall arise from this contract, the laws of the State of New York shall control any litigation, regardless of which party shall institute such action.

COUNTY OF CATTARAUGUS STANDARD INSURANCE REQUIREMENTS

The insurance companies providing these coverages acknowledge that the Named Insured is entering into a contract with the County of Cattaraugus in which the Named Insured agrees to defend, hold harmless, and indemnify the County, its officials, employees, and agents against all claims resulting from work performed, material handled, and services rendered. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternate coverage and limits should be evidenced on the certificate in lieu of the standards printed below.

Minimum Coverage Limits are as Follows:

	A Construction & Maintenance	Aa Low Risk Construction & Maintenance	C Professional	D Property Leased to Others or Use of Facilities	F Livery	G All Purpose Public Entity, Concessionaire	Ga Low Risk All Purpose Public Entity
** COMMERCIAL GENERAL LIABILITY	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.
Prem. - Ops.	Include	Include	Include	Include	Include	Include	Include
Prods. - Compl. Ops.	Include	Include	Include	Include	Include	Include	Include
Indep. Contractor	Include	Include	Include	Include	Include	Include	Include
Contractual	Include	Include	Include	Include	Include	Include	Include
BF Property Damage	Include	Include	Include	Include	Include	Include	Include
X,C,U	Include	Include	Include	Include	Include	Include	Include
Personal Injury	Include	Include	Include	Include	Include	Include	Include
Liquor Law	Include	Include	Include	Include	Include	Include	Include
Host Liquor	Include	Include	Include	Include	Include	Include	Include
** AUTO LIABILITY	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	Include	Include	Include	Include	Include	Include	Include
Hired	Include	Include	Include	Include	Include	Include	Include
Non-Owned	Include	Include	Include	Include	Include	Include	Include
** EXCESS LIABILITY	\$3,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$3,000,000	\$1,000,000	
WORKERS' COMP. DISABILITY EMPLOYER'S LIABILITY	Per attached information sheet Unlimited	Per attached information sheet Unlimited	Per attached information sheet Unlimited	Per attached information sheet Unlimited	Per attached information sheet Unlimited	Per attached information sheet Unlimited	Per attached information sheet Unlimited
*** PROFESSIONAL LIAB.			\$3,000,000 Agg. \$1,000,000 Occ.				

* The Comprehensive/Commercial General Liability limits can be met by one or more policies, or in combination with an Excess and/or Umbrella Liability policy. The COI must indicate if the coverage trigger in an 'Occurrence' form or a 'Claims-made' form.

All 'Claims-made' policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.

** Cattaraugus County MUST be named as Additional Insured for all acts of Named Insured pursuant to this contract.

*** Professional Liability policies are not required to have the County as Additional Insured

Each policy, as allowed by law, shall be endorsed stating that the contractor's insurers agree to waive any rights of subrogation against the County of Cattaraugus because of payments for any injury or damages arising out of work performed under this contract.

PART 7 PROSECUTION AND PROGRESS

7.1 NOTICE TO PROCEED

The "Notice to Proceed" (see form on page E-20) will stipulate the date on which it is expected the Contractor will begin the work. Commencement of work by the Contractor shall be deemed and taken as a waiver of this notice on his part. In no case, however, shall the Contractor begin work prior to the date of the signing of the Contract.

7.2 PROSECUTION OF WORK

The Contractor shall start construction operations on the part of the project approved by the Engineer, or set forth in the approved Progress Schedule. The work shall be conducted in such manner and with sufficient materials, equipment, and labor as are considered necessary to insure its completion in accordance with the plans and specifications as interpreted by the Engineer, by the date set forth in the Agreement. Should the prosecution of the work for any reason be discontinued, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

7.3 TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work wholly or in part by written order for such period as he/she may deem necessary due to unsuitable weather, to conditions considered unfavorable for the suitable prosecution of the work, or to carry out orders given or to perform any provisions of the Contract.

7.4 DATE OF COMPLETION OF CONTRACT WORK

The Contractor shall perform fully, entirely, and in a satisfactory and acceptable manner the work contracted, by the date stipulated in the Agreement.

In adjusting the Agreement date for the completion of the project, all strikes, lock-outs, unusual delays in transportation, or any condition over which the Contractor has no control, and also any suspensions ordered by the Engineer for causes not the fault of the Contractor, shall be excluded from the computation of the contract time for completion of the work. No allowance will be made for delays or suspensions of the prosecution of the work due to the fault of the Contractor.

7.5 TERMINATION OF CONTRACT

If the Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors or a receiver is appointed for the Contractor or any insolvency arrangement proceedings are instituted by or against him, or if the Contractor fails after seven (7) days notice to supply enough properly skilled workers or proper materials or fails to prosecute the work with such diligence as will insure its completion by the Agreement date or shall in any other respect commit a breach of his/her Agreement and fail to remedy the same within seven (7) days after notice thereof, then the County may, by twenty-four (24) hours written notice, terminate the Contractor's right to proceed with the balance of the work or with any portion thereof and may take possession of the work and complete it by Contract or otherwise. The County may utilize such materials, plant and equipment as may be on the site of the work.

7.6 FAILURE TO COMPLETE WORK ON TIME

When the work embraced in the Contract is not completed on or before the date specified therein, engineering and inspection expenses incurred by the County upon the work from the completion date originally fixed in the Agreement to the final date of completion of the work may be charged to the Contractor and be deducted by the County from any payment due the Contractor. Consideration of any extra work or supplemental Contract work added to the original Contract as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the County before assessing engineering and inspection charges against the Contractor. The Contractor will be responsible for any delays resulting from causes within the Contractor's control, including inefficient operations, and the Commissioner of Public Works shall be the sole judge of whether such charges shall be assessed against the Contractor.

7.7 ASSIGNMENT

Assignment of the contract shall be in accordance with Section 109 of the General Municipal Law as follows:

§109. Assignment of public contracts

1. A clause shall be inserted in all specifications or contracts hereafter made or awarded by any officer, board or agency of a political subdivision, or of any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his/her right, title, or interest therein, or his/her power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
2. If any contractor, to whom any contract is let, granted or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his/her right, title, or interest therein, or his/her power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his/her assignees, transferees or sublessees shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his/her employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such contractor for the benefit of his/her creditors made pursuant to the laws of this state.

PART 8 MEASUREMENT, PAYMENT, AND RECORD KEEPING

8.1 PAYMENTS ON CONTRACT

Payments to the Contractor for work satisfactorily completed will be made monthly in the amount of 95% of the work completed. No monthly payment will be rendered for less than 10% of the Contract amount or \$1,000, whichever is less. The payments will be based on the completed percentage of each unit bid as shown in the Itemized schedule.

The attention of persons intending to make proposals is specifically called to the provisions of Section 70 and 71 of the Lien Law in relation to funds being received by a Contractor for a public improvement. These provisions declare that the funds received by the Contractor shall constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

No certificate approving or authorizing the first partial payment, or in the event taxes shall be found due in accordance with this Section after the first payment to the Contractor, then no certificates approving or authorizing any final payment shall be made to a foreign Contractor unless such Contractor furnishes satisfactory proof that all taxes due by such Contractor under the provisions of Articles 9, 9A, 16, and 16A of the Tax Law have been paid. The certificate of the State Tax Commission to the effect that all such taxes have been paid shall be conclusive proof of the payment of such taxes.

The term "Foreign Contractor" as used in the preceding paragraph means in the case of an individual, a person who is a legal resident of another state or foreign country; and in the case of a firm or co-partnership, one having one or more partners who is a legal resident of another State or foreign country and in the case of a corporation, one having its principal place of business in another State or foreign country.

8.2 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Engineer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

The Engineer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, then an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed above for giving written notice may be extended by the Engineer.

8.3 RECORD KEEPING

In conformance with Cattaraugus County Local Law 12-2012 and 5-2015, the contractor and all its subcontractors will submit the following payroll related information to the County on a biweekly basis. Such information shall include, at a minimum, name of employee, title of employee, time reported for work and time left work for each day.

This information is separate from the certified payrolls required for projects governed by Article 8 of the Labor Law.

NOTICE OF AWARD

TO: _____

PROJECT Description:

Replacement of Hinsdale Bridge 62, County Road 26 (Gile Hollow Road) over Olean Creek, BIN 3321770

The County has considered the Bid submitted by you for the above-described work in response to its Advertisement for Bid No. 73 opened on _____.

You are hereby notified that your Bid has been accepted in the amount of \$ _____.

You are required by the General Provisions to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute such Agreement and to furnish the Bonds within the ten (10) days from the date of this Notice, then the County will be entitled to consider all your rights arising out of Cattaraugus County's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. Cattaraugus County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to Cattaraugus County.

Dated this ____ day of _____ in the year 2019.

OWNER: Cattaraugus County

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

Dated this _____ day of _____ in the year _____.

By: _____

Title: _____

NOTICE TO PROCEED

DATE:

**PROJECT: Replacement of Hinsdale Bridge 62, County Road 26 (Gile Hollow Road)
over Olean Creek, BIN 3321770, Cattaraugus County**

TO: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 2019 on _____. All work shall be completed on or before **October 16, 2020** and final payment shall be submitted within 45 calendar days of completion of work.

You are required to return an acknowledged copy of this Notice of Proceed to Cattaraugus County

CATTARAUGUS COUNTY

Owner

By: _____

Title: _____

ACCEPTANCE OF THIS NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

Dated this _____ day of _____ in the year _____.

By: _____

Title: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE:

**PROJECT: Replacement of Hinsdale Bridge 62, County Road 26 (Gile Hollow Road)
over Olean Creek, BIN 3321770, Cattaraugus County**

TO: _____

The performed under this contract has been inspected by authorized representatives of the County, Contractor and Engineer and the Project was found to be substantially completed in accordance with the contract documents.

DEFINITION OF SUBSTANTIAL COMPLETION

The date of substantial completion of a project or a specified area of a project is the date when the construction is sufficiently completed, in accordance with the contract documents, as modified by any change orders agreed to by the parties, so that the County can occupy or utilize the project or specified area of the project for the use it was intended.

A tentative list of items to be completed or corrected is attached hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the work in accordance with the contract documents

Engineer

By _____
Authorized Representative

Date _____

The Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list with the time indicated.

Contractor

By _____
Authorized Representative

Date _____

The County Accepts the project or specified area of the project as substantially complete and will assume full possession of the project or specified are of the project at _____(time), on _____(date).

Cattaraugus County

By _____
Authorized Representative

Date _____

SECTION F
ENVIRONMENTAL PERMITS

SECTION F

ENVIRONMENTAL PERMITS

Cattaraugus County has applied for the NYSDEC permit and the USACOE permit for this project.

The County is anticipating that the NYSDEC permit will be granted under the County's General Permit (DEC Permit Number 9-0400-00001/00001) and the USACOE Nation Wide Permit #3 – Maintenance (NPW #3).

Both the County's DEC General Permit and NWP #3 are attached.

Stream Restrictions: It is anticipated that no in-stream work will be permitted beginning October 16th and ending May 14th due to fish and mussel requirements.

**ACTIVITIES AUTHORIZED BY 2017 NATIONWIDE PERMIT
WITHIN THE STATE OF NEW YORK
Expiration March 18, 2022**

B. Nationwide Permits

3. Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

(c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and section 404 of the Clean Water Act (Sections 10 and 404))

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act section 404(f) exemption for maintenance.

Permit-specific Regional Conditions (Buffalo and New York Districts):

a. The Nationwide General Permit Condition No. 32 – Pre-Construction Notification (PCN) for activities proposed under NWP 3.b. involving the removal of accumulated sediments and debris in the vicinity of existing structures to restore the waterway to previously existing depths, must include evidence of such depths. Such evidence may include but is not limited to: construction drawings of the original structure; or project drawings of past excavation activities in the vicinity. If this information is not available, the PCN must include evidence of the existing depths immediately outside the proposed work area.

b. Every effort should be made to prevent additional encroachment into the beds of New York waterbodies. All repair or rehabilitation activities should focus on using the area immediately landward of the existing structure. Bulkhead replacement shall be completed in-place or landward of the existing structure where practicable. When that is not practicable, a PCN shall be required for any encroachment proposed within tidal waters of the U.S. or any extensions, excluding the placement of toe stone protection recommended/required by state/federal resource agencies (i.e. NYSDEC, NYSDOS, USFWS & USEPA), which exceed 18 inches waterward of the existing bulkhead within non-tidal waters. The PCN must include justification for a waterward extension of the bulkhead (e.g geologic conditions, engineering requirements, etc).

REMINDER TO APPLICANT: For projects involving culvert maintenance or replacement, please take particular note of the requirements of General Regional Conditions G-B.1 and B.2. below. For projects involving aerial transmission lines, note clearance requirements as outlined in 33 CFR 322.5(i) (See NWP #12).

Section 401 Water Quality Certification:

The New York State Department of Environmental Conservation (NYSDEC) has granted blanket Section 401 Water Quality Certification in New York State provided that the project complies with **all** the General Conditions listed below in Section H. Any party conducting the activities authorized by this NWP that cannot comply with **all** these conditions must apply for and obtain an individual Section 401 Water Quality Certification from the NYSDEC.

New York State Department of State Coastal Zone Management Consistency Determination:

Pursuant to 15 CFR Part 930.41 and 930.43, the New York State Department of State (NYSDOS) concurs with the USACE consistency determination for this NWP with which all general and all Buffalo and New York District regional conditions are complied and with the additional condition(s), as follows:

The NYSDOS concurs with the USACE' consistency determination for NWP 3 outside of tidal wetlands and within the NYS Coastal Area where the activities to be authorized would: involve the repair/replacement in-place or landward, with no waterward expansion or increase in footprint; or for those proposed within the artificial canals identified by NYSDOS at:

https://appext20.dos.ny.gov/coastal_map_public/map.aspx.

C. Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following General Conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) 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.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP #4 and #48, or is a shellfish seeding or habitat restoration activity authorized by NWP #27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP General Conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see General Condition #32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal

agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA Section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA Section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under Section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA Section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA Section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this General Condition. The district engineer will coordinate with the agency that issued the ESA Section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA Section 7 consultation conducted for the ESA Section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA Section 7 consultation for the ESA Section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA Section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA Section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA Section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under Section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with Section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of Section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the

Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA Section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. If NHPA Section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that Section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs #7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs #3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with General Condition #32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its Section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal

waters is constructed under NWP #14, with associated bank stabilization authorized by NWP #13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

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

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

- (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(1)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a “USACE project”), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of General Condition #32. An activity that requires Section 408 permission is not authorized by NWP until the appropriate Corps office issues the Section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested

information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to General Condition #18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to General Condition #20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs #21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other

waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the “study river” (see General Condition #16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for Section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this General Condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity’s compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity’s adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWPs #21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP #54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP #37, these agencies will have 10 calendar days from the date the material is transmitted to

notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWP, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP #37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP #37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs #13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (i.e., NWPs #21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2-acre.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (e.g.,

streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with General Conditions #18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs #21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

E. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or proposed Federal project (see General Condition #31).

F. Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term “discharge” means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP #27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP #27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP #27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water’s surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the acres or linear feet of stream bed that are filled or excavated as a result of the regulated activity. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under Section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

Navigable waters: Waters subject to Section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of “open waters” include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Protected tribal resources: Those natural resources and properties of traditional or customary religious or cultural importance, either on or off Indian lands, retained by, or reserved by or for, Indian tribes through treaties, statutes, judicial decisions, or executive orders, including tribal trust resources.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See General Condition #23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

Tribal lands: Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWP's, a waterbody is a jurisdictional water of the United States. If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of "waterbodies" include streams, rivers, lakes, ponds, and wetlands.

G. Buffalo and New York District General Regional Conditions **These conditions apply to ALL Nationwide Permits.**

G-A. Construction Best Management Practices (BMP's): Unless specifically approved otherwise through issuance of a variance by the District Engineer, the following BMP's must be implemented to the maximum degree practicable, to minimize erosion, migration of sediments, and adverse environmental impacts. Note that at a minimum, all erosion and sediment control and stormwater management practices must be designed, installed and maintained throughout the entire construction project in accordance with the latest version of the "*New York Standards and Specifications for Erosion and Sediment Control*" and the "*New York State Stormwater Management Design Manual*". These documents are available at: <http://www.dec.ny.gov/chemical/29066.html> and <http://www.dec.ny.gov/chemical/29072.html>, respectively. Prior to the discharge of any dredged or fill material into waters of the United States, including wetlands, authorized by NWP, the permittee must install and maintain erosion and sedimentation controls in and/or adjacent to wetlands or other waters of the United States.

1. All synthetic erosion control features (e.g., silt fencing, netting, mats), which are intended for temporary use during construction, shall be completely removed and properly disposed of after their initial purpose has been served. Only natural fiber materials, which will degrade over time, may be abandoned in place.

2. Materials resulting from trench excavation for utility line installation or ditch reshaping activities which are temporarily sidecast or stockpiled into waters of the United States must be backfilled or removed to an upland area within 30 days of the date of deposition. Note: upland options shall be utilized prior to temporary placement within waters of the United States, unless it can be demonstrated that it would not be practicable or if the impacts of complying with this upland option requirement would result in more adverse impacts to the aquatic environment.
3. For trenching activities in wetlands the applicant shall install impermeable trench dams or trench breakers at the wetland boundaries and every 100 feet within wetland areas to prevent inadvertent drainage of wetlands or other waters of the United States.
4. Dry stream crossing methods (e.g., diversion, dam and pump, flume, bore) shall be utilized for culvert or other pipe, or utility installations to reduce downstream impacts from turbidity and sedimentation. This may require piping or pumping the stream flow around the work area and the use of cofferdams.
5. No in-stream work shall occur during periods of high flow, except for work that occurs in dewatered areas behind temporary diversions, cofferdams or causeways.
6. Construction access and staging areas shall be by means that avoid or minimize impacts to aquatic sites (e.g. use of upland areas for access & staging, floating barges, mats, etc.). Discharges of fill material associated with the construction of temporary access roads, staging areas and work pads in wetlands shall be placed on filter fabric. All temporary fills shall be removed upon completion of the work and the disturbed area restored to pre-construction contours, elevations and wetland conditions, including cover type. All vegetation utilized in the restoration activity shall consist of native species.
7. All return flow from dredged material disposal areas shall not result in an increase in turbidity in the receiving water body that will cause a substantial visible contrast to natural conditions. (See NWP #16)
8. For activities involving the placement of concrete into waters of the United States, the permittee must employ watertight forms. The forms shall be dewatered prior to the placement of the concrete. The use of tremie concrete is allowed, provided that it complies with New York State water quality standards.
9. New stormwater management facilities shall be located outside of waters of the United States. A variance of this requirement may be requested with the submission of a PCN. The PCN must include justification which demonstrates that avoidance and minimization efforts have been met.
10. To the maximum extent practicable, the placement of fill in wetlands must be designed to maintain pre-construction surface water flows/conditions between remaining on or off-site waters and to prevent draining of the wetland or permanent hydrologic alteration. This may require the use of culverts and/or other measures. Furthermore, the activity must not restrict or impede the passage of normal or expected high flows (unless the primary purpose of the fill is to impound waters). The activity may alter the pre-construction flows/conditions if it can be shown that it benefits the aquatic environment (i.e. wetland restoration and/or enhancement).

G-B. CULVERTS

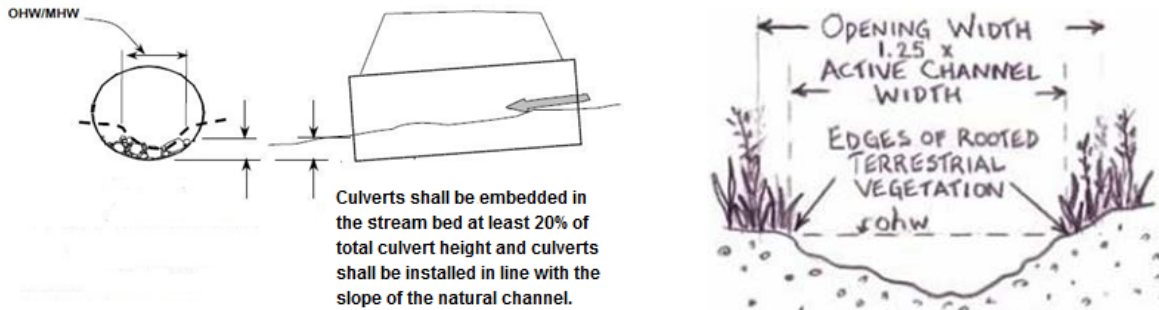
1. **ALL NEW OR REPLACEMENT CULVERTS** in streams shall be constructed/installed in accordance with the following, in order to ensure compliance with NWP General Condition #2 – Aquatic Life Movement and #9 Management of Water Flows:

- a. Size: Bank-full flows shall be accommodated through maintenance of the existing bank-full channel cross sectional dimensions within one culvert. Bank-full width is generally considered to be the top width at the stage where a stream begins to overtop its banks and spread into the floodplain. Either a bottomless culvert or bridge must be used where practicable. If the stream cannot be spanned, the culvert width shall be minimum of 1.25 times width of the stream channel at the ordinary high water, or a 2 year design storm.

- b. Depth: To maintain low flow and aquatic life movement within culverts with a bottom, the culvert invert must be embedded. Specifically, the culvert must be installed with its bottom buried below the grade of the stream bed, as measured at the average low point, to a depth of a minimum of 20 percent of the culvert vertical rise (height) throughout the length of the culvert. (Note: When not practicable to do so due to small culvert size, it is acceptable to allow natural deposition to cover the interior of the culvert bed following placement of the culvert invert to the 20% depth.)
- c. The dimension, pattern, and profile of the stream above and below the stream crossing shall not be permanently modified by changing the width or depth of the stream channel.
- d. The culvert bed slope shall remain consistent with the slope of the adjacent stream channel.
- e. Stone aprons and scour protection placed in streams shall not extend higher than the stream bed in order to create a uniform grade and shall be filled with native stream bed material and supplemented with similarly sized material, if needed, to fill interstitial spaces to maintain water flow on the surface of the stream bed.

Note 1: Use of the requirements alone will not satisfy the need for proper engineering and design. In particular, appropriate engineering is required to ensure structures are sized and designed to provide adequate capacity (to pass various flood flows) and stability (bed, bed forms, footings and abutments, both upstream and downstream). It is the permittee's responsibility to ensure the structure is appropriately designed.

The diameter of the culvert shall accommodate bankfull flows by sizing the culvert 1.25 times the stream width at ordinary high water/mean high water (OHW/MHW) mark, or a 2-year design storm.



Note 2: This condition does not apply to temporary culverts used for construction access that are in place for less than one construction season. However, compliance with General Conditions #2 and #9 still applies.

Preconstruction Notification (PCN) Requirements:

A PCN is required for projects that do not meet all of the above requirements. In addition to the PCN requirements of General Condition #32, the PCN must include the following information:

- i. A statement indicating which of the above requirements will not be met by the proposed project;
- ii. Information as to why the use of such structures or measures would not be practicable;
- iii. A brief description of the stream discussing:
 - Site specific information (i.e. stream bed slope, type and size of stream bed material, stream type, existing natural or manmade barriers, etc.) assessed to determine appropriate culvert design and to ensure management of water flows and aquatic life movement.
 - Evaluation of the replacement for its impacts on: downstream flooding, upstream and downstream habitat (in-stream habitat, wetlands), potential for erosion and headcutting, and stream stability.

- Flow/storm event the proposed culvert is designed to pass (2 year, 50 year, etc.)
- iv. Cross sections of the stream used to calculate the stream bed low point and ordinary high water width, consisting of:
- Stream channel cross sections shall be taken at proximal locations to the crossing location to determine the average of the lowest points in elevation of the stream bed and the average width at ordinary high water.
 - For new crossing locations, the average values from at least three measurements (project location and straight sections of the stream upstream and downstream) shall be used.
 - For replacement of an existing structure, the average values from at least two cross sections (straight sections of the stream upstream and downstream from the existing structure representative of the natural channel) shall be used.
 - This average low point shall be used to ensure low flow is maintained through the culvert and from which all embedment depths are measured.
 - If the above cross section method was not practicable to use, an alternative method may be utilized. The PCN shall include justification for the method used including the data used and an explanation as to how it provides an equivalent measure.
- v. An evaluation of the effects the crossing would have on aquatic life movement and/or water flows; and
- vi. Mitigation measures that will be employed to minimize these effects. Mitigation measures may include, but are not limited to baffles, weirs, roughened channels, and grade control structures

A variance of the requirement(s) will be issued by the Corps if it can be demonstrated that the proposal would meet General Conditions #2 and #9 and would result in the least environmentally damaging practicable alternative (e.g. compliance with any of the requirement(s) would result in detrimental impacts to the aquatic system).

2. ALL CULVERT REHABILITATION PROJECTS in streams, not including culvert replacement projects, shall be constructed in accordance with the following, in order to ensure compliance with NWP General Condition #2 – Aquatic Life Movement and #9 Management of Water Flows:

- a. An evaluation of the existing culvert shall be conducted prior to the proposed culvert rehabilitation to determine if the existing culvert is in compliance with NWP General Conditions #2 and #9. Specifically, the culvert shall be evaluated regarding its effect upon aquatic life movements and low/ high water flow. If the above requirements in General Regional Condition B. 1 (a)-(e) are met then the culvert is considered in compliance with NWP General Conditions #2 and #9. (Potential evaluation methods to consider include: North Atlantic Aquatic Connectivity Collaborative (NAACC), US Forest Service Aquatic Organism Passage Fish Xing, etc.)
- b. A PCN is not required for projects that utilize cured-in-place pipe lining or other repair activities that do not raise the existing invert elevation such that it causes an impediment to the passage of either aquatic life movement or water flow unless there is an existing impediment.
- c. A PCN is required for any culvert rehabilitation project that includes a culvert which is not in compliance with General Conditions #2 and/or #9 (i.e. impedes aquatic life movement or water flow) and which will not be corrected by the proposed repair.
- d. A PCN is required for culvert rehabilitation projects which will involve pipe slip lining or other activities, including concrete invert paving and concrete lining that raise the existing invert elevation such that it causes an impediment to the passage of low flow or aquatic life movement. Slip lining is defined as the insertion of a smaller diameter pipe into an existing pipe by pulling pushing, or spiral winding.

Preconstruction Notification (PCN) Requirements:

In addition to the PCN requirements of General Condition #32, the PCN must include the following information:

- i. A summary of the evaluation required in Item a. above including a discussion of the impediment(s) to aquatic life movement and/or water flow.
- ii. Information as to how the proposal will mitigate for the impediment. Mitigation measures may include, but are not limited to baffles, weirs, roughened channels, and grade control structures.

G-C. No regulated activity authorized by a Nationwide Permit can cause the loss of areas classified as a bog or fen in the State of New York, as determined by the Buffalo or the New York District Corps of Engineers, due to the scarcity of this habitat in New York State and the difficulty with in-kind mitigation. The Districts will utilize the following document in the classification:

Reschke, C. 1990. *Ecological Communities of New York State*. New York Natural Heritage Program. New York State Department of Environmental Conservation. Latham, N.Y. 96p. This document is available at the following location: <http://www.dec.ny.gov/animals/29389.html>

G-D. National Wild and Scenic Rivers (NWSR): The Upper Delaware River has been designated as a National Wild and Scenic River from the confluence of the East and West Branches below Hancock, New York, to the existing railroad bridge immediately downstream of Cherry Island in the vicinity of Sparrow Bush, New York. Also, the portion of the Genesee River located within Letchworth Gorge State Park, beginning at the southern boundary of the park and extending downstream to the Mt. Morris Dam, was designated by Congress as a permanent Study River in the Genesee River Protection Act of 1989. In accordance with General Condition #16, no activity may occur within a NWSR, including Study Rivers, unless the National Park Service (NPS) has determined in writing that the proposed work will not adversely affect the NWSR designation or study status. Therefore, a PCN is required for any NWP which would impact the designated portions of the Genesee River or the Upper Delaware River, unless NPS has previously indicated the project will not adversely affect the waterway. (Note: the applicant may not commence work under any NWP until the NPS determines in writing that the project will not adversely affect the NWSR even if 45-days have passed since receipt of the PCN package.) Information regarding NWSR may be found at: <https://www.rivers.gov/new-york.php>

G-E. For all proposals requiring a pre-construction notification (PCN), in addition to the requirements in General Condition #32, the applicant shall also include: (Note: the application will not be considered complete until all of the applicable information is received).

- 1. New York State/USACE Joint Application Form:** The application form shall be completed and signed and shall clearly indicate that the submission is a PCN.
(<http://www.lrb.usace.army.mil/Missions/Regulatory/Application-Forms/>)
- 2. Drawings:** The PCN must include legible, black and white project drawings on 8.5" x 11" paper. Full size drawings may be submitted in addition to the 8.5" x 11" plans to aid in the application review. Three types of illustrations are needed to properly depict the work to be undertaken. These illustrations or drawings are a Vicinity Map (i.e. a location map such as a USGS topographical map), a Plan View and a Cross-Section Map. Each illustration should identify the project, the applicant, and the type of illustration (vicinity map, plan view or cross section). The Vicinity Map shall provide the location of the entire project site. In addition, each illustration should be identified with a figure or attachment number. The location map shall include the Latitude and Longitude or UTM coordinates of the project. For linear projects, the PCN shall include a map of the entire project including a delineation of all waters of the United States within the corridor. Aquatic resource information shall be submitted using the Cowardin Classification System mapping conventions (e.g. PFO, PEM, etc.)
- 3. Color photographs:** The photos should be sufficient to accurately portray the project site, keyed to a location map and not taken when snow cover is present.

4. Avoidance and Minimization: The PCN must include a written narrative explaining how avoidance and minimization of temporary impacts and permanent losses of waters of the United States were achieved on the project site (i.e. site redesign, reduction in scope, alternate methods, etc.). It should include a description of the proposed construction practices that would be implemented to perform the proposed work and a description of the reasonably foreseeable direct and indirect effects to waters of the United States from the proposed construction practices.

5. Mitigation (See General Conditions #23 and #32(b)(6)): The PCN must include at least a conceptual compensatory mitigation plan for all projects resulting in the loss of greater than 1/10th of an acre of waters of the United States; or for which a waiver of the 300 linear foot limit on intermittent and ephemeral streams is being requested. Mitigation conceptual plans submitted with the PCN must include the following information at a minimum: proposed compensation type (bank or in-lieu fee credit, restoration, creation, preservation, etc.), location and brief discussion on factors considered for site selection (i.e., soils, water source, potential for invasive species, etc.), amount proposed per resource type and a discussion of how the proposal will compensate for aquatic resource functions and services lost as a result of the project.

Note 1: All mitigation projects must comply with the Federal Regulations on compensatory mitigation (33 CFR 332) entitled “Compensatory Mitigation for Losses of Aquatic Resources: Final Rule”, dated April 10, 2008, which is available at:

<http://www.lrb.usace.army.mil/Portals/45/docs/regulatory/MitandMon/FinalMitigaitonRuleApril2008.pdf> and any applicable District Guidelines.

Note 2: Although a conceptual mitigation plan may be sufficient for the purposes of a PCN submission, a detailed mitigation plan must be approved by the Corps before any jurisdictional work may occur on the project site.

Note 3: If more than 0.10 acres of designated EFH habitat (as discussed in Section G-E.8. below) would be impacted such that habitat would be lost, compensatory mitigation at a minimum ratio of 1:1 is required. A ratio of more than 1:1 may be required depending upon the ecological value of the habitat to be lost or degraded and the form of compensatory mitigation proposed to be provided.

6. Nationwide Rivers Inventory: The PCN shall indicate if a river segment listed within the National Park Service Nationwide Rivers Inventory (NRI) is located within the proposed project area. For project areas containing a listed NRI segment, the PCN shall also include a statement as to how adverse effects to the river have been avoided or mitigated. The list is available at:
<http://www.nps.gov/ncrc/programs/rtca/nri/states/ny.html>.

7. Historic or Cultural Resources: In accordance with General Condition #20, a PCN is required for any non-federal activity which may have the potential to cause effects to any historic properties* listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places (NR). Please refer to General Condition #20 for submission requirements. In addition, all PCNs must include:

- A written statement indicating if any such properties may be affected by the proposed project.
- A copy of any completed archaeology or building/structure survey reports. If a survey has not been performed, the statement shall include a list of resources checked in the determination.
- Copies of any available correspondence from the New York State Office of Parks, Recreation, and Historic Preservation State Historic Preservation Officer (SHPO) regarding historic properties.
- Copies of any available correspondence from federally recognized Indian Nations regarding historic properties that may be affected by the project.

- Projects with ground disturbance may have the potential to cause effects to buried historic properties, regardless of occurring outside SHPO designated archaeological sensitive areas. Therefore, the PCN shall indicate if the ground disturbance will occur in any areas of previously undisturbed soil. For areas with prior disturbance, the PCN shall include a brief narrative describing the disturbance and its limit (i.e. type of disturbance, size of area with current undisturbed soil, size of area with existing disturbed soils, when the disturbance occurred, an estimate on how deep the soil disturbance extends, etc.) as well as photos of the existing ground disturbance.
- Above ground buildings/structures that are over 50 years old and potentially affected by the project will need to be assessed to determine if they are eligible for the NR. The PCN shall: identify any structures present in the project area, which have not already been subject to SHPO review, include photos of the structures, and describe how the project would/would not affect them.

* - see NWP definition section for further clarification

NOTE 1: Information regarding historic properties may be found at: <https://cris.parks.ny.gov>. In addition, assistance regarding the determination of the presence of historic or cultural resources at or near the project site should be directed to SHPO.

NOTE 2: as stated in General Condition #20, if any listed, eligible or potentially eligible properties are present, the applicant shall not begin the activity until notified by the district engineer in writing either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

8. Endangered Species and Essential Fish Habitat: In accordance with General Condition #18, non-federal applicants must submit a PCN if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat. Please refer to General Condition #18 for submission requirements. In addition, all PCNs must include:

- a written statement and documentation concerning any Essential Fish Habitat (EFH) and any federally listed or proposed Threatened, Endangered, or Candidate (TE&C) species or designated and/or proposed critical habitat that might be affected or located in the vicinity of the project.
- a copy of any correspondence from the U.S. Fish and Wildlife Service (USFWS) and/or National Oceanic and Atmospheric Administration Fisheries Service (NOAA-Fisheries), regarding the potential presence of TE&C species on the project site. USFWS TE&C website: <http://www.fws.gov/northeast/nyfo/es/section7.htm> . Information on NOAA-Fisheries (NMFS) species (both TE&C and EFH) can be found at: <https://www.greateratlantic.fisheries.noaa.gov/>
- an official TE&C species list printed within 90 days of the PCN submission from the USFWS Website.
- For projects where TE&C species are listed, a discussion of potential TE&C species habitat within the project site (See USFWS T&E website for species habitat information).
- If there is potential habitat for any TE&C species within the project site the following, as applicable, shall be submitted:
 - a. The results of any habitat surveys and presence/absence surveys. Note: all surveys should be coordinated with the USFWS and/or NOAA-Fisheries (NMFS) prior to initiation.

- b. A detailed description of the proposed project, including secondary impacts and approximate proposed project construction schedule of project activities (e.g. land clearing, utilities, stormwater management).
- c. A description of the natural characteristics of the property and surrounding area (e.g. forested areas, freshwater wetlands, open waters, and soils) and a description of surrounding land use (residential, agricultural, or commercial).
- d. A description of the area to be impacted by the proposed project, including the species, typical sizes (d.b.h.) and number or acres of trees to be removed.
- e. The location of the above referenced property and extent of any project related activities or discharges clearly indicated on a copy of a USGS 7.5 minute topographic quadrangle (quad) with the name of the quad(s) and latitude/longitude clearly labeled.
- f. A description of conservation measures to avoid, minimize and/or mitigate impacts to listed species.

NOTE 1: There are no known TE&C species or EFH species under the jurisdiction of the NOAA-Fisheries (NMFS) within the Buffalo District. Therefore, all Buffalo District requests for information regarding the presence of TE&C species should be directed to the USFWS. In addition, no EFH review is necessary within the following New York District counties: Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, Otsego, Schenectady, Schoharie and Warren.

NOTE 2: Please refer to the following website for further guidance and information relating to regulatory permits & TE&C species in New York:
<http://www.lrb.usace.army.mil/Missions/Regulatory/Endangered-Species/Endangered-Species-New-York/>

NOTE 3: General Condition #18 is emphasized, ...”In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed work will have “no effect” on listed species or critical habitat, or until Section 7 consultation has been completed.”

9. 100 Year Floodplain: For permanent fills within waters of the United States within the 100 year floodplain, documentation of compliance with FEMA-approved state or local floodplain management requirements.

10. Submission of Multiple Copies of PCN:

- a) One (1) additional copy of the application drawings shall be provided to USACE for coordination with National Oceanic and Atmospheric Administration (NOAA) for utility lines to be constructed or installed in navigable waters of the United States proposed under NWP #12, (See Note 1 of NWP #12)
- b) One (1) additional copy of the PCN package shall be provided to USACE for coordination with Department of Defense Siting Clearinghouse (See NWPs #12, 39, 51 & 52 Notes) for:
 - i. overhead utility lines proposed under NWP #12 and
 - ii. any activity that involves the construction of a wind energy generating structure, solar tower, or overhead transmission lines proposed under NWPs #39, 51 or 52
- c) Two (2) additional copies of the PCN package shall be provided to USACE when the project is located within the New York City Watershed, for coordination with the New York City Department of Environmental Protection.

- d) Five (5) additional copies of the PCN package shall be submitted to USACE for agency coordination in accordance with General Condition #32(d)(2) for:
- i. All NWP activities that result in the loss of greater than 1/2-acre of waters of the United States,
 - ii. NWPs #21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that will result in the loss of greater than 300 linear feet of intermittent & ephemeral stream bed,
 - iii. NWP #13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites;
 - iv. NWP #54 activities in excess of 500 linear feet or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

G-F. CRITICAL RESOURCE WATERS

In accordance with NWP General Condition #22, certain activities in Critical Resource Waters cannot be authorized under the NWP program or would require a PCN (see General Condition #22 for a list of the NWP activities that are either excluded or require a PCN).

Critical Resource Waters in New York State include the following:

1. **East-of-Hudson portion of the New York City Water Supply:** This area includes portions of Dutchess, Putnam and Westchester Counties as delineated on Enclosure 2.
2. **Hudson River National Estuarine Research Reserves (NERR):** The Hudson River NERR consists of four components: Piermont Marsh, Iona Island, Tivoli Bay, and Stockport Flats.

H. NYSDEC General Water Quality Certification (WQC) Conditions applicable to all NWPs for which WQC has been provided are as follows:

1. Non-contamination of Waters

- All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, resins, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate, inadvertent returns of drilling muds (frac-outs) or any other environmentally deleterious materials associated with the project.

2. Installation and Replacement of Culverts

To be covered under this blanket Water Quality Certification, all of the following criteria must be met:

- Culvert pipes shall be designed to safely pass a 2% annual chance storm event.
- This certification does not authorize the installation of any culverts that are not embedded beneath the existing grade of the stream channel.
- Width of the structure must be a minimum of 1.25 times (1.25x) width of the Mean (Ordinary) High Water Channel.
- The culvert bed slope shall remain consistent with the slope of the adjacent stream channel. For slopes greater than 3%, an open bottom culvert must be used.
- This certification does not authorize work on culverts that provide sole access to “Critical Facilities”: An individual WQC must be obtained for work on these culverts.

- This certification does not authorize culvert rehabilitation projects that involve slip lining, or similar treatments.
- This certification does authorize the rehabilitation of culverts utilizing Cure in Place Pipe Lining (CIPP) or concrete spray lining for culverts which currently meet Nationwide Permit General Condition #2 - Aquatic Life Movements.

3. Discharge and Disturbance Limits of the Blanket WQC

- For Nationwide Permits # 5, 7, 12, 13, 14, 15, 18, 19, 23, 25, 29, 31, 32, 34, 36, 37, 39, 40, 42, 45, 46, 48, 51, utility line replacement projects under Nationwide Permit #3 and non-maintenance activities under Nationwide Permit #43.
- The following discharge limits apply:
 - a) Temporary or permanent discharges of dredged or fill material into wetlands and other waters of the U.S. must not exceed ¼ acre;
 - b) Temporary or permanent impacts (i.e., loss) to stream beds must not exceed 300 linear feet.
 - c) The discharge area limit under paragraph (a) plus the equivalent stream impact area limit under paragraph (b) must not exceed ¼ acre total.
- For Nationwide Permits #3, 4, 6, 20, 22, 27, 30, 33, 41 and maintenance activities under Nationwide Permit #43, this certification authorizes discharges and disturbances up to the limit of the respective Nationwide Permit or Regional Conditions, whichever is most restrictive.
- If a project requiring coverage under two or more Nationwide Permits results in a temporary or permanent discharge or disturbance, the most restrictive threshold applies to the project.

4. Bulkheads

- This certification does not authorize the construction of new bulkheads or vertical walls.
- This certification does not authorize the waterward extension of existing bulkheads.
- New toe-stone protection may not extend more than 36 inches waterward from the existing bulkhead face.

5. Maintenance of Water Levels

- This certification does not authorize any activity that results in a permanent water level alteration in waterbodies, such as draining or impounding, with the exception of activities authorized by Nationwide Permit #27.

6. Dewatering

- Authorized dewatering is limited to immediate work areas that are within coffer dams or otherwise isolated from the larger waterbody or waters of the United States.
- Dewatering must be localized and must not drain extensive areas of a waterbody or reduce the water level such that fish and other aquatic organisms are killed, or their eggs and nests are exposed to desiccation, freezing or depredation in areas outside of the immediate work site.
- Cofferdams or diversions shall not be constructed in a manner that causes or exacerbates erosion of the bed or banks of a waterbody.
- All dewatering structures must be permanently removed and disturbed areas must be graded and stabilized immediately following completion of work. Return flows from the dewatering structure shall be as visibly clear as the receiving waterbody.

7. Endangered or Threatened Species

- This certification does not authorize projects likely to result in the take or taking of any species listed as endangered or threatened species listed in 6 NYCRR Part 182.5 (a), (b) or projects likely to destroy or adversely modify the habitat of such species. Applicants must either verify that the activity is outside of the occupied habitat of such species or, if located within the habitat of such species, obtain a determination from the NYS Department of Conservation Regional Office that the proposed activity will not be likely to result in the take or taking of any species listed as endangered or threatened species listed in 6 NYCRR Part 182. Information on New York State endangered or threatened species may be obtained from the NYS Department of Environmental regional offices, the New York Natural Heritage Program in Albany, New York or on the DEC website at <http://www.dec.ny.gov/animals/29338.html>

If it is determined that the project is likely to result in the take of (or modify the habitat of such species) a New York listed endangered or threatened species, then this blanket water quality certification is not applicable, and the applicant will need an individual water quality certification from the department.

8. Rare Mollusks

- This Certification may not be issued for and does not authorize disturbances or discharges to waters of the state listed as supporting mollusks S-1 or S-2 on the New York State Natural Heritage database. <http://www.dec.ny.gov/animals/29338.html>

9. Prohibition Period for In-water Work

In-water work is prohibited during the following time period:

- in cold water trout fisheries (waterbodies classified under Article 15 of New York State Environmental Conservation Law with a "t" or "ts" designation), beginning October 1 and ending May 31.

To determine if the prohibition period is in effect for a particular water, contact the Regional Natural Resources Supervisor in the appropriate New York State Department of Environmental Conservation regional office. Water Classification values can be determined on the DEC's Environmental Resource Mapper available on the Departments Website @ <http://www.dec.ny.gov/gis/erm/> Work windows may be extended by the Regional Natural Resources Supervisor or their designee.

10. Significant Coastal Fish and Wildlife Habitat

- This certification does not authorize any discharge occurring in a designated Significant Coastal Fish and Wildlife Habitat area pursuant to 19 NYCRR Part 602; Title 19 Chapter 13, Waterfront Revitalization and Coastal Resources. <https://www.dos.ny.gov/opd/programs/consistency/scfwhabitats.html>

11. Coastal Erosion Hazard Areas

- This certification does not authorize projects in Coastal Erosion Hazard Areas, as identified in New York State Environmental Conservation Law Article 34, and its implementing regulations, 6 NYCRR Part 505. <http://www.dec.ny.gov/lands/86541.html>

12. State-owned Underwater Lands

Prior to undertaking any Nationwide Permit activity that will involve or occupy state-owned lands now or formerly under the waters of New York State, the party proposing the activity must first obtain all necessary approvals from:

New York State Office of General Services
Division of Real Estate Development
Corning Tower Building, 26th Floor
Empire State Plaza
Albany, NY 12242
Tel. (518) 474-2195

13. Tidal Wetlands

- This certification does not authorize any activities in tidal wetlands as defined in Article 25 of New York State Environmental Conservation Law, with the exception of activities authorized by Nationwide Permits #4, 20 and 48. <http://www.dec.ny.gov/lands/4940.html>

14. Wild, Scenic and Recreational Rivers

- This certification does not authorize activities in any Wild, Scenic or Recreational River pursuant to 6 NYCRR Part 666 or state designated Wild, Scenic or Recreational River corridors. <http://www.dec.ny.gov/permits/6033.html>

15. Floodplains

- Authorized projects subject to this certification must first be in compliance with State and Local Floodplain Regulations prior to commencement of construction.

16. Public Service Commission

- This certification does not authorize activities regulated pursuant to Article VII or Article 10 of the New York State Public Service Law. For such projects, Section 401 Water Quality Certification is obtained from the New York State Public Service Commission.

17. Utility Projects

- This certification does not authorize maintenance or other activities associated with hydroelectric power generation projects.
- This certification does not authorize the construction of substation facilities or permanent access roads in wetlands.
- Excess materials resulting from trench excavation must be permanently removed from the waters of the United States and contained so that they do not re-enter any waters of the United States.

18. Preventing the Spread of Terrestrial and Aquatic Invasive Species

- To prevent the unintentional introduction or spread of invasive species, the permittee must ensure that all construction equipment be cleaned of mud, seeds, vegetation and other debris before entering any approved construction areas within waters of the United States. When using construction equipment projects authorized under this Certification shall take reasonable precautions to prevent the spread of aquatic invasive species as required under the provisions in ECL § 9-1710.

I. New York State Department of State (NYS DOS) Coastal Zone Management Consistency Determination Additional Information (applicable to all NWP's located within or affecting the NYS Coastal Zone):

Where NYSDOS has objected to the USACE consistency determination or where the project will not comply with the NYSDOS NWP specific condition(s), as outlined in the specific NWP listing in Section B above, the applicant must submit a request for an individual consistency determination to NYSDOS. See Section K for NYSDOS contact information.

Further Information:

- Unless NYSDOS issues consistency concurrence or USACE has determined that NYSDOS concurrence is presumed, NWP's are not valid within the Coastal Zone.
- All consistency concurrence determination requests must be submitted directly to NYSDOS with a copy provided to USACE with any required Preconstruction Notification submissions.
- Limits of the coastal zone and details regarding NYSDOS submission requirements, including application forms can be obtained at: <https://www.dos.ny.gov/opd/programs/consistency/index.html>

J. INFORMATION ON NATIONWIDE PERMIT VERIFICATION

Verification of the applicability of these Nationwide Permits is valid until March 18, 2022 unless the Nationwide Permit is modified, suspended revoked, or the activity complies with any subsequent permit modification.

It is the applicant's responsibility to remain informed of changes to the Nationwide Permit program. A public notice announcing any changes will be issued when they occur and will be available for viewing at our website: <http://www.lrb.usace.army.mil/Missions/Regulatory.aspx>.

Please note in accordance with 33 CFR part 330.6(b), that if you commence or are under contract to commence an activity in reliance of the permit prior to the date this Nationwide permit expires, is suspended or revoked, or is modified such that the activity no longer complies with the terms and conditions, you have twelve months from the date of permit modification, expiration, or revocation to complete the activity under the present terms and conditions of the permit, unless the permit has been subject to the provisions of discretionary authority.

Possession of this permit does not obviate you of the need to contact all appropriate state and/or local governmental officials to insure that the project complies with their requirements.

K. AGENCY CONTACT INFORMATION

NYS Department of Environmental Conservation

www.dec.ny.gov

NYS DEC REGION 1

Regional Permit Administrator
SUNY @ Stony Brook
50 Circle Road
Stony Brook, NY 11790-3409
(631) 444-0365

NYS DEC REGION 2

Regional Permit Administrator
1 Hunter's Point Plaza
47-40 21st Street
Long Island City, NY 11101-5407
(718) 482-4997

NYS DEC REGION 3

Regional Permit Administrator
21 South Putt Corners Road
New Paltz, NY 12561-1620
(845) 256-3054

NYS DEC REGION 4

Regional Permit Administrator
1130 North Westcott Road
Schenectady, NY 12306-2014
(518) 357-2069

NYS DEC REGION 4 Sub-Office

Deputy Regional Permit Administrator
65561 State Hwy 10
Stamford, NY 12167-9503
(607) 652-7741

NYS DEC REGION 5

Regional Permit Administrator
PO Box 296
1115 Route 86
Ray Brook, NY 12977-0296
(518)897-1234

NYS DEC REGION 5 Sub-Office

Deputy Regional Permit Administrator
PO Box 220
232 Golf Course Rd
Warrensburg, NY 12885-0220
(518) 623-1281

NYS DEC REGION 6

Regional Permit Administrator
317 Washington Street
Watertown, NY 13601-3787
(315) 785-2245

NYS DEC REGION 6 Sub-Office

Deputy Regional Permit Administrator
207 Genesee Street
Utica, NY 13501-2885
(315) 793-2555

NYS DEC REGION 7

Regional Permit Administrator
615 Erie Blvd. West
Syracuse, NY 13204-2400
(315)426-7438

NYS DEC REGION 7 Sub-Office

Deputy Regional Permit Administrator
1285 Fisher Avenue
Cortland, NY 13045-1090
(607) 753-3095

NYS DEC REGION 8

Regional Permit Administrator
6274 E. Avon - Lima Road
Avon, NY 14414-9519
(585) 226-2466

NYS DEC REGION 9

Regional Permit Administrator
270 Michigan Avenue
Buffalo, NY 14203-2915
(716) 851-7165

NYS DEC REGION 9 Sub-Office

Deputy Regional Permit Administrator
182 East Union Street
Allegany, NY 14706-1328
(716) 372-0645

NYS Department of State

Division of Coastal Resources
Consistency Review Unit
One Commerce Plaza
99 Washington Avenue, Suite 1010
Albany, NY 12231-00001
(518) 474-6000
<https://www.dos.ny.gov/opd/programs/consistency/index.html>

US Army Corps of Engineers

<http://www.nan.usace.army.mil>

(For DEC Regions 1, 2 and 3)

US Army Corps of Engineers NY District

ATTN: Regulatory Branch
26 Federal Plaza, Room 1937
New York, NY 10278-0090
Email: CENAN.PublicNotice@usace.army.mil
For DEC Regions 1, 2, Westchester County
and Rockland County (917) 790-8511
For the other counties of DEC Region 3 -
(917) 790-8411

(For DEC Regions 4, 5)

Department of the Army

ATTN: **CENAN-OP-R**
NY District, Corps of Engineers
1 Buffington Street
Building 10, 3rd Floor
Watervliet, NY 12189-4000
(518) 266-6350 - Permits team
(518) 266-6360 - Compliance Team

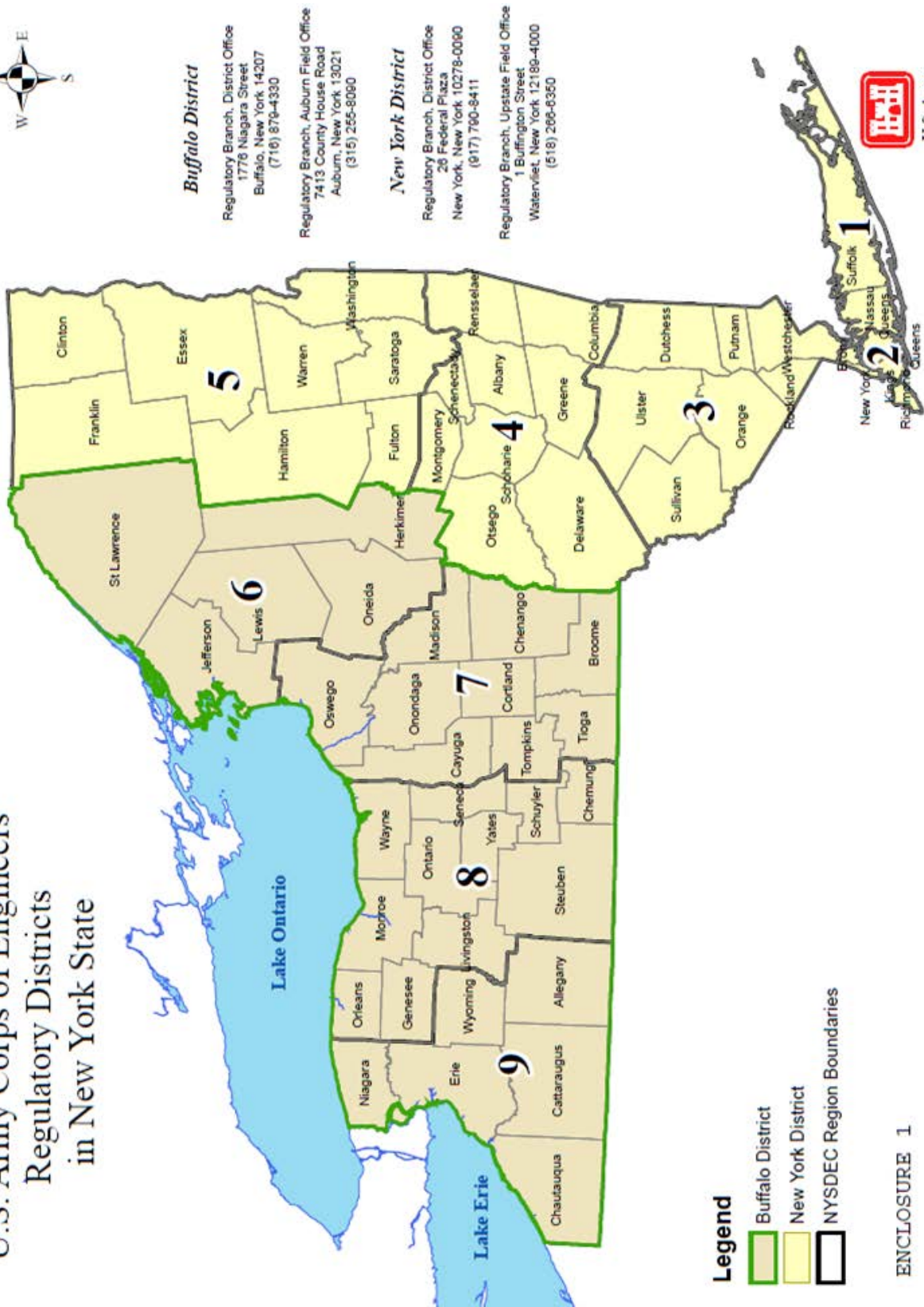
Email: cenan.rfo@usace.army.mil

(For DEC Regions 6, 7, 8, 9)

US Army Corps of Engineers

Buffalo District
ATTN: Regulatory Branch
1776 Niagara Street
Buffalo, NY 14207-3199
(716) 879-4330
Email: LRB.Regulatory@usace.army.mil
www.lrb.usace.army.mil

U.S. Army Corps of Engineers Regulatory Districts in New York State



Buffalo District

Regulatory Branch, District Office
1776 Niagara Street
Buffalo, New York 14207
(716) 879-4330

Regulatory Branch, Auburn Field Office
7413 County House Road
Auburn, New York 13021
(315) 266-8090

New York District

Regulatory Branch, District Office
26 Federal Plaza
New York, New York 10278-0090
(917) 760-8411

Regulatory Branch, Upstate Field Office
1 Buffington Street
Watervliet, New York 12189-4000
(518) 266-6350

Legend

- Buffalo District
- New York District
- NYSDEC Region Boundaries

ENCLOSURE 1



U.S. Army
Corps of Engineers

ENCLOSURE 2

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

DEC PERMIT NUMBER 9-0400-00001/00001
FACILITY/PROGRAM NUMBER(S)



PERMIT
Under the Environmental
Conservation Law

EXPIRATION DATE December 31, 2009

TYPE OF PERMIT: Article 15, Title 5: Protection of Waters; 6NYCRR 608 Water Quality Certification;
Article 24: Freshwater Wetlands

MODIFICATION

PERMIT ISSUED TO Cattaraugus County Department of Public Works		TELEPHONE NUMBER 716-938-9121	
ADDRESS OF PERMITTEE 8810 Route 242, Little Valley, New York 14755			
CONTACT PERSON FOR PERMITTED WORK Mark C. Burr, P.E., Director, Engineering Division		TELEPHONE NUMBER 716-938-9121	
NAME AND ADDRESS OF PROJECT/FACILITY All County bridges, County culverts, and County highway embankments			
LOCATION OF PROJECT/FACILITY All streams and navigable waters at facilities cited above			
COUNTY Cattaraugus	TOWN All within County	REGULATED SITE RESOURCE All streams and navigable waters	NYTM COORDINATES E N
DESCRIPTION OF AUTHORIZED ACTIVITY This is a "General Permit" for construction, reconstruction or repair of bridges and disturbance to the bed or banks of all streams, navigable waters and associated State regulated freshwater wetlands within Cattaraugus County, subject to all terms and conditions stated herein.			

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with NYS Environmental Conservation Law (ECL), all applicable regulations, the specified General Conditions (**pages 2 and 3**) and all Special Conditions contained herein.

DEPUTY REGIONAL PERMIT ADMINISTRATOR KENNETH C. TAFT	DIVISION OF ENVIRONMENTAL PERMITS, NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION 182 EAST UNION SUITE 3, ALLEGANY, NY 14706-1328 (716) 372-0645
AUTHORIZED SIGNATURE 	DATE OF ISSUANCE March 9, 2004
PAGE 1 OF 10	

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS**Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee 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.

GENERAL CONDITIONS**General Condition 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.

General Condition 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.

General Condition 3: Applications for Permit Renewals or Modifications

The permittee must submit a separate written application to the Department for 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.

The permittee must submit a renewal application at least 30 days before expiration of this permit.

General Condition 4: Permit Modifications, Suspensions and Revocations by the Department

The Department reserves the right to modify, suspend or revoke this permit in accordance with 6 NYCRR Part 621. 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.

ADDITIONAL GENERAL CONDITIONS FOR ARTICLES 15 (TITLE 5), 24, 25, 34 AND 6NYCRR PART 608

1. 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.
2. 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.
3. Granting of this permit does not relieve the applicant of the responsibility of obtaining any other permission, consent or approval from the U.S. Army Corps of Engineers, U.S. Coast Guard, New York State Office of General Services or local government which may be required.
4. 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.
5. Any material dredged in the conduct of the work herein permitted shall be removed evenly, without leaving large refuse piles, ridges across the bed of a waterway or floodplain or deep holes that may have a tendency to cause damage to navigable channels or to the banks of a waterway.
6. There shall be no unreasonable interference with navigation by the work herein authorized.
7. 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 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.
8. If granted under 6NYCRR Part 608, the NYS Department of Environmental Conservation hereby certifies that the subject project will not contravene effluent limitations or other limitations or standards under Sections 301, 302, 303, 306 and 307 of the Clean Water Act of 1977 (PL 95-217) provided that all of the conditions listed herein are met.

SPECIAL CONDITIONS

1. A. This permit shall apply only to those activities authorized herein (See Special Conditions #2, #3, and #4 below) which are conducted by the Cattaraugus County Department of Public Works (CCDPW) or any formally awarded contractor/subcontractor of CCDPW.
- B. All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or his agent as part of the permit application. See Special Condition 7.e.
2. The following activities are authorized under this permit:
 - A. Bridge or Culvert Replacement-in-Kind, provided that:
 - i. There is no change in location or alignment, or lowering of elevation of the lowest structural member.
 - ii. There is no additional fill placed in the floodplain (or floodway) as defined on National Flood Insurance Program (NFIP) maps developed by the Federal Insurance Administration (FIA).
 - iii. There is no decrease in the flow capacity of the structure;
 - iv. There is not a significant increase in the flow capacity of the structure; and
 - v. Any temporary structures meet the provisions of Condition 2.C.

B. New or Modified (i.e. change in size, location, alignment, or amount of floodplain/floodway fill) Bridges or Culverts, provided that:

- i. In riverine floodplains where a regulatory floodway has not been established, all new or modified structures, including fill, must be certified by a licensed professional engineer, demonstrating that the cumulative effect of the proposed project, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point, and no adverse affects will occur as a result of the allowable increase.
- ii. In riverine floodplains where a regulatory floodway has been established, certification by a licensed professional engineer that the project will not result in any increase in flood levels within the community during the occurrence of the base flood discharge, or that any such affect is compensated for by acceptable floodway improvements.
- iii. Low structural member elevations should be 2.0 feet above the 100-year flood elevation whenever possible; if not possible, the low structural member elevation should be 2.0 feet above the 50-year flood elevation, provided that the 100-year flood can pass through the bridge opening without contacting the bridge's low structural member; and
- iv. Any temporary structures meet the provisions of Condition 2.C.

C. Temporary Detour Structures (Bridges/Culverts) for Traffic Maintenance, provided that:

- i. Minimum Size:
 - a. The structure shall pass a 10 year frequency storm event and shall not be in place for more than 10 weeks; or,
 - b. The structure shall pass a 25 year storm, either along or due to swale(s) at the approach(es), and will not be in place for more than one construction season; or,
 - c. If the structures will be in place for more than one construction season, it shall be capable of passing a 50 year storm, either alone or due to swale(s) at the approach(es).
- ii. Emergency Action Plan: The permittee shall monitor river stages, weather reports and flood forecasts on at least a daily basis and take prudent action, as necessary, to prevent loss of life and property due to flooding. (Further, the permittee shall monitor the river for ice jams and to prevent damages caused by ice jam flooding which may not show on local stream gages.) The permittee shall prepare an emergency action plan, a copy of which shall be at the job site at all times during construction. If no detailed flood hazard data exists (National Flood Insurance Program mapping is approximate, unnumbered A zones only), the plan should:
 - a. Identify the individuals (name, address, home and business telephone numbers) assigned to emergency response.
 - b. Explain how the detour structure would be removed during a flood emergency. Include a description of the equipment that would be maintained on the site and the time frame required to remove the structure.
 - c. Establish a stream gage to indicate full culvert flow on the upstream side of the project. Assign an individual to monitor the gage. When the predetermined flood elevation or full culvert flow is reached (usually a 10 year storm), take action. If a detailed Flood Insurance Study with Floodway has been produced, a more specific emergency action plan is required, regardless of the time period the detour will be in place. The plans shall:
 - d. In addition to 2.a., b., and c., identify a person assigned to remain on site once threshold flood stages are reached.
 - e. Flowage easements may need to be obtained before the detour structure is installed.
- iii. Responsibility: Any damages caused by increased flooding due to the presence of a detour structure, are not eligible for disaster assistance (State or Federal). Damages will be the responsibility of the permittee (City, Village, Town or County).

SPECIAL CONDITIONS

- D. Existing Utility Line Relocations in conjunction with bridge replacements authorized by this permit, provided that:
- i. The utility line(s) is not relocated more than 50 feet from the existing location.
 - ii. If buried, the utility line(s) is installed a minimum of 3 feet below bed elevation.
- E. New Highway Construction, provided that:
- i. The total length of new highway construction associated with activities listed in Conditions 2.A., B., and C. does not exceed 500 feet.
- F. Stream Bank Stabilization Activities, within the following limits:
- i. Installation of up to 250 lineal feet (measured at the bank's edge) of rock rip-rap, sheet piling, or gabion bank protection adjacent to highways/structures threatened by stream bank erosion.
 - ii. Installation of up to 250 lineal feet (measured along the bank's edge) of bank protection using available on-site streambed deposits to temporarily repair eroding banks where highways/structures are in jeopardy. (Temporary stabilization projects cannot be performed within the same stream section more than once during a 2 consecutive year period.)
 - iii. Channel clearing (including flood debris) of up to 250 cubic yards of gravel/sediment within a 250 lineal foot stream section at bridges. Gravel mining operations involving the streambed or banks are not authorized under this General Permit.
 - iv. The installation of grade stabilization structures at existing stream bed elevation with any sloped surface designed to carry stream low flow at no steeper than a slope of 0.5% for designs greater than 80 linear feet and 1% for less than 80 feet and designed to concentrate low flows for fish passage.
 - v. With the exception of i. and iv., projects cannot consist of more than two directly adjacent/contiguous stabilization activities. Stabilization activities may be combined with bridge construction (2.A. and B.). However, if more than 500 feet of stream channel will be affected as a "project", an individual Protection of Water Permit must first be obtained from the Department in accordance with standard review and processing requirements (Part 621, Uniform Procedures).
3. This permit authorizes work in navigable waters of the State as defined in 6NYCRR Part 608.1(l) [12/18/94] where County Highways or bridges are involved. Such waters include, but are not limited to:
- A. Allegheny River downstream from the Gleason Hollow Road-West River Road bridge in the Hamlet of Mill Grove in the Town of Portville.
 - B. Conewango State Drainage Ditch downstream from U.S. Route 62 in the Town of Conewango.
 - C. Conewango Creek downstream from Cowen Corners Road in the Town of Conewango.
4. This permit shall not apply to any of the following situations regardless of apparent applicability of Conditions 2 or 3:
- A. With the exception of activities for which a "Procedure and Compatibility" code of L is assigned by 6 NYCRR 663.4, any activity which requires approval for the alteration of any regulated freshwater wetland and its 100 foot wide adjacent area pursuant to Article 24 (Freshwater Wetlands Act) of the Environmental Conservation Law (ECL);
 - B. Any activity which requires approval for the construction, repair or reconstruction of a dam pursuant to Section 15-0503 of the ECL;
 - C. Any activity which requires approval for mining pursuant to Article 23 Title 27 (Mined Land Reclamation) of ECL (the excavation and removal of more than 100 cubic yards of material from any unprotected stream, i.e. assigned a Water Quality Class and Standard of "C" or "D", for sale or exchange or for commercial, industrial or municipal use at a different site).

SPECIAL CONDITIONS

- D. Any activity on streams where the State has acquired public fishing rights or which involve State owned land (i.e. Wildlife Management Areas, Reforestation Areas, State Flood Control Lands, etc.) may be excluded from this General Permit at the discretion of DEC.
- E. Any activity identified as "Type I" by the State Environmental Quality Review Act (SEQR) statewide regulations (6 NYCRR Part 617), or applicable local regulations, pursuant to Article 8 of the ECL or any "Unlisted" activity identified as having a "significant effect on the environment" by any agency with jurisdiction in accordance with procedures of Article 8 (SEQR) of the ECL and Part 617. It is the responsibility of the CCDPW to review and properly identify the SEQR status of each project prior to determining permit applicability.
- F. In accordance with current Department procedures for implementation of the State Historic Preservation Act, Article 14 of the NYS Parks and Recreation Law (SHPA), any UPA major activity (as defined in 6 NYCRR Part 621), which has not been previously reviewed under the National Historic Preservation Act, and which may impact archeological sites or historic structures. Specifically, this permit shall not apply when: (1) the proposed action is located within a "zone of sensitivity" on the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) archeological site map when the project involves a physical disturbance to an undisturbed area in which the slope is less than 15% (or greater slope on limestone/flint escarpments), or (2) the project will alter the physical character of any bridge constructed prior to 1940 and determined by the NYSOPRHP to be a historically significant or potentially historically significant structure, or any structure listed on the State or National Register of Historic Places (See Special Condition 6). However, this exception shall not apply if the NYSOPRHP has determined that the project will have no impact on registered or eligible archeological sites or historic structures and proof of such determination is included with the project submissions required by Special Condition 7.e.

STANDARDS OF PERFORMANCE

5. All activities authorized by this permit shall be performed in accordance with the following standards:
- A. All necessary precautions shall be taken to preclude contamination by suspended solids, sediment, fuels, solvents, lubricants, epoxy coatings, paints, concrete leachate or any other environmentally deleterious materials associated with the project work.
- B. All new stream channels shall be designed to provide a parabolic shaped bottom, or be otherwise designed to concentrate flows during low water periods.
- C. All work specifications shall be in accordance with United States Department of Agriculture, Natural Resource Conservation Service (NRCS) design and performance standards (including grade of slopes, seeding, mulching, etc.) or in accordance with the New York State Department of Transportation "Standard Specifications".
- D. No instream work shall be performed from October 1st to June 1st in any stream with designated Water Quality Standards of "(T)" for "trout survival" or "(TS)" for "trout spawning".
- E. No instream work shall be performed under this General Permit from September 1st through May 30th on Cattaraugus Creek and its tributaries downstream of the Springville Dam, with the following exceptions:
1. Point Peter Brook.
 2. South Branch of Cattaraugus Creek above the fording site connecting Skinner Hollow Road in the Town of Persia with Gibson Hill Road in the Town of Otto.
 3. Waterman Brook upstream from unnamed Tributary #2 (directly east of Bobseinie Road).
 4. Connoisarauley Creek upstream from the falls.

SPECIAL CONDITIONS

- F. Sufficient flow of water shall be maintained at all times to sustain aquatic life downstream.
- G. Prior to commencement of work in any class "A" or "AA" waters, the CCDPW is required to contact and advise the appropriate water district or other potable water user of the project and of the planned work schedule.
- H. All areas where soil remains exposed due to project activities and located above ordinary high water level shall be seeded and mulched in accordance with NRCS recommendations or NYSDOT "Standard Specifications" (unless otherwise adequately protected from erosion by rip-rap, sheet piling, gabions, etc.).
- I. All crushed stone, crushed gravel, screened gravel, sand or soil to be used as fill/backfill associated with authorized projects shall be in accordance with NYSDOT "Standard Specifications". The use of crushed slag is strictly prohibited unless washed/weathered/leached sufficiently of fines and sulfur. The use of fly ash and soils contaminated with hazardous wastes is strictly prohibited.
- J. Wood timbers used in bridge construction shall be pretreated and weathered before delivery to the installation site.
- K. Culverts shall be installed with their openings slightly below streambed elevation. Only clean gravel (with minimum soil) shall be used as fill around culverts to minimize water entry of silt and suspended solids.
- L. Asphalt, tar or macadam pavement shall be stripped from bridge decks before proceeding with other dismantling activities. Every effort shall be taken to preclude the entry of debris to the stream during that process. All spoil and debris shall be disposed of at an approved landfill. Disposal of demolition debris and/or spoil from any part of the activities authorized under this permit, or other activities associated with this permit, in any regulated 100 year or 500-year floodplain identified on the Flood Insurance Rate Map as regulated under the National Flood Insurance Program, is prohibited. Disposal of demolition debris and/or spoil in any wetland regulated by this Department will require a separate, individual permit.
- M. Prior to removal and/or reconstruction of bridge abutments, existing earthen materials behind the structure shall be excavated or graded back sufficiently to preclude the entry of sediment into the water.
- N. Equipment capable of removing temporary structures (bridges, ramps, cofferdams, etc.) shall be available on-site during all construction phases. In the event of a flood, the permittee and/or his contractor shall use the equipment to remove or breach the temporary structure in a manner that ensures that there are no adverse effects upstream and downstream from flood waters caused by the removal of the obstruction. The Regional Permit Administrator shall be notified by telephone immediately, with written follow-up, if such action becomes necessary. The DEC reserves the right to order immediate removal of any temporary structures, should a threat of a flood event or actual flood occur.
- O. Rock rip-rap shall not be placed on stream banks steeper than 1 foot vertical to 2 feet horizontal in slope. Prior to rip-rap installation, a layer of 4 to 6 inches of gravel shall be spread across the bank as a bedding foundation. The rip-rap shall be entrenched a minimum of 3 feet below the streambed.
- P. During bank sloping operations, soil shall not be bulldozed into the streambed or the flowing water. Wherever feasible, bank grading shall be carried out by equipment operating from dry land rather than from the streambed or flowing water.
- Q. Gravel and soil shall not be pushed through flowing water.
- R. If a temporary cofferdam is necessary, it shall be made of erosion resistant materials such as rock, sandbags, or precast concrete barriers, or clean gravel lined with plastic, which shall be installed to isolate the work area from the stream. At no time shall the cofferdam block more than 60% of the stream channel and it shall be removed in its entirety, immediately upon completion of work.

SPECIAL CONDITIONS

- S. Visibly turbid discharges from dewatering operations or excavation activities shall not be allowed to enter the stream. Any such discharge shall be:
- (1) retained in an appropriately maintained upland settling basin,
 - (2) filtered through crushed stone, sand, haybales, filter fabric, etc., or
 - (3) directed to a grassy upland area sufficiently distant from the stream to preclude such entry.
- T. At the end of each work day, all "pushed up" gravel piles (if any) shall be graded off and flattened to prevent downstream movement in the event of sudden high water.
- U. Flood debris found in the work area shall be removed to an upland location above the reach of high water.
- V. If project activities will involve land disturbance of over 1 acre, the project sponsor shall obtain coverage under a State Pollution Discharge Elimination System General Permit GP-02-01 for Stormwater Discharges from Construction Activities. A Notice of Intent (NOI) is required to be sent to NYSDEC, Bureau of Water Permits, 625 Broadway, Albany, New York 12233-3505, telephone No. (518) 402-8111 and approved before construction commences. The General Permit GP-02-01 and NOI form are available on the Department's web site at: www.dec.state.ny.us. GP-02-01 requires the project sponsor (operator) and all contractors and subcontractors to control stormwater runoff according to the Stormwater Pollution Prevention Plan, which is to be developed prior to filing NOI and prior to commencement of the project.

PERMIT ADMINISTRATION

6. The CCDPW shall be responsible for making determinations with respect to Special Condition 4.f. However, the DEC reserves the right to overrule the CCDPW, as ultimate responsibility for insuring compliance with SHPA rests with DEC in accordance with the Act. The CCDPW shall include a SHPA determination statement along with any appropriate supportive documentation, with the submissions required in Special Condition 7.e.
7. The CCDPW shall, as part of its responsibilities for administration of this General Permit:
- A. Maintain a project log.
 - B. Maintain an adequate supply of the DEC/Corps of Engineers Joint Application for Permit forms for use in requesting authorization under this General Permit.
 - C. Maintain files for all work authorized under the General Permit.
 - D. Obtain technical assistance from Cattaraugus County Soil and Water Conservation District, as necessary, to bring individual proposals into compliance with the terms of this General Permit.
 - E. Mail to the Regional Permit Administrator (RPA) or his designated agent, three informational copies of each application for authorization under this General Permit. This transmittal shall include a "Locator Map" (portion of appropriate U.S.G.S. 7.5 Min. Quad Sheet), a Work Plan and specifications, etc.
 - F. Provide each contractor and the CCDPW project foreman with a copy of the DEC letter confirming that the work is authorized under this Permit and a copy of the "Standards of Performance" section of this permit (or include these "Standards" in the contract document, noting the permit number) to be kept available at or near the work site.

SPECIAL CONDITIONS

- G. Provide the RPA with a January 1st (due date) Annual Summary Report noting each project's status, any problems, any corrective action required.
 - H. Arrange for an annual meeting and inspection tour to be held during September-October for the purpose of inspecting the projects and reviewing the terms and effectiveness of the General Permit.
 - I. Provide the RPA (or his agents), upon reasonable request, any file material maintained in respect to this General Permit for projects authorized thereunder.
8. Within 15 days of receipt of applications for authorization under this General Permit, the Department will, as appropriate:
- A. Forward a copy of the application to the appropriate District Office of the U.S. Department of the Army Corps of Engineers (See Special Condition #15) for their use in determining permit requirements.
 - B. Request clarification of proposed activities if any problems or concerns are evident.
 - C. Request additional time in order to review the project.
 - D. Notify the CCDPW if the scope of work exceeds the limits of the General Permit and that an individual Protection of Waters Permit will be required.
 - E. Send written verification to the CCDPW that proposed project work qualifies under the General Permit. General Permit applicability verifications by DEC shall be valid for one year.

PERMIT ENFORCEMENT

- 9. Any failure of the CCDPW to comply precisely with all of the terms and conditions of approval, unless authorized in writing by the DEC may be treated as a violation of the ECL.
- 10. Nothing in this General Permit shall be construed to limit the authority of the DEC to investigate violations and seek remedies pursuant to the ECL.
- 11. Repeated failures to the CCDPW to comply with the terms and conditions of this General Permit will be considered cause for permit suspension or revocation.
- 12. If any permit conditions are unclear, the CCDPW shall contact the RPA or Deputy RPA at the address noted below for clarification:

Regional Permit Administrator
NYS DEC
270 Michigan Avenue
Buffalo, NY 14203-2999
(716) 851-7165

Deputy Regional Permit Administrator
NYS DEC
182 East Union, Suite 3
Allegany, NY 14706-1328
(716) 372-0645

SPECIAL CONDITIONS

MISCELLANY

13. Individual terms and conditions of this General Permit shall be subject to review, modification, and/or elimination in accordance with Article 70 (Uniform Procedures) of ECL and 6 NYCRR Part 621. The CCDPW or the RPA may call for such a review at any time.
14. This General Permit may be extended by one to five calendar year periods (at the option of the RPA) based on satisfactory compliance and proper written request by the CCDPW in accordance with Uniform Procedures.
15. The CCDPW and/or project contractors are advised to obtain any permits or approvals that may be required from the U.S. Dept. of the Army Corps of Engineers, Buffalo District, (Regulatory Branch), 1776 Niagara Street Buffalo, NY 14207-3199, Telephone: 716/879-4330, prior to commencing work authorized herein.
16. In accordance with Section 401 (a)(1) of the Clean Waters Act of 1977 (PL95-217) the NYS Department of Environmental Conservation hereby certified that activities conducted in accordance with the conditions of this General Permit will not contravene effluent limitations or other limitations or standards under sections 301, 302, 303, 306 or 307 of the Act.
17. The activities authorized herein have been determined to be either Type II, excluded, or unlisted actions determined by CCDPW as not having significant effect on the environment as identified in Article 8 (the State Environmental Quality Review Act) of the ECL. For Unlisted Actions CCDPW shall act as SEQR Lead Agency and make significance determinations.

cc: Mr. Steven Doleski, Attn: Mr. Charles Cranston, Division of Environmental Permits, Buffalo
Mr. Joseph Galati, Bureau of Habitat
Ms. Rebecca Anderson, Division of Water
Capt. Gary Bobseine, Division of Law Enforcement (via e-mail)
Mr. Brian Davis, Cattaraugus County Soil and Water Conservation District
U.S. Department of the Army, Corps of Engineers

SECTION G
SPECIAL SPECIFICATIONS

SPECIAL SPECIFICATIONS FOR
Replacement of Hinsdale Bridge 62,
County Road 26 (Gile Hollow Road)
over Olean Creek, BIN 3321770

ITEM NO.	ITEM	PAY UNIT
556.10013011	Corrosion Resistant Reinforcing Steel, Grade 100	Pound
559.16960118	Protective Sealing of Structural Concrete	Square Foot
559.18960118	Protective Sealing of Structural Concrete for New Bridge Decks	Square Foot
564.20010008	Hot-Dip Galvanizing of Structural Steel	Pound
572.00020101	Metalizing, Type 1	Lump Sum
627.50140008	Cutting Pavement	Linear Foot
C634.9901	Testing Laboratory Services	Fixed Price Lump Sum
C698.06	Steel/Iron Price Adjustment	Dollar-Cents

ITEM 556.10012011 - REINFORCING STEEL GRADE 100

ITEM 556.10013011 - CORROSION RESISTANT REINFORCING STEEL GRADE 100

DESCRIPTION

This work shall consist of furnishing and installing REINFORCING STEEL GRADE 100 or CORROSION RESISTANT REINFORCING STEEL GRADE 100 in accordance with the contract documents and as directed by the Engineer.

MATERIALS

The reinforcing steel shall meet one of the following:

ASTM A615 Grade 100

ASTM A1035 Grade 100

ASTM A1035 reinforcement shall have mill scale removed prior to arrival at the contract location.

When corrosion resistance is required, one of the following methods shall be required:

For ASTM A615 reinforcement, dual coating in accordance with ASTM A1055.

For ASTM A1035, use Alloy CS.

Acceptance of the reinforcement will be on the basis of the manufacturer of the steel certifying that it meets the appropriate ASTM standard. The Materials Bureau reserves the right to test any property of the material that ASTM standards require.

CONSTRUCTION DETAILS

Follow the requirements of Section 556-3, except that Grade 100 steel shall not be connected using mechanical connectors. Dual coated reinforcement shall be treated as epoxy coated reinforcement, except that when removal of coating is required, it shall be treated as galvanized reinforcement.

METHOD OF MEASUREMENT

This work will be measured as the number of pounds of REINFORCING STEEL GRADE 100 or CORROSION RESISTANT REINFORCING STEEL GRADE 100 satisfactorily furnished and installed.

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

ITEM 559.16960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE

ITEM 559.17960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE FOR EXISTING BRIDGE DECKS

DESCRIPTION. Under this work the Contractor shall furnish and apply, in accordance with this specification, a protective sealer to concrete surfaces, at locations indicated on the plans or where directed by the Engineer.

MATERIALS. The protective sealer used on concrete surfaces shall be one appearing on the Department's Approved List and shall meet the requirements of one of the following subsections:

717-03 - Penetrating Type Protective Sealers

717-04 - Coating Type Protective Sealers

CONSTRUCTION DETAILS.

A. General. Only penetrating type sealers shall be applied to walking or riding surfaces. The Contractor shall provide the Engineer with the sealer Manufacturer's written instructions for application and use, at least five (5) working days before the start of work. Only one (1) brand and specific type of sealer will be allowed for use on each individual element of a project (i.e. each pier, deck, abutment, etc.).

B. Surface Preparation.

1. New Concrete. All required surface texturing, and saw cut grooving, shall be completed before the surface is prepared. All concrete that is to be sealed shall air dry for fourteen (14) days after curing has been removed, or for the length of time specified in the manufacturer's written instructions, whichever is longer. If the concrete is subjected to rain or moisture from other project operations, the drying period shall be extended twenty-four (24) hours for every day the concrete is subjected to water. After the drying period has ended, the concrete surface shall be lightly sand or shot blasted, followed by vacuum cleaning, to remove loose particles.

2. Existing Concrete. Concrete surfaces to be sealed shall be thoroughly cleaned by light sand or shot blasting, followed by vacuum cleaning, to remove loose particles. If the concrete is subjected to rain or moisture from other project operations, the surface will be allowed to air dry for a minimum of forty-eight (48) hours before the sealer is applied.

Care shall be taken while blast cleaning that all dirt is removed with minimal exposure of coarse aggregate. After cleaning, no blasting residue, laitance, curing compounds, standing water, oil, dirt or other foreign particles shall be present, which may prevent penetration or adhesion of the sealer. All surface preparation work shall be completed and approved by the Engineer, before sealer application can commence.

C. Weather Limitations. Sealer materials shall not be applied during wet weather conditions or, if in the opinion of the Engineer, adverse weather conditions are anticipated within twelve (12) hours of the completion of sealer application. Ambient and surface temperatures shall be a minimum of 40°F-during application and until the sealed concrete is dry to the touch. Application by spray methods will not be permitted during windy conditions, if in the opinion of the Engineer unsatisfactory results will be obtained.

D. Sealer Application. The sealer shall be used as supplied by the Manufacturer without thinning or alteration, unless specifically required in the Manufacturer's instructions. Thorough mixing of

ITEM 559.16960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE

ITEM 559.17960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE FOR EXISTING BRIDGE DECKS

the sealer before and during its use shall be accomplished as recommended by the Manufacturer. Equipment for sealer application shall be clean of foreign materials and approved by the Engineer before use.

If a penetrating sealer is used, a minimum of two (2) coats of the sealer shall be applied to achieve uniform coverage. The total quantity of sealer applied by all coats shall be equal to the quantity required at the application rate specified in the Approved List. The second and each additional coat shall be applied perpendicular to the previous coat. Care shall be taken when applying each coat, such that running or puddling does not occur. Each coat shall be allowed to dry for a minimum of two (2) hours before the next coat is applied. The final coat shall be allowed to dry according to the manufacturer's instructions, before the removal of maintenance and protection of traffic.

On sloping and vertical concrete surfaces, sealer application shall progress from bottom to top. Care shall be taken to ensure that the entire surface of the concrete is covered and all pores filled.

METHOD OF MEASUREMENT. The work will be measured as the number of square feet of structural concrete sealed.

BASIS OF PAYMENT. The unit price bid per square feet shall include the cost of furnishing all labor, materials and equipment necessary to satisfactorily complete the work.

Payment will be made under:

Item No.	Item	Pay Unit
559.16960118	Protective Sealing of Structural Concrete	Square Foot
559.17960118	Protective Sealing of Structural Concrete for Existing Bridge Decks	Square Foot

**ITEM 559.18960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON
NEW BRIDGE DECKS AND BRIDGE DECK OVERLAYS**

DESCRIPTION. Under this work the Contractor shall furnish and apply, in accordance with this specification, a protective sealer to concrete surfaces, at locations indicated on the plans or where directed by the Engineer.

MATERIALS. The protective sealer used on new concrete bridge decks shall be one appearing on the Department's Approved List, which does not contain an aqueous solvent/carrier and shall meet the requirements of the following subsection:

717-03 - Penetrating Type Protective Sealers

CONSTRUCTION DETAILS.

- A. General.** The Contractor shall provide the Engineer with the sealer manufacturer's written instructions for application and use, at least five (5) working days before the start of work. Only one (1) brand and specific type of sealer will be allowed for use on each deck.
- B. Surface Preparation.** All concrete bridge decks shall air dry for twenty-four (24) hours after the time of completion of saw cut grooving. If the concrete is subjected to rain or moisture from other project operations, the drying period shall be extended twenty-four (24) hours from the time that the concrete has stopped being wetted. All required surface texturing, saw cut grooving, barriers, parapets, sidewalks and safetywalks shall be completed, before the surface is cleaned. After the drying period has ended, the concrete surface shall be cleaned by vacuum methods, to remove loose particles.

After cleaning, no laitance, standing water, oil, dirt or other foreign particles shall be present, which may prevent penetration of the sealer. All surface preparation work shall be completed and approved by the Engineer before sealer application can commence.

- C. Weather Limitations.** Sealer materials shall not be applied during wet weather conditions or when adverse weather conditions are anticipated within twelve (12) hours of the completion of sealer application. Ambient and surface temperatures, during application, and until the sealed concrete is dry to the touch, shall be a minimum of 40°F. Application by spray methods will not be permitted during windy conditions, if in the opinion of the Engineer, unsatisfactory results will be obtained.
- D. Sealer Application.** The protective sealer shall be used as supplied by the Manufacturer without thinning or alteration. Equipment for sealer application shall be clean of foreign materials and approved by the Engineer before use. The sealer shall be applied by brushing, spraying or rolling, as recommended by the Manufacturer.

A minimum of two (2) coats of the sealer shall be applied to achieve uniform coverage. The total quantity of sealer applied by all coats shall be equal to the quantity required at the application rate specified in the Approved List. The second and each additional coat shall be applied perpendicular to the previous coat. Care shall be taken when applying

**ITEM 559.18960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON
NEW BRIDGE DECKS AND BRIDGE DECK OVERLAYS**

each coat, such that running or puddling does not occur. Each coat shall be allowed to dry for a minimum of two (2) hours before the next coat is applied. The final coat shall be allowed to dry according to the Manufacturer's instructions, before the removal of maintenance and protection of traffic.

METHOD OF MEASUREMENT. The work will be measured as the number of square feet of concrete sealed.

BASIS OF PAYMENT. The unit price bid per square feet shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

ITEM 564.20010008 – HOT-DIP GALVANIZING OF STRUCTURAL STEEL

DESCRIPTION

This work shall consist of hot-dip galvanizing of fabricated structural steel members.

MATERIALS

Materials for galvanizing shall meet the requirements of §719-01, Type I.

CONSTRUCTION DETAILS

Hot-dip galvanizing shall be in accordance with the material specifications.

Galvanizing shall be performed consistent with the current New York State Steel Construction Manual.

METHOD OF MEASUREMENT

This work will be measured as the number of pounds of steel hot-dip galvanized and installed as per the contract documents.

BASIS OF PAYMENT

The unit price bid per pound shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work including transportation to and from the galvanizing facility and any necessary drilling or reaming. No additional payment will be made for additional fabrication steps required as a result of the galvanizing process.

DESCRIPTION

This work shall consist of furnishing all materials and equipment necessary and to apply metalizing in accordance with the contract documents and as directed by the DCES.

Qualification of Metalizing Contractor

The metalizing contractor performing the work shall document previous experience in providing surface preparation for metalizing and metalizing application services in the shop and field, with a minimum history of three (3) successfully completed projects of similar complexity. The contractor shall be certified per the requirements of SSPC-QP 3.

The contractor shall submit experience and qualification records of all personnel performing the work.

Qualification of Thermal Spray Technicians and Personnel

The thermal spray technicians shall be qualified in accordance with ANSI/AWS C2.16 with a minimum passing adhesion of 700 psi, and must hold a certificate of satisfactory completion of training from the equipment manufacturer. The equipment used for qualification shall be equivalent to that used in production.

Each metalizing shift shall have at least one metalizing supervisor, meeting the thermal spray technician requirements, and who will additionally have a minimum of three years documented satisfactory metalizing experience on similar projects.

An SSPC certified Quality Control Supervisor shall be on the thermal spray company's staff and shall provide a Quality Control Plan to the DCES prior to the onset of work. The Quality Control Supervisor shall meet the requirements of Thermal Spray Supervisor as per SSPC-QP 6. Additionally, the Quality Control Supervisor shall have a minimum of five (5) years experience with satisfactory performance in abrasive blast cleaning of steel surfaces according to SSPC-SP 10 and shall have performed similar duties on two successful metalizing projects.

Codes and Standards

The provisions set forth in the latest issue of the following codes and standards shall apply unless otherwise indicated in the contract documents:

- ASTM B 833, Standard Specification for Zinc Wire for Thermal Spraying (Metalizing).
- ASTM C 633, Test Method for Adhesive/Cohesive Strength of Flame Sprayed Coatings.
- ASTM D 4285, Method for Indicating Oil or Water in Compressed Air.
- ASTM D 4417, Test Method for Field Measurement of Surface Profile of Blasted Steel.
- NACE Standard RP0287, Field Measurement of Surface Profile of Abrasive Blast Cleaned Steel Surfaces Using a Replica Tape.
- ASTM D 4541, Test Method for Pull-Off Strength of Coating Using Portable Adhesion Testers.

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ASTM E1920, Standard Guide for Metallographic Preparation of Thermal Sprayed Coatings.

ASTM E2109, Standard Test Methods for Determining Area Percentage Porosity in Thermal Sprayed Coatings.

ANSI/AWS C2.16, Guide for Thermal-Spray Operator Qualification

ANSI/AWS C2.18, Guide for the Protection of Steel with Thermal Spray Coatings of Aluminum, Zinc, and Their Alloys and Composites.

SSPC-CS 23.00/AWS C2.23M/NACE No. 12, Specification for the Application of Thermal Spray Coatings (Metalizing) of Aluminum, Zinc, and their Alloys and Composites for the Corrosion Protection of Steel.

SSPC Publication, The Inspection of Coatings and Linings: A Handbook of Basic Practice for Inspectors, Owners, and Specifiers.

SSPC-AB 1, Mineral and Slag Abrasives.

SSPC-AB 2, Specification for Cleanliness of Recycled Ferrous Metallic Abrasives.

SSPC-AB 3, Ferrous Metallic Abrasives.

SSPC-PA 1, Shop, Field, and Maintenance Painting of Steel.

SSPC-PA 2, Measurement of Dry Coating Thickness with Magnetic Gages.

SSPC-QP 3, Standard Procedure for Evaluating Qualifications of Shop Painting Applicators

SSPC-QP 6, Standard Procedure for Evaluating the Qualifications of Contractors Who Apply Thermal Spray (Metalizing) for Corrosion Protection of Steel and Concrete Structures

SSPC-SP 1, Solvent Cleaning

SSPC-SP 10/NACE No. 2, Near-White Blast Cleaning.

SSPC-SP 11, Power Tool Cleaning to Bare Metal

SSPC-VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning.

Quality Control Plan

Prior to the start of work, the Contractor's QC Supervisor shall provide a written quality control plan and submit it to the DCES for approval. The plan shall include the procedure to be followed and equipment to be used for all processes outlined herein, including surface preparation and metalizing and seal coat application. The plan shall include a method of adhesion testing, thickness measuring, bend test protocol, testing frequency, and MSDS sheets for material utilized on the project. The plan shall outline the quality assurance procedures and any safety precautions that must be followed by workers and inspectors. No work shall commence until the DCES has approved the plan.

Job Reference Standard (JRS)

A job site pass/fail Job Reference Standard, representative of the work to be performed, shall be prepared by the metalizing applicator. The JRS will be used to evaluate the suitability of the application process. The JRS shall be made on a steel plate approximately 18 in. x 18 in. x 0.25 in. and shall be made with the actual equipment and process parameters and procedures (surface preparation, metalizing, sealing, and testing) that shall be used for the contracted work. The JRS shall be made in similar environmental conditions as the work to be performed. Thickness measurements and adhesion tests shall be performed on the JRS per this specification. The JRS

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will be deemed unsatisfactory if any of the measurements or test results is less than the values indicated herein.

Metallographic testing shall be performed, in accordance with ASTM E1920 and ASTM E2109, on a JRS meeting the requirements of this section. Porosity of the metalized coating shall be less than 10% with less than 5% air inclusions in the film, and shall be fully bonded to the substrate with no air pockets between the coating and substrate. There shall be no interconnected porosity to the substrate for the contract specified thickness, intended technique of application, number of passes, and thickness applied per pass.

For steel assemblies exhibiting acute angles between structural members to be metalized in the shop after assembly, a similarly scaled steel, blasted mockup must be put together emulating the angles encountered. This mockup shall be metalized by the coating applicator, disassembled and adhesion testing shall be performed on the metalizing in the acute angle, per these specifications. If the mockup fails the adhesion test, the applicator shall change the application technique and/or adjust equipment to obtain proper adhesion results, thickness measurements and appearance requirements in acute angles.

Job Control Record (JCR)

The Contractor shall keep a Job Control Record, detailing the essential job information and the in-process quality control checkpoints required by this standard. The JCR shall include information on safety precautions, and the equipment, parameters, and procedures for surface preparation, thermal spraying, and sealing. Failure to perform production work in a manner consistent with the JCR guidelines will be cause for rejection.

MATERIALS

A. METALIZING

Certified alloy wire is required, and shall be composed of 85% zinc and 15% aluminum by weight. Wire shall meet the requirements of ASTM B-833 Standard Specification for Zinc and Zinc Alloy Wire for Thermal Spraying (Metalizing) for the Corrosion Protection of Steel. The Contractor shall submit a certificate with results of testing for chemical analysis to the DCES, for each lot of wire used on the job. The Contractor shall obtain written certification from the manufacturer of the alloy and will provide the certifications for each lot of wire a minimum of five business days prior to commencement of metalizing.

The metalizing 85/15 alloy shall have a minimum tensile bond of 700 psi.

B. ABRASIVE FOR BLAST CLEANING

Blast media shall be angular steel grit, angular aluminum oxide, or angular crushed slag, evaluated per SSPC-AB 3 for new abrasive material, and shall be capable of producing an angular anchor tooth profile. If abrasive material is to be recycled, the abrasive material shall be

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evaluated prior to each reuse per the requirements of SSPC-AB 2. Use of silica sand, steel shot, or any other abrasives that result in a round surface profile is prohibited.

C. SEALER

Sealer shall UV resistant and be a urethane or epoxy polyamide penetrating sealer, type as recommended by the supplier for use on metalized surfaces. The sealer shall be VOC compliant for use in New York State. Sealer shall be of such viscosity to penetrate pores in metalized coating.

D. SUBMITTALS

The metalizing applicator shall submit the detailed procedures for surface preparation, metalizing application, and application of sealer coat, conforming to these specifications. The procedures shall detail the equipment, application process, in-process quality control, and Job Control Record to be used for the contract work. The information shall include:

1. Detailed procedures for surface preparation, thermal spraying, seal coating, and the in-process quality control checkpoints.
2. Equipment (surface preparation, thermal spraying, seal coating, and the in-process quality control) to be used and for which the detailed procedures apply.
3. Product Data and MSDS sheets for sealer.
4. Blasting media, thermal spray feedstock materials, and seal coat product.
5. Job Reference Standard.
6. Job Reference Standard test results report.
7. Job Control Record.
8. Repair of defective coatings per ANSI/AWS C2.18.
9. Certification of Class B slip coefficient and creep resistance. The certification shall include the written test results, including the thickness range required to meet the certification. Certification of Class B slip and creep resistance is not required for metalized to metalized faying surfaces meeting the requirements of this specification.

This information shall be submitted at least 10 work days prior to the schedule start of the Job Reference Standard (JRS).

CONSTRUCTION DETAILS

A. SURFACE PREPARATION

Prior to blast cleaning, steel surfaces shall be Solvent Cleaned in accordance with SSPC-SP 1, Solvent Cleaning, to remove all visible oil, grease, dirt, salt, and other contaminants. Then, all surfaces to be metalized shall be cleaned to SSPC-SP 10, Near-White Blast Cleaning, standards. All cleaning and coating shall be performed at the same facility. Surface finish and cleanliness shall be confirmed according to SSPC-VIS 1 standards. In the event of a dispute, the written SSPC SP-10 standard will take precedence.

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Unacceptably hard surfaces, as defined by section 602 of the NYSDOT Steel Construction Manual, shall be removed by grinding, machining, or approved heat treating procedures, prior to abrasive blasting.

The substrate shall have an angular anchor tooth profile of 3 to 5 mils. Surface Profile measurements shall be made using X-course profile tape and a micrometer, as outlined in ASTM D4417. "Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel/NACE Standard RP0287, Field Measurement of Surface Profile of Abrasive Blast Cleaned Steel Surfaces Using a Replica Tape." Spot measurements shall be made approximately every 2000 ft² for automated blasting or 200 ft² for manual blasting. Take three measurements for each spot in an area approximately 1.5 in². Average the measurements and record in the Job Control Record.

Compressed air shall be free of oil and water and shall meet ASTM D4285, method for Indicating Oil or Water in Compressed Air. Utilize a compressed air system capable of delivery at the nozzle of 125 cfm at 120 psi. To minimize any contamination, use an oil/water separator on the airline. 120 psi of compressed air maintains the proper atomization of the molten wire producing the optimum spray pattern.

B. SYSTEM REQUIREMENTS

Only certified spooled metalizing wire, which is properly drawn, spooled and packaged, shall be used.

The metalizing equipment shall be set up, calibrated, and operated according to the manufacturer's instructions and technical manuals or the metalizing applicator's refinement thereto and as validated by the Job Reference Standard.

Spray parameters shall be set for spraying the specified thermal spray material and, at a minimum, be validated with the bend test. A bend test shall be satisfactorily performed at the beginning of crew and shift change.

A copy of the spray parameters used shall be attached to the Job Control Record.

C. SUBSTRATE CONDITION

The steel surface temperature shall be at least 5°F above the dew-point.

For flame spraying, preheat the initial starting area to a minimum of 250°F to prevent condensation of moisture in the flame onto the substrate. Validate preheating and non-preheating requirements with a tensile bond measurement and a bend test.

Time between the completion of the final anchor-tooth blasting (or final brush blasting) and the completion of the thermal spraying shall be no greater than six hours for steel substrates. In high-humidity and damp environments, shorter holding periods shall be used. If rust bloom or a

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degraded coating appears at any time within the six-hour window, the procedure outlined in Section F, Surface or Coating Degradation shall be followed.

Extension of Time of Application

In low-humidity environments or in enclosed spaces using industrial dehumidification equipment, it will be possible to retard the oxidation of the steel and hold the surface finish for more than six hours. The metalizing applicator, with the approval of the DCES, can validate a holding period greater than six hours by determining the acceptable temperature-humidity envelope for the work enclosure by spraying and analyzing bend coupons and tensile-bond coupons.

A 1-mil to 2-mil flash coat of the metalizing may be applied within six hours of completing surface preparation to extend the holding period for up to four further hours beyond the complete application of the flash coat. The final metalizing thickness, however, shall be applied within four hours of the completion of the application of the flash coat provided the metalizing can be maintained free of contamination.

Validate the use of the flash TSC holding period with a tensile-bond measurement and a bend test.

- Clean and abrasive blast a representative job area and three bend-test coupons.
- Apply a flash metalizing to the representative job area and the three bend coupons.
- Wait the delay period in representative environmental conditions and apply the final metalizing thickness.
- Perform adhesion test and bend test on coupons.
- Flash metalizing and holding period are acceptable if the tensile bond and the bend test are satisfactory.

D. METALIZING

The applied 85/15 alloy metalizing thickness shall be a minimum of 12 mils, with a tolerance of - 0 and + 4 mils. For each coated component, the applied thickness shall be measured using a SSPC PA2 type 2 fixed probe gauge properly calibrated per certified coating thickness calibration standards, and measurements shall be recorded in the Job Control Report (JCR). Use a measurement line to measure the peaks and valleys of the metalizing, taking the average value of five readings along a line at 1.0 in. intervals. For complex geometries and geometric transitions, use a measurement spot approximately 1.5 square inches, and do not measure the peaks and valleys of the metalized coating. Record all measurements in the JCR. If upon inspection, and prior to sealer application, the metalizing thickness is less than the above stated requirements, the applicator shall apply additional metalizing to meet the thickness requirements.

No coating shall be applied unless the following conditions are met:

- The receiving surface shall be clean and absolutely dry.
- The surface temperature and ambient air temperature are as recommended by the coating equipment's manufacturer, except in no case shall coating work be performed when surface and ambient air temperatures are less than 40°F.

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- The receiving surface temperature shall be at least 5°F above the dew point.
- The relative humidity shall not exceed 85%.

All coating applied in violation of these conditions shall be completely removed, and the affected surface cleaned and recoated in accordance with the stated requirements at no additional cost to the State.

Any staining that does occur shall be removed in a manner that does not cause damage to the seal or metalized coatings, at no cost to the State.

Surface Roughness: Surface roughness of the metalized coating shall be less than 4 mils in order to avoid unfilled valleys and low areas in the film.

E. SEALER

Sealer shall be applied and cured according to the paint manufacturer's instructions for use with metalizing, or as directed by the Engineer.

The seal coat shall be thin enough to penetrate into the body of the metalizing and seal the interconnected surface porosity. Typically the seal coat is applied at a spreading rate resulting in a theoretical 1.5 mil dry-film thickness.

Sealer shall be applied as soon as possible after thermal spraying, but shall be applied within eight hours after application of metalizing. If a sealer cannot be applied within eight hours, it shall be verified that the metalizing (a) has not been contaminated by visual inspection (10x), and (b) is dust-free (10x) using the clear cellophane tape test per ISO 8502-3 before applying the sealer.

If moisture is present or suspected in the pores of the metalizing, the steel shall be heated to 250 °F to remove the moisture prior to seal coat application. When possible, the steel shall be heated from the reverse side of the metalizing to minimize oxidation and contamination of the metalizing prior to sealing.

During application of the seal coat, it shall be visually validated that there was complete coverage of all intended areas. Companion steel coupons positioned near the metalizing shall receive a seal coat as well. The wet and dry film thicknesses of the seal coat on these companion coupons shall be used to verify that the correct thickness of seal coat is being applied to the metalizing. Measurements shall be recorded in the JCR.

The sealer shall not be applied to faying surfaces prior to assembly. Faying surfaces of all bolted connections shall be masked prior to application of the seal coat. Touch-up field sealant shall be applied after assembly of the connection.

F. SURFACE OR COATING DEGRADATION

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If rust bloom, blistering or a degraded coating appears at any time during the application of the metalizing, the following procedure applies:

1. Stop spraying.
2. Mark off the satisfactorily sprayed area.
3. Call the Thermal Spray Inspector/Foreman to observe and evaluate the error.
4. Report the deficiency to the purchaser and record the deficiency.
5. Repair the unsatisfactory area by removing the degraded metalizing, re-blast to a minimum near-white metal finish (SSPC-SP 10 standard), and returning to the specified anchor tooth profile depth.
6. Recoat the blasted area as per this specification.
7. Record the actions taken to resume the job in the JCR.

G. FIELD REPAIRS

The only field work allowed to be done under this item is touch-up work after all steel erection and all concrete placement has been completed. All areas requiring field repairs shall be clearly marked. All the requirements of this specification shall apply to field coating material with the following modifications:

1. All dirt, grease and other foreign matter shall be removed in accordance with SSPC-SP 1, Solvent Cleaning. Clean the damaged area of all loose and cracked coating by power tool to bare metal in accordance with SSPC-SP 11, Power Tool Cleaning to Bare Metal.
2. Roughen the damaged area and the surrounding 2 inches to produce a suitable anchor for the coating. All repaired areas shall be tested for proper anchor tooth profile in accordance with ASTM D4417 and as per this specification.
3. All damage to the coating system shall be corrected by the contractor in accordance with the requirements of this specification and to the satisfaction of the Engineer at no additional cost to the State.
4. The overlap of thermal spray edges shall be tested for proper adhesion at each repair location in accordance with this specification.

H. ADHESION TEST

Random adhesion testing shall be performed for each coated component, utilizing self aligning portable pull-off adhesion testing equipment, in accordance with ASTM D 4541 standards. The minimum tensile bond value shall be 700 psi.

Use adhesive recommended by the instrument manufacturer, or equivalent. Attach adhesive manufacturer's instructions to the job control record.

One portable tensile-bond measurement shall be made every 500 ft². If the tensile bond is less than the contract specification, additional tensile bond measurements shall be made to identify the limits or boundaries of the degraded metalizing. The degree of added testing that is necessitated by coating deficiencies will be solely determined by the State, and shall be performed at no added cost to the State. Any degraded metalizing shall be removed and reapplied as per Section F, Surface or Coating Degradation. The tensile force shall be measured

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to 700 psi. The tensile force shall then be reduced and the tensile fixture removed without damaging the metalizing.

I. BEND TEST

Conduct a bend test at the beginning of each work shift or crew change:

1. Use carbon steel coupons of approximate dimensions 2 in. x 4 in. to 8 in. x 0.050 in.
2. Surface preparation according to contract specification.
3. Spray 12-mil to 15-mil thick metalizing in crossing passes, laying down approximately 3 to 4 mils for each pass.
4. Bend coupons 180° around a 0.5-in. diameter mandrel.
 - a. Bend test passes if there is no cracking or only minor cracks with no spalling or lifting (by a knife blade) from the substrate.
 - b. Bend test fails if the coating cracks with lifting (by a knife blade) from the substrate.

Bend test shall be performed on coupons without sealant coats.

J. WEATHER CONSIDERATIONS:

Thermal spraying in low-temperature environments (below freezing):

Substrate shall meet the surface temperature and holding period specified in Section C, Substrate Condition. No moisture or condensation is permissible on the surface during surface preparation and thermal spraying.

Qualify metalizing period with a tensile-bond measurement and a bend test. Meet the tensile bond and metallographic requirements specified herein.

METHOD OF MEASUREMENT

This work will be measured on a lump sum basis.

BASIS OF PAYMENT

The lump sum price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

Note: “nn” denotes a serialized pay item.

572.00020101	Metalizing, Type 1
572.00020201	Metalizing, Type 2
572.00020301	Metalizing, Type 3
572.00020401	Metalizing, Type 4
572.00020501	Metalizing, Type 5
572.00020601	Metalizing, Type 6

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

The contractor shall cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated and detailed on the plans and as directed by the Engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

Existing pavement and overlay shall be cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections, using appropriate equipment. After the pavement has been cut through, the Contractor may use pry bars, pneumatic tools or other methods, to pry loose the pavement to be removed from the pavement that is to remain. A pavement breaker may be used to break up the pavement to be removed after the pavement has been completely cut through and completely free from the pavement to remain.

When pavement cutting is called for in the Contract documents, if a neat vertical face with minimal shatter is obtained by performing an adjacent operation (such as milling) which eliminates the need to perform a separate pavement cutting operation, payment will be made for both the pavement cutting item and the item for the adjacent operation.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired at no additional cost to the State. Pavement cutting that the contractor chooses to do for his/her own convenience shall not receive any additional payment from the State.

METHOD OF MEASUREMENT:

The quantity to be measured will be the number of linear feet of pavement cutting satisfactorily completed.

BASIS OF PAYMENT:

The unit price bid per linear foot of pavement cutting shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment for prying, breaking, removal and disposal of cut pavement shall be made through other appropriate items.

ITEM C634.9901 – TESTING LABORATORY SERVICES

DESCRIPTION:

This item shall provide funds for the services of a testing agency to be selected by the County.

MATERIALS:

None.

DESCRIPTION OF WORK:

The Contractor shall obtain the services of a Testing Agency for the purposes of providing on-site and laboratory material testing services. The Contractor shall submit for approval to Engineer the Testing Agency and a Cost Schedule for various testing services anticipated for this project. The Contractor shall enter into a contract with the Testing Agency utilizing the provided schedule of costs. Services of the Testing Agency shall be utilized as ordered by the County or the County's representative.

The Testing Agency shall invoice the Contractor directly for all services rendered relating to this project, as ordered by the County or the County's representative. The Contractor shall be solely responsible for the timely payment of such invoices.

METHOD OF MEASUREMENT:

This work will be measured for payment by the dollar amount shown on the invoice issued to the Contractor by the Testing Agency reflecting charges for services rendered, as ordered by the County or the County's representative, in conformance with the Cost Schedule.

The lump sum of money shown in the itemized proposal for this work will be considered the price bid even though payment will be made for the invoiced cost for testing services. Should the Bidder alter the amount shown, the altered figure will be disregarded and the original price will be used to determine the total amount bid for the Contract.

BASIS OF PAYMENT:

Monthly payments for this work will be the actual cost invoiced by the Testing Agency. No markup of such invoices will be allowed. Such reimbursement will be requested by the Contractor as part of the normal (monthly) Payment Request under Item C634.9901.

ITEM C698.06 – STEEL/IRON PRICE ADJUSTMENT

The standard specifications for Item 698.06 shall apply with the exception that Section 698-3.03 is modified such that all references to “preliminary PPI” shall be replaced with “final PPI”.

SECTION H
PREVAILING WAGE RATES

SECTION H

**DEPARTMENT OF LABOR CONTRACT REQUIREMENTS
AND PREVAILING WAGE RATE SCHEDULES**

Labor classifications not appearing on the following rate sheets can be used only with the consent of the Commissioner of Public Works and then the rate to be paid will be given by the Commissioner of Public Works after advising with the State Department of Labor.

All requests for minimum wage rates for additional occupations shall be directed through the County.

The bidder shall take into account in his/her bid all changes in wage rates and supplements that may be forthcoming during the time the contract is in force.

The Contractor in the execution of the work under the contract in accordance with the provisions of the specifications and the special provisions to the specifications may submit job orders to and may also request the referral of lists of qualified applicants for the work of the NEW YORK STATE EMPLOYMENT SERVICE.



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Cattaraugus County DPW
Dawn Smith, Procurement Specialist
8810 Route 242
Little Valley NY 14755

Schedule Year 2019 through 2020
Date Requested 10/28/2019
PRC# 2019013785

Location County Road #26
Project ID# BIN 3321770
Project Type Remove 2 span bridge and replace with single span bridge

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2019 through June 2020. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "[4 Day / 10 Hour Work Schedule](#)" form (PW 30.1).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "[Public Work Project](#)" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYS DOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-

e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Cattaraugus County DPW
Dawn Smith, Procurement Specialist
8810 Route 242
Little Valley NY 14755

Schedule Year 2019 through 2020
Date Requested 10/28/2019
PRC# 2019013785

Location County Road #26
Project ID# BIN 3321770
Project Type Remove 2 span bridge and replace with single span bridge

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concerns with regard to inclusion of this information on payrolls if another identifier will suffice.

For these reasons, *the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.*

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

Construction Industry Fair Play Act

Required Posting For Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us .

WORKER NOTIFICATION

(Labor Law §220, paragraph a of subdivision 3-a)

Effective February 24, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.ny.gov or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
www.labor.ny.gov

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

https://labor.ny.gov/workerprotection/safetyhealth/dosh_training.shtm

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

www.rit.edu/~outreach/course.php3?CourseID=54

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

<https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: mailto:japs@buffalo.edu

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_osa.cfm

3. List of trainers and training schedules for OSHA outreach training at:

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of \$250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training “prior to the performing any work on the project.”

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

**Regarding Use of Form PW30.1
(Previously 30R)**

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

To use the ‘4 Day / 10 Hour Work Schedule’:

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

AND

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30.1 Form.

REMEMBER...

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30.1 Form.

Do not write in any additional Classifications or Counties.

(Please note : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30.1

(Previously 30R)

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

Before completing Form PW30.1 check to be sure ...

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company’s Phone and Fax numbers; and the Company’s email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
 - Go to pages 2 and 3 of the form
 - Place a checkmark in the box to the right of the Job Classification you are choosing
 - Mark all Job Classifications that apply

Do not write in any additional Classifications or Counties.

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company , and the date the registration is filled out

Return Completed Form:

- **Mail** the completed PW30.1 form to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 **-OR-**
- **Fax** the completed PW30.1 form to: NYSDOL Bureau of Public Work at (518)485-1870



Bureau of Public Work Harriman
State Office Campus
Building 12, Room 130
Albany, New York 12240
Phone: (518) 457-5589 | Fax: (518) 485-1870
www.labor.ny.gov

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing this form, make sure that:

- There is a Dispensation of Hours in place on the project.
The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please type or print the requested information and then mail or fax to the address above.

Contractor Information

Company Name: FEIN:
Address:
City: State: Zip Code:
Phone No: Fax No: Email:
Contact Person:
Phone No: Fax No: Email:

Project Information

Project PRC#: Project Name/Type:
Exact Location of Project: County:
(If you are Subcontractor)
Prime Contractor Name:

Job Classification(s) to Work 4/10 Schedule: (Choose all that apply on Job Classification Checklist - Pages 3-8)
*** Do not write in any additional Classifications or Counties***

Requestor Information

Name:
Title: Date:

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under **Entire Counties & Partial Counties**.

- | | | | |
|-----|-----------------------------|-----|---------------------------------|
| 1. | Albany County | 33. | Oneida County |
| 2. | Allegany County | 34. | Onondaga County |
| 3. | Bronx County | 35. | Ontario County |
| 4. | Broome County | 36. | Orange County |
| 5. | Cattaraugus County | 37. | Orleans County |
| 6. | Cayuga County | 38. | Oswego County |
| 7. | Chautauqua County | 39. | Otsego County |
| 8. | Chemung County | 40. | Putnam County |
| 9. | Chenango County | 41. | Queens County |
| 10. | Clinton County | 42. | Rensselaer County |
| 11. | Columbia County | 43. | Richmond County (Staten Island) |
| 12. | Cortland County | 44. | Rockland County |
| 13. | Delaware County | 45. | Saint Lawrence County |
| 14. | Dutchess County | 46. | Saratoga County |
| 15. | Erie County | 47. | Schenectady County |
| 16. | Essex County | 48. | Schoharie County |
| 17. | Franklin County | 49. | Schuyler County |
| 18. | Fulton County | 50. | Seneca County |
| 19. | Genesee County | 51. | Steuben County |
| 20. | Greene County | 52. | Suffolk County |
| 21. | Hamilton County | 53. | Sullivan County |
| 22. | Herkimer County | 54. | Tioga County |
| 23. | Jefferson County | 55. | Tompkins County |
| 24. | Kings County (Brooklyn) | 56. | Ulster County |
| 25. | Lewis County | 57. | Warren County |
| 26. | Livingston County | 58. | Washington County |
| 27. | Madison County | 59. | Wayne County |
| 28. | Monroe County | 60. | Westchester County |
| 29. | Montgomery County | 61. | Wyoming County |
| 30. | Nassau County | 62. | Yates County |
| 31. | New York County (Manhattan) | | |
| 32. | Niagara County | | |

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Carpenter – Building	276B-All	7	2 ,5	
Carpenter – Building	276B-Cat	15	5	
Carpenter – Building	276-B-LIV	26, 28, 35, 59	61	
Carpenter – Building	276B-Gen	19, 32, 37	61	
Carpenter – Heavy & Highway	276HH-All	2, 5, 7		
Carpenter – Heavy & Highway	276HH-Erie	15		
Carpenter – Heavy & Highway	276HH- Gen	19, 32, 37, 61		
Carpenter – Heavy & Highway	276HH-Liv	26, 28, 35, 59		
Carpenter – Residential	276R-All	7	2, 5	
Carpenter – Building	277B-Bro	4, 54		
Carpenter – Building	277B-CAY	6, 50, 62		
Carpenter – Building	277B-CS	8, 12, 49, 51, 55	2	
Carpenter – Building	277 JLS	23, 25, 45		
Carpenter – Building	277 omh	22, 27, 33		
Carpenter – Building	277 On	34		
Carpenter – Building	277 Os	38		
Carpenter – Building	277CDO Bldg	9, 13, 39		
Carpenter – Heavy & Highway	277CDO HH	9, 13, 39		
Carpenter – Heavy & Highway	277HH-BRO	4, 6, 8, 12, ,22, 23, 25, 27, 33, 34, 38, 45, 49, 50, 51, 54, 55, 62		
Carpenter – Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		
Carpenter – Building	291B-Cli	10, 16, 17		
Carpenter – Building	291B-Ham	21, 57, 58		
Carpenter – Building	291B-Sar	46		
Carpenter – Heavy & Highway	291HH-Alb	1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Electrician	25m	30, 52		
Electrician – Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	
Electrician	840 Teledata and 840 Z1	62	6, 34, 35, 50, 59	
Electrician	910	10, 16, 17, 23, 25, 45		
Electrical Lineman	1049Line/Gas	30, 41, 52		
Electrical Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		
Electrical Lineman	1249a West	60		
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		
Electrical Lineman	1249aWestLT	60		
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		
Insulator – Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		
Laborer – Building	621b	2, 7	5	
Laborer – Building	633 bON	34		

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborer – Building	633b Cay	6		
Laborer – Building	633bOS	38		
Laborer – Building	785(7)	4	9, 13, 54	
Laborer – Building	785B-CS	8, 51	49	
Laborer – Building	7-785b	12, 55	49, 54	
Laborers – Heavy & Highway	157h/h	47	18, 29, 46	
Laborers – Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	
Laborers – Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	
Laborer – Residential	621r	2, 7	5	
Laborers – Tunnel	157	47	18, 29, 46	
Laborers – Tunnel	35T	21, 22, 27, 33	18, 29	
Laborers – Tunnel	190	1, 42, 58	11, 20, 46	
Mason – Building	2TS.1	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Mason – Building	2TS.2	22, 23, 25, 33, 45	27	
Mason – Building	2TS.3	6, 34, 38	27	
Mason – Building	2b-on	34		
Mason – Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	
Mason – Building	2b.2	22, 33	25	
Mason – Building	2b.3	6, 34	27	
Mason – Building	2b.4	38		
Mason – Building	2b.5	23	25	
Mason – Building	2b.6	45		
Mason – Building	2b.8	10, 16, 17	57	
Mason – Building	3b-Co-Z2	8, 49, 51	2	
Mason – Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building – Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building	3B-Bing-Z2	4, 9, 13, 39, 54		
Mason – Building	3B-lth-Z2	12, 55		

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason – Building	3B-Jam-Z2	7	2, 5	
Mason – Building – Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	
Mason – Building	3B-Z3	15, 32	5	
Mason – Building	3B-Z3.Orleans	37		
Mason – Residential	3B-Z3R	15, 32	5	
Mason – Residential	3B-z3R.Orleans	37		
Mason - Heavy & Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	
Mason – Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3	15, 32, 37	5	
Mason – Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3R	15, 32, 37	5	
Mason – Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter	3TS-Z3	15, 32, 37	5	
Mason – Tile Setter Residential	3TS-Z3R	15, 32, 37	5	
Mason – Building/Heavy & Highway	780	3, 24, 30, 31, 41, 43, 52		
Operating Engineer - Heavy & Highway	137H/H	40, 60	14	
Operating Engineer – Heavy & Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	
Operating Engineer – Heavy & Highway	158-H/H	1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58		
Operating Engineer – Heavy & Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		
Painter	150	28, 59, 62	26, 35	

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Painter	178 B	4, 9, 54		
Painter	178 E	8, 49	51	
Painter	178 I	12, 55		
Painter	178 O	13, 39		
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	
Painter	38.O		38	
Painter	38.W	23, 45	25	
Painter	4- Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	
Painter	4-Jamestown		5, 7	
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		
Teamsters – Heavy & Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	
Teamsters – Heavy & Highway	317bhh	6, 12, 50, 51, 55, 62	2	
Teamsters - Building/Heavy & Highway	456	40, 60		

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Cattaraugus County General Construction

Boilermaker **10/01/2019**

JOB DESCRIPTION Boilermaker **DISTRICT 12**

ENTIRE COUNTIES
 Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates

WAGES

Per hours:	07/01/2019	01/01/2020
		Additional
Boilermaker	\$ 34.10	\$ 1.25

The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 30.15*

*NOTE: \$28.91 of this amount is for every Hour "Paid"

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st Term at 12 Months
 Terms 3-8 at 6 Months

Per Hour:

1st 65%					
3rd 70%	4th 75%	5th 80%	6th 85%	7th 90%	8th 95%

Supplemental Benefits per hour:

1st to 6th	\$ 29.15**
7th to 8th	\$30.15***

**NOTE: \$27.91 of this amount is for every Hour "Paid"

***NOTE: \$28.91 of this amount is for every Hour "Paid"

12-7

Carpenter - Building **10/01/2019**

JOB DESCRIPTION Carpenter - Building **DISTRICT 12**

ENTIRE COUNTIES

Chautauqua

PARTIAL COUNTIES

Allegany: Entire county except the Township of Alfred.
 Cattaraugus: Entire county except the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2019
Carpenter	\$ 27.10
Floorlayer	27.10
Certified Welder	28.10
Hazardous Waste Worker	28.60
Diver-Dry Day	28.10
Dive Tender	28.10
Diver-Wet Day**	61.25

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

** Diver rate applies to all hours worked on the day of dive.

Depth pay for divers:	0' to 80'	no additional fee
	81' to 100'	additional \$0.50 per foot
	101' to 150'	additional \$0.75 per foot
	151' and deeper	additional \$1.25 per foot
Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional \$0.75 per foot
	101' and deeper	additional \$1.00 per foot

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s)	\$ 19.45
Diver Wet	19.45
Diver Dry & Tender	19.45

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's base wage:

Indentured Prior to 1/1/2016

1st	2nd	3rd	4th
50%	60%	70%	80%

Indentured After 01/01/2016

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%

Supplemental benefits per hour worked:

1st	2nd	3rd	4th	5th
\$11.69	\$11.69	\$14.29	\$14.29	\$14.29

12-276B-All

Carpenter - Building

10/01/2019

JOB DESCRIPTION Carpenter - Building

DISTRICT 12

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Townships of Persia and Perrysburg

WAGES

Per hour: 07/01/2019

Building:

Carpenter	\$ 32.40
FloorLayer	32.40
Certified Welder	33.40
Hazardous Waste Worker	33.90
Diver-Dry Day	33.40
Diver Tender	33.40
Diver-Wet Day***	61.25

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

*** Diver rate applies to all hours worked on the day of dive.

Depth pay for divers:	0' to 80'	no additional fee
	81' to 100'	additional \$0.50 per foot
	101' to 150'	additional \$0.75 per foot
	151' and deeper	additional \$1.25 per foot
Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional \$0.75 per foot
	101' and deeper	additional \$1.00 per foot

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s)	\$ 28.18
Diver(s)	28.18

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's base wage:

Indentured Prior to 01/01/2016

1st	2nd	3rd	4th
50%	60%	70%	80%

Indentured After 01/01/2016

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th	5th
\$11.75	\$11.75	\$14.35	\$14.35	\$14.35

12-276B-Cat

Carpenter - Building / Heavy&Highway

10/01/2019

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour:	07/01/2019	07/01/2020	07/01/2021
		Additional	Additional

Carpenter - ONLY for
 Artificial Turf/Synthetic

Sport Surface \$ 30.88 \$ 1.15 \$ 1.15

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.10

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5) on HOLIDAY PAGE

Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

1st year term	\$ 11.55
2nd year term	11.55
3rd year term	14.15
4th year term	14.15

2-42AtSS

Carpenter - Heavy&Highway

10/01/2019

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua

WAGES

Per hour: 07/01/2019

Carpenter	\$ 31.23
Certified Welder	32.73
Diver-Dry Day	32.23
Diver-Wet Day**	56.23
Dive Tender	32.23
Hazardous Waste Worker	33.23
Pile Driver	35.11
Millwright	33.38
Effluent & Slurry Diver-Dry Day	48.35
Effluent & Slurry Diver-Wet Day	84.35

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

** Diver rate applies to all hours worked on the day of the dive.

Depth pay for divers:	0' to 50'	no additional fee
	51' to 100'	additional \$0.50 per foot
	101' to 150'	additional \$0.75 per foot
	151' to 200'	additional \$1.25 per foot
Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional \$0.75 per foot
	101' to deeper	additional \$1.00 per foot

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s)	\$ 23.10
Diver Wet	24.44
Diver Dry & Tender	24.44
Pile Driver	25.05

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

Indentured Prior to 01/01/2016

1st	2nd	3rd	4th
55%	60%	70%	80%

Indentured After 01/01/2016

1st	2nd	3rd	4th	5th
55%	60%	65%	70%	80%

Supplemental benefits per hour worked:

1st	2nd	3rd	4th	5th
\$11.55	\$11.55	\$14.15	\$14.15	\$14.15

12-276HH-All

Electrician

10/01/2019

JOB DESCRIPTION Electrician

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Townships of Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield, Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawanda Creek; the City limits of Batavia (in effect prior to Feb. 1, 1970) and State Highway 98 north of the City of Batavia, then north on Highway 98 to the Orleans County line.

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Java, Orangeville, Sheldon and Wethersfield.

WAGES

Per hour:	07/01/2019	06/01/2020
		Additional
Electrician*	\$ 35.64	\$1.80

* Includes teledata work

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

17.3% for work from 4:30PM - 1:00AM

31.4% for work from 12:30AM - 9:00AM

Additional \$0.50/hr in shafts over 25 ft. deep and in underground tunnels over 75 ft. long.

Additional \$0.75/hr for work on toothpicks, structural steel, temporary platforms, swinging scaffolds, boatswain chairs, smoke stacks or water towers 30 ft above the floor or for work on rolling scaffolds and ladders over 50 ft.

Additional \$1.50/hr for Cable Splicers on such work as lead, and shielded cable and splices or terminations on cable 5KV and above.

Additional \$1.00/hr for Hot work (Atomic plants).

Additional \$2.00/hr for work on radio, TV, light towers and floating platforms or climbing ladders in excess of 100 ft. high.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.10*

* NOTE - add 3% of the posted straight time or applicable premium wage rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following wages:

0 to 1000 to 2000 to 3500 to 5000 to 6500 to 8000
 \$ 13.20 \$ 14.25 \$ 16.05 \$ 19.60 \$ 24.95 \$ 28.50

Supplemental benefits per hour:

0 to 1000 to 5000 to 8000
 \$ 12.51* \$ 22.75* \$ 28.10*

* NOTE - add 3% of the posted straight time or applicable premium wage rate.

3-41

Electrician

10/01/2019

JOB DESCRIPTION Electrician

DISTRICT 3

ENTIRE COUNTIES

Chautauqua

PARTIAL COUNTIES

Allegany: Only the Townships of Alma, Bolivar, Centerville, Clarksville, Cuba, Friendship, Genesee, New Hudson, Rushford, Wirt and that portion of the Townships of Amity, Angelica, Belfast, Caneadea and Scio that are west of the Genesee River.
 Cattaraugus: Only the Townships of Allegany, Carrollton, Cold Spring, Conewango, Dayton, Great Valley, Hinsdale, Humphrey, Ischua, Leon, Little Valley, Napoli, Olean, Portville, Red House, Randolph, Salamanca and South Valley.

WAGES

Per hour:	07/01/2019	01/01/2020 Additional	01/01/2021 Additional
Electrician*	\$ 36.51	\$ 1.70	\$ 1.90

* Includes teledata work.

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

17.3% for work from 4:30PM - 1:00AM

31.4% for work from 12:30AM - 9:00AM

Additional 15% above wage for work 40' above floor, or in underground mines or tunnels or from suspension-type personnel lift equipment.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 22.41*

NOTE - add 3% of the posted straight time or applicable premium wage rate.

* NOTE - \$10.72 of this amount is paid at straight time, the remaining balance of \$11.69 is paid at the same premium as the wages.

OVERTIME PAY

See (B, *E, Q) on OVERTIME PAGE

* Double-time for all work on Saturday in excess of 10 hours.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to	1001 to	2001 to	2751 to	3501 to	4251 to	5001 to	5751 to	6601 to	7351 to
1000	2000	2750	3500	4250	5000	5750	6600	7350	8200
40%	45%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental benefits per hour:

07/01/2018

\$ 8.27 \$ 8.27 \$ 14.89* \$ 15.27* \$ 18.32* \$ 18.90* \$ 19.49* \$ 20.07* \$ 20.66* \$ 21.24*

NOTE - add 3% of the posted straight time or applicable premium wage rate to all terms.

* Note - \$10.72 of this amount is paid at straight time, the remaining balance is paid at the same premium as the wages.

3-106

Elevator Constructor

10/01/2019

JOB DESCRIPTION Elevator Constructor

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2019
Elevator Constructor	\$ 49.81
Helper	34.87

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:	\$ 33.71
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Note - add 6% of regular hourly rate for all hours worked.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid:	See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime:	See (5, 6, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year (1,700 hour each) terms at the following percentage of Journeyman's wage:

1st*	2nd	3rd	4th
55%	65%	70%	80%

Supplemental benefits per hour:	\$ 33.71
---------------------------------	----------

* Note - 0-6 months of the 1st year term is paid at 50% of Journeyman's wage with no Supplemental benefits.

Note - add 6% of regular hourly rate for all hours worked.

3-14

Glazier

10/01/2019

JOB DESCRIPTION Glazier

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2019	05/01/2020	05/01/2021
		Additional	Additional
Glazier	\$ 27.12	\$ 1.20	\$ 1.20
Working off Suspended Scaffold (Swing Stage)	28.12	1.20	1.20
Maintenance	16.94*	0.85	0.90

* Note - This rate to be used only for all repair and replacement work such as glass breakage, glass replacement, door repair and board ups.

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeymen Glazier	\$ 22.50
Maintenance	14.20

OVERTIME PAY

See (B, E2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE for Glazier and Glazier Apprentices.
 Paid: See (5, 6) on HOLIDAY PAGE for Maintenance
 Overtime: See (5, 6) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

Glazier: 1000 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	90%

Supplemental benefits per hour:

1st & 2nd terms	\$ 7.95
3rd & 4th terms	8.80
All other terms	10.20

3-660

Insulator - Heat & Frost

10/01/2019

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

PARTIAL COUNTIES

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield and Pembroke.

WAGES

Per Hour: 07/01/2019
 Heat & Frost Insulator \$ 33.70

SUPPLEMENTAL BENEFITS

Per hour: \$ 23.89

OVERTIME PAY

See (B, *E, **Q) on OVERTIME PAGE
 * Note - Double time after 10 hours on Saturday.
 ** Note - Triple time on Labor Day if WORKED.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour:

1st and 2nd	\$ 18.99
All other terms	\$ 23.89

3-4

Ironworker

10/01/2019

JOB DESCRIPTION Ironworker

DISTRICT 3

ENTIRE COUNTIES

Cattaraugus, Chautauqua

PARTIAL COUNTIES

Allegany: Entire county except the Towns of Birdsall, Burns and Grove.
 Erie: All except the Town of Grand Island north of Whitehaven Road.
 Genesee: Only the Townships of Alabama, Alexander, Darien and Pembroke
 Steuben: Only the Townships of Canisteo, Freemont, Greenwood, Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg and West Union
 Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Gainsville, Java, Orangeville, Pike, Sheldon, Warsaw and Wethersfield.

WAGES

Per hour:	07/01/2019	07/01/2020 Additional	07/01/2021 Additional
Structural	\$ 31.10	\$ 1.25	\$ 1.25
Ornamental	31.10	1.25	1.25
Layout	31.10	1.25	1.25
Rodmen	31.10	1.25	1.25
Reinforcing	31.10	1.25	1.25
Welders	31.10	1.25	1.25
Riggers & Mach. Movers	31.10	1.25	1.25
Curtain Wall Erector	31.10	1.25	1.25
Window Erector	28.75	1.25	1.25
Fence Erector	29.67	1.25	1.25

SUPPLEMENTAL BENEFITS

Per hour:

Fence erectors	\$ 27.15
All others	28.65

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
\$ 16.50	\$ 18.50	\$ 20.50	\$ 22.50

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 12.08	\$ 21.66	\$ 23.02	\$ 24.39

3-6

Laborer - Building

10/01/2019

JOB DESCRIPTION Laborer - Building

DISTRICT 3

ENTIRE COUNTIES

Allegany, Chautauqua

PARTIAL COUNTIES

Cattaraugus: Entire county except the Town of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2019	07/01/2020 Additional	07/01/2021 Additional
Basic and Flagman	\$ 24.27	\$ 1.00	\$ 1.10
Blaster, Nozzelman, Curb	25.27	1.00	1.10
and Flatwork Formsetter not	25.27	1.00	1.10
on structures, Pipelayer	25.27	1.00	1.10
Work 40 ft. and up	24.42	1.00	1.10
Hazardous Waste	25.77	1.00	1.10
Deleader & Asbestos Removal	26.27	1.00	1.10
OSHA Level C or	26.27	1.00	1.10
greater protective suit or	26.27	1.00	1.10
any anti-contamination	26.27	1.00	1.10
clothing is required	26.27	1.00	1.10
With supplied air respirator	27.27	1.00	1.10

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Saturday may be used as a make-up day at time and one half of the hourly rate.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 17.27

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1000 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
70%	80%	85%	90%

Supplemental benefits per hour:

\$ 17.27

3-621b

Laborer - Building

10/01/2019

JOB DESCRIPTION Laborer - Building

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Townships of Perrysburg and the Village Gowanda.

WAGES

CLASS A: Basic, Safety Man, Flagman, Tool Room Man, Nurseryman, Demolition Worker, Top Man, Wrecker, IBC Barriers Except on Structures, Guard Rail, Asphalt Shovelers, Foundation Laborer over 8' in Depth, Hod Carriers, Plaster Tender, Plaster Scaffold Builder, Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns, Steel Burners.

CLASS B: Mortar Mixer, Asphalt Smoothers, Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns over 8' in depth.

CLASS C: Worker on any Swing Scaffold, Blaster, Plumbing Laborer, Wagon Drill Operator, Bottomman (caisson or cofferdam), Laser Setter, Asphalt Rakers, Asphalt Screed Man.

CLASS D: Stone Cutter, Curb Setter and Flag Layer.

CLASS E: Wearing of replaceable cartridge respirator.

CLASS F: Asbestos Removal, Deleader.

CLASS G: Hazardous Waste Worker.

Per hour:	07/01/2019	07/01/2020
Building Laborer:		Additional
CLASS A	\$ 27.88	\$ 1.75
CLASS B	28.05	1.75
CLASS C	28.16	1.75
CLASS D	28.63	1.75
CLASS E	28.88	1.75
CLASS F	29.38	1.75
CLASS G	29.88	1.75

SUPPLEMENTAL BENEFITS

Per hour: \$ 25.90

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (22) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to 500 to 1000 to 1500 to 2000 to 2500 to 3000 to 4000
55% 60% 65% 70% 75% 80% 90%

Supplemental benefits per hour:

\$ 25.90

3-210b

Laborer - Heavy&Highway

10/01/2019

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus

PARTIAL COUNTIES

Chautauqua: Only the Townships of Busti, Carroll, Chautauqua, Clymer, Ellery, Ellicott, Ellington, French Creek, Gerry, Harmony, Kiantone, Mina, North Harmony, Poland, Sherman, Stockton and the City of Jamestown.

WAGES

GROUP A: Basic, Drill Helper, Flagman, Outboard and Hand Boats. Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steel Mesh, Small Generators for Laborers' Tools, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operator (2" and Single Diaphragm), Nozzle (Asphalt, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer, Grade Checker.

GROUP B: All Rock or Drilling Machine Operators (Except Quarry Master and Similar Type), Acetylene Torch Operators and Powderman. Blasters, Curb and Flatwork Formsetters not on structures, Stone or Granite Curb Setters, Designated Asphalt Rakers (not on cold patch), Tail or Screw Operator on Asphalt Paver.

Per hour:	07/01/2019	07/01/2020	07/01/2021
		Additional	Additional
GROUP A	\$ 27.84	\$1.50	\$1.50
GROUP B	28.24	\$1.50	\$1.50

Hazardous waste removal, lead abatement, asbestos abatement add \$ 1.50

SUPPLEMENTAL BENEFITS

Per hour:

\$ 22.15

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per:

1000 hour terms at the following percentage of Journeyman's wage:

1st 2nd 3rd 4th
70% 80% 85% 90%

Supplemental benefits per hour:

\$ 22.15

3-621h Zone 1

Lineman Electrician

10/01/2019

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

	07/01/2019	05/04/2020
Lineman, Technician	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	52.05	53.50
Welder, Cable Splicer	52.05	53.50
Digging Mach. Operator	46.85	48.15
Tractor Trailer Driver	44.24	45.48
Groundman, Truck Driver	41.64	42.80
Equipment Mechanic	41.64	42.80
Flagman	31.23	32.10

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

	07/01/2019	05/04/2020
Lineman, Technician	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	52.05	53.50
Cable Splicer	57.26	58.85
Certified Welder - Pipe Type Cable	54.65	56.18
Digging Mach. Operator	46.85	48.15
Tractor Trailer Driver	44.24	45.48
Groundman, Truck Driver	41.64	42.80
Equipment Mechanic	41.64	42.80
Flagman	31.23	32.10

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

	07/01/2019	05/04/2020
Lineman, Tech, Welder	\$ 53.37	\$ 54.82
Crane, Crawler Backhoe	53.37	54.82
Cable Splicer	58.71	60.30
Certified Welder - Pipe Type Cable	56.04	57.56
Digging Mach. Operator	48.03	49.34
Tractor Trailer Driver	45.36	46.60
Groundman, Truck Driver	42.70	43.86
Equipment Mechanic	42.70	43.86
Flagman	32.02	32.89

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

	07/01/2019	05/04/2020
Lineman, Tech, Welder	\$ 54.56	\$ 56.01
Crane, Crawler Backhoe	54.56	56.01
Cable Splicer	54.56	56.01
Digging Mach. Operator	49.10	50.41
Tractor Trailer Driver	46.38	47.61
Groundman, Truck Driver	43.65	44.81
Equipment Mechanic	43.65	44.81
Flagman	32.74	33.61

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
 *Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (also required on non-worked holidays):

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

Journeyman	\$ 24.15	\$ 24.90
	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
 NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
 Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

Lineman Electrician - Teledata

10/01/2019

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

	07/01/2019	01/01/2020	01/01/2021
Cable Splicer	\$ 32.78	\$ 33.77	\$ 34.78
Installer, Repairman	\$ 31.12	\$ 32.05	\$ 33.01

Teledata Lineman	\$ 31.12	\$ 32.05	\$ 33.01
Tech., Equip. Operator	\$ 31.12	\$ 32.05	\$ 33.01
Groundman	\$ 16.49	\$ 16.99	\$ 17.50

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 4.73	\$ 4.73	\$ 4.73
	*plus 3% of wage paid	*plus 3% of wage paid	*plus 3% of wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting **10/01/2019**

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting **DISTRICT 6**

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/groundman truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
 (Ref #14.01.01)

Per hour:	07/01/2019	05/04/2020
Lineman, Technician	\$ 45.00	\$ 46.20
Crane, Crawler Backhoe	45.00	46.20
Certified Welder	47.25	48.51
Digging Machine	40.50	41.58
Tractor Trailer Driver	38.25	39.27
Groundman, Truck Driver	36.00	36.96
Equipment Mechanic	36.00	36.96
Flagman	27.00	27.72

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 24.15	\$ 24.90
	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.
Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES: Per hour. 1000 hour terms.

	07/01/2019	05/04/2020
1st term	\$ 27.00	\$ 27.72
2nd term	29.25	30.03
3rd term	31.50	32.34
4th term	33.75	34.65
5th term	36.00	36.96
6th term	38.25	39.27
7th term	40.50	41.58

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer

10/01/2019

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Per hour:

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

07/01/2019

Tree Trimmer	\$ 25.79
Equipment Operator	22.81
Equipment Mechanic	22.81
Truck Driver	18.99
Groundman	15.64
Flag person	11.27

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 9.98
	*plus 3% of hourly wage

* The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

10/01/2019

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Chautauqua

PARTIAL COUNTIES

Allegany: Entire county except the Townships of Alfred, Almond, Andover and Burns.

Cattaraugus: Entire county except the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2019	07/01/2020	07/01/2021
Building:		Additional	Additional
Bricklayer Cement	\$ 31.83	\$ 1.00	\$ 1.15
Mason, Plasterer, Stone			
Mason, Tuck Pointer			

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 20.87
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OVERTIME PAY

See (B,E,E2*,Q) on OVERTIME PAGE

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
\$ 19.08	\$ 21.90	\$ 25.21	\$ 28.53

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 12.46	\$ 14.93	\$ 16.91	\$ 18.88

5-3B - Jam - Z2

Mason - Building

10/01/2019

JOB DESCRIPTION Mason - Building

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2019
Plasterer	\$ 30.15

Additional \$3.00/hr for work on swing stage over 20 feet.

SUPPLEMENTAL BENEFITS

Per hour:	\$ 20.49
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OVERTIME PAY

Exterior work only See (B, E, E2, Q) on OVERTIME PAGE.

All other work See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following dollar amounts:

0	to 1000	to 2000	to 3000	to 4000	to 4700	to 5400	to 6000	to 7000	to 8000
\$ 12.00	\$ 14.00	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	

Supplemental benefits per hour:

Hour terms at the following dollar amounts:

0	to 4000	to 4700	to 5400	to 6000	to 8000
\$ 2.50	\$ 3.50	\$ 4.50	\$ 5.50	\$ 7.50	

3-9-Pltr

Mason - Building

10/01/2019

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per Hour:	07/01/2019
Building:	
Bricklayer	\$ 31.49
Stone Mason	31.49
Tuck Pointer	31.49

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 28.34

OVERTIME PAY

See (B,E,E2*,Q) on OVERTIME PAGE

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$ 24.87	\$ 25.39	\$ 27.12	\$ 29.63

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 10.95	\$ 16.43	\$ 20.70	\$ 24.20

5-3B-Z3

Mason - Building / Heavy&Highway

10/01/2019

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2019 07/01/2020
Cement Mason \$ 30.00 Additional \$ 1.25
Additional \$0.25 per hr for swing scaffold or exterior scaffold 42' or higher.
Additional \$1.00 per hr when required to wear respirator.

SUPPLEMENTAL BENEFITS

Per hour: \$ 31.67

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following dollar amounts:

1st	2nd	3rd	4th	5th	6th
\$ 15.00	\$ 16.50	\$ 19.50	\$ 22.50	\$ 25.50	\$ 28.50

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 8.41	\$ 11.36	\$ 11.23	\$ 14.42	\$ 16.47	\$ 19.69

3-111Erie

Mason - Heavy&Highway

10/01/2019

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Cattaraugus: Entire county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.
Erie: Only the Bricklayer classification applies.

Niagara: Only the Bricklayer classification applies.

WAGES

Per hour:	07/01/2019	07/01/2020	07/01/2021
Heavy & Highway:		Additional	Additional
Cement Mason	\$ 31.28	\$ 1.00	\$ 1.15
Bricklayer	31.28		

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 22.23

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1500 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour:

1st term	\$ 13.93
2nd - 4th term	22.23

5-3h

Mason - Tile Finisher **10/01/2019**

JOB DESCRIPTION Mason - Tile Finisher

DISTRICT 5

ENTIRE COUNTIES

Chautauqua

PARTIAL COUNTIES

Allegany: Entire County with the exception of the Towns of Alfred, Almond, Andover and Burns.
 Cattaraugus: With the exception of the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2019	07/01/2020	07/01/2021
Building:		Additional	Additional
Marble, Slate, Terrazzo and Tile Finisher	\$ 27.00	\$ 1.00	\$ 1.15

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 17.81

OVERTIME PAY

See (B,E,E2*,Q) on OVERTIME PAGE

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1st and 2nd term 1200 hours and 3rd term 1300 hours at the following percentage of Journeyman's rate:

1st	2nd	3rd
\$ 18.03	\$ 21.37	\$ 22.28

Supplemental benefits per hour:

1st	2nd	3rd
\$ 8.78	\$ 9.94	\$ 13.53

5-3TF - Z2

Mason - Tile Finisher**10/01/2019**

JOB DESCRIPTION Mason - Tile Finisher

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara, Orleans

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2019

Building:

Marble, Slate, Terrazzo and Tile Finisher \$ 29.30

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 16.13

OVERTIME PAY

See (B,E,E2*,Q) on OVERTIME PAGE

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1200 hours 1st and 2nd term and 1300 hours 3rd term at the following wage:

1st	2nd	3rd
\$ 18.74	\$ 21.31	\$ 24.13

Supplemental benefits per hour:

1st	2nd	3rd
\$ 8.44	\$ 10.43	\$ 12.17

5-3TF - Z3

Mason - Tile Setter**10/01/2019**

JOB DESCRIPTION Mason - Tile Setter

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara, Orleans

PARTIAL COUNTIES

Cattaraugus: Only in the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2019

Building:

Marble, Slate, Terrazzo and Tile Setter \$ 31.97

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 27.36

OVERTIME PAY

See (B,E,E2*,Q) on OVERTIME PAGE

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$ 24.65	\$ 25.12	\$ 26.89	\$ 29.93

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 10.87	\$ 16.35	\$ 20.53	\$ 23.45

5-3TS - Z3

Mason - Tile Setter

10/01/2019

JOB DESCRIPTION Mason - Tile Setter

DISTRICT 5

ENTIRE COUNTIES

Chautauqua

PARTIAL COUNTIES

Allegany: Entire County with the exception of the towns of Alfred, Almond, Andover and Burns.
Cattaraugus: With the exception of the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2019	07/01/2020	07/01/2021
Building:		Additional	Additional
Marble, Slate, Terrazzo and Tile Setter	\$ 32.19	\$ 1.00	\$ 1.15

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 18.16

OVERTIME PAY

See (B,E,E2*,Q) on OVERTIME PAGE

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Joureyman's wage:

1st	2nd	3rd	4th
\$ 20.14	\$ 23.24	\$ 26.32	\$ 29.42

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 9.99	\$ 11.95	\$ 13.92	\$ 15.88

5-3TS - Z2

Millwright

10/01/2019

JOB DESCRIPTION Millwright

DISTRICT 7

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Herkimer, Madison, Seneca, Tioga, Yates

WAGES

Per Hour	07/01/2019	07/01/2020
		Additional
Building	\$ 28.18	\$ 1.60
Heavy & Highway*	30.18	1.60

*Effective 5/1/2019, all Heavy and Highway Millwright construction will be paid at the rate indicated above.

NOTE - ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwright's rate, provided he/she is directed to perform certified welding.
- On building projects, if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour.
- H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional \$2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwright's rate. For the purpose of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$0.50. This amount will increase to \$1.00 on 7/1/2020.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 22.05

OVERTIME PAY

See (B, E, *E2, Q) on OVERTIME PAGE

*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on a Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

WAGES: (1) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour worked:

Appr. 1st year	\$ 10.50
Appr. 2nd year	18.59
Appr. 3rd year	19.74
Appr. 4th year	20.90

7-1163 Zone 2

Operating Engineer - Building

10/01/2019

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-Alls, Archer Hoist, Asphalt Curb and Gutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe, Backhoe and Pullhoe (tractor mounted, rubber tired), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (Pipe), Bituminous Spreader and Mixer, Blacktop Plants (Automated and Non-automated), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck (excluding pick-up and delivery), Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all concrete batching plants), Cherry Picker, Concrete Cleaning Decontamination Machine Operator, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Cutters (Vermeer or Similar Type), Concrete Mixer (over 1/2 cu yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Conveyor, Core Drill, Crane, Crusher, Decon of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Generator (10 outlets or more), Gradall, Grader, Grout or Guniting Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Helicopter (when used for hoisting), Hoist (one drum), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self-propelled), Hydraulic Pipe Jack Machine (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Hydro Crane, Hydro Hammer (or similar type), Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type loaders), Laser Screed, Locomotive, Lubrication Truck, Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self-propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Multiple Drum Hoist (more than one drum in use), Overhead Crane, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master or equivalent, Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (pipe), Rotomill, Scissors Trucks, Lift, or Boom Lift of any type (when used for hoisting), Scoopmobile, Shovel, SideBoom, Skidsteer/Bobcat (Similar Type), Skimmer, Slip Form Paver (CMI or similar type), Snorkel/Vacuum Truck, Strato-Tower, Stump Chipping Machine, Tire Truck and Drivers performing tire repair (exclude outside vendor), Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractor (when using winch power), Tractors, Trencher, Truck Crane, Truck Mechanic and Helper (exclude Teamsters when repairing their own trucks), Tunnel Shovel, Tube Finisher (CMI and similar type), Ultra High Pressure Waterjet Cutting Tool System Operator/Mechanic, Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, Boiler (used in conjunction with production), CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors (any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines - four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Form Trucks (excluding Teamster or delivery), Fuel Truck or Drivers (exclude Teamster or delivery), Heaters, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps, Revinus Widener, Steam Boilers (if manning or license by local law is required), Steam Cleaner (when used for cleaning equipment on the job site), Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building:

Per hour:	07/01/2019
Class A	\$ 37.21
Class B	32.73
Crane(Up to 60 Tons)	38.71
" (61 to 199 Tons)	40.71
" (200 to 399 Tons)	41.21
" (400 Tons or more)	41.71

Additional \$5.00/hr. for Any Tower Crane
Additional \$2.50/hr. for Hazardous Work Site
Additional \$1.00/hr. for Tunnel Work

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman \$ 29.85**

**Note: For Overtime Hours \$21.65 of this amount is paid a straight time, the remaining balance of \$8.20 is paid at the same premium as the wage.

OVERTIME PAY

See (B, E, *E2, P, **V) on OVERTIME PAGE

* Only Saturdays between October 15th and April 15th.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:
1 year Terms

1st	2nd	3rd	4th
\$27.05	\$27.94	\$28.82	\$29.71

Supplemental benefits Per Hour:
 All Apprentices \$28.95**

**Note: For Overtime Hours \$21.65 of this amount to be paid a straight time rate
 remaining balance of \$7.30 is paid at same premium as the wage.

12-17b

Operating Engineer - Heavy&Highway **10/01/2019**

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-Alls, Asphalt Curb and Cutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe (all), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (pipe), Bituminous Spreader and Mixer, Blacktop Plant (all), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck, Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all Concrete Batching Plants), Cherry Picker, Concrete Cleaning Decontamination Machine, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Mixer (over 1/2 cu. yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Concrete Saw (self propelled), Conveyor, Convoing Vehicles Convoing Engineer's Equipment, Core Drill, Crane, Crusher, Decontamination of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Gradall, Grader, Grout or Gunitite Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Hoist (all types), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self propelled), Hydraulic Pipe Jack Machine, (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type Loaders), Laser Screed, Locomotive, Log Skidder (similar type), Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Overhead Crane, Parts Chasing, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Post Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master (or equivalent), Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (Pipe), Rotomill, Scoopmobile, Shovel, Side Boom, Skidsteer/Bobcat (similar type), Skimmer, Slip Form Paver (CMI or similar, first and second operator), Snorkel/Vacuum Truck, Strato-Tower, Tire Truck & Repair, Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractors (when using winch power), Trencher, Truck Crane, Tug Boats, Tunnel Shovel, Tube Finisher (CMI and similar), Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Waterjet Cutting Tool System Operator/Mechanic (Ultra High Pressure), Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors: any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines (four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Fuel Truck, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps (4" or over), Revinus Widener, Steam Cleaner, Stump Chipping Machine, Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Heavy/Highway, Sewer/Water, Tunnel:

Per hour:	07/01/2019
Class A	\$ 38.99
Class B	34.49
Crane(boom over 100ft)	39.74
" (boom over 200ft)	39.99
" (boom over 300ft)	40.49

- Additional \$3.00/hr. for Lattice Boom
- Additional \$3.00/hr. for Hydraulic Crane over 60 tons
- Additional \$2.50/hr. for Hazardous Work Site
- Additional \$1.00/hr. for Tunnel Work
- Additional \$3.00/hr. for Mandated Off-Shift Work

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 31.16*

*Note: For Overtime Hours \$23.46 of the amount paid at straight time, the remaining balance of \$7.70 is paid at the same premium as the wage.

OVERTIME PAY

See (B, E, Q, T, *V) on OVERTIME PAGE

HOLIDAY

Paid: See (*5, **6) on HOLIDAY PAGE

Overtime: See (**5, ***6) on HOLIDAY PAGE

*, ** NOTE: If Holiday falls on a Sunday it will be celebrated on Monday

***, *** NOTE: If employee works that Monday use "T" under Overtime Pay.

REGISTERED APPRENTICES

Wages per hour:

Apprentices at 1 year terms

1st	2nd	3rd	4th
\$31.49	\$32.49	\$33.49	\$34.49

Supplemental Benefits

All Apprentices \$30.76*

Note: For Overtime Hours \$23.46 of this amount is paid at straight time , the remaining balance of \$7.30 is paid at the same premium as the wage.

12-17 hh/sw/t

Operating Engineer - Survey Crew

10/01/2019

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

These rates apply to Building and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2019

Party Chief	\$ 41.51
Instrument Person	39.15
Rod Person	27.10

Additional \$3.00 per hr. for work in a Tunnel.

Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 26.80

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Person wage:

07/01/2019

0-1000 Hrs	60%
1001-2000 Hrs	70%
2001-3000 Hrs	80%

SUPPLEMENTAL BENEFITS per hour worked:

0-1000 Hrs	\$ 16.21
1001-2000 Hrs	18.92
2001-3000 Hrs	21.63

12-17D Sur

Operating Engineer - Survey Crew - Consulting Engineer

10/01/2019

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line of grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2019

Party Chief	\$ 41.51
Instrument Person	39.15
Rod Person	27.10

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 26.80
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OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2019

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFITS per hour worked:

0-1000	\$ 16.21
1001-2000	18.92
2001-3000	21.63

12-17D Con Eng

Painter

10/01/2019

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.

Chautauqua: Only the Townships of Awkright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.

Livingston: Only the Townships of North Dansville, Nunda, Ossian, Portage, Sparta, Spring Water and West Sparta.

Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville, Fremont, Greenwood, Hartsville, Hornellsville, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, Tuscarora, Urbana, Wayland, Wayne, Woodhull, West Union, Wheeler, and the City of Hornell.

WAGES

Per hour:	07/01/2019	05/01/2020
		Additional
Basic Rate (Brush & Roll)	\$ 26.45	\$ 1.00
Spray painting, wallcovering	26.45	1.00
Abrasive and hydroblasting	26.45	1.00
Taping/DryWall Finisher	26.95	1.00
Skeleton Steel*	27.20	1.00

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks, cranes and the abatement of coatings with lead, asbestos and/or arsenic, etc. All work within the confines of a plant shall be paid the skeleton steel rate (except in-plant tank work (see Tank Rate)).

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:
 \$ 25.34

OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.

All other work See (B, F*, R) on OVERTIME PAGE.

* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Painter/Decorator: 750 hour terms at the following percentage of Journeyman's Basic wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	90%

Taper/Drywall Finisher: 750 hour terms at the following percentage of Journeyman's Taper wage:

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour:

Painter/Decorator and Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 2.30	\$ 4.30	\$ 5.30	\$ 5.80	\$ 6.30	\$ 6.80	\$ 7.30	\$ 7.55

3-4-Buf, Nia, Olean

Painter

10/01/2019

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2019	05/01/2020
		Additional

Bridge	\$ 38.50	\$ 1.05
Tunnel	38.50	1.05
Tank*	36.50	1.05

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

Note an additional \$2.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour: \$ 28.70

OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.

All other work See (B, F*, R) on OVERTIME PAGE.

*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage rate:

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour:

1st & 2nd terms	\$ 5.45
3rd & 4th terms	5.45
5th & 6th terms	6.45

3-4-Bridge, Tunnel, Tank

Painter 10/01/2019

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

PARTIAL COUNTIES

Cattaraugus: Only the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.

Chautauqua: Only the Townships of Busti, Carroll, Charlotte, Chautauqua, Cherry Creek, Clymer, Ellery, Ellicott, Ellington, French Creek, Gerry, Harmony, Kiantone, Mina, North Harmony, Poland, Ripley, Sherman, Stockton, Westfield and the City of Jamestown.

WAGES

Per hour:	07/01/2019	05/01/2020
		Additional
Brush & Roller, taping,	\$ 26.15	\$ 1.00
wallcovering, swing & bosun	26.15	1.00
under 3 stories or under 35 ft	26.15	1.00
Swing & bosun over 3 stories or	26.40	1.00
over 35 feet, steel painting	26.40	1.00
All spraying, steam cleaning &	26.80	1.00
sandblasting, all toxic coating	26.80	1.00
Stacks	27.45	1.00

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 18.08

OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.

All other work See (B, F*, R) on OVERTIME PAGE.

* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Painter/Decorator: 750 hour terms at the following percentage of Journeyman's Basic wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	90%

Taper/Drywall Finisher: 750 hour terms at the following percentage of Journeyman's Taper wage:

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour:

Painter/Decorator and Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 2.30	\$ 4.30	\$ 5.30	\$ 5.80	\$ 6.30	\$ 6.80	\$ 7.30	\$ 7.55

3-4-Jamestown

Painter - Metal Polisher

10/01/2019

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2019
Metal Polisher	\$ 30.58
Metal Polisher*	31.53
Metal Polisher**	34.08

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2019

Journeyworker:

All classification \$ 7.72

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

07/01/2019

1st year	\$ 15.00
2nd year	15.00
3rd year	15.75

1st year*	\$ 17.39
2nd year*	17.44
3rd year*	18.29

1st year**	\$ 19.50
2nd year**	19.50
3rd year**	20.25

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 5.52
2nd year	5.52
3rd year	5.52

8-8A/28A-MP

Plumber**10/01/2019**

JOB DESCRIPTION Plumber

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara, Wyoming

PARTIAL COUNTIES

Allegheny: Only the Townships of Allen, Angelica, Belfast, Caneadea, Centerville, Granger, Hume, New Hudson and Rushford
Cattaraugus: Only the Townships of Ashford, Dayton, East Otto, Ellicottville, Farmersville, Franklinville, Freedom, Leon, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.
Chautauqua: Only the Townships of Arkwright, Charlotte, Cherry Creek, Dunkirk, Hanover, Pomfret, Portland, Ripley, Sheridan, Stockton, Villenova, Westfield, City of Dunkirk and Village of Fredonia.
Genesee: Only the Townships of Alabama, Alexander, Batavia, Darien, Elba, Oakfield, Pembroke and the City of Batavia.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES

Per hour: 07/01/2019

Plumber	\$ 35.60
Steamfitter	\$ 35.60

Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 25.86

Note - \$3.40 of this amount must be paid at the same premium as the wage.

OVERTIME PAY

See (*B, **E, Q) on OVERTIME PAGE

* Double time after 11 hours per day on Weekdays.

** Double time after 10 hours per day on Saturday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th	5th
45%	55%	65%	75%	90%

Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

Supplemental benefits per hour:

\$ 21.30

Note - \$3.40 of this amount must be paid at the same premium as the wage.

3-22-Buffalo, Niagara

Plumber**10/01/2019**

JOB DESCRIPTION Plumber

DISTRICT 3

ENTIRE COUNTIES

PARTIAL COUNTIES

Allegany: Only the Townships of Alma, Amity, Bolivar, Clarksville, Cuba, Friendship, Genesee, Wirt and that portion of Scio which lies west of Rt. 19.

Cattaraugus: Only the Townships of Allegany, Carrollton, Conewango, Cold Spring, Great Valley, Hinsdale, Humphrey, Ischua, Little Valley, Napoli, Olean, Portville, Randolph, Red House, Salamanca, South Valley, the City of Olean, the City of Salamanca, and the Allegany Indian Reservation.

Chautauqua: Only the Townships of Busti, Carroll, Chautauqua, Clymer, Ellery, Ellicott, Ellington, French Creek, Gerry, Harmony, Kiantone, Mina, North Harmony, Poland, Sherman, and the City of Jamestown.

WAGES

Per hour: 07/01/2019

Plumber \$ 34.03
Steamfitter \$ 34.03

Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

SUPPLEMENTAL BENEFITS

Per hour: \$ 25.86

Note - \$3.40 of this amount must be paid at the same premium as the wage.

OVERTIME PAY

See (*B, **E, Q) on OVERTIME PAGE

* Double time after 11 hours per day on Weekdays.

** Double time after 10 hours per day on Saturday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th	5th
45%	55%	65%	75%	90%

Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

Supplemental benefits per hour:

\$ 21.30

Note - \$3.40 of this amount must be paid at the same premium as the wage.

3-22-Southern

Roofer

10/01/2019

JOB DESCRIPTION Roofer

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua

WAGES

Per hour: 07/01/2019

Roofer \$ 31.00
Waterproofer 31.00

Asbestos Removal with respirator or protective suit add \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour: \$ 13.95

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th	5th	6th
50%	50%	60%	70%	80%	90%

Supplemental benefits per hour:

1st & 2nd terms	\$ 0.58
All other terms	13.95

3-210

Sheetmetal Worker **10/01/2019**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 3**

ENTIRE COUNTIES
 Cattaraugus, Chautauqua

WAGES

Per hour:	07/01/2019	07/01/2020	07/01/2021
Sheet Metal Worker	\$ 27.75	\$0.75	\$0.75

Additional \$1.00 per hour for work performed at a height of fifty (50) feet or more on boatswains chair, swing (of any type), picks and plank.

The following premiums apply when shift work is mandated in the job specification or by the contracting agency:

- 15% when the majority of the hours are worked between the hours of 3:30PM - 1:00AM
- 20% when the majority of the hours are worked between the hours of 11:00PM - 9:00AM

SUPPLEMENTAL BENEFITS

Per hour:	\$ 23.53
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per:

1000 hour year terms:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 13.88	\$ 14.99	\$ 16.10	\$ 17.21	\$ 18.32	\$ 19.43	\$ 20.54	\$ 21.65

Supplemental Benefits

07/01/2019

1st term	\$ 13.29
2nd term	13.84
3rd term	16.04
4th term	16.70
5th term	17.36
6th term	18.02
7th term	18.68
8th term	19.33

3-112-Jamestown

Sprinkler Fitter **10/01/2019**

JOB DESCRIPTION Sprinkler Fitter **DISTRICT 1**

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Washington, Wayne, Wyoming, Yates

WAGES

Per hour	07/01/2019
Sprinkler Fitter	\$ 34.91

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 24.93

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.18	\$ 9.22	\$ 17.89	\$ 17.93	\$ 18.48	\$ 18.52	\$ 18.57	\$ 18.61	\$ 18.66	\$ 18.70

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 18.04	\$ 18.04	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29

1-669

Teamster - Building / Heavy&Highway 10/01/2019

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Cattaraugus, Chautauqua

PARTIAL COUNTIES

Allegany: Entire county except the Townships of Alfred, Almond, Burns and West Almond.

WAGES

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers, Tandems and Batch Trucks, Mechanics, Dispatcher, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP 2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading and self-contained concrete mobile unit, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading, Water Tanks, Sprinkler Trucks and Winch Trucks.

Per hour: 07/01/2019

GROUP 1 \$ 38.31

GROUP 2 38.31

Add \$ 2.00 when required to use personal protection when performing hazardous waste removal work.

Add \$ 2.00 while operating articulating truck.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 14.78

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

3-264

Welder

10/01/2019

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2019

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday



**New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240**

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: _____

(Check Only One)

- Contracting Agency Architect or Engineering Firm Public Work District Office Date: _____

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address (Check if new or change)

Telephone: ()

Fax: ()

E-Mail: _____

2. NY State Units (see Item 5)

- | | |
|---|--|
| <input type="checkbox"/> 01 DOT | <input type="checkbox"/> 07 City |
| <input type="checkbox"/> 02 OGS | <input type="checkbox"/> 08 Local School District |
| <input type="checkbox"/> 03 Dormitory Authority | <input type="checkbox"/> 09 Special Local District, i.e.,
Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University
Construction Fund | <input type="checkbox"/> 10 Village |
| <input type="checkbox"/> 05 Mental Hygiene
Facilities Corp. | <input type="checkbox"/> 11 Town |
| <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT | <input type="checkbox"/> 12 County |
| | <input type="checkbox"/> 13 Other Non-N.Y. State
(Describe) |

3. SEND REPLY TO check if new or change)
Name and complete address: _____

Telephone:()

Fax: ()

E-Mail: _____

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE : _____

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT : _____

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- 1. New Building
- 2. Addition to Existing Structure
- 3. Heavy and Highway Construction (New and Repair)
- 4. New Sewer or Waterline
- 5. Other New Construction (Explain)
- 6. Other Reconstruction, Maintenance, Repair or Alteration
- 7. Demolition
- 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- | | |
|--|---|
| <input type="checkbox"/> Construction (Building, Heavy
Highway/Sewer/Water) | <input type="checkbox"/> Guards, Watchmen |
| <input type="checkbox"/> Tunnel | <input type="checkbox"/> Janitors, Porters, Cleaners,
Elevator Operators |
| <input type="checkbox"/> Residential | <input type="checkbox"/> Moving furniture and
equipment |
| <input type="checkbox"/> Landscape Maintenance | <input type="checkbox"/> Trash and refuse removal |
| <input type="checkbox"/> Elevator maintenance | <input type="checkbox"/> Window cleaners |
| <input type="checkbox"/> Exterminators, Fumigators | <input type="checkbox"/> Other (Describe) |
| <input type="checkbox"/> Fire Safety Director, NYC Only | |

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester _____

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYS DOL Bureau of Public Work Debarment List 08/29/2019

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AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANNA HEIGHTS RD PUTNAM VALLEY NY 10542	03/13/2015	03/12/2020
DOL	DOL	****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		ANGELO F COKER			12/04/2018	12/04/2023
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	NYC	****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	****6046	ATLANTIC SUN CONSTRUCTION CORP		58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020
DOL	NYC	****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	NYC	****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020

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DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC	****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC	****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	NYC	****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC	****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020

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DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUE ATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	NYC	****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DANICA IVANOSKI		61 WILLET ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2C SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAIR 145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL	****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTION	64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002

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DOL	DOL	****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL	****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL	****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMELE		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETS YRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021

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DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL	****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	AG	****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS RD PUTNAM VALLEY NY 10542	03/13/2015	03/13/2020
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	AG	****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021

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DOL	DOL	****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS RD PUTNAM VALLEY NY 10542	03/13/2015	03/13/2020
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DA	****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL	****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020

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DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4 YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29 MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGECREEK NY 11385	05/15/2015	05/15/2020

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DOL	DOL	****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	NYC	****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DA	****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	NYC	****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL	****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020

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DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	09/16/2013	09/15/2019
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL	****9874	SALFREE ENTERPRISES INC		2821 GARDNER ROAD POMPEY NY 13138	08/26/2016	08/26/2021
DOL	DOL		SALVATORE A FRESINA			08/26/2016	08/26/2021
DOL	DOL		SAM FRESINA			08/26/2016	08/26/2021
DOL	NYC	****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL	****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		STEFANOS PAPANSTEFANOU, JR. A/K/A STEVE PAPANSTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL	****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL	****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022

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DOL	DOL	****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWTALANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL	****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL	****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROPSY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL	****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

SECTION I
SUPPLEMENTAL INFORMATION

SECTION I

SUPPLEMENTAL INFORMATION

SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

The following information is available at the Office having jurisdiction for this project, as identified in the advertisement for bids, for inspection and review prior to the letting date. It is mutually understood that this data is independent information the County has assembled and the bidder shall assume the risk of its accuracy and that the information is not prepared or used as part of the contract plans and that Article 3 of the NYSDOT Standard Specifications will apply as to the site conditions. This information is not to be considered as a substitution or revision of that section of the Standard Specifications defining specifications and contract agreements.

By his signature on this proposal the bidder certifies that he has made himself aware of the availability, for his inspection and review prior to the letting date, of the information indicated below:

**Replacement of Hinsdale Bridge 62,
County Road 26 (Gile Hollow Road)
over Olean Creek, BIN 3321770**

AVAILABLE	NOT AVAILABLE	INFORMATION
	X	Names of Utility Officials
	X	Right of Way Plans
	X	Earthwork Cross Section Sheets
	X	Earthwork Sheets
	X	Drainage Estimate Sheets
	X	Sign Face Layouts
X		Logs of Subsurface Exploration (Attached)
X		Tabulated Results of Probing (Attached)
	X	Tabulated Depth to Bed Rock
	X	Logs Showing Laboratory Description of Soil Samples
	X	Laboratory Test Data from Soil Samples
	X	Rock Outcrop Maps
	X	Granular Materials Resources Survey Reports
	X	Terrain Reconnaissance Reports
	X	Subsurface Data Obtained from Sources Outside the Department
	X	Rock Cores (available for inspection)
X		Record Plans (Only Superstructure)
	X	Special Reports or Other Information (Identify Below)
	X	Hazardous Waste/Asbestos Assessment

**GEOTECHNICAL
SUBSURFACE INVESTIGATION
and
ENGINEERING REPORT**

**REPLACEMENT OF COUNTY ROUTE 26 (GILE HOLLOW
ROAD) BRIDGE OVER ISCHUA CREEK**

Town of Hinsdale, Cattaraugus County, New York

Prepared for:
**Department of Public Works
Jack Ellis Drive
8810 Route 242
Little Valley, New York 14755**

Prepared by:
**LaBella Associates, D.P.C.
300 Pearl Street
Buffalo, New York 14202**

LaBella Project No.: 2181139.00

**June 13, 2018
March 13, 2019 (Revised)**

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NOTE

This report is written using **U.S. Customary Units** unless otherwise noted.

The professional services provided in this project include only the specific geotechnical aspects of the subsurface conditions at the site. The presence or implications of possible surface or subsurface contaminants from any source are outside the terms of reference for this geotechnical study and have not been investigated or addressed herein. Coal seam hazard evaluation, fire and gas hazard evaluation, site subsidence hazard evaluation, wetland impact study, septic field hazard or impact evaluation, slope stability and landslide hazard analysis, and a detailed site-specific seismic hazard evaluation are beyond the scope of work for this project.

The subsurface soil profile and design parameters provided in this report are estimated based on the results of the soil borings as indicated by: the boring logs, visual classification of the recovered soil and/or rock samples, geotechnical laboratory results (where applicable), analytical laboratory results (where applicable) and/or generally published soil and/or rock property correlations. Actual subsurface conditions beyond the soil borings and below the depths explored may vary, as well as subsurface conditions encountered in the field during and/or as a result of construction activity. If actual conditions vary from those presented in this report, the geotechnical engineer should be notified to identify if the recommendations provided herein are still applicable.

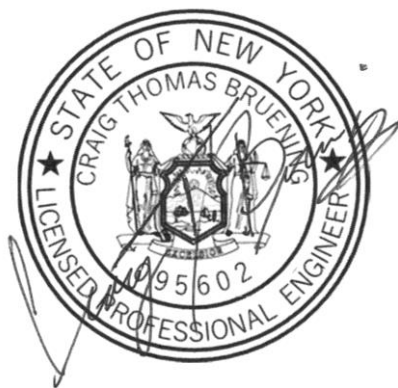
PRIOR TO CONDUCTING ANY SUBSURFACE EXCAVATIONS, THE CONTRACTOR IS OBLIGATED TO CONTACT THE LOCAL ONE-CALL SERVICE TO MARK OUT UTILITIES. FOR PROJECTS THAT OCCUR ON PRIVATE PROPERTY, THE CONTRACTOR IS OBLIGATED TO HIRE A THIRD PARTY UTILITY LOCATING SERVICE.

Please contact the undersigned Geotechnical Engineer with questions regarding the information provided herein.

This report was prepared by
LaBella Associates, D.P.C.

Written by:

Reviewed by:



Craig T. Bruening, P.E.
Senior Geotechnical Engineer
(electronic or copied signature unless in blue ink)

A handwritten signature in blue ink, appearing to read "Thomas J. Zaso", is written over the "Reviewed by:" label.

Thomas J. Zaso
Senior Geotechnical Engineer
(electronic or copied signature unless in blue ink)

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ATTACHMENTS

A – BORING LOGS & FIGURE 1

B – SEISMIC SITE CLASSIFICATION WORKSHEET and ATC HAZARD BY LOCATION WEBSITE RESULTS

1.0 SUBSURFACE EXPLORATION PROGRAM

On April 23 through 25, 2018, SJB Services, Inc. (SJB) advanced two Test Borings, at the approximate locations depicted on Figure 1. Subsequent to the steel pile evaluation, an additional boring was advanced by SJB on February 26 and 27, 2019 to confirm the subsurface conditions at depths greater than those explored in April 2018. Prior to advancing any subsurface explorations, SJB contacted Dig Safely New York (DSNY) to clear public utilities. Utility conflicts were not identified at any of the subsurface exploration locations. Soil Borings were advanced using a Central Mining Equipment Model 75 or 850, truck mounted drill rig, equipped with 3-¼" I.D. hollow stem augers and drive sampling tools. Soil Sampling and Standard Penetration Testing (SPT) were conducted using a 140-pound automatic hammer dropping 30 inches to drive a 2 inch O.D. split barrel sampler in general conformance with ASTM Standard Practice D1586. Upon completion of each test boring, the borehole was backfilled with auger and an asphalt cold patch plug was installed to match the pavement section thickness or 6 inches in thickness, whichever is greater, and the surface finished off to closely match existing ground surface. Figure 1 and the Test Boring Logs are provided in Attachment A.

Soil samples, were logged and visually classified in the field by a SJB Services, Inc. The visual soil classifications were made using a modified Burmister Classification System. In this system the soil is divided into Gravel, Sand, Silt, and Clay. The predominant fraction is listed first and if it is more than 50-percent of the matrix it will be capitalized. Modifiers are also provided to establish a sense of the percentage of the remaining fractions. The modifiers are as follows:

Modifier	Percentage
trace	1 – 10
little	11 – 20

Modifier	Percentage
some	21 – 35
and	36 – 50

2.0 SUBSURFACE SOIL AND GROUNDWATER CONDITIONS SUMMARY

The subsurface conditions discussed below have been generalized from the Test Boring Logs provided in this report. The information provided on the Test Boring Logs are representative of the location where each subsurface exploration was conducted. Subsurface conditions between exploration locations and depths sampled may vary. The individual log should be reviewed for a description of the subsurface conditions encountered at each location explored. The stratification lines indicated on the logs are approximate and may indicate gradational changes. Please, refer to the attached Test Boring Logs for conditions encountered at the time, location and depth of each sampling.

2.1 Subsurface Conditions

Surfacings: The surface layer at each Test Boring consists of asphalt pavement underlain by subbase stone to a total depth of approximately 1-foot below pavement surface (bps).

Fill: Beneath the surfacings and continuing to 14 feet bps is Fill that consists of silty Sandy GRAVEL grading to sandy Silty CLAY with depth. The bottom of the fill is located at the approximate bottom of the original bridge footing. Based on the SPT results, the consistency of the Fill ranges from loose to medium dense for the non-cohesive fill materials and medium stiff for the underlying cohesive fill materials. It should be noted that at Boring B-1, obstructions were encountered at depths of 10 and 12 feet bps. Boring B-1 was subsequently moved approximately 5 feet to the southeast where boring B-1A was advanced. It is possible that the obstructions encountered were part of the original bridge abutment or cobbles.

Fluvial Deposits: Beneath the Fill are Fluvial Deposits consisting of alternating layers of brown to gray brown silty Sandy GRAVEL, sandy Silty CLAY, or gravelly Sandy SILT. This material extends to a depth of approximately 117 feet bps where boring B-3 was terminated. Based on SPT results, the consistency of

the Fluvial Deposits are medium dense with an intermediate stratum from approximately 30 feet to 40 feet bgs being loose. Bedrock was not encountered in any of the borings; however, according to the Bedrock Geologic Map of New York Niagara Sheet the underlying bedrock consists of the Machias Formation which is part of the Canadaway Group and is upper Devonian in age. The Machias Formation within Allegany and Cattaraugus counties consist of Sandstone beds interbedded with gray shales and siltstone. The Sandstone beds can range up to approximately 20 feet in thickness.

2.2 Groundwater Conditions

Groundwater was encountered in the borings advanced below 20 feet was measured at a depth of approximately 15 feet bps after each boring was completed. During the two subsurface explorations the water surface in Ischua Creek was approximately 12 feet below the existing bridge deck surface. Groundwater is not anticipated to be encountered while constructing the new abutments; however, depending on the planned footing elevation, there is a possibility that surface water control within the creek may be required. It is the responsibility of the Contractor to keep the excavation dry while constructing the foundations and abutments and obtain any permits necessary for constructing within the creek's floodplain. Surface water controls could include but are not limited to a cofferdam and/or berms. Although the borings did not encounter groundwater until a depth of approximately 15 feet bps, perched or trapped water may be encountered within soil layers of differing gradation, particularly within the existing fill materials. Groundwater and adjacent surface water levels will be affected by seasonal and construction related fluctuations.

2.3 Expansive Soils

Based on the descriptions on the borings logs, silty CLAY (a potentially frost susceptible/expansive soil) is present at depths below the anticipated frost depth of 42-inches (3.5 feet) and is not anticipated to cause uplift against the deep foundation.

3.0 SEISMIC CONSIDERATIONS

The 2015 New York Amended International Building Code (Building Code) requires that a seismic site classification be assigned when new building construction occurs. Although the project consists of a new bridge, LaBella conducted a seismic evaluation to identify the Seismic Site Design Category by assigning a Seismic Risk Category of "II" for the new structure. The Building Code outlines the procedures for determining the seismic site classification and allows for the soil shear wave velocity (v_s) values, standard penetration resistance (N) values or soil undrained shear strength (s_u) values to be used.

LaBella used an arithmetic weighted average to calculate a seismic "N-value" of 12.3 which yields a Site Class E, "Soft Clay Soil Profile", as referenced in the Building Code. SPT Values were used for the first 100 feet of overburden soil that was encountered in a combination of borings B-1, B-1A and B-3.

Interpolated probabilistic ground motion parameters for the project site were obtained from the Applied Technology Council (ATC) Hazard by Location Website, which accesses the USGS Seismic Design Maps. Using the latitude-longitude of the site, earthquake ground motion parameters were identified in accordance with the American Society of Civil Engineers (ASCE) 7-10 Standard. Based upon this information, the following ground motion parameters with 2% probability for exceedance, in 50 years, may be used for this site:

- 0.2 second period mapped spectral response acceleration (S_s): 0.140g;
- 1.0 second period mapped spectral response acceleration (S_1): 0.053g;
- MCE spectral response acceleration at short period (S_{MS}): 0.349g;

- MCE spectral response acceleration at 1.0 second period (S_{M1}): 0.186g;
- Five percent damped spectral response acceleration at short period (S_{D5}): 0.233g;
- Five percent damped spectral response acceleration at 1.0 second period (S_{D1}): 0.124g; and
- Peak Ground Acceleration (PGA): 0.069g

Based on these parameters the Seismic Design Category for this site is B for Risk Categories I, II, or III and C for Risk Category IV. Refer to the results in Attachment B for additional information that was copied from the ATC Website. Based upon the data obtained from the USGS website (2016 Earthquake Probability Mapping) the probability that a magnitude 6.0 earthquake on the Richter scale might occur within 100 years and 50 Km of the project site is less than 1%.

4.0 GEOTECHNICAL RECOMMENDATIONS

4.1 Proposed Vertical Alignment

LaBella understands that the proposed vertical alignment is planned to be similar to the existing alignment. It is not anticipated that the roadway will be raised. If the roadway is planned to be raised, it may be necessary to conduct a slope stability analysis based on the amount of fill to be placed.

4.2 Foundation System

For the new bridge structure a pile foundation supported by the underlying gravelly Fluvial Deposits will be required in order to account for scour effects and the loose underlying soils. The number of piles will depend on the loading conditions and the pile configuration will depend on the type of structure being constructed, as listed below. The anticipated factored axial resistance of a single pile will be approximately 150 kips.

Type of Structure	Pile Configuration
Integral Abutment	Single row – Vertical
3-Sided Frame	Single row – Alternating batter
Conventional Abutment w/ Pile Cap	Multiple rows – First row battered, subsequent rows vertical

For the subsurface conditions encountered at the site, the nominal side resistance (skin friction) was calculated using the SPT method (after Meyerhoff) and the nominal tip resistance was calculated using the effective stress method. Resistance factors were then identified from the American Association of State Highway Transportation Officials (AASHTO), *Load Resistance Factor Design (LRFD) Bridge Design Specifications (BDS)* and used to determine the factored resistance of a single pile. Provided below are the LRFD Resistance Factors used to evaluate the underlying soil capacity for this site.

Dynamic & Static Resistance Factors For Driven Piles ¹	
Nominal Bearing Resistance – Single Pile (Driving Criteria)	Resistance Factor
Dynamic testing w/ quality control of dynamic testing of at least 2 piles per site condition, but no less than 2% of production piles	$\phi_{dyn} = 0.65$
Nominal Bearing Resistance – Single Pile (Static Analysis)	Resistance Factor
Side Resistance (Skin Friction Estimate: Granular Soils – SPT Method – Meyerhoff)	$\phi_{stat} = 0.30$
Nominal Uplift Resistance – Single Pile (Static Analysis)	Resistance Factor
Side Resistance (Skin Friction Estimate: Granular Soils – SPT Method – Meyerhoff)	$\phi_{up} = 0.25$
Lateral Resistance	
All Soils and Rock	$\phi_{lat} = 1.00$
Structural Resistance Factors for Driven Piles ²	
Drivability Resistance	Resistance Factor
Severe Driving where use of a pile tip (e.g., shoe) is required	$\phi_c = 0.50$ (H-Piles) $\phi_c = 0.60$ (Pipe Piles)

The calculated nominal side resistance and nominal tip resistance were subsequently multiplied by 0.30 (ϕ_{stat}) and 0.65 (ϕ_{dyn}), respectively, to obtain the factored resistance for each pile. For this project the piles are considered as Friction and End Bearing with the loads being transferred along the shaft and at the tip to the underlying granular soils and the pile foundation should be designed taking into account the total factored bearing resistance as provided below. The factored structural capacity for each pile was calculated by multiplying the steel end area of each pile (A_s) by the yield strength (f_y) and applying a resistance factor of 0.50 and 0.60 (ϕ_c) depending on the type of pile. This value is provided to assist with identifying whether or not the pile may become overstressed during driving depending upon the size of the hammer used by the pile installation contractor when modeled using a Wave Equation Analysis Program (WEAP).

The calculated Factored Axial Resistances and Factored Lateral Resistance, provided in the tables below, are based on the bottom of the pile cap being located approximately 10 feet bps and the piles being driven the depths listed in each summary table listed below. For the pipe piles listed, the leading end must be capped to realize the factored tip bearing resistance. Provided below is a summary of the calculated factored resistance of a single vertical pile for the pile types considered.

Factored Axial Resistances (kips)					
One Pile – Vertical Alignment					
Tip Depth ¹ :	80 feet below existing ground surface				Factored Structural Capacity ³
Pile Type ²	Friction Uplift	Friction Bearing	Tip Bearing	TOTAL BEARING	
HP16x88	46	55	55	110	750
HP16x101	46	56	57	113	897
PP14x250	58	69	42	111	310

Factored Axial Resistances (kips)					
One Pile – Vertical Alignment					
Tip Depth ¹ :	85 feet below existing ground surface				Factored Structural Capacity ³
Pile Type ²	Friction Uplift	Friction Bearing	Tip Bearing	TOTAL BEARING	
HP16x88	47	57	68	125	750
HP16x101	47	57	70	127	897
PP14x250	62	73	52	125	310

Factored Axial Resistances (kips)					
One Pile – Vertical Alignment					
Tip Depth ¹ :	90 feet below existing ground surface				Factored Structural Capacity ³
Pile Type ²	Friction Uplift	Friction Bearing	Tip Bearing	TOTAL BEARING	
HP16x88	48	58	80	138	750
HP16x101	49	59	82	141	897
PP14x250	67	81	60	141	310

Factored Axial Resistances (kips)					
One Pile – Vertical Alignment					
Tip Depth ¹ :	95 feet below existing ground surface				Factored Structural Capacity ³
Pile Type ²	Friction Uplift	Friction Bearing	Tip Bearing	TOTAL BEARING	
HP16x88	50	60	85	145	750
HP16x101	51	61	87	148	897
PP14x250	72	87	65	152	310

Factored Axial Resistances (kips)					
One Pile – Vertical Alignment					
Tip Depth ¹ :	100 feet below existing ground surface				Factored Structural Capacity ³
Pile Type ²	Friction Uplift	Friction Bearing	Tip Bearing	TOTAL BEARING	
HP16x88	853	63	90	153	750
HP16x101	53	63	93	156	897
PP14x250	76	91	68	159	310

- Notes: 1. Depth is below existing ground surface as shown on Figure 1 in Attachment A.
2. HP: H-Pile; PP: Pipe Pile.
3. Factored structural capacity based on using steel members with a yield strength of 50 ksi.

The lateral resistance was calculated using the AASHTO LRFD BDS to limit the top of pile movement to 1". The horizontal soil resistance was calculated using P-Y curves developed by Reese and Matlock and published in NAVFAC Design Manual 7.2 – Chapter 5. The nominal lateral resistance is subsequently multiplied by ϕ_{lat} which yields the factored lateral resistance. Provided below is a summary of the factored lateral resistance for each pile type considered at a depth of 100 feet bps.

Factored Lateral Resistance (kips)		
One Pile – Vertical Alignment		
Tip Depth ¹ :	100 feet below existing ground surface	
Pile Type ²	X-X	Y-Y
HP16x88	310	200
HP16x101	325	205
PP14x250	270	270

- Notes: 1. Depth is below existing ground surface as shown on Figure 1 in Attachment A.
2. HP: H-Pile; PP: Pipe Pile.

4.3 Uplift Forces due to Adfreezing Stress

An adfreeze upward stress of 0.35 tsf (0.7 ksf) for steel is recommended to be applied to the pile shaft and/or pile cap that are located within the top 42 inches (frost depth). Where frost-jacking and transient uplift loads (such as wind loads) occur simultaneously, these two loads need not be considered together, the larger of the two should be used. If the top of the pile cap is greater than 42 inches below finished grade adfreeze stress can be neglected.

4.4 Pile Requirements

The proposed new bridge abutments are planned to be supported on a deep foundation system. A driven pile foundation system consisting of steel H-piles or steel Pipe piles are recommended for this project. The steel piles should be designed and installed consistent with this report and the applicable NYS DOT Specs. All design and construction criteria provided below shall apply. Piles designed and installed according to this section are predicted to settle less than about ½-inch.

1. Pile Type shall be HP sections or conforming to ASTM A572 Grade 50; or Rolled Pipe sections conforming to ASTM A252 Grade 3 (modified - yield strength of 50 ksi). Spiral welded sections shall not be used.
2. Driving Shoes shall be fitted to all piles, meeting ASTM 27, Grade 65/35, or equal substitution.

3. Pile Stress of a single pile shall not exceed the Factored Structural Capacity as calculated using AASHTO LRFD BDS and provided above in a tables titled "Factored Axial Resistance".
4. Factored Bearing Resistance of a single pile shall not exceed the Total Bearing or the Factored Structural Capacity, whichever is lower, as calculated using AASHTO LRFD BDS and provided above in a table titled "Factored Axial Resistance".
5. Factored Uplift Resistance is derived from the factored dead load applied to the top of a single pile and the Friction Uplift as calculated using AASHTO LRFD BDS and provided above in a table titled "Factored Axial Resistance".
6. Factored Lateral Resistance of a single pile shall not exceed the Lateral Resistance as calculated using AASHTO LRFD BDS and provided above in a table titled "Factored Lateral Resistance" -or- shall be obtained by installing Batter Piles.
7. Piles in Groups: There is no reduction in the service capacity for piles in groups, provided the piles are not spaced closer than 3.0 times the pile width/diameter center-to-center.
8. Pile Length and Pile Splices: Based on the borings, it is anticipated that the underlying soil bearing layer is located approximately 95 feet to 100 feet below existing ground surface (existing ground surface is defined as the elevation of the top of the existing bridge deck prior to any construction/demolition being conducted), it is anticipated that pile splices will be required and shall be full penetrating welds by a NYSDOT qualified welder and inspected by a NYSDOT qualified welding inspector.
9. Hammer Compatibility: A Wave Equation Analysis for Pile driving (WEAP Evaluation) shall be conducted by the pile driving contractor to select the pile hammer. This evaluation shall be conducted to identify that the type of pile used in the design can obtain the desired capacity when driven by the chosen pile hammer without overstressing the pile.
10. Quality Assurance Inspection: A Professional Geotechnical Engineer (PGE) or other qualified inspector as approved by the Owner shall be engaged to provide Continuous Special Inspection of the Pile Driving Operations, Materials and Methods. A Pile Foundation Special Inspection Final Report shall be provided at completion of pile foundation installation. This report shall certify that all required inspections were performed and will itemize all non-conformances, deviations and deficiencies that were not corrected or resolved. The report will also include individual pile installation records.
11. Driving Criteria: Driving criteria shall be established from the load test as described below in Item 12. Piles must be driven to a depth below the calculated scour or practical refusal and must achieve the design load. Practical Refusal is defined as the condition reached when a pile being driven by the approved hammer has zero penetration per blow, or when 5 blows of the hammer produces a pile penetration of less than ¼ inch. If a pile achieves practical refusal above the calculated scour depth the geotechnical engineer of record shall be contacted.
12. Load Tests: A minimum of 2 piles, one at each abutment, and no less than 2% of all piles (whichever is greater) shall be subject to Dynamic Method of Load Testing (ASTM D4945 – Standard Test Method for High-Strain Dynamic Testing of Piles), during initial drive. Both test piles shall be subjected to Case Pile Wave Analysis Program (CAPWAP) analysis. The Professional Engineer that performs the load testing for the Contractor shall be currently registered in New York State, and shall sign and seal all reports of load testing in accordance with NYS Education Law. The Load Testing Engineer shall be responsible for proposing any need for altering, adding to, or modifying the driving recommendations provided herein.
13. All piles installed at the site shall be re-struck (i.e., the first re-strike) in the presence of the PGE or other qualified inspector. The re-strike shall not occur any sooner than 24-hours after the initial drive

has been completed to check for relaxation. Any piles that exhibit pile relaxation shall be re-driven to achieve the driving resistance as identified above. All relaxed piles shall be re-struck again (i.e., second re-strike) no sooner than 24-hours after the first re-strike to verify if they are holding the required driving resistance. If any piles exhibit pile relaxation, the pile shall be re-driven until the re-strike resistance matches the initial end of driving resistance. If pile relaxation becomes a concern based on the re-strike program, additional load testing will be required to identify if the piles achieve the design capacity.

14. Portions of the Contract Documents shall require and provide for procedures for Pile Driving Contractor Submittals and a mandatory Pre-Installation Conference.
15. A pre-installation conference meeting is required and shall be scheduled a minimum of one week prior to pile driving contractor mobilization, but after all preconstruction submittals have been reviewed and appropriately acknowledged. The General Contractor, Pile Driving Contractor, Owner's Representative, Structural Engineer's Representative, Contractor's Land Surveyor, PGE and Geotechnical Engineer of Record shall attend the preconstruction conference.
16. The Contractor shall submit at a minimum the following for review by the Owner's Representative:
 - Pile section submittal: to include but not limited to: pile type, section, size, mill certification, stress calculations and NYSDOT check.
 - Pile driving hammer submittal: to include but not limited to: hammer make and model, Serial Number, stroke, ram/hammer mass, rated energy, and computation (WEAP formula) showing proper hammer selection for pile class and size, and helmet and hammer cushion materials and dimensions.
 - Proposed Load Testing Engineer: to include but not be limited to: company name, phone, address, and qualification profile.
 - Pile Numbering Plan: all piles shall be numbered for easy identification in the field in accordance with the Pile Numbering Plan.
17. The Contractor shall submit the load testing program and CAPWAP analysis to the Owner's Representative for review and acknowledgement prior to driving production piles at either abutment.

4.5 Site Preparation

Prior to installing the new deep foundation system and bridge, the existing bridge will be demolished and removed. In addition, either partial or full demolition/removal of the existing sheet pile abutment system and/or original bridge abutments will be required. A final grading plan was not available at the time this report was written; however, it is anticipated that the proposed bridge deck will be at the same elevation as the existing bridge deck. It is anticipated that minor cuts and fills will be required to achieve planned roadway subgrade elevations. Upon satisfactorily exposing the planned subgrade, the surface shall be graded, sealed, and subsequently proofrolled using a minimum 5-ton (operating weight) smooth steel-drum roller on vibratory mode on a dry day, free of rain. Proofrolling will consist of five passes over the prepared subgrade at walking speed in the presence of LaBella's geotechnical representative. If pumping or weaving is observed while proof rolling, the unsuitable soil shall be removed and replaced with **Select Granular Fill** (as described in this report). Immediately following a satisfactory proofroll, the Contractor shall install **Select Granular Fill**, to achieve pavement subgrade elevation in a quality controlled manner. If the approved subgrade must remain exposed for any length of time, unnecessary trafficking of vehicles across the subgrade should be avoided.

Additional removal of existing fill material may be required to achieve the planned pile cap subgrade elevation. After all piles have been installed, pile caps, abutments walls and wing walls have been installed, the void behind these elements must be filled using **Select Granular Fill** (as described in this report). Material previously excavated that meets the intent of **Select Granular Fill** may be used as

embankment material outside the roadway area where fill material will be required. All other existing Fill excavated from the site will require offsite disposal and may be required to be disposed at an appropriate permitted Solid Waste Facility.

4.6 Temporary Excavations and Buried Structures

Temporary excavations must be conducted in accordance with the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) 29 CFR Part 1926 Subpart P titled “Excavations”; and the New York State Code Rules and Regulations (NYCRR) Part 23 titled “Protection in Construction, Demolition and Excavation Operations”. OSHA and NYCRR pertain to safety aspects of excavations such as: soil classification, sloping and benching, shoring, and assistance with selecting the appropriate protective system. Prior to workers entering the excavation a Competent Person, as defined by OSHA, must inspect the excavation and deem it safe for entry.

For excavations 5 feet deep and greater, the Contractor will be required to provide excavation protection (e.g., sloping of the side walls, shielding, trench box) and if necessary an Excavation Protection System (EPS) (e.g., shoring, support of excavation). The EPS must be designed by a professional structural or professional geotechnical engineer licensed in New York State that is familiar with such systems. The Contractor shall also place excavated spoils no closer to the excavation than the minimum setback distance prescribed by OSHA such that the stability of the excavation and/or EPS is not compromised. In addition, the Contractor should consider installing small berms/swales where necessary to control surface water runoff from entering excavations.

5.0 FILL & BACKFILL

5.1 On-Site Borrow Material

The existing soils that will be excavated will consist primarily of Fill. This material shall not be used beneath or immediately adjacent to any structural items (e.g., slabs, foundations, pavements, drainage structures, other utilities, etc.). The Fill excavated from this site may be used beneath landscape areas outside of the roadway. The material to be used shall not contain deleterious materials such as topsoil, wood, lumber, or other organic matter. In addition, no material greater than 4 inches in the greatest dimension shall be used.

5.2 Select Granular Fill Material

All imported Structural Fill and pavement subbase course material shall consist of **Select Granular Fill**. **Select Granular Fill** meeting all the requirements of NYSDOT, Section 304 Type 2 or Type 4 Material as provided in the NYSDOT Standard Specifications.

5.3 Filling & Backfilling Methodology

The exposed grade shall be sealed and proofrolled as described above in this report. All filling and backfilling planned for this project shall be accomplished in a workmanlike manner according to good industry practice and installed in a quality controlled manner with prequalified materials. LaBella recommends that structural tests and inspections be conducted according to the International Building Code as adopted by New York State, and in accordance with the following recommendations:

- The area to receive fill shall be properly prepared and dewatered (where applicable). All backfilling shall be conducted in the dry on days without rain.
- Fill material shall be placed on the satisfactory subgrade to minimize segregation and shall be placed in nearly horizontal lifts. The lowest elevation fill area shall be where fill/backfill operations begin and then proceed with each lift upward and outward from the lower lift.

- The moisture content of the material shall be adjusted prior to application of compaction such that it is within 3% of the Optimum Moisture Content and may involve adding water when the fill material is too dry, or discing and aerating to reduce moisture when the fill material is too wet.
- The compacted lift thickness and minimum in-place field density shall conform to the recommendations provided in the following table:

Minimum In-Place Density ¹	Maximum Compacted Lift Thickness ²	Location
95%	12 inches	Mass fill areas (e.g., roadway subgrade) where self-propelled compaction equipment is used.
95%	8 inches	Confined fill areas (e.g., trenches, foundation walls) when walk-behind compaction equipment is used.
Notes:		
1. As determined using ASTM D1557, Modified Effort Proctor.		
2. Or compactor manufacturer's recommended thickness, whichever is less.		

- When the test results indicate that insufficient compaction has been obtained, the Contractor shall take action to modify or alter the moisture content of the soil, provide additional compaction and/or make other adjustments to increase the in-place soil density. If the Contractor cannot obtain satisfactory compaction due to material properties, the Contractor shall remove the unsatisfactory material and replace with new material.
- Material which is frozen, or includes: mud, debris, organics or other deleterious materials shall be removed and replaced with clean specified material.
- Material shall not be placed over an area or lift of fill that has not been tested and achieved the minimum in-place density requirements.
- A minimum of one compaction test per 900 square feet shall be performed on each lift of material placed as mass fill areas and a minimum of one test per 20 linear feet per lift placed in confined fill areas.
- Backfilling around buried concrete walls should not begin until the concrete has reached the minimum 75% the 28-day design strength. Heavy rollers and/or compacting equipment should not operate within 2-feet of the structure. Caution should be exercised while placing the backfill to avoid lateral loads induced by the compaction equipment. To avoid differential lateral pressures against walls that were not designed to retain soil, the backfill should be brought up evenly on each side of the wall.
- If inclement weather occurs after achieving acceptable test results, areas subjected to the inclement weather shall be retested to identify if those areas require repair or replacement prior to placing additional fill.

6.0 CONSTRUCTION OBSERVATIONS & TESTING

Special Inspections are required to be performed in accordance with the New York State Department of Transportation requirements. A representative of the geotechnical engineer must be on-site during all geotechnical related construction activities (e.g., proofrolling, grading, filling, foundation construction, etc.) to observe and evaluate the activities being conducted. An independent testing laboratory shall be retained by the owner to perform compaction testing at frequencies noted earlier in this report.

7.0 CLOSING

LaBella has prepared this report to be used by the design team for the referenced project exclusively. The recommendations with regard to the planned foundation are based upon our understanding of the proposed construction and the information obtained from the subsurface exploration. Variations in the

subsurface conditions may occur between boring locations or there may be changes in the planned construction during the design phase. As this may be the case, changes to the recommendations contained herein may be required.

Generally accepted soil mechanics and geotechnical engineering practices were used to develop the recommendations provided. The services were conducted in a manner that is in accordance with generally accepted geotechnical engineering practice. The geotechnical engineer of record should review the final design plans and specifications to evaluate their consistency with the recommendations provided herein. Prospective bidders should understand that this report was prepared for design purposes only and may not contain sufficient information to prepare an accurate bid. It is recommended that LaBella be retained to monitor and observe the geotechnical aspects during construction.

ATTACHMENT A

BORING LOGS & FIGURE 1



Contract Drilling and Testing

May 9, 2018

LaBella Associates
172 Allen Street
Buffalo, New York 14202

Attention: Mr. Darrell Kaminski

Reference: **Proposed Bridge Replacement
County Road 26 over Ischua Creek
Hinsdale, New York**

Dear Darrell,

On April 23rd, 24th, and 25th, 2018 an SJB Services Inc. drill rig, crew, and flaggers were present at the proposed bridge replacement site, located in Hinsdale, New York, to perform two (2) soil test borings.

A Central Mine Equipment (CME) 75, rubber tire, truck mounted rotary drill rig was utilized at the site to advance the test borings. Soil sampling was performed in accordance with ASTM D-1586 ***“Standard Test Method for Penetration Test and Split Barrel Sampling of Soils”***. The test borings were completed at the locations selected by LaBella Associates. The approximate locations of the borings are shown in Figure 1.

Attached please find the final typed boring logs for the proposed bridge replacement. These logs are based on the field data recorded by the drill foreman and visual classification of the recovered soils samples by a staff geologist.

We appreciated the opportunity to perform this work for you. If you have any further questions, please contact the undersigned at our Buffalo, NY office.

Respectfully Submitted,
SJB SERVICES INC.

Greg Genco
Staff Geologist

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ROCHESTER OFFICE
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LEGEND:

B-2 ● INDICATES APPROXIMATE LOCATION AND DESIGNATION OF TEST BORING.

NOTE: FIGURE DEVELOPED FROM AS DRILLED LOCATIONS



PROPOSED BRIDGE REPLACEMENT
 COUNTY ROAD 26 OVER ISCHUA CREEK
 HINSDALE, NEW YORK

SUBSURFACE EXPLORATION PLAN

I-17

DR BY: GG

DATE: 5/9/18

PROJECT #: BD-18-030

FIGURE NO: 1

SUBSURFACE LOGS

GENERAL INFORMATION & KEY TO SUBSURFACE LOGS

The Subsurface Logs attached to this report present the observations and mechanical data collected by the driller at the site, supplemented by classification of the material removed from the borings as determined through visual identification by technicians in the laboratory. It is cautioned that the materials removed from the borings represent only a fraction of the total volume of the deposits at the site and may not necessarily be representative of the subsurface condition between adjacent borings or between the sampled intervals. The data presented of the Subsurface Logs together with the recovered samples provide a basis for evaluating the character of the subsurface conditions relative to the project. The evaluation must consider all the recorded details and their procedures to more accurately evaluate the subsurface conditions. Any evaluation of the contents of this report and recovered samples must be performed by qualified professionals. The following information defines some of the procedures and terms used of the Subsurface Logs to describe the conditions encountered, consistent with the numbered identifiers shown on the Key opposite this page.

1. The figures in the Depth column define the scale of the Subsurface Log.
2. The Samples column shows, graphically, the depth range from which a sample was recovered. See Table I for descriptions of the symbols used to represent the various types of samples.
3. The Sample No. is used for identification on sample containers and/or Laboratory Test Reports.
4. Blows on Sampler – shows the results of the “Penetration Test”, recording the number of blows required to drive a split spoon sampler into the soil. The number of blows required for each six inches is recorded. The first 6 inches of penetration is considered a seating drive. The number of blows required for the second and third 6 inches of penetration is termed the penetration resistance, N.
5. Blows on Casing – Shows the number of blows required to advance the casing a distance of 12 inches. The casing size, hammer weight, and length of drop are noted at the bottom of the Subsurface Log. If the casing is advanced by means other than driving, the method of advancement will be indicated in the Notes column or under the Method of Investigation at the bottom of the Subsurface Log. Alternatively, sample recovery may be shown in this column or other data consistent with the column heading.
6. All recovered soil samples are reviewed in the laboratory by an engineering technician, geologist, or geotechnical engineer, unless noted otherwise. Visual descriptions are made on the basis of a combination of the driller’s field descriptions and noted observations together with the sample as received in the laboratory. The method of visual classification is based primarily on the Unified Soil Classification System (ASTM D 2487) with regard to the particle size and plasticity (See Table No. II), and the Unified Soil Classification System group symbols for the soil types are sometimes included with the soil classification. Additionally, the relative portion, by weight, of two or more soil types is described for granular soils in accordance with “Suggested Methods of Test for Identification of Soils” by D.M. Burmister, ASTM Special Technical Publication 479, June 1970. (See Table No. III). Description of the relative soil density or consistency is based upon the penetration records as defined in Table No. IV. The description of the soil moisture is based upon the relative wetness of the soil as recovered and is described as dry, moist, wet, and saturated. Water introduced into the boring either naturally or during drilling may have affected the moisture condition of the recovered sample. Special terms are used as required to describe soil deposition in greater detail; several such terms are listed in Table V. When sampling gravelly soils with a standard two inch diameter split spoon, the true percentage of gravel is often not recovered due to the relatively small sampler diameter. The presence of boulders and large gravel is sometimes, but not necessarily, detected by an evaluation of the casing and sampler blows or through the “action” of the drill rig as reported by the driller.
7. Rock description is based on review of the recovered rock core and the driller’s notes. Frequently used rock classification terms are included in Table VI.
8. The stratification lines represent the approximate boundary between soil types and the transition may be gradual. Solid stratification lines delineate apparent changes in soil type, based upon review of recovered soil samples and the driller’s notes. Dashed lines convey a lesser degree of certainty with respect to either a change in soil type or where such change may occur.
9. Miscellaneous observations and procedures noted by the driller are shown in this column, including water level observations. It is important to realize the reliability of the water level observations depends upon the soil type (water does not readily stabilize in a hole through fine grained soils), and that any drill water used to advance the boring may have influenced the observations. The ground water level will fluctuate seasonally, typically. One or more perched or trapped water levels may exist in the ground seasonally. All the available readings should be evaluated. If definite conclusions cannot be made, it is often prudent to examine the conditions more thoroughly through test pit excavations or groundwater observation wells.
10. The length of core run is defined as the length of penetration of the core barrel. Core recovery is the length of core recovered divided by the core run. The RQD (Rock Quality Designation) is the total length of pieces of NX core exceeding 4 inches divided by the core run. The size core barrel used is also noted in the Method of Investigation at the bottom of the Subsurface Log.

DATE _____
 STARTED _____
 FINISHED _____
 SHEET _____ OF _____



SJB SERVICES, INC. SUBSURFACE LOG

PROJ. No. _____
 HOLE No. _____
 SURF. ELEV. _____
 G.W. DEPTH _____

PROJECT _____ LOCATION _____

DEPTH (ft)	SAMPLES	SAMPLE NO.	BLOWS ON SAMPLER					BLOWS ON CASING C	SOIL OR ROCK CLASSIFICATION	NOTES
			0-6	6-12	12-18	18-24	N			
0								3" TOPSOIL	Groundwater at 10' upon completion, and 5' 24 hrs. after completion	
1	1	3	3	4	8	7	10	Brown SILT, some Sand, trace clay, ML (Moist-Loose)		
5							15 50/.5	Gray SHALE, medium hard, weathered, thin bedded, some fractures		
	①	②	③	④	⑤	⑥		⑦ (numbered features explained on reverse)	⑧	
									⑨ Run#1, 2.5'-5.0' 95% Recovery 50% RQD ⑩	

TABLE I

	Split Spoon Sample
	Shelby Tube Sample
	Geoprobe Macro-Core
	Auger or Test Pit Sample
	Rock Core

TABLE II

Identification of soil type is made on basis of an estimate of particle sizes, and in the case of fine grained soils also on basis of plasticity.

Soil Type	Soil Particle Size	
Boulder	>12"	
Cobble	3" - 12"	
Gravel - Coarse	3" - 3/4"	Coarse Grained (Granular)
- Fine	3/4" - #4	
Sand - Coarse	#4 - #10	Fine Grained
- Medium	#10 - #40	
- Fine	#40 - #200	
Silt - Non Plastic (Granular)	<#200	
Clay - Plastic (Cohesive)		

TABLE III

The following terms are used in classifying soils consisting of mixtures of two or more soil types. The estimate is based on weight of total sample.

Term	Percent of Total Sample
"and"	35 - 50
"some"	20 - 35
"little"	10 - 20
"trace"	less than 10

(When sampling gravelly soils with a standard split spoon, the true percentage of gravel is often not recovered due to the relatively small sampler diameter.)

TABLE IV

The relative compactness or consistency is described in accordance with the following terms:

Granular Soils		Cohesive Soils	
Term	Blows per Foot, N	Term	Blows per Foot, N
Loose	0 - 4	Very Soft	0 - 2
Loose	4 - 10	Soft	2 - 4
Firm	10 - 30	Medium	4 - 8
Compact	30 - 50	Stiff	8 - 15
Very Compact	>50	Very Stiff	15 - 30
		Hard	>30

(Large particles in the soils will often significantly influence the blows per foot recorded during the penetration test)

TABLE V

Varved	Horizontal uniform layers or seams of soil(s).
Layer	Soil deposit more than 6" thick.
Seam	Soil deposit less than 6" thick.
Parting	Soil deposit less than 1/8" thick.
Laminated	Irregular, horizontal and angled seams and partings of soil(s).

TABLE VI

Rock Classification Term	Meaning	Rock Classification Term	Meaning
Hardness - Soft	Scratched by fingernail	Bedding - Laminated	(<1")
- Medium Hard	Scratched easily by penknife	- Thin Bedded	(1" - 4")
- Hard	Scratched with difficulty by penknife	- Bedded	(4" - 12")
- Very Hard	Cannot be scratched by penknife	- Thick Bedded	(12" - 36")
Weathering - Very Weathered	Judged from the relative amounts of disintegration, iron staining, core recovery, clay seams, etc.	- Massive	(>36")
- Weathered			
- Sound			

(Fracturing refers to natural breaks in the rock oriented at some angle to the rock layers)

DATE:
 START 4/24/2018
 FINISH 4/25/2018
 SHEET 2 OF 3

SJB SERVICES, INC.
SUBSURFACE LOG



HOLE NO. B-1A
 SURF. ELEV. _____
 G.W. DEPTH See Notes

PROJECT: PROPOSED BRIDGE REPLACEMENT LOCATION: COUNTY RD 26
 PROJ. NO.: BD-18-030 HINSDALE, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER				SOIL OR ROCK CLASSIFICATION	NOTES
		0/6	6/12	12/18	N		
45	5	WOH	WOH			Gray Silty CLAY, little fine Sand (moist-wet, soft, CL) Contains Silt and Sand partings	
		3	4		3		
50	6	WOH	WOH			Gray Clayey SILT, little fine Sand (wet, medium, ML) Becomes Brown	
		8	10		8		
55	7	5	7			Gray f-c SAND, tr.silty clay (wet, firm, SW)	
		7	8		14		
60	8	5	3			Brown f-c GRAVEL and f-c Sand (wet, loose, GW)	
		5	7		8		
65	9	1	4			Brown fine SAND, tr.silty clay (wet, loose, SP)	
		5	6		9		
70	10	5	5			Brown f-c GRAVEL and f-c Sand, tr.silty clay (wet, firm, GW)	
		10	8		15		
75	11	5	7				
		8	9		15		
80	12	4	8				
		9	10		17		

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW CLASSIFIED BY: Geologist
 DRILLER: S. WOLKIEWICZ DRILL RIG TYPE: CME-75
 METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

DATE:
 START 4/23/2018
 FINISH 4/24/2018
 SHEET 1 OF 3

SJB SERVICES, INC.
SUBSURFACE LOG



HOLE NO. B-2
 SURF. ELEV. _____
 G.W. DEPTH See Notes

PROJECT: PROPOSED BRIDGE REPLACEMENT LOCATION: COUNTY RD 26
 PROJ. NO.: BD-18-030 HINSDALE, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER				SOIL OR ROCK CLASSIFICATION	NOTES
		0/6	6/12	12/18	N		
						ASPHALT / SUBBASE	Driller noted Asphalt and Subbase at the surface
	1	13	13			Brown f-c GRAVEL, some f-c Sand, little Silty Clay (moist, FILL)	
	2	13	10				
		13	15		23		
5	3	6	6				
		7	8		13		
	4	3	5			Becomes Gray and Brown, Contains tr.silty clay	
		3	2		8		
	5	3	4			Brown and Dark Brown f-c SAND, some Silty Clay, some f-c Gravel (moist, FILL)	
10		3	6		7		
	6	3	3			Brown, Gray and Dark Brown Silty CLAY and fine Sand, tr.organics (moist-wet, FILL)	
		3	2		6		
	7	2	2			Contains tr.gravel	
		2	3		4		
15	8	3	4			Gray f-c GRAVEL, some f-c Sand, little Silty Clay (wet, loose, GC-GM)	
		4	5		8		
	9	9	5				
		5	7		10		
	10	6	8				
20		7	8		15		
	11	5	6				
		8	7		14		
25							
	12	8	8				
		8	10		16		
30							
	13	3	4			(loose)	
		2	3		6		
35							
	14	4	2				
		2	3		4		
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW CLASSIFIED BY: Geologist
 DRILLER: A. KOSKE DRILL RIG TYPE: CME-75
 METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

DATE:
 START 4/23/2018
 FINISH 4/24/2018
 SHEET 2 OF 3

SJB SERVICES, INC.
SUBSURFACE LOG



HOLE NO. B-2
 SURF. ELEV. _____
 G.W. DEPTH See Notes

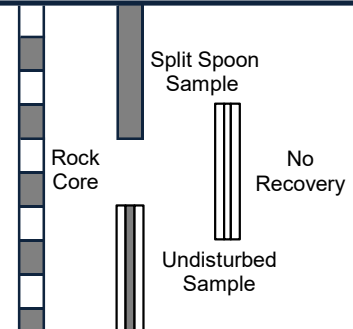
PROJECT: PROPOSED BRIDGE REPLACEMENT LOCATION: COUNTY RD 26
 PROJ. NO.: BD-18-030 HINSDALE, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER				SOIL OR ROCK CLASSIFICATION	NOTES
		0/6	6/12	12/18	N		
45	15	6	8			(firm)	Driller noted Asphalt and Subbase at the surface
		8	7		16		
50	16	6	6			Brown f-c SAND, some f-c Gravel, tr.silty clay (wet, firm, SW)	
		9	11		15		
55	17	6	7			Brown f-c GRAVEL, little f-c Sand, tr.silty clay (wet, firm, GW)	
		11	13		18		
60	18	8	7			Contains some f-c Sand	
		16	14		23		
65	19	9	11				
		13	13		24		
70	20	11	13			Contains little f-c Sand	
		17	17		30		
75	21	13	13				
		13	11		26		
80	22	6	13				
		15	14		28		

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW CLASSIFIED BY: Geologist
 DRILLER: A. KOSKE DRILL RIG TYPE: CME-75
 METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

**BORING LOG
GENERAL INFORMATION & KEY**

Casing, Sampling and Other Equipment					Moisture Content	
H.S.A: Hollow Stem Auger (record I.D.)	Rock Cores				M/C - moisture content	
S.S.A: Solid Stem Auger (record O.D.)					Standard	I.D.
Steel: Hollow Steel Flush Joint Casing (recorded I.D.)	EW / EX	1-13/32"	--	--	D - M Dry to Moist	
Open: Open Hole / No Casing (record I.D.)	AW / AX	1-25/32"	AQ	1-1/8"	MOIST Stains hands easily	
S.S.: Split Spoon (record I.D.)	BW / BX	2-7/32"	BQ	1-1/2"	M - W Moist to Wet	
Hammer: Auto - Automatic, Man - Manual (rope & cat-head)	NW / NX	2-27/32"	NQ	1-31/32"	WET Free water in sample	
Undist: Tube - Shelby, Oste - Osteberg (record I.D. & length)	HW / HX	2-25/32"	HQ	2-5/8"	SAT Saturated, flows	

Symbol Legend, Abbreviations & Burmiester Classification System							
	Abbreviations			Burmiester Classification System			
	W.O.R. - Weight of Rods			Color			
	W.O.H. - Weight of Rods & Hammer			br - brown			
	N - Standard Penetration Test N-value			rd - red			
	N.W.E. - No Water Encountered			gr - gray			
	do - ditto (same as above)			grn - green			
	REC - Recovery			blk - black			
	RQD - Rock Quality Designation			wht - white			
	PP - Pocket Penetrometer			lt - light			
	TOR - Torvane			dk - dark			
		Modifier	Percentage	Modifier	Percentage		
		trace	1 - 10%	some	21% - 35%		
		little	11% - 20%	and	36% - 50%		

This system divides the soil into three general categories of Gravel, Sand, Silt/Clay. The predominant fraction is listed first and if it is more than 50% of the matrix it will be capitalized. The following modifiers are provided to give a sense of the percentage of the remaining fractions.


Description of Soil Density


Relative Soil Density determined while advancing the soil boring by using ASTM Method D-1586, *Standard Penetration Test N-Value*. The N-Value is calculated by adding the hammer blow counts of the 2nd and 3rd sampling intervals together for driving a 2" O.D. sampler with a 140 lb. hammer falling 30" --OR-- by obtaining Pocket Penetrometer or Torvane Readings.


Coarse Grained Soils Greater than half the material larger than No. 200 Sieve (sand and gravel)		Fine Grained Soils [Greater than half the material is smaller than No. 200 Sieve (silt and clay)]					
N-Value	Relative Density	N-Value	Undrained Shear Strength				Relative Density
			psi	psf	tsf or kg/cm ²	kN/m ²	
< 4	Very Loose	< 2	< 2.5	< 375	< 0.2	< 20	Very Soft
4 to 10	Loose	2 to 4	2.5 to 5	375 to 750	0.20 to 0.40	20 to 40	Soft
10 to 30	Medium Dense	4 to 8	5 to 10	750 to 1,500	0.40 to 0.75	40 to 75	Firm -or- Medium Stiff
30 to 50	Dense	8 to 15	10 to 20	1,500 to 3,000	0.75 to 1.50	75 to 150	Stiff
> 50	Very Dense	15 to 30	20 to 40	3,000 to 6,000	1.50 to 3.00	150 to 300	Very Stiff
		> 30	> 40	> 6,000	> 3	> 3,000	Hard

Grain Size Distribution & Soil Type									
Boulder	Cobble	Gravel			Sand			Silt	Clay
		Coarse	Medium	Fine	Coarse	Medium	Fine		
>8"	8" - 3"	3" to 1"	1" to 3/8"	3/8" to #10	#10 to #30	#30 to #60	#60 to #200	#200 to 0.002	<0.002mm

Bed Rock Classification Terms & Field Test / Field Observation			
Term	Field Test / Field Observation		Rock Mass Classification based on RQD
	Hardness		RQD
			Rock Mass Quality
Soft	Can be Scratched by Fingernail		< 25%
Medium Hard	Easily Scratched by Pen Knife or Nail		25% to 50%
Hard	Difficultly Scratched by Pen Knife or Nail		50% to 75%
Very Hard	Cannot be Scratched by Pen Knife or Nail		75% to 90%
	Weathering		90% to 100%
Very Weathered	Based on observations (e.g., amount of disintegration, iron staining, core recovery, clay seams, amount of material within joints, etc.)		$RQD = \frac{\Sigma \text{ of pieces } \geq 4"}{\text{total length of run}}$
Weathered			
Sound			
Bedding (Natural Breaks in Rock Layers)			
Laminated	< 1 inch		
Thinly Bedded	1 inch to 4 inches		
Bedded	4 inches to 12 inches		
Thickly Bedded	12 inches to 36 inches		
Massive	> 36 inches		

		<h2 style="margin: 0;">BORING LOG</h2>			Boring No. B-3	
Project Name: Hinsdale Bridge				Project No.: 2181139.1		
Location: Hinsdale, Cattaraugus County, New York				Start Date: 2/26/19		
Client: Department of Public Works				Finish Date: 2/27/19		
Drilling Firm: SJB Services Inc.				Inspector: ---		
Drilling Crew:				Surface Elev.: +/-1490.0		
Groundwater/Caving		Date	Depth	Casing	Drill Rig: CME 850	
While Drilling:		2/26/19	13.5'	30.0'	Casing: 3-1/4" ID HSA & 4" ID Steel	
While Drilling:		2/27/19	15.0'	100.0'	Sampler: 1 3/8" ID S.S.	
Before Casing Removed:		2/27/19	15.0'	115.0'	Undisturbed: None	
After Casing Removed:		2/27/19	12.0'	out	Hammer: 140#, 30" drop, auto	
					Rock Core:	
					Other: N.M.- not measured Caving of bore hole not measured after casing removed.	
Depth (ft.)	Sample Number	Symbol	Blows on Sampler per 6"	MATERIAL DESCRIPTION G - Gravel; S - Sand; \$ - Silt; C - Clay; cly - clayey; sly - silty c - coarse, m - medium, f - fine t - trace (1 - 10%), l - little (11 - 20%), s - some (21 - 35%), a - and (36-50%);	Depth of Change	COMMENTS (e.g., N-value, recovery, moisture, core run, RQD, % recovered)
60				Augered to 60', See Boring Logs B-1 & B-1A		
61	S-1		7	br cmf S, t \$		S-1 60.0' - 62.0' N=13 REC = 14" Moist to Wet Consistency: Medium Dense
62			6			
63			7			
64				brown coarse to fine SAND, trace Silt		
65					65.0'	
66	S-2		9	br cmf S, t mf G		S-2 65.0' - 67.0' N=17 REC = 10" Moist Consistency: Medium Dense
67			8			
68			9			
69				brown coarse to fine SAND, trace medium to fine Gravel		
70					70.0'	
71	S-3		6	br-gr cmf S, s cmf G, t \$		S-3 70.0' - 72.0' N=14 REC = 5" Moist Consistency: Medium Dense Water encountered @ 13.5'
72			6			
73			8			
74						
75				brown gray coarse to fine SAND, some coarse to fine Gravel, trace Silt		
76	S-4		8	do		S-4 75.0' - 77.0' N=18 REC = 14" Wet Consistency: Medium Dense
77			9			
78			10			
79						
80						
81	S-5		8	do (br, cmf S, l cmf G)		S-5 80.0' - 82.0' N=18 REC = 18" Moist Consistency: Medium Dense
82			9			
			12			

 LaBella Powered by partnership.			BORING LOG		Boring No.	B-3
Project Name: Hinsdale Bridge					Project No.:	2181139.1
Location: Hinsdale, Cattaraugus County, New York					Start Date:	2/26/19
Client: Department of Public Works					Finish Date:	2/27/19
					Inspector:	---
					Surface Elev.:	+/-1490.0
Depth (ft.)	Sample Number	Symbol	Blows on Sampler per 6"	MATERIAL DESCRIPTION G - Gravel; S - Sand; \$ - Silt; C - Clay; cly - clayey c - coarse, m - medium, f - fine t - trace (1 - 10%), l - little (11 - 20%), s - some (21 - 35%), a - and (36-50%);	Depth of Change	COMMENTS (e.g., N-value, recovery, moisture, core run, RQD, % recovered)
83				<u>brown gray coarse to fine SAND, some coarse to fine Gravel, trace Silt</u>	85.0'	
84						
85						
86	S-6		9	grbr cmf G, s cmf S		S-6 85.0' - 87.0' N=26 REC = 10" Moist Consistency: Medium Dense
87			10			
88			16			
89			19	<u>gray brown coarse to fine GRAVEL, little coarse to fine Sand</u>		
90						
91	S-7		13			
92			14	do		
93			14			
94			15	<u>gray brown coarse to fine GRAVEL, little coarse to fine Sand</u>		S-7 90.0' - 92.0' N=28 REC = 11" Moist Consistency: Medium Dense
95						
96	S-8		18			
97			24	do (l cmf S)		
98			25			
99			19	<u>gray brown coarse to fine GRAVEL, little coarse to fine Sand</u>		S-8 95.0' - 97.0' N=49 REC = 14" Moist Consistency: Dense
100						
101	S-9		15			
102			16	do		
103			14			
104			16	<u>gray brown coarse to fine GRAVEL, little coarse to fine Sand</u>		S-9 95.0' - 97.0' N=30 REC = 12" Moist Consistency: Medium Dense Pulled Hollow Stem Augers and continued boring with Steel Casing @ 100.0'
105						
106	S-10		11			
107			12	do (l br cmf S)		
108			13			
			14			S-10 95.0' - 97.0' N=25 REC = 15" Moist Consistency: Medium Dense

 LaBella Powered by partnership.			BORING LOG		Boring No. B-3	
Project Name: Hinsdale Bridge			Project No.: 2181139.1		Start Date: 2/26/19	
Location: Hinsdale, Cattaraugus County, New York			Finish Date: 2/27/19		Inspector: ---	
Client: Department of Public Works			Surface Elev.: +/-1490.0			
Depth (ft.)	Sample Number	Symbol	Blows on Sampler per 6"	MATERIAL DESCRIPTION G - Gravel; S - Sand; \$ - Silt; C - Clay; cly - clayey c - coarse, m - medium, f - fine t - trace (1 - 10%), l - little (11 - 20%), s - some (21 - 35%), a - and (36-50%);	Depth of Change	COMMENTS (e.g., N-value, recovery, moisture, core run, RQD, % recovered)
109						
110						
111	S-11		10	do		S-11 95.0' - 97.0' N=28 REC = 17" Moist Consistency: Medium Dense
			15			
112			13			
113			16			
114						
115						
116	S-12		13	do		S-12 95.0' - 97.0' N=30 REC = 12" Moist Consistency: Medium Dense
			14			
117			15			
118			14			
119						
120						
121						
122						
123						
124						
125						
126						
127						
128						
129						
130						
131						
132						
133						
134						
				End of Boring @ 117.0'		

ATTACHMENT B

*SEISMIC SITE CLASSIFICATION WORKSHEET
ATC HAZARD BY LOCATION WEBSITE RESULTS*

SEISMIC SITE CLASSIFICATION WORK SHEET

BUILDING CODE: INTERNATIONAL BUILDING CODE - SECTION 1615

BORING: **B1, B1A, B3**

Class F Questions:

1 Are soils vulnerable to potential failure or collapse under seismic loading present (i.e., liquefiable, quick/highly sensitive clay, collapsible weakly cemented)?	NO
2 Is there a layer of Peat or Highly Organic Clay greater than 10 feet in thickness?	NO
3 Is there a layer of High Plasticity Clay (PI > 75) greater than 25 feet in thickness?	NO
4 Is there a layer of soft to medium stiff Clay greater than 120 feet in thickness?	NO

Class E Questions:

More than 10 feet of soil having ALL the following:	
1 Plasticity Index (PI) > 20?	No
2 Moisture Content (w) >= 40%?	No
3 Undrained shear strength (S _u) < 500 psf?	No

CLASS E & F CHECKS
CONTINUE WITH SHEET BELOW

LAYER INTERVAL			LAYER THICK	N-VALUES (STANDARD PENETRATION TEST RESULTS) FOR EACH SAMPLE RETRIEVED WITHIN LAYER										AVG N VALUE	d _i / N _i	
NO.	BEG	END	d _i												N _i	
1	0	2	2	26											26.0	0.08
2	2	4	2	23											23.0	0.09
3	4	6	2	13											13.0	0.15
4	6	8	2	8											8.0	0.25
5	8	10	2	7											7.0	0.29
6	10	12	2	6											6.0	0.33
7	12	14	2	4											4.0	0.50
8	14	16	2	8											8.0	0.25
9	16	18	2	10											10.0	0.20
10	18	20	2	15											15.0	0.13
11	20	25	5	14											14.0	0.36
12	25	30	5	16											16.0	0.31
13	30	35	5	6											6.0	0.83
14	35	40	5	4											4.0	1.25
15	40	45	5	16											16.0	0.31
16	45	50	5	15											15.0	0.33
17	50	55	5	18											18.0	0.28
18	55	60	5	23											23.0	0.22
19	60	65	5	13											13.0	0.38
20	65	70	5	17											17.0	0.29
21	70	75	5	14											14.0	0.36
22	75	80	5	18											18.0	0.28
23	80	85	5	18											18.0	0.28
24	85	90	5	26												
25	90	95	5	28											28.0	0.18
26	95	100	5	29											29.0	0.17
Σ d_i:			100.0											Σ d_i/N_i:	8.11	

$$N = \frac{\sum d_i}{\sum d_i/N_i} = \frac{100.0}{8.11} = 12.3$$

CLASS C N > 50
 CLASS D 15 ≤ N ≤ 50
 CLASS E N < 15

SITE CLASSIFICATION: Class E

Soft Clay Soil

Seismic Site Classification Correction

The standard penetration test results from Borings B-1, B-1A and B-3 were used to characterize the subsurface soils to a depth of 100 feet. No corrections are necessary or warranted based on the conditions encountered.

SITE CLASSIFICATION: No Correction

Risk Category	Nature of occupancy
I	Buildings and other structures that represent low risk to human life in the event of failure, including but not limited to: Agricultural Facilities Certain Temporary Facilities Minor Storage Facilities
II	All buildings and other structures except those listed in Risk Category I, III, and IV
III	Buildings and other structures, the failure of which could pose a substantial risk to human life, including but not limited to: Primary occupancy is public assembly of greater than 300 people. Group E Occupancies greater than 250 people. Educational Occupancies for students above 12th grade greater than 500 people. Group I-2 Occupancies greater than 50 resident care recipients but NOT having surgery or emergency treatment facilities. Group I-3 Occupancies. Any other Occupancies of 5,000 people or greater. Power Generating Stations Potable Water Treatment Facilities Waste Water Treatment Facilities Other Public Utility Facilities not listed in Risk Category IV Buildings and other structures, not included in Risk Category IV, with potential to cause a substantial economic impact and/or mass disruption to day-to-day civilian life in the event of failure. Buildings and other structures, not included in Risk Category IV, (including, but not limited to, facilities that manufacture, process, handle, store, use, or dispose of such substances as hazardous fuels, hazardous chemicals, hazardous waste or explosives) containing toxic or explosive substances where the quantity of the material exceeds the threshold quantity established by the authority having jurisdiction and is sufficient to pose a threat to the public if released.
IV	Buildings and other structures designated as essential facilities, including but not limited to: Group I-2 Occupancies having surgery or emergency treatment facilities Fire, Rescue, Ambulance and Police Stations and Emergency vehicle garages Designated Earthquake, Hurricane or other emergency shelters Designated Emergency Preparedness, communications & operations centers for emergency response. Power-generating stations and other public utility facilities required as emergency back up facilities for Risk Category IV Structures. Buildings and other structures, the failure of which could pose a substantial hazard to the community. Buildings and other structures, (including, but not limited to, facilities that manufacture, process, handle, store, use, or dispose of such substances as hazardous fuels, hazardous chemicals, hazardous waste) containing sufficient quantities of highly toxic substances where the quantity of the material exceeds the threshold quantity established by the authority having jurisdiction and is sufficient to pose a threat to the public if released.

SEISMIC SITE PARAMETERS

Latitude
N **42.1689379**

Longitude
E **-78.3897642**

Risk Category: **II**

Site Class: **E**

Reference:
ASCE 7-10

Basic Parameters

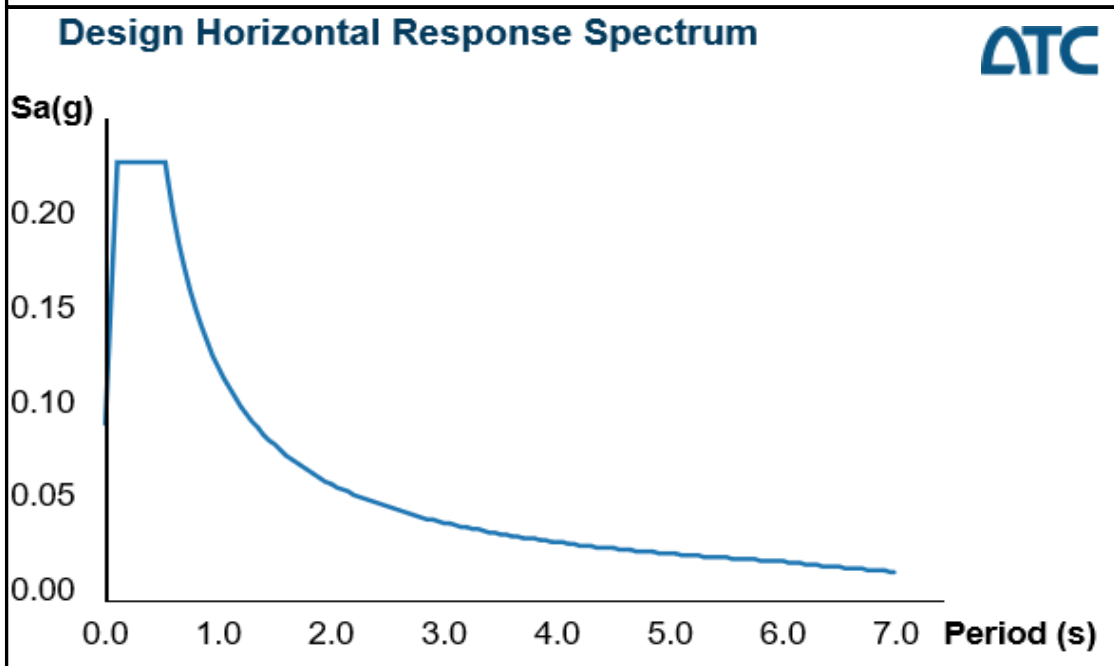
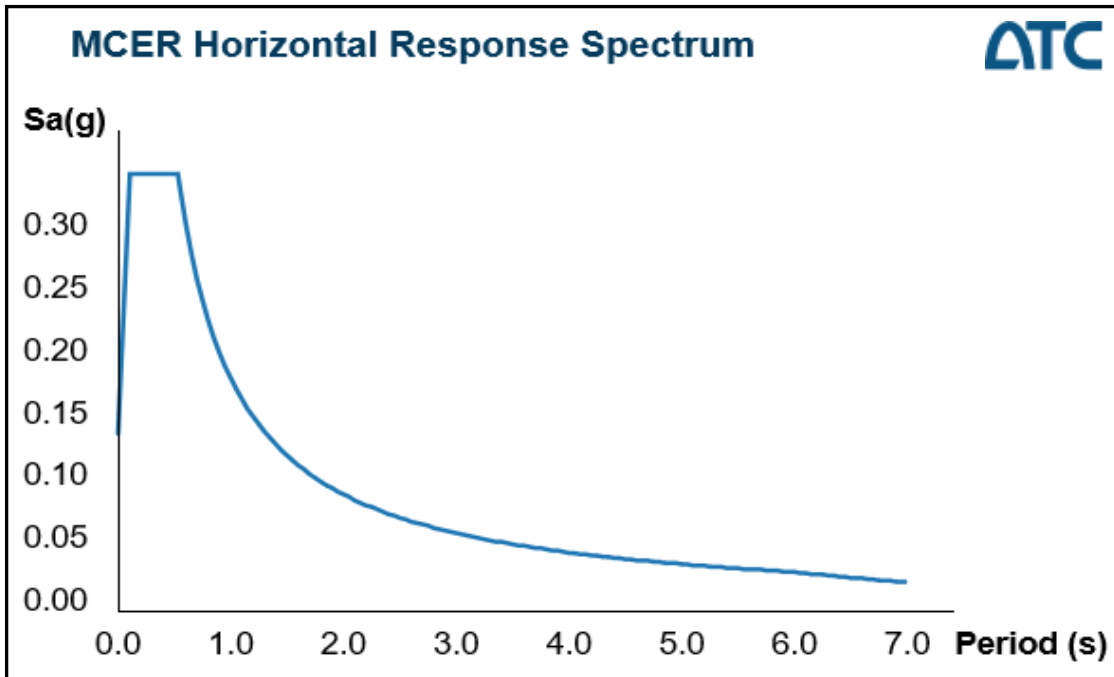


Name	Value	Description
S _S	0.14	MCE _R ground motion (period=0.2s)
S ₁	0.053	MCE _R ground motion (period=1.0s)
S _{MS}	0.349	Site-modified spectral acceleration value
S _{M1}	0.186	Site-modified spectral acceleration value
S _{DS}	0.233	Numeric seismic design value at 0.2s SA
S _{D1}	0.124	Numeric seismic design value at 1.0s SA

Additional Information



Name	Value	Description
SDC	B	Seismic design category
F _a	2.5	Site amplification factor at 0.2s
F _v	3.5	Site amplification factor at 1.0s
CR _S	0.904	Coefficient of risk (0.2s)
CR ₁	0.912	Coefficient of risk (1.0s)
PGA	0.069	MCE _G peak ground acceleration
F _{PGA}	2.5	Site amplification factor at PGA
PGA _M	0.172	Site modified peak ground acceleration
T _L	6	Long-period transition period (s)
S _{sRT}	0.14	Probabilistic risk-targeted ground motion (0.2s)
S _{sUH}	0.155	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
S _{sD}	1.5	Factored deterministic acceleration value (0.2s)
S _{1RT}	0.053	Probabilistic risk-targeted ground motion (1.0s)
S _{1UH}	0.058	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
S _{1D}	0.6	Factored deterministic acceleration value (1.0s)
PGA _d	0.5	Factored deterministic acceleration value (PGA)



The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.

Disclaimer

Hazard loads are provided by the U.S. Geological Survey Seismic Design Web Services.

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