

**CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS  
MINIMUM SPECIFICATIONS AND BID FORMS  
FOR**

**2017 STREAMBANK STABILIZATION PROJECTS**

**COUNTY ROAD 14 - TOWN OF LITTLE VALLEY  
COUNTY ROAD 18 – TOWN OF HUMPHREY  
COUNTY ROAD 44 @ LEON BRIDGE NO. 2 – TOWN OF LEON  
COUNTY ROAD 5 @ DAYTON BRIDGE NO. 5 – TOWN OF DAYTON**

Prepared by:  
**Cattaraugus County  
Department of Public Works**

8810 Route 242  
Little Valley, NY 14755



**General Provisions and Bid Proposal Booklet**

**MARCH 2017**

**DPW BID NO. 32**

## TABLE OF CONTENTS

	Advertisement for Bids	i & ii
	General Notes and Conditions	iii
Section A	Unit Price Bid Schedule	A1
	Project Bid Schedule	A2 to A5
Section B	Required Certifications	
	1. Unit Sum Bid Form & Acknowledgement of Receipt of Addenda*	B1 to B2
	2. Bid Bond Form *	B3 to B4
	3. Bidder Information Sheet *	B5
	4. Non-Collusive Bidding Certification *	B6 to B9
	5. Reporting Violations of Non-Collusive Bidding Procedures, Misconduct, or other Prohibited Contract Activities	B10
	6. Reference Sheet *	B11
	7. Legal Status Information *	B12
	8. Bid for Performance of Contract *	B13
	9. Responsible Bidder Law & Requirements	B14 to B16
	10. "Iran Divestment Act of 2012"	B17
Section C	Agreement **	C1 to C11
Section D	General Provisions	D1 to D20
Section E	Prevailing Wage Rates	
Attachment A	Project Descriptions / Location Maps / Sketches	
Attachment B	Special Construction Inspections	
Attachment C	Army Corps Permit (Pending)	
Attachment D	Army Corps of Engineers – Nationwide Permit	
Attachment E	New York State DEC – Project Permits	
Attachment F	New York State DEC General Permit	



# CATTARAUGUS COUNTY

## DEPARTMENT OF PUBLIC WORKS

*Development – Progress – Workmanship*

*Joseph T. Pillittere  
Commissioner*

*Ryan J. Ferguson  
Deputy Commissioner*

*Mark C. Burr, P.E.  
Director of Engineering*



*Jack Ellis Drive  
8810 Route 242  
Little Valley, New York 14755  
Phone (716) 938-9121  
FAX (716) 938-2753*

### ADVERTISEMENT FOR BIDS

Sealed bids for **Streambank Stabilization Projects**, for the Cattaraugus County Department of Public Works, according to specifications, will be received by the undersigned, at the Department of Public Works Facility, 8810 Route 242, Little Valley, New York, until **Wednesday, March 22, 2017 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:  
Any bid not clearly marked will not be considered.

#### **DPW BID #32 - Streambank Stabilization Projects**

Clean out sand and gravel bars, realign streambed and reinforce stream banks within Cattaraugus County.

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders will be available **March 9, 2017**, and may be secured online at **www.cattco.org/bid-request** or at Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, New York 14755. Phone Dawn Smith at 938-9121, ext. 2465. There will be a **\$50.00** charge for each set of specifications, plus **\$8.00** postage if mailed. Checks are to be made payable to the Cattaraugus County Treasurer. The specifications for this project will be available for examination at the offices of; Southern Tier Builders Association, 65 West Main St., Falconer, NY 14733, & on their web site, (STBA website at: www.stba.com) Login Page: http://login.onlineplanservice.com/SP/code.aspx Password: **NYBX17-00751-SS32**

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.

The full deposit, according to General Municipal Law, Less any postage costs, will be refunded for complete sets with no missing pages, returned in good condition (NOT MARKED IN OR WRITTEN IN) within 30 days of the award of contract. No refunds will be made for sets returned later than 30 days of the award of contract.

**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

## STREAMBANK STABILIZATION PROJECTS GENERAL NOTES AND CONDITIONS

- 1) One contract will be awarded for the four (4) project sites.
- 2) Quantities are estimates only. Actual field quantities will be paid.
- 3) Project scope could be adjusted depending upon field conditions.
- 4) Projects are contingent upon ACOE and DEC permit requirements and approval for land rights on area outside the highway right-of-way.

**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](mailto:dasmith@cattco.org)**



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  
Principal if a  
corporation)

..... (L.S.)

..... (L.S.)

..... (L.S.)

**Principal**

(Corporate seal of  
Surety Co.)

..... Company

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: \_\_\_\_\_

## LEGAL STATUS INFORMATION

To facilitate correct drawing and execution of contract, proposer shall supply full information concerning legal status:

FIRM NAME:

PRINCIPAL OFFICE:

Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Area Code \_\_\_\_\_ Telephone \_\_\_\_\_

LOCAL OFFICE:

Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Area Code \_\_\_\_\_ Telephone \_\_\_\_\_

CONTRACT TO BE SENT TO: Principal Office: \_\_\_\_\_ Local Office: \_\_\_\_\_

CHECK ONE: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_

(Incorporated under the Laws of the State of \_\_\_\_\_)

(If foreign corporation, state if authorized to do business in the State of New York:  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_)

TRADE NAME: \_\_\_\_\_

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____

NAME, TITLE, AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT ON BEHALF OF PROPOSER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

PLEASE TYPE OR PRINT

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 *Bid No. 32 – 2017 Stream Bank Stabilization Projects: County Road 14 – Town of Little Valley; County Road 18 – Town of Humphrey; County Road 44 @ Leon Br. #2 – Town of Leon; and County Road 5 @ Dayton Br. #5 – Town of Dayton*, 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



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.



“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

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 **2017 Stream Bank Stabilization Projects**, 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 31, 2017**.

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 Lump Sum 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 "**2017 Stream Bank Stabilization Projects**"
- (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 interest under any of the Contract Documents and,

- (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 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 or workmanship 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 attorney's 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 \$300 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**  
**TABLE OF CONTENTS**

**PART 1 - BIDDING REQUIREMENTS AND CONDITIONS**

- 1.1 Notice to Bidders (Advertisement)
- 1.2 Prequalification of Bidders
- 1.3 Proposal Guaranty
- 1.4 Delivery of Proposals
- 1.5 Notice of Special Conditions
- 1.6 Disqualification of Bidders

**PART 2 - AWARD AND EXECUTION OF CONTRACT**

- 2.1 Consideration of Proposals
- 2.2 Cancellation of Award
- 2.3 Return of Proposal Guaranty
- 2.4 Bonds
- 2.5 Failure to Execute Contract

**PART 3 - SCOPE OF WORK**

- 3.1 Responsibility of the Contractor

**PART 4 - CONTROL OF WORK**

- 4.1 Authority of Engineer
- 4.2 Substantial Completion and Final Acceptance of Work
- 4.3 General Guaranty
- 4.4 Contractor's Personnel
- 4.5 Cooperation with Utilities

**PART 5 - CONTROL OF MATERIALS**

- 5.1 Certificate of Acceptability

**PART 6 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

- 6.1 Subcontractors, Material men and Laborers
- 6.2 Responsibility for Damage Claims
- 6.3 No Waiver of Legal Rights
- 6.4 Insurance
- 6.5 Litigation

**PART 7 - PROSECUTION AND PROGRESS**

- 7.1 Notice to Proceed
- 7.2 Prosecution of Work
- 7.3 Temporary Suspension of Work
- 7.4 Date of Completion of Contract Work
- 7.5 Termination of Contract
- 7.6 Failure to Complete Work on Time
- 7.7 Assignment

**PART 8 – MEASUREMENT, PAYMENT, AND RECORD KEEPING**

- 8.1 Payments on Contract
- 8.2 Differing Site Conditions
- 8.3 Record Keeping

## PART 1 BIDDING REQUIREMENTS AND CONDITIONS

### 1.1 NOTICE TO BIDDERS (ADVERTISEMENT)

Sealed bids for the 2017 Stream Bank Stabilization Projects, 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 **Wednesday, March 22, 2017** 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). All checks for purchase of Contract Plans and Documents shall be made payable to "Cattaraugus County Treasurer". The full deposit, according to General Municipal Law, Less any postage costs, will be refunded for complete sets with no missing pages, returned in good condition (NOT MARKED OR WRITTEN IN) within 30 days of the award of contract. No refunds will be made for sets returned later than 30 days of the award of contract.

Questions regarding the contract documents for this project may be directed to Mark C. Burr, PE, Director of Engineering, Cattaraugus County Department of Public Works at (716) 938-2431.

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 "Cattaraugus County Treasurer", 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.



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 construction 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.

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 PREQUALIFICATION OF BIDDERS

The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

#### 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 E
- C. New York State DEC Permits

## 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 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 D-18) 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 includes the following:

- ❖ Mobilization
- ❖ Flow Diversion
- ❖ Site Preparation/Bank Shaping
- ❖ Rock riprap Installation
- ❖ Site Restoration / Seed & Mulch

## 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 D-20).

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 person with the ability to communicate effectively in English, 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 pre-casting plants not approved by the County shall be borne by the Contractor. This shall include, but not be limited to any plant 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 or workmanship 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 Human Resources 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 Resources 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, at 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 D-14.

For all damages arising during the policy period, shall be furnished in the types (al.) 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 D-14 (Column A – Construction & Maintenance).

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	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
EMPLOYER'S LIABILITY							
*** 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.

\*\* 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 D-19) 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.



## NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### PROJECT Description:

#### 2017 Stream Bank Stabilization Projects

The County has considered the Bid submitted by you for the above-described work in response to its Advertisement for Bid No. 32 opened Wednesday, March 22, 2017.

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 2017

OWNER: Cattaraugus County

BY: \_\_\_\_\_

TITLE: Commissioner, Department of Public Works

### 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: 2017 Stream Bank Stabilization Projects**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence work in accordance with the Agreement dated on or before \_\_\_\_\_. All work shall be completed on or before October 31, 2017 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: 2017 Stream Bank Stabilization Projects**

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 E**

### **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.



## New York State Department of Labor

## Prevailing Wage

Unemployment  
BenefitsCareer  
ServicesBusiness  
ServicesWorker  
ProtectionForms and  
Publications

Home

[Wage Schedule](#) · [Submit Notice Of Award](#) · [Submit Notice Of Project Completion](#)

PRC#: 2017002015

Acceptance Status: Accepted Article 8

Type of Contracting Agency: County

## Contracting Agency

## Send Reply To

Cattaraugus County DPW  
Dawn Smith  
Procurement Specialist  
8810 Route 242  
Little Valley NY 14755  
  
(716) 938-9121 Ext: 2465  
(716) 938- 2782 Fax  
dasmith@cattco.org

## Project Information

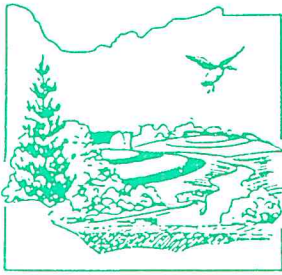
**Project Title** StreambankStabilization17  
**Description of Work** Clean out sand and gravel bars, realign streambed and reinforce stream banks within Cattaraugus County  
**Contract Id No.** StrmbnkStab17  
**Project Location(s)** Throughout County  
**Route No / Street Address** Throughout County  
**Village / City** Throughout County  
**Town** Throughout County  
**State / Zip** NY 14755  
**Nature of Project** Heavy and Highway Construction (New and Repair)  
**Approximate Bid Date** 03/22/2017  
**Checked Occupation(s)** Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

## Applicable Counties

Cattaraugus

# ATTACHMENT A

## PROJECT DESCRIPTIONS / LOCATION MAP / SKETCHES



Conservation Today . . .  
For A Better Tomorrow

## Cattaraugus County Soil and Water Conservation District

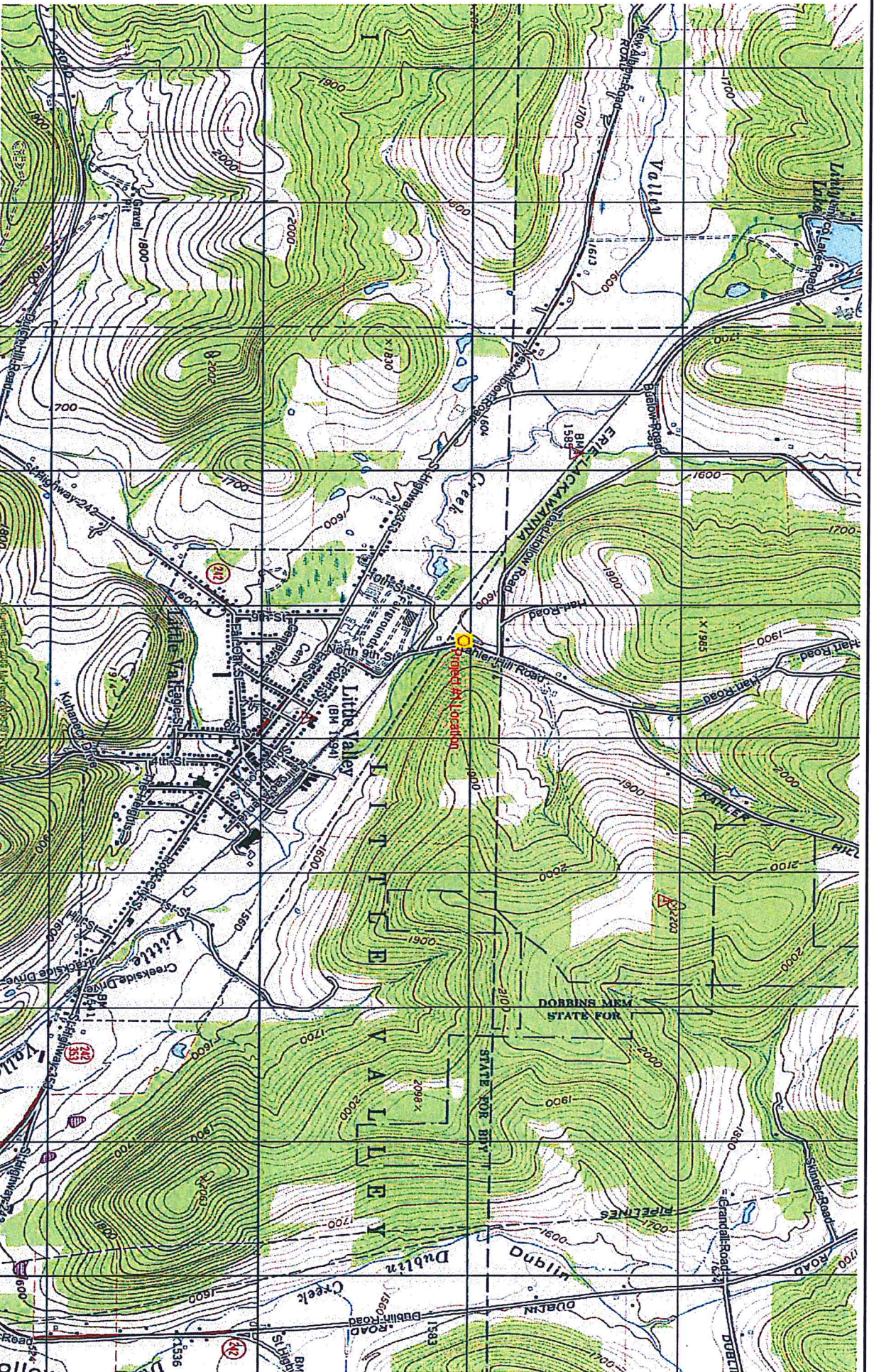
8 MARTHA ST., P.O. BOX 1765 ELLICOTTVILLE, NY 14731 PHONE (716) 699-2326 FAX (716) 699-5506

***Cattaraugus County Department of Public Works  
Emergency Stream Bank Project # 1  
County Road # 14  
Town of Little Valley  
Project Description***

**Project Description-** This project will involve the repair and armoring of the stream bank with rock riprap to protect the road shoulder on County Road #14 in the Town of Little Valley. This project will consist of a reach of a tributary to Little Valley Creek being approximately 130 linear feet in total length. The sequence of work to complete this project is as follows:

1. It will be the responsibility of the contractor to have all utilities located and marked before the start of any work.
2. Flow will be diverted away from the work area. All precautions will be taken to prevent siltation from leaving the work area. How this will be done is up to the contractor.
3. The eroded stream bank will be reshaped using material from the gravel deposit on an as needed basis.
4. The repaired area will consist of 100 linear feet to be armored with a mixture of 75% DOT heavy and 25% medium material for a good mixture to make sure all void are filled. There will be a 3 foot by 3 foot toe into the stream bed. Rock will be placed 1.5 foot thick on a 2 foot horizontal to 1 foot vertical finish slope approximately 9 feet up the bank. There will be a 15 linear foot key into stable bank at both ends of the work for a total length of 130 linear feet. It has been estimated to take approximately 188 ton of the rock mixture to complete this project.
5. The site will be restored and seeded with an approved seed mixture and mulched to the Inspector's satisfaction or at the contractor's discretion, be hydro-seeded.





**Drawing Not To Scale**  
**For Permit Purposes Only**  
**Not An Engineered Design**

**Cattaraugus County Soil & Water Conservation District**

**Project Name:** Cattaraugus Co. DPW Co Rd 14 Stream Bank Stabilization Project

**Designed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Drawn:** R. Shenk \_\_\_\_\_ **Date:** 1/2017

**Checked:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approved:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

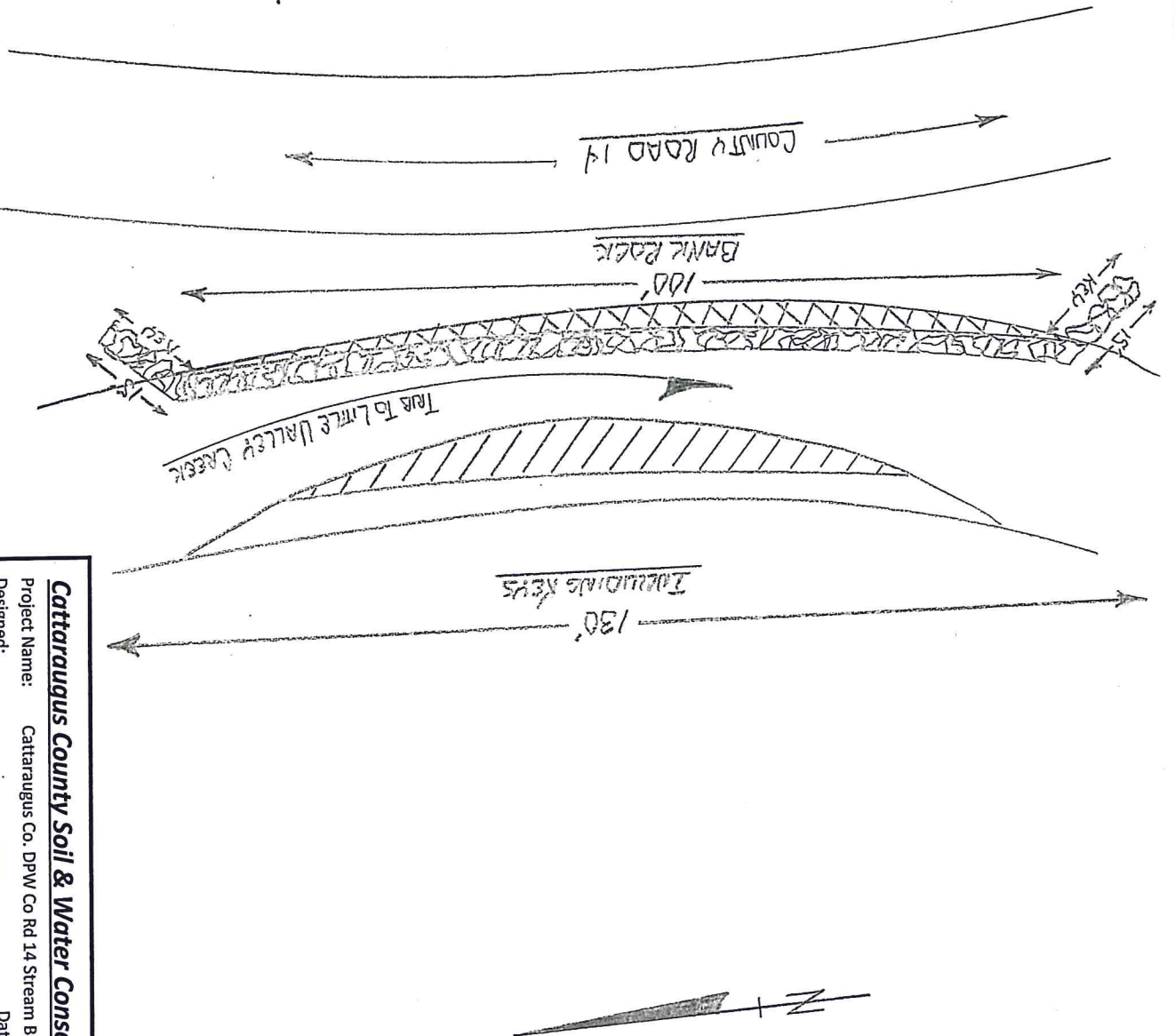
\_\_\_\_\_ Typical Cross-section \_\_\_\_\_







- 1) All utilities will be marked before any work is started.
- 2) Work to be done will be on a Tributary to Little Valley Creek in the Town of Little Valley. The work will consist of 100 linear feet of rock riprap and a 15 linear foot key at both ends of the rock.
- 3) Flow will be diverted away from the work area to allow work to be completed in dry conditions.
- 4) Material from the on-site gravel deposits will be used to reshape the eroded stream bank to a 2:1 or flatter finish slope.
- 5) Rock will be "toed" into the stream bed 3 feet and a Blanket of rock 18 inches thick or greater will be placed from the toe approximately 11 feet as bank protection. The rock will be "keyed" into stable bank 15 feet.
- 6) All disturbed areas will be finish graded, seeded with an approved seed mixture and mulched at the completion of the project.



**Drawing Not To Scale**  
**For Permit Purposes Only**  
**Not An Engineered Design**

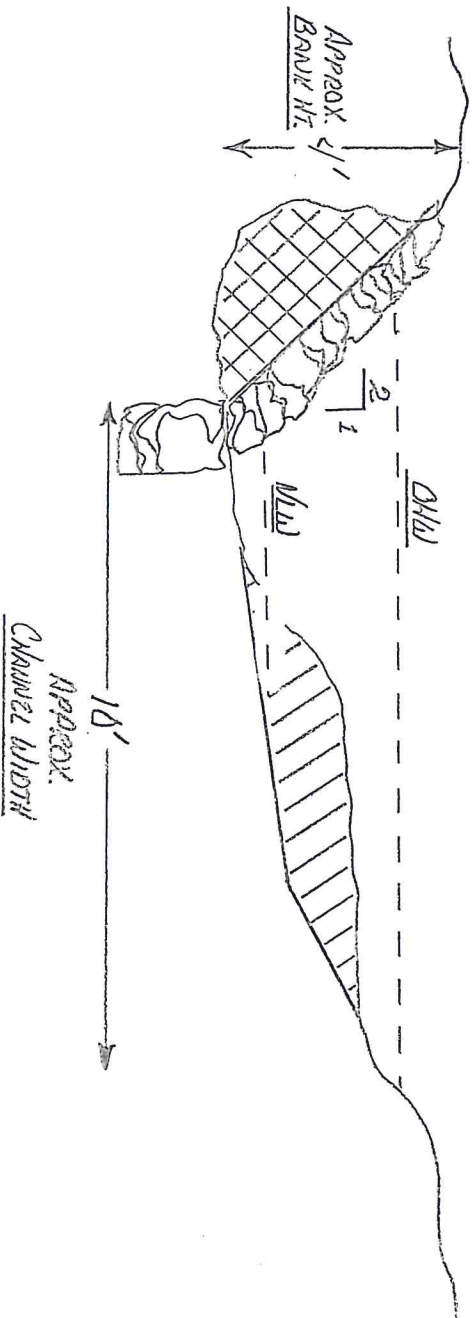
**Cattaraugus County Soil & Water Conservation District**

Project Name: Cattaraugus Co. DPW Co Rd 14 Stream Bank Stabilization Project  
 Designed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Drawn: R. Shenk \_\_\_\_\_ Date: 1/2017  
 Checked: \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_ Plan-View \_\_\_\_\_  
 Sheet 1 of 2



## Typical Cross-section

- 1) All utilities will be marked before any work is started.
- 2) Work to be done will be on a Tributary to Little Valley Creek in the Town of Little Valley. The work will consist of 100 linear feet of rock riprap and a 15 linear foot key at both ends of the rock.
- 3) Flow will be diverted away from the work area to allow work to be completed in dry conditions.
- 4) Material from the on-site gravel deposits will be used to reshape the eroded stream bank to a 2:1 or flatter finish slope.
- 5) Rock will be "toed" into the stream bed 3 feet and a Blanket of rock 18 inches thick or greater will be placed from the toe approximately 11 feet as bank protection. The rock will be "keyed" into stable bank 15 feet.
- 6) All disturbed areas will be finish graded, seeded with an approved seed mixture and mulched at the completion of the project.
- 7) There will be no trees cut to complete this project and the stream bed is a coarse gravel/cobble material.



**Drawing Not To Scale**  
**For Permit Purposes Only**  
**Not An Engineered Design**

### **Cattaraugus County Soil & Water Conservation District**

Project Name: Cattaraugus Co. DPW Co Rd 14 Stream Bank Stabilization Project

Designed: \_\_\_\_\_ Date: \_\_\_\_\_

Drawn: R. Sherk \_\_\_\_\_ Date: 1/2017 \_\_\_\_\_

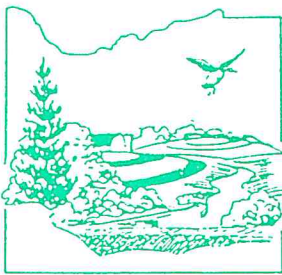
Checked: \_\_\_\_\_ Date: \_\_\_\_\_

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_ Typical Cross-section \_\_\_\_\_

Sheet 2 of 2



Conservation Today . . .  
For A Better Tomorrow

## Cattaraugus County Soil and Water Conservation District

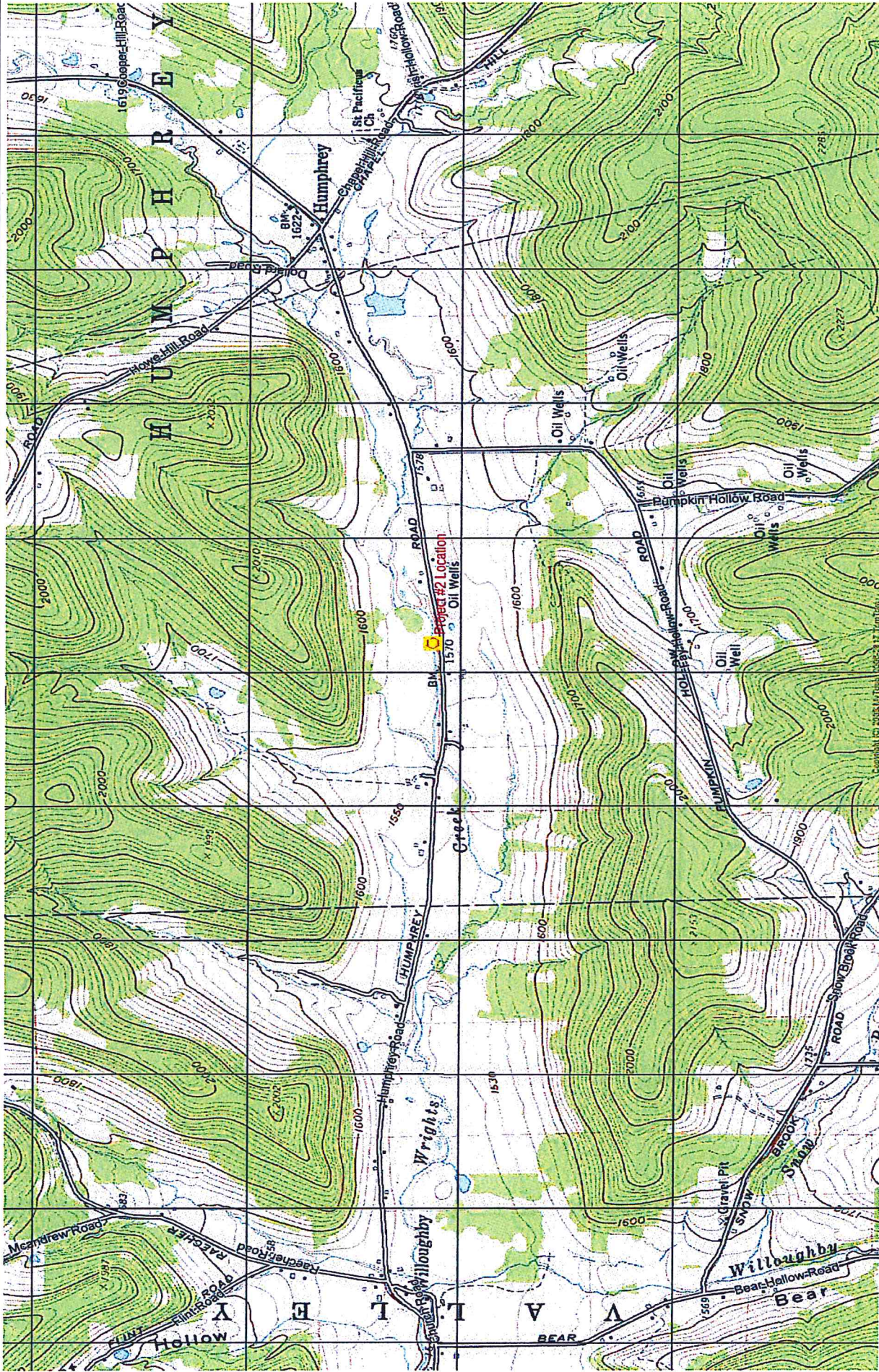
8 MARTHA ST., P.O. BOX 1765 ELLICOTTVILLE, NY 14731 PHONE (716) 699-2326 FAX (716) 699-5506

***Cattaraugus County Department of Public Works  
Emergency Stream Bank Project # 2  
County Road # 18  
Town of Humphrey  
Project Description***

**Project Description-** This project will involve the repair and armoring of the stream bank with rock riprap to protect the road shoulder on County Road #18 in the Town of Humphrey. This project will consist of two reaches of Wrights Creek involving 370 linear feet in total length. The sequence of work to complete this project is as follows:

1. It will be the responsibility of the Contractor to have all utilities located and marked before the start of any work.
2. Flow will be diverted away from the work area. All precautions will be taken to prevent siltation from leaving the work area. How this will be done is up to the Contractor.
3. The eroded stream bank will be reshaped using material from the gravel deposit on an as needed basis.
4. Reach # 1- will consist of 180 linear feet on the east end of the project. The rock will be a mixture of 75% DOT heavy and 25% medium material for a good mixture to make sure all voids are filled. There will be a 3 foot by 3 foot toe into the stream bed. Rock will be placed 1.5 feet thick on a 2 foot horizontal to 1 foot vertical finish slope approximately 13 feet up the bank. There will be a 15 linear foot key into stable bank at both ends of the reach for a total length of 210 linear feet. It is estimated to need approximately 391 tons of the rock mixture to complete this reach.  
  
Reach # 2- will consist of the same work at the west end of the project. This reach is 130 linear feet with a 15 linear foot key into stable bank at both ends as well for a total length of this reach being 160 linear feet. It is estimated to need approximately 298 tons of rock mixture to complete this reach. The total length for both reaches of this project is 370 linear feet.
5. The site will be restored and seeded with an approved seed mixture and mulched to the Inspector's satisfaction or at the Contractor's discretion, be hydro-seeded.





# Cattaraugus County Soil & Water Conservation District

Project Name: Cattaraugus Co. DPW Co Rd 18 Stream Bank Stabilization Project  
 Designed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Drawn: R. Shenk \_\_\_\_\_ Date: 1/2017  
 Checked: \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_ Typical Cross-section \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_

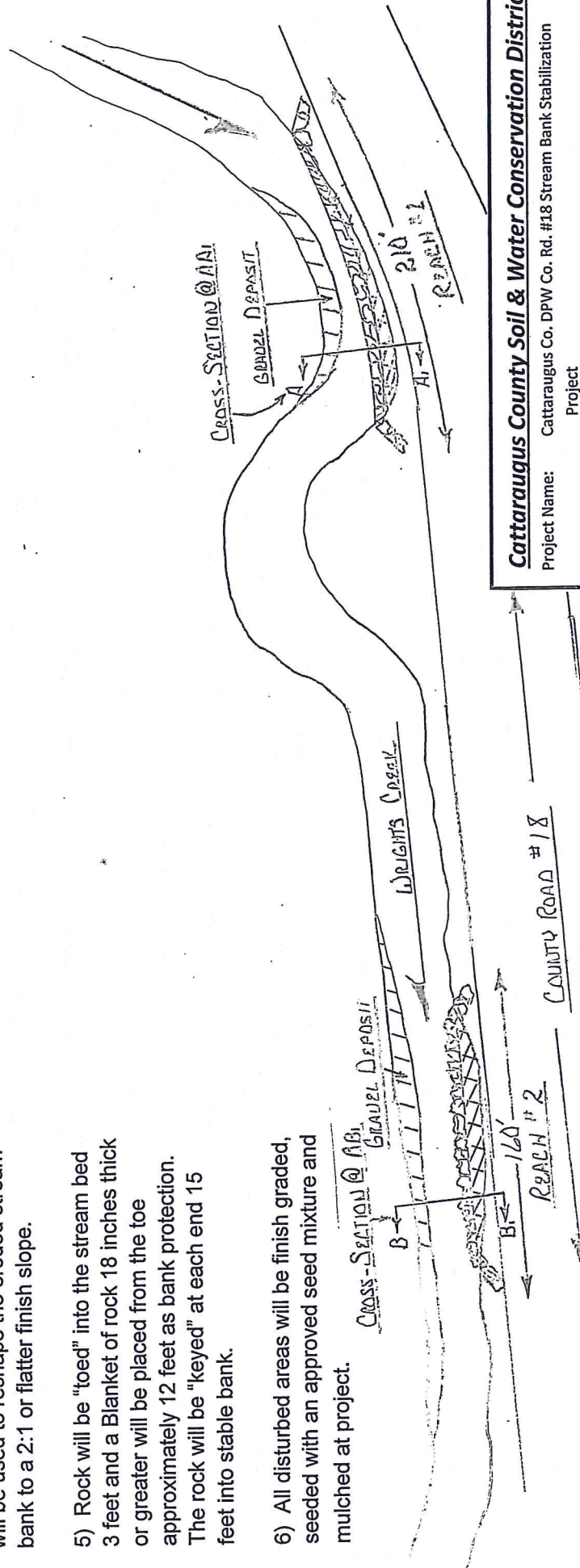
Drawing Not To Scale  
 For Permit Purposes Only  
 Not An Engineered Design







- 1) All utilities will be marked before any work is started.
- 2) Work to be done is on 2 reaches equaling approximately 370 linear feet of Wrights Creek. Reach 1 will be approximately 210 feet with keys at both ends and Reach 2 will be approximately 160 feet with keys.
- 3) Flow will be diverted away from the work area to allow work to be completed in dry conditions.
- 4) Material from the on-site gravel deposits will be used to reshape the eroded stream bank to a 2:1 or flatter finish slope.
- 5) Rock will be "toed" into the stream bed 3 feet and a Blanket of rock 18 inches thick or greater will be placed from the toe approximately 12 feet as bank protection. The rock will be "keyed" at each end 15 feet into stable bank.
- 6) All disturbed areas will be finish graded, seeded with an approved seed mixture and mulched at project.



**Drawing Not To Scale  
For Permit Purposes Only  
Not An Engineered Design**

### Cattaraugus County Soil & Water Conservation District

Project Name: Cattaraugus Co. DPW Co. Rd. #18 Stream Bank Stabilization

Project

Designed:

Date:

Drawn:

R. Shenk

Date:

Checked:

Date:

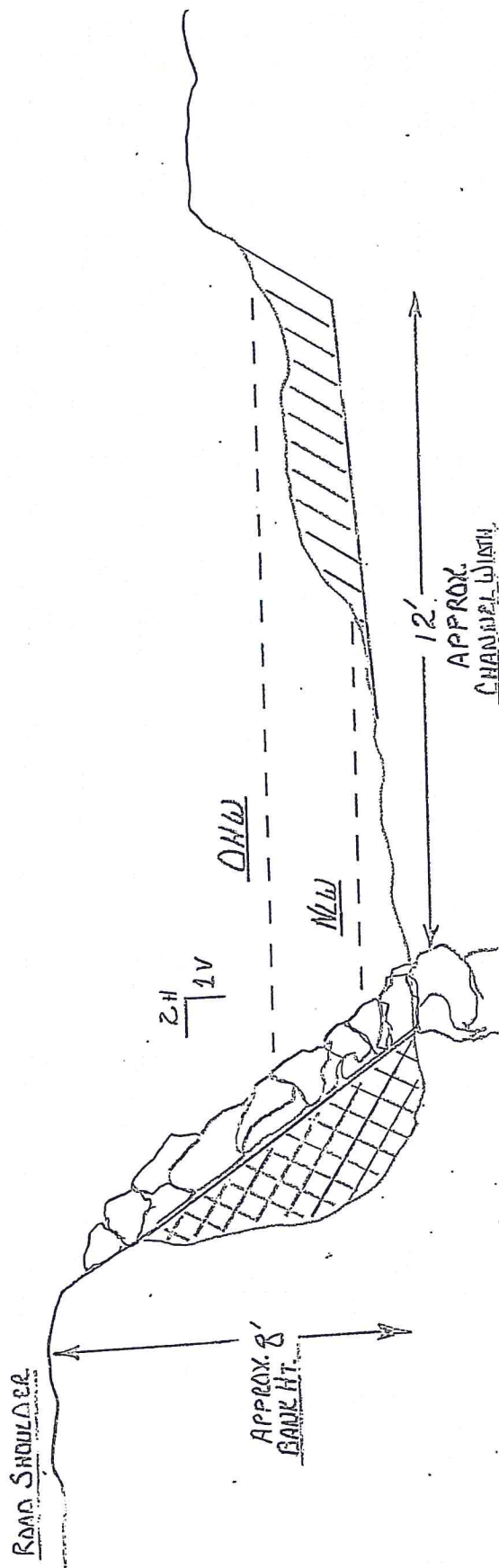
Approved:

Date:

Title:

Plan-View

Cross-Section @ AA



**Cattaraugus County Soil & Water Conservation District**

Project Name: Cattaraugus Co. DPW Co. Rd. #18 Stream Bank Stabilization

Project

Designed:

Drawn: R. Shenk

Checked:

Approved:

Title: Cross-Section @ AA

Date:

Date: 12/2016

Date:

Date:

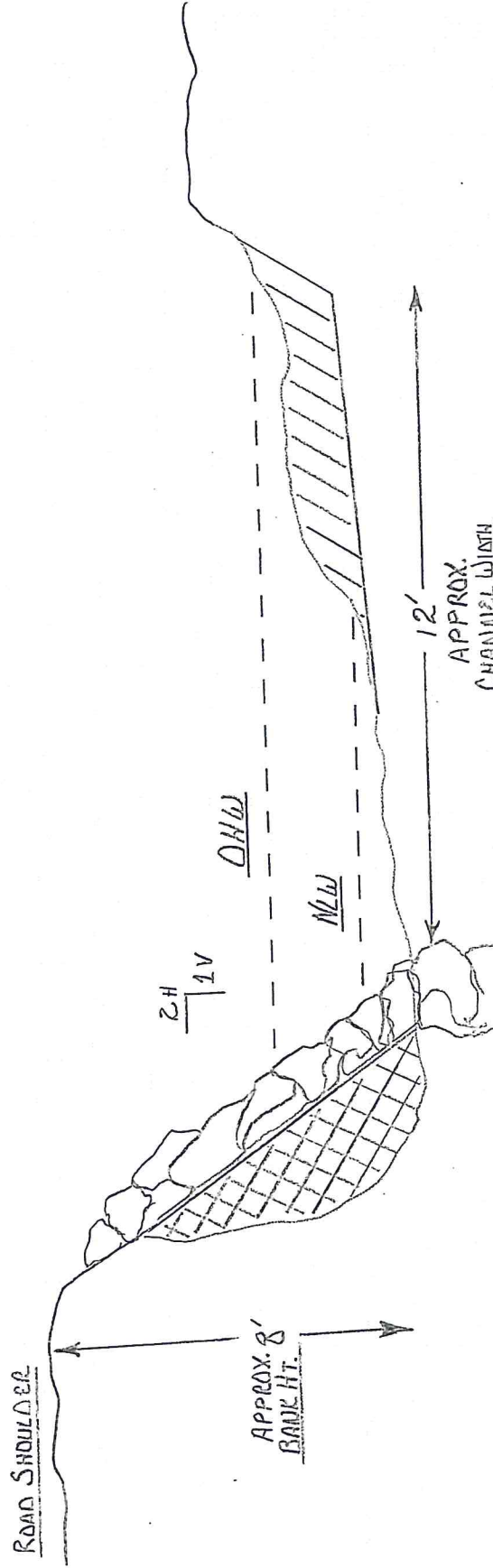
Date:

Sheet 2 of 3

Drawing Not To Scale  
For Permit Purposes Only  
Not An Engineered Design



Cross-Section @ BB



**Cattaraugus County Soil & Water Conservation District**

Project Name: Cattaraugus Co. DPW Co. Rd. #18 Stream Bank Stabilization

Project

Designed:

Drawn: R. Shenk

Date:

Date: 12/2016

Checked:

Date:

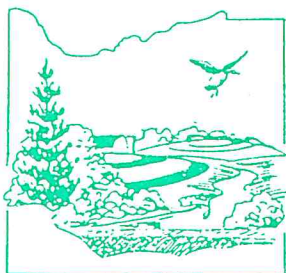
Approved:

Date:

Title: Cross-Section @ BB

Sheet 3 of 3

Drawing Not To Scale  
For Permit Purposes Only  
Not An Engineered Design



Conservation Today . . .  
For A Better Tomorrow

## Cattaraugus County Soil and Water Conservation District

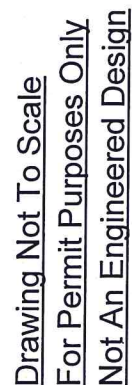
8 MARTHA ST., P.O. BOX 1765 ELLICOTTVILLE, NY 14731 PHONE (716) 699-2326 FAX (716) 699-5506

***Cattaraugus County Department of Public Works  
Emergency Stream Bank Project # 4  
County Road # 5 @ Dayton Bridge # 5  
Town of Dayton  
Project Description***

**Project Description-** This project will involve the removal of sediment from upstream, under and downstream of Dayton Bridge # 5 in the Town of Dayton. The approximate amount of material to be removed is 50 linear feet upstream of the bridge, the 25 linear feet of the bridge and 50 linear feet downstream of the bridge for a total of 125 linear feet. The average width of the deposit is approximately 25 feet and approximately 1 foot in depth for an amount to be removed of an estimated 115 cubic yards of sediment material. The material is to be removed from the site by the Contractor. Some of the material will be used as needed to make repairs to the existing berm to help prevent future flooding. The sequence of work to complete this project will be as follows:

1. It will be the responsibility of the Contractor to have all utilities located and marked before the start of any work.
2. All precautions will be taken to prevent all siltation from leaving the work area. The flow will be diverted to prevent sediment from leaving the work area. How this is will be done will be left up to the Contractor.
3. The material will be removed from the area by the Contractor. The amount of material to be removed has been estimated to be approximately 115 cubic yards. It is to be removed from the site by the Contractor. Some of the material will be needed to make repairs to the existing berm to the north of the upstream side to help reduce flooding in the crop field. The channel will be reshaped with a low flow channel in the center to improve flow under the bridge.
4. The site will be restored and seeded with an approved seed mixture and mulched or at the Contractors discretion, be hydro-seeded at the completion of the project.





Project Name: Cattaraugus Co. DPW Dayton Bridge #5 Gravel Clearing Project

Date:

R. Shenk

Date:

1

Date:

---

Date:

Typical Cross-section

\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_











1) All utilities will be marked before any work is started.

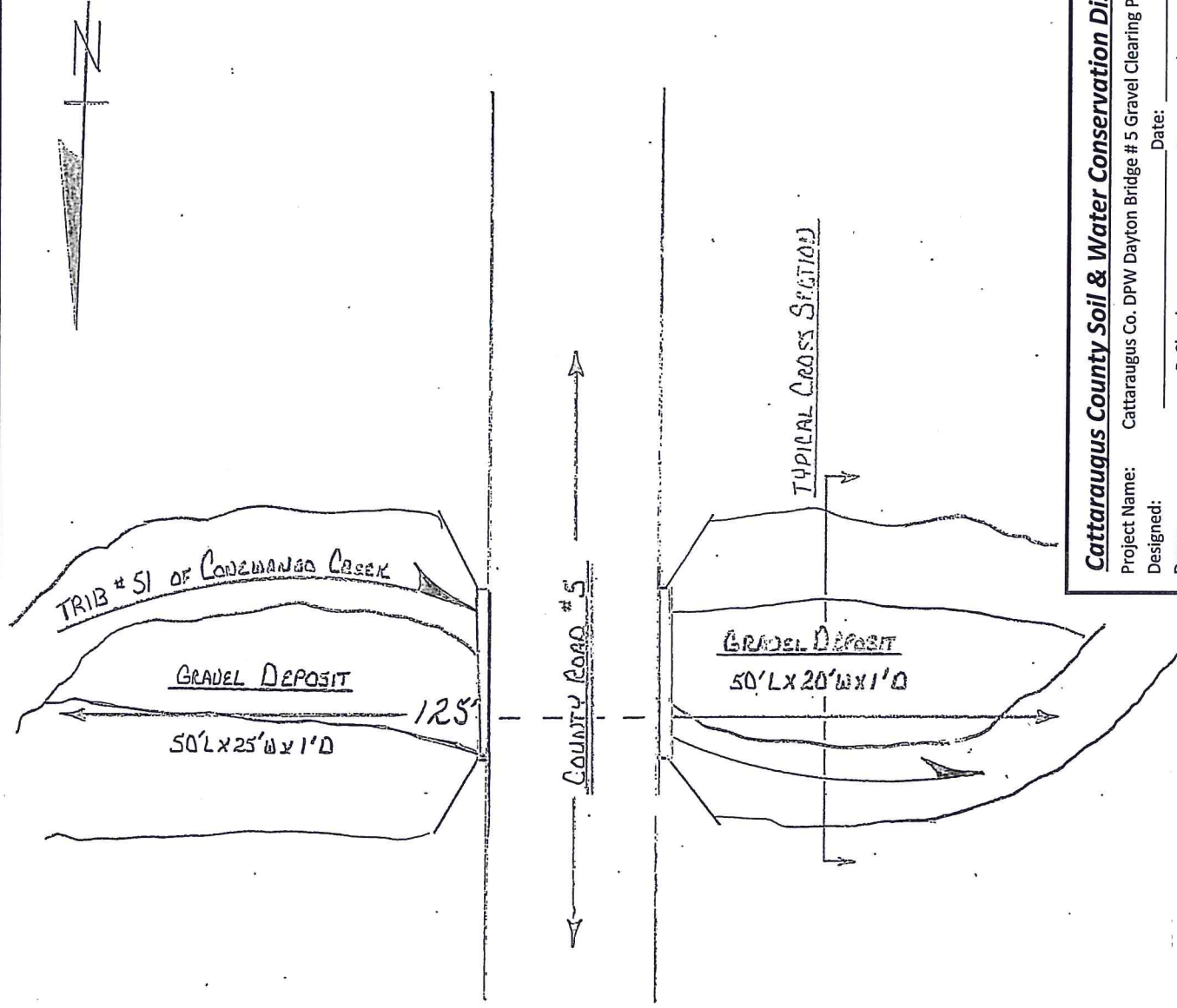
2) Work to be done at this location will be to remove gravel deposits that have formed at the entrance, under the bridge and the outlet of the bridge on tributary # 51 of Conewango Creek. This reach of work will consist of 50 linear feet upstream, 25 linear feet under the bridge and 50 linear feet downstream of the bridge for a total of approximately 125 feet.

3) Flow will be diverted away from the work area to allow work to be completed in dry conditions.

4) Material from the on-site gravel deposits will be used to reshape the eroded stream bank to a 2:1 or flatter finish slope as needed and the remainder of the material will be hauled off site by the Contractor.

5) There will be approximately 100 cubic yards of material to be removed from the site to improve flow under the bridge.

6) All disturbed areas will be finish graded, seeded with an approved seed mixture and mulched at the completion of the project.



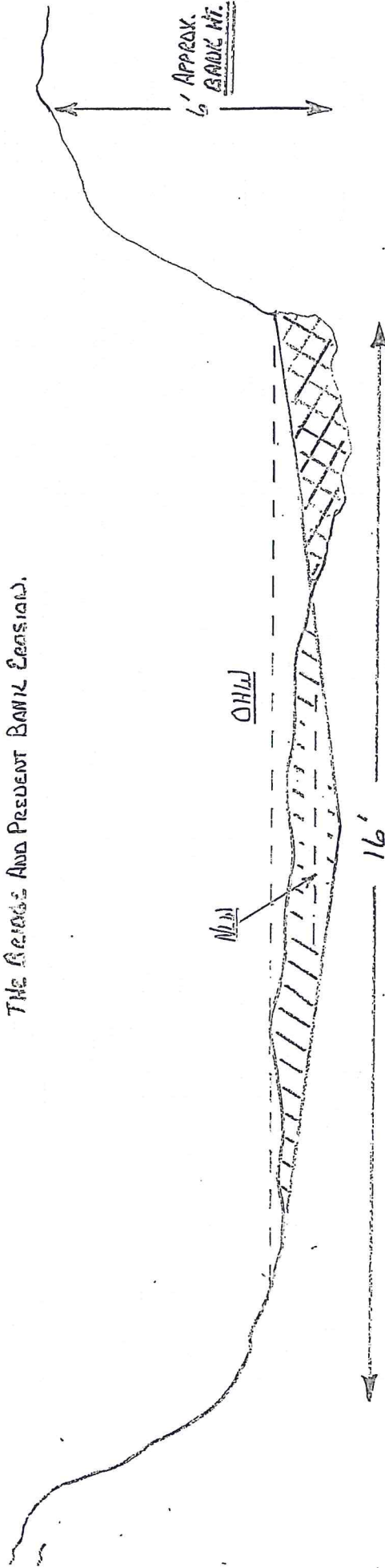
### **Cattaraugus County Soil & Water Conservation District**

Project Name: Cattaraugus Co. DPW Dayton Bridge # 5 Gravel Clearing Project  
Designed: \_\_\_\_\_ Date: \_\_\_\_\_  
Drawn: R. Sherk Date: 1/2017  
Checked: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_ Typical Cross-section \_\_\_\_\_  
Sheet 1 of 2

**Drawing Not To Scale  
For Permit Purposes Only  
Not An Engineered Design**

Typical Cross-Section of the Project

---RETURN FLOW BACK TOWARD THE MIDDLE  
OF THE CHANNEL TO IMPROVE FLOW UNDER  
THE BRIDGE AND PREVENT BANK EROSION.



Cattaraugus County Soil & Water Conservation District

Project Name: Cattaraugus Co. DPW Dayton Bridge #5 Gravel Clearing

Project: \_\_\_\_\_

Designed: \_\_\_\_\_ Date: \_\_\_\_\_

Drawn: R. Shenk Date: 12/2016

Checked: \_\_\_\_\_ Date: \_\_\_\_\_

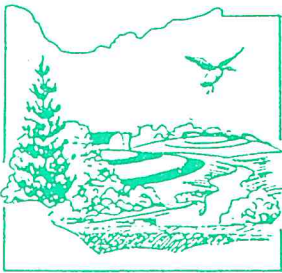
Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Typical Cross-section \_\_\_\_\_

Sheet 2 of 2

Drawing Not To Scale  
For Permit Purposes Only  
Not An Engineered Design





Conservation Today . . .  
For A Better Tomorrow

## Cattaraugus County Soil and Water Conservation District

8 MARTHA ST., P.O. BOX 1765 ELLICOTTVILLE, NY 14731 PHONE (716) 699-2326 FAX (716) 699-5506

***Cattaraugus County Department of Public Works  
Emergency Stream Bank Project # 3  
County Road # 44 @ Leon Bridge # 2  
Town of Leon  
Project Description***

**Project Description-** This project will involve the repair and armoring of the bridge wing-wall and stream bank with rock riprap to protect the bridge and wing-wall from future erosion on County Road # 44 in the Town of Leon. This will consist of a 75 linear foot reach of Mud Creek on the left descending bank, upstream of the bridge. The sequence of work required to complete this project will be as follows:

1. It will be the responsibility of the Contractor to have all utilities located and marked before any work is started.
2. Flow will be diverted away from the work area. All precautions will be taken to prevent siltation from leaving the work area. How this will be done will be left to the Contractor.
3. The eroded area of the stream bank and area of the wing-wall will be reshaped using material from the gravel deposit on an as needed basis.
4. The repaired area will consist of 60 linear feet upstream and including in front of the wing-wall to be armored with a mixture of 75% heavy and 25% medium rock riprap for a good mixture to make sure all voids are filled. There will be a 3 foot x 3 foot toe into the stream bed. Rock will be placed 1.5 foot thick on a 2 foot horizontal to 1 foot vertical finish slope approximately 11 feet up the bank. There will be a 15 linear foot key into stable bank at the upstream end of the work. The total length of this project will be 75 linear feet. It is estimated to need approximately 124 tons of the rock mixture to complete this project.
5. The area of work is in a local farmer's pasture. It will be the responsibility of the Contractor to repair the fencing to as found or better condition at the completion of work. The site will be restored and seeded with an approved seed mixture and mulched or at the Contractor's discretion, be hydro-seeded at the completion of the project.



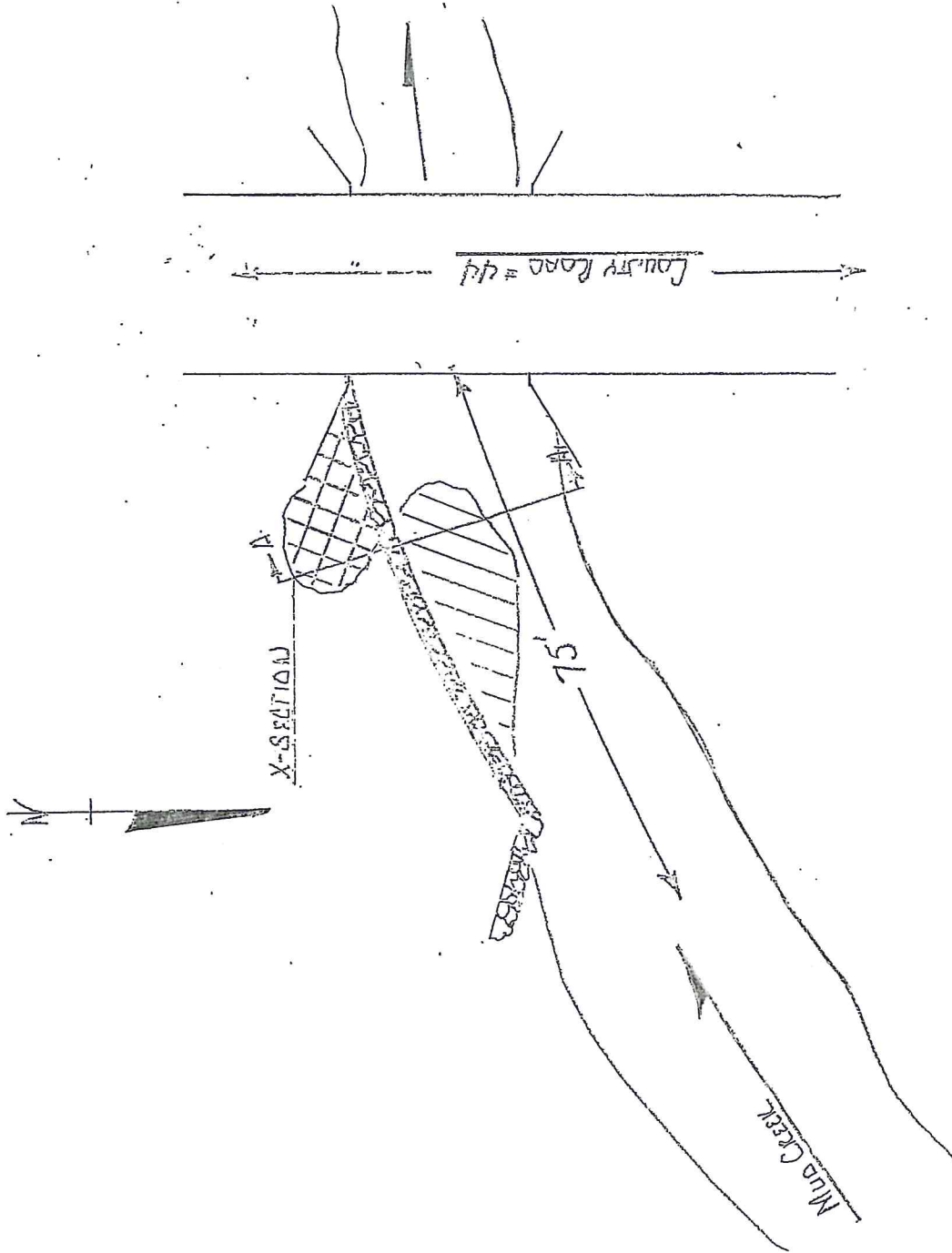








- 1) All utilities will be marked before any work is started.
- 2) Work to be done will be on Mud Creek in the Town of Leon. The work will consist of 60 linear feet of rock riprap and a 15 linear foot key at the upstream end of the rock for a total of 75 linear feet.
- 3) Flow will be diverted away from the work area to allow work to be completed in dry conditions.
- 4) Material from the on-site gravel deposits will be used to reshape the eroded stream bank to a 2:1 or flatter finish slope.
- 5) Rock will be "toed" into the stream bed 3 feet and a Blanket of rock 18 inches thick or greater will be placed from the toe approximately 11 feet as bank protection. The rock will be "keyed" into stable bank 15 feet.
- 6) All disturbed areas will be finish graded, seeded with an approved seed mixture and mulched at the completion of the project.



### **Cattaraugus County Soil & Water Conservation District**

Project Name: Cattaraugus Co. DPW Leon Bridge # 2 Stream Bank & Wing Wall

Stabilization Project

Designed:

Date:

Drawn:

Date:

Checked:

Date:

Approved:

Date:

Title:

Typical Cross-section

Sheet 1 of 2

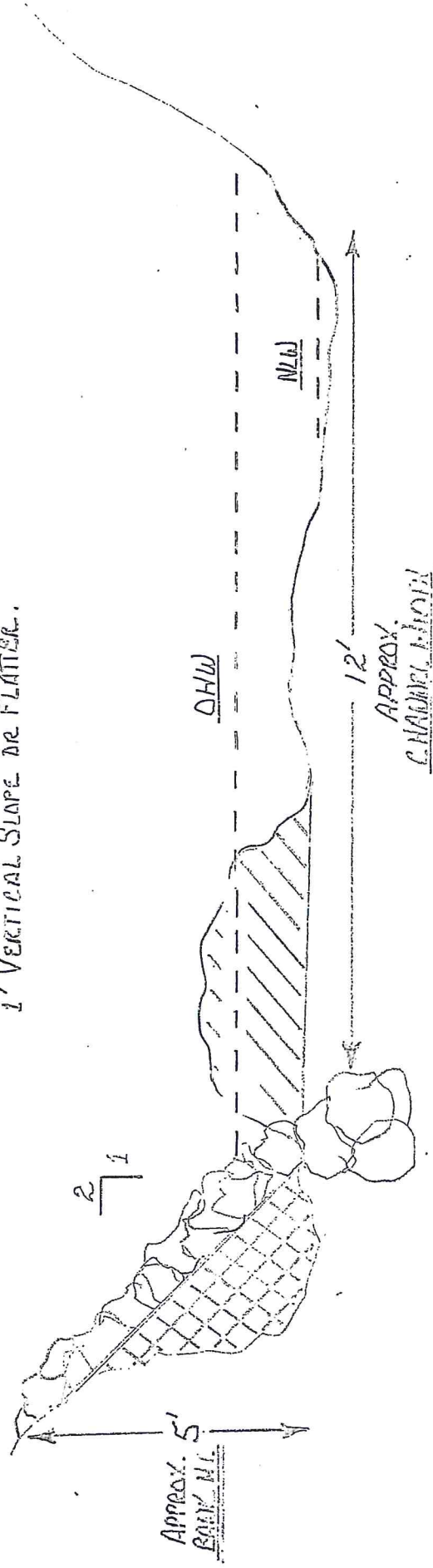
**Drawing Not To Scale**  
**For Permit Purposes Only**  
**Not An Engineered Design**



# Cross-Section @ AA

—FLOW WILL BE DIVERTED TO THE  
OPPOSITE SIDE TO PREVENT SEDIMENT  
AND TO WORK IN NEW CONDITION.

—FINISH BANK WILL BE A 2' HORIZON TO  
1' VERTICAL SLOPE OR FLATTER.



## Cattaraugus County Soil & Water Conservation District

Project Name: Cattaraugus Co. DPW Leon Bridge #2 Stream Bank & Wing Wall

Repair Project

Designed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Drawn: R. Shenk Date: 12/2016  
 Checked: \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: Plan-View

Sheet 2 of 2

Drawing Not To Scale  
For Permit Purposes Only  
Not An Engineered Design

ATTACHMENT B

SPECIAL  
CONSTRUCTION  
INSTRUCTIONS



## **REMOVE/REINSTALL RIPRAP**

The Contractor is to identify the riprap to be removed and reinstalled. Any riprap removed shall be relocated on site and reincorporated into the existing rock protection in accordance with existing plans and permits.

## PRE-POST WORK PHOTOS

The Contractor is to take pictures of the work site. A minimum of six (6) 8 ½ x 11 pre-work colored pictures shall be taken. In addition, upon completion of the maintenance work, the Contractor is to provide a minimum of six (6) 8 ½ x 11 post-work colored pictures. All pictures shall be provided to the County as part of the work.



ATTACHMENT C

ARMY CORPS PERMIT  
PENDING

---

# ATTACHMENT D

## ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT



U.S. ARMY CORPS OF ENGINEERS  
**SECTION 404 NATIONWIDE PERMIT AND CONDITIONS**

(As re-authorized by USACOE on June 7, 2000)

The work proposed under this project is authorized under the U.S. Army Corps of Engineers General Permit Program (re-authorized June 7, 2000) pursuant to Section 404 of the Clean Waters Act and Section 10 of the Rivers and Harbors Act of 1899.

The following Nationwide Permit (NWP) is applicable to this project and remains valid only if the specific conditions of the NWP are met during design and construction:

All of the work to be performed in association this project is authorized under Nationwide Permit #3 - Maintenance. This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized, currently serviceable, structure or fill or of any currently serviceable 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, or current construction codes or safety standards which are necessary to make repair, rehabilitation, or replacement are permitted, provided environmental impacts resulting from such repair, rehabilitation or replacement are minimal. Currently serviceable means usable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

**GENERAL NWP CONDITIONS-SECTION 404 AND SECTION 10 ACTIVITIES**

The following general conditions apply to the NWP described above. All of the conditions must be met for the Permit to be valid:

1. NAVIGATION. No activity may cause more than a minimal adverse effect on navigation.
2. PROPER MAINTENANCE. Any structure or fill authorized shall be properly maintained, including maintenance to ensure public safety.
3. EROSION AND SILTATION CONTROLS. Appropriate erosion and siltation 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.
4. AQUATIC LIFE MOVEMENTS. No activity may substantially disrupt the movement of those species of aquatic life indigenous to the water body, including those species, which normally migrate through the area, unless the activity's primary purpose is to impound water.
5. EQUIPMENT. Heavy equipment working in wetlands must be placed on mats or other measures must be taken to minimize soil disturbance.
6. REGIONAL AND CASE-BY-CASE CONDITIONS. The activity must comply with any regional conditions which may have been added by the Corps Division Engineer and any case specific conditions added by the Corps of Engineers.

7. **WILD AND SCENIC RIVERS.** No 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 district management responsibility for such river, has determined in writing that the proposed activity will not adversely effect the Wild and Scenic River designation, or study status.
8. **TRIBAL RIGHTS.** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
9. **WATER QUALITY CERTIFICATION.** An individual or blanket state water quality certification must be obtained or waived.
10. **COASTAL ZONE MANAGEMENT.** An individual state coastal zone management consistency concurrence must be obtained or waived.
11. **ENDANGERED SPECIES.** No activity is authorized under any Nationwide Permit which would result in the taking of a species or a species proposed for listing or which is likely to 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, or which is likely to destroy or adversely modify the critical habitat of such species. Permittees shall notify the District Engineer if any listed species or critical habitat might be affected or is in the vicinity of the project, and no work shall begin until notification by the District Engineer that all requirements of the Endangered Species Act have been satisfied and that the activity is authorized. Authorization of an activity by a nationwide permit does not authorize the “take” of a threatened or endangered species as defined under the Federal Endangered Species Act.
12. **HISTORICAL PROPERTIES.** No activity which may affect historic properties listed, or eligible for listing, in the National Register of Historic Places is authorized, until the Corps District Engineer has complied with 33 CFR 325, Appendix C.
13. **NOTIFICATION.** Where required by the terms of the Nationwide Permit, the permittee must notify the District Engineer with a Pre-Construction Notification (PCN) and shall not begin the activity until notified by the Corps District Engineer that the activity may proceed under the Nationwide Permit.
14. **COMPLIANCE CERTIFICATION.** The permittee must submit a signed certification regarding the completed work and any required mitigation. The compliance certification shall include: a statement that the authorized work was completed in accordance with the Corps authorization, and a statement that any required mitigation was completed in accordance with the permit.
15. **MULTIPLE USE OF NATIONWIDE PERMITS.** When NWP #12 through #40 is combined with any other NWP #12 through #40 as part of a single and complete project, the permittee shall notify the District Engineer. NWP #1 through #11 may be combined with any other NWP without notification to the Corps unless otherwise required by special conditions. Two or more different NWP’s can be combined to authorize a single and complete project. However, the same NWP cannot be used more than once for the same project.



## **GENERAL NWP CONDITIONS-SECTION 404 ACTIVITIES ONLY**

In addition to the General Conditions listed above, the following conditions apply only to activities that involve the discharge of dredged or fill material into waters of the United States (Section 404 activities). All of these conditions must be met for the NWP to be valid:

1. **WATER SUPPLY INTAKES.** No discharge of dredged or fill material may occur in the proximity of a public water supply intake except where the discharge is for repair of the public water supply intake structures or adjacent bank stabilization.
2. **SHELLFISH PRODUCTION.** No discharge of dredged or fill material may occur in areas of concentrated shellfish production, unless the discharge is directly related to the shellfish harvesting activity authorized by Nationwide Permit #4.
3. **SUITABLE MATERIAL.** No discharge of dredged or fill material may consist of unsuitable material (i.e. trash, debris, car bodies, etc.) and material discharged must be free from toxic pollutants in toxic amounts.
4. **MITIGATION.** Discharges of dredged or fill material into waters of the United States must be minimized or avoided to the maximum extent practicable at the project site, unless the District Engineer has approved a compensation mitigation plan that is more beneficial to the environment than on-site minimization or avoidance measures.
5. **SPAWNING AREAS.** Discharges in spawning areas during spawning seasons must be avoided to the maximum extent practicable.
6. **OBSTRUCTION TO HIGH FLOWS.** To the maximum extent practicable, discharges must not permanently restrict or impede the passage of normal or expected high flows or cause the relocation of the water (unless the primary purpose of the fill is to impound water).
7. **ADVERSE EFFECTS FROM IMPOUNDMENTS.** If the discharge creates an impoundment of water, then adverse effects on the aquatic system caused by the accelerated passage of water and/or the restriction of its flow shall be minimized to the maximum extent practicable.
8. **WATERFOWL BREEDING AREAS.** Discharges into breeding areas for migratory waterfowl must be avoided to the maximum extent practicable.
9. **REMOVAL OF TEMPORARY FILLS.** Any temporary fills must be removed in their entirety and the affected areas returned to their pre-existing elevation.

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**  
**"BLANKET" SECTION 401 WATER QUALITY CERTIFICATION**

The NYS Department of Environmental Conservation has certified that the project activities authorized under Section 404 Nationwide Permit #3 are also in compliance with the Federal Clean Waters Act and NYS Water Quality Standards. Therefore, a NYSDEC "Blanket" Section 401 Water Quality Certification is applicable to this project. The Contractor shall be responsible for compliance with all of the Nationwide Permit conditions, and shall be responsible for maintaining water quality for the duration of the project.



# ATTACHMENT E

## NEW YORK STATE DEC PROJECT PERMITS

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9  
182 East Union, Suite 3, Allegany, NY 14706-1328  
P: (716) 372-0645 | F: (716) 372-2113  
www.dec.ny.gov

February 28, 2017

Mark C. Burr, P.E.

Cattaraugus County Dept. of Public Works  
8810 NYS Route 242  
Little Valley, New York 14755

**STREAM BANK STABILIZATION  
TRIBUTARY 8 OF LITTLE VALLEY CREEK  
COUNTY ROAD 14 (A.K.A. KAHLER HILL ROAD)  
TOWN OF LITTLE VALLEY, CATTARAUGUS COUNTY  
DEC ID: 9-0400-00001/00693**

Dear Mr. Burr:

This will acknowledge receipt of your application for a permit and advise you that, pursuant to the provisions of N.Y.S. Environmental Conservation Law, no Department Stream Disturbance permit has been identified for the above-noted work in accordance with the submitted plans.

This letter also affirms that Section 401 Water Quality Certification has already been granted by this Department and 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) for activities carried out under U.S. Dept. of Army, Corps of Engineers' Regional Permit No 97-000-1.

This determination does not, however, relieve you of any requirements under any other applicable laws which may exist. In particular, you are specifically reminded that project activities (either directly or indirectly) cannot cause contravention of water quality standards. **Therefore, appropriate soil and erosion control measures must be utilized during construction to prevent the movement of turbid waters from the project site.** In addition, you are advised to contact all appropriate Federal, State and/or local agencies for any approvals that may be required.

If you have any questions or comments in regard to this letter, or your responsibilities under the New York State Environmental Conservation Law, please do not hesitate to contact this office.

Sincerely,



Charles D. Cranston  
Deputy Regional Permit Administrator

cc: Capt. Frank Lauricella, NYSDEC Division of Law Enforcement  
U.S. Dept. of the Army, Corps of Engineers, Buffalo District Office  
ec: Mr. Robert Shenk, Cattaraugus County Soil & Water Conservation District



Department of  
Environmental  
Conservation



# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9  
182 East Union, Suite 3, Allegany, NY 14706-1328  
P: (716) 372-0645 | F: (716) 372-2113  
[www.dec.ny.gov](http://www.dec.ny.gov)

February 14, 2017

**TO:** Regulatory Branch, U.S. Army Corps of Engineers  
Buffalo District  
1776 Niagara Street  
Buffalo, New York 14207-3199  
(716) 879-4330

**PROJECT:** Bank Stabilization  
Mud Creek Standard C(T)  
County Road 44  
Town of Leon, Cattaraugus County  
DEC Application ID: 9-0400-00001/00692

The subject project is for work to be performed under the following General Permit issued by this Department pursuant to Article 15 (Protection of Waters) of the New York State Environmental Conservation Law, and/or Section 401 (Water Quality Certification) of the U.S. Clean Waters Act, PL 95-217.

**DEC PERMIT NUMBER 9-0400-00001/00001**  
Cattaraugus County Department of Public Works  
8810 Route 242  
Little Valley, NY 14755

When you have reviewed this application, notify the project cooperator, the Department of Public Works noted above, and this Department of your permit jurisdiction. Please provide a copy of any approval your agency may make on this project to the project cooperator, permittee and this Department.

This General Permit verification shall be valid for one (1) year.

Thank you for your cooperation.

Sincerely,



Charles D. Cranston  
Deputy Permit Administrator

ec: Capt. Frank Lauricella, Region 9 Division of Law Enforcement  
Scott Cornett, Bureau of Fisheries  
Robert Shenk, Cattaraugus County Soil and Water Conservation District  
cc: **Mark C. Burr, P.E., Cattaraugus County Department of Public Works**



Department of  
Environmental  
Conservation

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9  
182 East Union, Suite 3, Allegany, NY 14706-1328  
P: (716) 372-0645 | F: (716) 372-2113  
[www.dec.ny.gov](http://www.dec.ny.gov)

February 14, 2017

**TO:** Mark C. Burr, P.E.  
Cattaraugus County Department of Public Works  
8810 Route 242  
Little Valley, New York 14755

**PROJECT:** Stream Bank Stabilization  
Wrights Creek, Class/Standard C/C(T)  
County Road 18  
Town of Humphrey, Cattaraugus County  
DEC Application ID: **9-0400-00001/00689**

The subject project is for work to be performed under the following General Permit issued by this Department pursuant to Article 15 (Protection of Waters) of the New York State Environmental Conservation Law, and/or Section 401 (Water Quality Certification) of the U.S. Clean Waters Act, PL 95-217.

**DEC PERMIT NUMBER 9-0400-00001/00001**  
Cattaraugus County Department of Public Works  
8810 Route 242  
Little Valley, NY 14755

This General Permit verification shall be valid for one (1) year.

Thank you for your cooperation.

Sincerely,



Charles D. Cranston  
Deputy Permit Administrator

cc: Capt. Frank Lauricella, Division of Law Enforcement  
Scott Cornett, Bureau of Fisheries

ec: Robert Shenk, Cattaraugus County Soil and Water Conservation District



Department of  
Environmental  
Conservation



# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9  
182 East Union, Suite 3, Allegany, NY 14706-1328  
P: (716) 372-0645 | F: (716) 372-2113  
www.dec.ny.gov

January 20, 2017

Mark C. Burr, P.E.  
Cattaraugus County Department of Public Works  
8810 NYS Route 242  
Little Valley, New York 14755

**Remove Accumulated Gravel at Dayton Bridge  
#5 - C.R 5 over Trib. 51 of Conewango Creek  
Town of Dayton, Cattaraugus County  
DEC Application ID: 9-0400-00001/00686**

Dear Mr. Burr:

This will acknowledge receipt of your application for a permit for the above referenced project and advise you that, pursuant to the provisions of N.Y.S. Environmental Conservation Law, no Department permit has been identified for the subject.

This letter also affirms that Section 401 Water Quality Certification has already been granted by this Department and 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) for activities carried out under U.S. Department of Army, Corps of Engineers' Regional Permit No. 97-000-1.

This determination does not, however, relieve you of any requirements under any other applicable laws which may exist. In particular, you are reminded that project activities (either directly or indirectly) cannot cause contravention of water quality standards. **Therefore, appropriate soil and erosion control measures must be utilized during the project to prevent the movement of silt and turbid waters from the project site.** In addition, you are also advised to contact all appropriate Federal, State and/or local agencies for any approvals that may be required.

If you have any questions or comments in regard to this letter, or your responsibilities under the New York State Environmental Conservation Law, please do not hesitate to contact this office.

Sincerely,



Charles D. Cranston  
Deputy Permit Administrator

cc: Capt. Frank Lauricella, NYSDEC Division of Law Enforcement  
Mr. Robert Shenk, Cattaraugus County Soil & Water Conservation District



Department of  
Environmental  
Conservation

ATTACHMENT F

NEW YORK STATE DEC  
GENERAL PERMIT



DEC PERMIT NUMBER

9-0400-00001/00001

FACILITY/PROGRAM NUMBER(S)



**PERMIT**  
Under the Environmental  
Conservation Law

EXPIRATION DATE

**December 31, 2009**

## MODIFICATION

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

PERMIT ISSUED TO			TELEPHONE NUMBER		
Cattaraugus County Department of Public Works			716-938-9121		
ADDRESS OF PERMITTEE					
8810 Route 242, Little Valley, New York 14755					
CONTACT PERSON FOR PERMITTED WORK				TELEPHONE NUMBER	
Mark C. Burr, P.E., Director, Engineering Division				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	TOWN	REGULATED SITE RESOURCE	NYTM COORDINATES		
Cattaraugus	All within County	All streams and navigable waters	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		DIVISION OF ENVIRONMENTAL PERMITS, NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION 182 EAST UNION SUITE 3, ALLEGANY, NY 14706-1328 (716) 372-0645	
KENNETH C. TAFT			
AUTHORIZED SIGNATURE 		DATE OF ISSUANCE <b>March 9, 2004</b>	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](http://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.g. 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