County Road 13 Improvements
Maples Road

Town of Mansfield

Prepared by:

Cattaraugus County
Department of Public Works

8810 Route 242
Little Valley, NY 14755

General Provisions and Bid Proposal Booklet

February 2017

CATTARAUGUS COUNTY DEPARMENT OF PUBLIC WORKS

Instructions to Bidders,

Specifications and Related Documents

For

County Road 13 Improvements
Maples Road

Town of Mansfield

Cattaraugus County Department of Public Works

8810 Route 242

Little Valley, New York 14755

Tel. (716) 938-9121

Fax (716) 938-2754

CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

Development – Progress – Workmanship

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 the **County Road 13 Improvements – Maples Road**, 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 **March 24, 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 with the date and time of receipt.

ALL BIDS MUST BE SEALED AND CLEARLY MARKED:
Any bid not clearly marked will not be considered.

DPW BID #26 – County Road 13 Improvements – Maples Road

Location: Town of Mansfield, Cattaraugus County. A section of County Road13 that lies between Mansfield Bridge #54 and Hencoop and Kent Road Intersection. Road sections are generally in poor condition and exhibit poor drainage. Most of the ditches will be set back a few feet and the cross culverts and driveways will be replaced and Mansfield Bridge will be replaced. Portions of the roadway will be realigned and rehabilitated and overlaid with multiple covers of hot mix asphalt.

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders will be available **February 24, 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; OR Greenman-Pederson, Inc.; 4950 Genesee St., Buffalo, NY. 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 office of The specifications for this project will be available for examination at the office of Greenman-Pederson, Inc.; 4950 Genesee St., Buffalo, NY 14225 and 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: **NYBX17-00503-MRCC**

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

CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS

DATE: February 17, 2017

Department's Preliminary Estimate for Rehabilitation of:

COUNTY ROAD 13
MAPLES ROAD

TOWN OF MANSFIELD
CATTARAUGUS COUNTY

Description: This project is located in the Town of Mansfield, Cattaraugus County, New York. The target work area is County Road 13, between the intersection of Hencoop Hollow/Kent Roads and Mansfield Bridge No. 54. The roadway reconstruction length is approximately 1.3 mile long. The roadway is in generally poor condition and exhibits poor drainage. The work will consist of regrading ditches, placement of new drainage pipes and cross culverts and driveways will be replaced. A portion of the roadway will be fully reconstructed while another portion will be recycled in place and overlaid with multiple courses of hot mix asphalt. The replacement of Mansfield Bridge No. 58 is also included in the project.

Deposit Required..... 5% of Bid

Date of Completion: Within time period stipulated in NYSDEC and/or Army Corps of Engineers permit(s), but no later than **October 31, 2017.**

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

The contract drawings give specific limits and dimensions of work to be completed. A general scope of work is given on page E-8 that denotes work to be done by the Contractor. All items of work are to be included in the unit prices bid listed in section A. Survey and stakeout is the responsibility of the Contractor and shall be included in the itemized bid for item 625.01.

GENERAL NOTE

In general, the New York State Department of Transportation Specifications of January 1, 2017, and all addenda in effect on the date of advertising for bids shall apply, except where modified in these specifications. Where reference is made to New York State, State Department of Transportation, Commissioner, etc., the appropriate Cattaraugus County department or official shall be substituted.

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

The Bid consisting of Bidding Forms, Required Certifications and Reference Sheet are included in Sections A and B. The submission of the completed forms will constitute a formal bid. The Agreement (Section C) will be completed upon award of the Contract. Separate copies of Sections A and B have been attached to the General Provisions and Proposal Booklet for use in submitting the formal bid.

Also, please note that an itemized financial statement, detailed in Section E, Part 1.2, may be required to be submitted by the apparent lowest bidder within three working days after bid opening.

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

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ATTACHMENTS - PERMITS

A) New York State DEC Permit

B) Army Corp of Engineers Permit

*** To be Completed by <u>All Bidders</u> and Returned with Bid.**

**** To be Completed by the <u>Apparent Low Bidder</u>.**

BID FORMS OMITTED FROM

SPECIFICATION BOOKS

TO OBTAIN BID FORMS PLEASE CONTACT

DAWN SMITH AT 716-938-9121 EXT. 2465

OR SEND EMAIL REQUEST TO:

dasmith@cattco.org

SECTION B

ITEMIZED BID PROPOSAL

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

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

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

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

Dated: _____, 20_____

_____
Legal Name of Person, Firm or Corporation

By: _____
Must be signed in Ink

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Receipt is hereby acknowledged for all addenda listed above.

Signature of Bidder _____ Date _____

BID BOND

Sec. 38 – Highway law

KNOW ALL MEN BY THESE PRESENTS, That .....

(Name of Contractor)

.....

(Address)

(hereinafter called the "Principal") and the .....
a corporation created and existing under the laws of the State of ....., having its principal office in the City of ..... (hereinafter called the "Surety"), are held and firmly bound unto Cattaraugus County (hereinafter called the "County") in the full just sum of Five Percent (5%) of Attached Bid, good and lawful money of the United States of America, for the payment of which said sum of money, well and truly to be made and done, the said Principal binds themselves (himself, itself), their (his, 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 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 unit prices bid; subject to the provisions of Section 104-04, Standard Specifications, Construction and Materials, published by the New York State Department of Transportation, and dated January 1, 2017, if applicable;

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.

_____ Date: _____

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

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)
) 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 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)
) SS:
COUNTY OF)

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 *County Road #13 Improvements,* for Cattaraugus County Department of Public Works, does hereby accept all terms, conditions, and agreements contained and set forth in the Notice to Bidders, Instructions to Bidders, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Bid for Performance of Contract with Cattaraugus County Legislature and does hereby certify, agree and propose as follows:

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

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

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

_____

_____

_____

INDIVIDUAL, PARTNERSHIP OR CORPORATE USE

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

Name and Address of Bidder:

_____

_____

_____

Authorized Signature and Title:

_____
Signature

_____
Title

_____
Date

18. CATTARAUGUS COUNTY VENDOR RESPONSIBILITY FORM

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

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

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 **County Road 13 Improvements - Maples Road** including Mansfield Bridge No. 58 in the Town of Mansfield, 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**. No work shall be performed outside the beginning and ending dates allowed by the NYSDEC and/or Army Corps of Engineers permits.

Article 4. CONTRACT PRICE. The County shall pay the Contractor for the performance of the Work in accordance with the Itemized 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 Itemized 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 is being required to perform extra work for which no Change Order has been issued, then he 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 **"County Road 13, Maples Road, Town of Mansfield" and dated February 2017.**

(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 Section 101 of the NYSDOT Standard Specification, Construction and Materials of January 1, 2017 and all Addenda.

(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 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,

(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, his 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 has carefully reviewed these and all of the Contract Documents and has found them free of ambiguity and sufficient for bid purposes. He has based his bid solely on these documents not relying on any explanation or interpretation, oral or written, from any other source.

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

(a) Non-Assignment Clause

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

(b) Workers' Compensation Benefits

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

(c) Non-Discrimination Requirements

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or

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

(d) Wage and Hours Provisions

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

(e) Non-Collusive Bidding Requirement

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

(f) Set-Off Rights

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

(g) Record-Keeping Requirement

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of

this contract, whichever is later, and any extensions thereto. The County Treasurer or County Administrator or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said such (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

(h) Governing Law

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

(i) No Arbitration and Service of Process

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

(j) Approval by County Legislature

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

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

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

(l) Indemnification

The Contractor shall defend, indemnify, and save harmless against Cattaraugus County, its officers, employees, and the Engineer from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of such Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of the Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any

claims on amounts arising or recovered under the Workers' Compensation Law, or any other law, ordinance, order, or decree; and so much of the money due the Contractor under and by virtue of his Contract as shall be considered necessary by the County for such purpose, may be retained for the use of the County; or, in case no money is due, his 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 is adequately protected by public liability and property damage insurance.

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

(m) Conflict of Interest

(1) The Contractor warrants that to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the County.

(2) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the County.

(3) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the County, to avoid, mitigate, or minimize the actual or potential conflict.

(4) The County may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, then the County may terminate the contract, or pursue such other remedies as may be permitted by law or this contract. The terms of Clause (k) of this Section or other applicable contract provision regarding termination shall apply to termination by the County pursuant to this clause.

(5) The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

(n) Requests for Payment

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

(o) Performance of Work Required

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

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

(p) Independent Contractor Status

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

(q) No-Waiver

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

(r) Severability

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

(s) Liquidated Damages

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

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

Attest _____

_____ By: _____
County

Attest _____

_____ By: _____
Contractor

ACKNOWLEDGMENT OF COUNTY

STATE OF NEW YORK)SS
COUNTY OF CATTARAUGUS)

On this ___ day of _____ 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

ACKNOWLEDGMENT OF CONTRACTOR (OUTSIDE NEW YORK STATE)

STATE OF _____)SS:
COUNTY OF_____)

On this _____ day of _____ 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City/Town of _____ in State of _____.

(SEAL) _____
Notary Public

ACKNOWLEDGMENT OF CONTRACTOR (WITHIN NEW YORK STATE)

STATE OF NEW YORK)SS:
COUNTY OF _____)

On this _____ day of _____ 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(SEAL) _____
Notary Public

SECTION D

DEFINITIONS AND TERMS

Same as Section 101 of the New York State Department of Transportation Standard Specifications, Construction and Materials of January 1, 2017 and all addenda.

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

Under this contract the New York State Department of Transportation, Office of Engineering, January 1, 2017 Standard Specifications, Construction and Materials and addenda are amended as follows:

Under Section 101 - Definitions and Terms

Chief Engineer

Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Cattaraugus County Commissioner of Public Works" or his authorized representative.

Commissioner

Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Cattaraugus County Commissioner of Public Works".

Comptroller

Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Cattaraugus County Commissioner of Public Works" or his authorized representative.

Department

Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Cattaraugus County Department of Public Works" and may also be used to mean the "Commissioner of Public Works" or his authorized representative.

Departmental Geotechnical Engineer

Delete the stated definition. The "Cattaraugus County Commissioner of Public Works" or his authorized representative shall be responsible and is in charge of all engineering and construction work on this contract.

Departmental Engineering Geologist

Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Cattaraugus County Commissioner of Public Works" or his authorized representative.

Division

Delete the stated definition and insert: "Cattaraugus County Department of Public Works".

Engineer or Engineer-In-Charge

Delete the words "Department of Transportation" and substitute "Cattaraugus County Department of Public Works". Also delete the words "Regional Director" and substitute "Cattaraugus County Commissioner of Public Works".

Final Agreement

Delete "State of New York, Department of Transportation" and substitute "Cattaraugus County Department of Public Works".

Geotechnical Engineering Bureau

Delete "State of New York, Department of Transportation" and substitute "Cattaraugus County Department of Public Works".

Inspector

Delete "The Department of Transportation" and substitute "The authorized representative of the Cattaraugus County Department of Public Works".

Materials Bureau

Delete the word "Bureau" and the stated definition and substitute "The Cattaraugus County Department of Public Works has the responsibility in the quality assurance for materials to be used on the contract".

Regional Director

Delete the stated definition and substitute: "When used, means the Cattaraugus County Commissioner of Public Works".

State

Delete the stated definition and substitute: "When used, means the County of Cattaraugus, represented by the Cattaraugus County Department of Public Works through the Commissioner of Public Works".

SECTION E

GENERAL PROVISIONS

The provisions of Section 100 of the New York State Department of Transportation, Office of Engineering Standard Specifications, Construction and Materials of January 1, 2017 and all addenda shall apply except for the following revisions and/or additions included in Section E.

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PART 1 BIDDING REQUIREMENTS AND CONDITIONS

1.1 NOTICE TO BIDDERS (ADVERTISEMENT)

Sealed bids for County Road 13 Improvements (Maples Road) in the Town of Mansfield, New York, 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 **March 24, 2017 at 1:45 p.m.**, after which they will be publicly opened at **2:00 p.m.** (at the same location), under the direction of the Public Works Committee of the Cattaraugus County Legislature. Each bid, at the time received, will be stamped by a clock showing date and time of receipt.

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

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

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

Questions regarding the contract documents for this project may be directed to Mark C. Burr, P.E., Director of Engineering for 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 "Treasurer, Cattaraugus County", in the amount of 5% of the bid, as a guarantee that if the Contract is awarded to the bidder, he 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 has received the Contract, then he shall forfeit the proposal guaranty.

The Construction of this project will be done in strict accordance with the State of New York Department of Transportation policies, procedures and specifications entitled Standard Specifications, Construction and Materials adopted January 1, 2017 and addenda. The General Provisions of Contract, Contract Forms of Proposal, Agreement, Bonds, General Construction Specifications, Materials of Construction which are contained in the specifications will be adhered to in all respects.

Particular attention is hereby directed to the sections, "Definitions and Terms" and "General Provisions" contained herein which denotes definitions of the responsible parties and/or persons who will direct and supervise this work and contract in lieu of the references made in the specifications to State engineers and officials.

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

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

1.2 PREQUALIFICATION OF BIDDERS

The apparent low bidder will be required to submit an itemized financial statement covering the previous twelve (12) calendar months of actual operations within three working days of bid opening. The statement shall include financial resources, liabilities, equipment, and experience of such a nature as to be acceptable to the County. Experience on projects of a similar nature may be taken into consideration in determining the lowest responsible bidder.

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.

At the County's request, the apparent low bidder will complete a New York State Uniform Contracting Questionnaire and submit it to the County within three working days of said request for review and approval.

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. Revisions to the New York State Department of Transportation Standard Specifications in Section F
C. New York State Department of Transportation Special Conditions included in Section G - Special Notes
D. Prevailing wage rates required by N.Y.S. Labor Law - Section J
E. NYSDEC/ACOE/NYSDOT Permit Requirements – Section G

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 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) 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 Section 102-05 of the 2016 Standard Specifications, 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 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 a conflict arises within the bid proposal, then the words will be used for the final tabulation.

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

2.2 CANCELLATION OF AWARD

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

2.3 RETURN OF PROPOSAL GUARANTY

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

2.4 BONDS

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

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

2.5 FAILURE TO EXECUTE CONTRACT

Failure of the Contractor to execute the Agreement and file acceptable performance and payment bonds within ten (10) calendar days from the date of the ***Notice of Award*** (see form on Page E-20) after he 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 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 has good reason for objecting to the use of any material, appliance, or method of construction as shown or specified, then he 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:

- Provide on-site maintenance and protection of traffic within project limits.
- Layout and instrument survey of items in Contract.
- Replace existing Mansfield Bridge No. 58
- Place drainage improvements including ditches.
- Rehabilitate Roadway has shown in the plans
- Place Guiderail
- Install stream and slope protection.
- Set two steel pin ROW markers
- Grade, seed and mulch disturbed areas.

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 full 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 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 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 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 authorized representative as noted in Section D may be ordered removed and replaced at the Contractor's expense.

4.2 SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE OF WORK

When in the opinion of the Engineer the Contractor has substantially completed the project or a specified area of a project so that the County can occupy or utilize the project for the use it was intended, the Engineer shall recommend to the Commissioner of Public Works to issue a Certificate of Substantial Completion (See form on page E-22).

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 shall notify the Contractor by letter of such acceptance, and copies of such acceptance shall be sent to other interested parties.

4.3 GENERAL GUARANTY:

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

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

4.4 CONTRACTOR'S PERSONNEL

The Contractor shall place in charge of the work a competent and reliable English-speaking Superintendent, who shall have the authority to act for the Contractor and who shall be acceptable to the Engineer. This Superintendent must be present at all times during the working day to receive directions and orders given by the Engineer or his 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 bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained by him due to any interference from the utility appurtenances or the operation of moving them by the utility owners. The Contractor will be responsible for any fees required by the utility owners for temporary locations.

PART 5 CONTROL OF MATERIALS

5.1 CERTIFICATE OF ACCEPTABILITY

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

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

PART 6 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

6.1 SUBCONTRACTORS, MATERIALMEN AND LABORERS

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

6.2 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify and save harmless Cattaraugus County, its officers, employees and the Engineer, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims on amounts arising or recovered under the Workers' Compensation Law, or any other law, ordinance, order, or decree; and so much of the money due the Contractor under and by virtue of his 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 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 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 sureties, or both, such damage as it may sustain by reason of his 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 Risk Manager a certificate or certificates of insurance in form satisfactory to the Cattaraugus County Risk Manager 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 Risk Manager. Failure to supply a satisfactory certificate with ten (10) days after the Notice of Award may result in the cancellation of award and for the forfeiture of the Contractor's bid security, in the sole discretion of the County. The types of insurance are as follows:

A. Workers' Compensation Insurance. A policy covering the obligations of the Contractor in accordance with the provisions of the Workers' Compensation Law, covering all operations under the contract, whether performed by it or its subcontractor and also under the Disability Benefits Law. The contract, shall be void and of no effect unless the person or corporation making or executing same shall secure compensation and disability benefits coverage for the benefit of, and keep insured during the life of the contract, such employees in compliance with the provisions of the Workers' Compensation Law.

B. Liability and Property Damage Insurance. Policies following the 1986 Insurance Services Office formats shall be provided. Unless otherwise specifically required by special provision, each policy shall not be amended or contain deductible clauses or coverage exclusions of any nature and shall have limits not less than shown on the sample Certificate of Liability Insurance on page E-16.

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 E-16.

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
GPI/Greenman-Pedersen, Inc.

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.

APPENDIX "A"
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	C	Ca	D	F	G	Ga
	Construction & Maintenance	Professional	Low Risk Professional	Property Leased to Others or Use of Facilities	Livery	All Purpose Public Entity, Concessionaire	Low Risk All Purpose Public Entity
* ** COMMERCIAL GENERAL LIABILITY	$2,000,000 Agg. $1,000,000 Occ.	$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.	$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			
X,C,U	Include						
Personal Injury	Include	Include	Include	Include	Include	Include	Include
Liquor Law				Include			
Host Liquor				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	$3,000,000	$1,000,000	
WORKERS' COMP.	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption
EMPLOYER'S LIABILITY	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
*** PROFESSIONAL LIAB.		$3,000,000 Agg. $1,000,000 Occ.	$1,000,000 Agg. $ 500,000 Occ.				

* The Comprehensive/Commercial General Liability limits can be met by one or more policies, or in combination with an Excess and/or Umbrella Liability policy.
The COI must indicate if the coverage trigger in an 'Occurrence' form or a 'Claims-made' form.
All 'Claims-made' policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.
** Cattaraugus County MUST be named as Additional Insured for all acts of Named Insured pursuant to this contract.
*** Professional Liability policies are not required to have the County as Additional Insured

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

PART 7 PROSECUTION AND PROGRESS

7.1 NOTICE TO PROCEED

The "Notice to Proceed" (see form on page E-21) 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 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 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.

The beginning and ending dates of the allowable period of construction will be stipulated in the New York State Department of Environmental Conservation (NYSDEC) and/or Army Corps of Engineers wetland permits. If work is performed outside the stipulated period of time, then the Contractor will be subject to pay any fines resulting from violation of the permits.

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 right, title, or interest therein, or his 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 right, title, or interest therein, or his 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 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 employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such contractor for the benefit of his creditors made pursuant to the laws of this state.

PART 8 MEASUREMENT AND PAYMENT

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. The Contractor shall not have rights to suspend work during resolution of a differing site condition as stipulated in Section 105-14 of the Standard Specifications.

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:

County Road 13 Improvements
Maples Road
Town of Mansfield

The County has considered the Bid submitted by you for the above-described work in response to its Advertisement for Bid No. **26** opened **March 24, 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 _____.

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: County Road 13, Maples Road, Town of Mansfield, Cattaraugus County

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: County Road 13, Maples Road, Cattaraugus County

TO: _____
_____
_____

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

DEFINITION OF SUBSTANTIAL COMPLETION

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

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

_____ By _____
Engineer 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.

_____ By _____
Contractor Authorized Representative

Date _____

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

Cattaraugus County By _____
Authorized Representative

Date _____

SECTION F
SPECIAL NOTES

The Contractor's attention is specifically called to Section 102-03 of the State of New York Department of Transportation, Office of Engineering, Standard Specifications, Construction and Materials of January 1, 2017, including any addenda and errata to date.

OPERATIONAL DAMAGES

The Contractor will be held entirely responsible for any damages to adjacent property as a result of his operations.

The Contractor shall protect all trees and shrubs in an approved manner, which may include fences and boards lashed to trees to prevent damage from blasting or machine operations. He shall prevent damage to pipes, conduits and other underground structures and all land monuments and property marks.

The Contractor shall be responsible for all fire on the site of the work whether started by him or others and no materials shall be burned on the site, except with the approval of the Engineer and not without first obtaining permits from the proper municipal authorities.

LATE DELIVERY OF MATERIAL IN SHORT SUPPLY

In the event the delivery of any material in short supply is delayed substantially beyond the normal delivery time which results in delaying the completion of the contract, the contract will be extended without the assessment of engineering charges. The Contractor shall, however, demonstrate to the Engineer that he has made every reasonable effort to obtain such material and complete the contract.

EXCAVATION

The Contractor's attention is called to the fact that any contours shown in the plans are approximate, and in any event, they are not to be deemed or considered by the Contractor as a warranty or a representation by the Engineer of exact field conditions.

SITE SAFETY

The Contractor shall perform all work in the Contract Documents in a workmanlike manner with due regard to the safety of the employees and of the public. The Contractor shall comply with all rules, regulations and standards of the Occupational Safety and Health Administration, U.S. Department of Labor in the performance of the work required by the Contract Documents in all matters regarding the safety and protection of persons employed in construction, excavation and demolition work. The Contractor shall also meet all applicable requirements of the State of New York Department of Labor, Industrial Code Rule 53 regarding construction, excavation and demolition operations at or near underground facilities. The Contractor is fully and solely responsible for site safety precautions.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss of:

a. all employees on the site and other persons who may be affected thereby;

b. all the work and all products to be incorporated therein, whether in storage on or off the site; and

c. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall assume all responsibility for damage to persons or property which may occur during the prosecution of the work and shall replace or make good any such damage, loss or injury.

UTILITIES, GENERAL

All known public and private utility installations within the Contract limits and their disposition are shown in their approximate locations on the Contract plans.

The Contractor is, however, cautioned that these locations are not guaranteed, nor is there any guarantee that all such facilities within the Contract limits have been shown on the plans. In this regard, the Contractor's attention is called to Subsections 102-02 and 105-06 of the Standard Specifications.

Utilities encountered during the work shall be maintained and protected in their existing locations until otherwise provided for. If services or utility lines not shown on the plans are encountered, then excavation and grading shall be done with caution in order that these services not be disturbed until proper disposition of such is made by their owners. Damage by the Contractor to privately owned utilities shall be in all cases the responsibility of the Contractor. Relocation of public utilities and accessories is a responsibility of the servicing agency. Every reasonable attempt will be made by the agents of the Cattaraugus County Department of Public Works not to inconvenience or additionally cost the Contractor due to such locationing relating to time and/or place; however, no extra compensation will be made to the Contractor by the County of Cattaraugus for extra work or loss of time due to such utilities or the removal or relocation of such utilities.

The Contractor shall notify the Engineer, in writing, at least fourteen (14) days in advance of any work which may affect any utility or cause an interruption or disruption of utility service.

VEHICLE WEIGHTS

The Contractor shall submit to the Engineer the weights of the construction vehicles to be used on the pavement and on the bridge.

MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor will be responsible for providing traffic control. All traffic control signage and devices shall be accordance with the Contract documents and the New York State Manual of Uniform Traffic Control Devices. The Contractor shall coordinate with the Underground Facilities Protective Organization (UFPO) prior to driving any sign posts.

PRECONSTRUCTION CONFERENCE AND PROJECT SCHEDULE

The Contractor shall submit to the County and the Engineer a detailed construction schedule acceptable to the Engineer for review prior to the preconstruction conference. The schedule shall be based on the begin and end of each subtask as outlined in the bid schedule. The Contractor should be represented at the preconstruction conference by those staff to be in responsible charge of the work, including the site superintendent.

CONCRETE INSPECTION

The plant selected to fabricate the mobile concrete must be acceptable to the Engineer. Should the plant selected not be equipped with automatic proportioning and recording devices for portland cement approved by the New York State Department of Transportation, a site inspection of the plant will be required by the Engineer. The cost of the site visit shall be borne by the Contractor at no cost to the County.

SUBLETTING OR ASSIGNING THE CONTRACT

The Contractor shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any items designated by the County as "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.

His own organization shall be construed to include only workers employed and paid directly by the Contractor and equipment owned or rented by him, with or without operators.

SPECIALTY ITEMS IN THIS CONTRACT

Item 568.XX – Steel Bridge Railing
Item 606.XX – Guide Railing
Item 685.XX – Epoxy Reflectorized Pavement Markings

AUTOMATION AND RECORDATION EQUIPMENT FOR CONCRETE

The Contractor should note that mobile concrete plants equipped with New York State Department of Transportation approved automatic proportioning and recording devices are required for batching the ingredients of Portland cement concrete mixtures. The use of plants equipped with manually operated batching controls will not be permitted unless otherwise allowed in the Standard Specifications or contract proposal, or approved by the Engineer.

Portland cement concrete shall be proportioned in New York State Department of Transportation approved batch plants having automatic proportioning and recordation equipment meeting the requirements of Subsection 501-2.03, Handling, Measuring and Batching Materials, except for the following:

1. When approved by the Engineer, the Contractor may use an approved Mobile Concrete Mixing Unit for supplying concrete for miscellaneous work defined in Subsection 501-2.04, Paragraph C, Mobile Concrete Mixing Units.

2. The Contractor may use a small construction mixer meeting the requirements of Subsection 501-2.04 D for miscellaneous placements involving small quantities of concrete when permitted by the Engineer.

The bid prices shall reflect the cost for using Portland cement concrete meeting the above requirements.

SALVAGED MATERIALS

Unless otherwise shown on the plans or specified in the proposal, all salvaged material shall become the property of the Contractor.

ORDINANCES AND PERMITS

The Contractor shall comply with, and give all notices required by, all laws, ordinances, rules and regulations bearing on the conduct of the work. He shall procure and pay for all permits and licenses, which may be necessary for the completion of the work.

REQUIRED NOTICES

a. Fire and Police Officials

Local fire and police authorities shall be notified by the Contractor in advance of the beginning of the progress of the work in order to coordinate and maintain sufficient fire and police protection.

b. School Officials and Ambulance Companies

The Contractor shall closely coordinate all work impacting school pedestrian and bus traffic with the Engineer. Safe School Route Maintenance Plans shall be submitted by the Contractor and approved by the Engineer prior to construction. The cost of any additional

signage, flag persons or other requirements to maintain school routes throughout the duration of the project shall be included in the Bid price for Item 619.01 M.

The Contractor is required to make personal contact with appropriate ambulance companies in respect to the effect of the on-site detour on their operations. This should be done several weeks in advance of changes so that there will be adequate time for them to make necessary adjustments to their schedules and routes.

RIGHT OF WAY

Previously signed contracts or agreements made between the County Department of Public Works and the pertinent landowners must be honored by the Contractor. A list of pertinent signed agreements will be furnished to the Contractor. Any deviations from the above stated Contracts of Agreements after the contract is awarded must be first stipulated in writing and signed by all interested parties.

ENVIRONMENTAL CONCERNS

The Northern Long Eared Bat (Myoils Septentronalis) is listed as a Federally threatened species statewide. this project involve the removal of approximately 75 trees greater than three (3) inches in diameter (diameter breast height (DBH)). If projects conditions change and additional tree removals are necessary, whether under clearing and grubbing or tree removals, the Engineer must be notified prior to the start of any tree removal. Tree removals will be allowed only after coordination and approval by the Engineer in consultation with the Construction Environmental Coordinator.

All bridges have the potential of being summer roosting habitat for the northern long-eared bat (NLEB). The contractor shall notify the EIC at least 10 days prior to the start of work at each bridge. A bridge/bat survey will be conducted by the County for the presence of the NLEB for any bridge work that will take place between March 31 and October 1 and/or involves access to the underside of the bridge or drilling down to the underside of the bridge, including bridge painting and washing. The survey will be conducted and results provided within seven (7) days of the contractor's notification. No work on that bridge can commence until the bridge is cleared through the EIC.

The County has filed a joint application to the New York State Department of Environmental Conservation and the United States Army Corps of Engineers for a Protection of Waters, Section 404 and Water Quality Certification, Section 401 Nationwide Permit.

At any time the Engineer feels work is adversely impacting the creeks, wetland areas or adjacent properties, he shall order such operations be terminated, and the Contractor must provide the necessary mitigation devices prior to continuing.

In addition to the Nationwide Permit, the Cattaraugus County Department of Public Works holds a General Permit with the New York State Department of Environmental Conservation (NYSDEC). This General Permit covers the following:

- 6NYCRR 608: Water Quality Certification

The NYSDEC permit number is 9-0499-00066/00001.

SHOP DRAWINGS

The Contractor will be required to submit shop drawings for the following items:

- Temporary Waterway Diversion Structure
- Reinforcing Bars
- Elastomeric Bearings
- Precast Concrete Beams

The Bar Reinforcement shop drawings shall show each placement in plan view and section with each bar mark called out and all bend details and splices noted. A sample bar marking of uncoated bars shall be as such: 5A7 with the first number to reflect the size of the bar, the letter to designate an abutment (A), pier (P), highway approach slab (H), or deck (D) placement, and the final number to designate the bar mark. An epoxy coated bar should be designated as such: 5AE7.

MATERIAL SAFETY DATA SHEETS

The Contractor is responsible for providing the Material Safety Data Sheets to the County prior to introducing hazardous materials onto the site, assuring compliance before work is started and disseminating any information to the County employees concerning significant chemical hazards that the Contractor is bringing to the County's workplace. The Material Safety Data Sheets will be maintained by the County as long as those materials are present. It is the responsibility of the Contractor to train its own employees.

ASBESTOS

There are to be NO asbestos materials used in any work being done for the County. If it is found that products with asbestos materials have been used, then the Contractor will be held responsible for all cost of clean-up, removal and any other cost that may occur because of it.

SUBCONTRACTORS, SUPPLIERS AND MATERIAL SOURCES

The Contractor shall submit to the Engineer for approval at the preconstruction meeting all subcontractors, suppliers and material sources anticipated to be used on the project.

SUBSURFACE CONDITIONS

Subsurface explorations have been made for this project at locations indicated on the general plan. Boring logs made available for the inspection of bidders were obtained with reasonable care and recorded in good faith.

The soil and rock descriptions shown are as determined by a visual inspection of the samples from the various explorations unless otherwise noted. The observed water levels and/or water conditions indicated thereon are as recorded at the time of exploration. These levels and/or conditions may vary considerably, with time, according to the prevailing climate, rainfall and other factors.

It is understood that such information was obtained and is intended for design purposes only. It is made available to bidders (in good faith) only that they may have access to identical subsurface

information available to the designer, and is not intended as a substitute for personal investigations, interpretations and judgment of the bidder.

The Contractor's attention, however, is called to the fact that the information obtained from the subsurface explorations furnished is not to be substituted for personal investigation and research by the Contractor as required by the Agreement.

In the event that subsurface conditions vary from those shown by the explorations, the Contractor will still be required to establish the foundations to the necessary load carrying capacities as directed by the Engineer. It will be the Contractor's obligation and responsibility to use methods and equipment that will insure the satisfactory completion of the required work without delay.

LEGAL LOADS

The Contractor is reminded that only legal loads are permitted on public highways. The only exception to this is an issuance by the County of a Special Hauling Permit for oversize or overweight loads. These permits are issued at the discretion of the County Department of Public Works and only under special conditions over specified highways at designated times and do not apply to the hauling of materials for construction contracts. Weigh slips, which are a part of contract records, are available to enforcing agencies.

If the section of highway under construction is designated as a Restricted Highway by the Commissioner, then only legal loads will be permitted unless otherwise authorized in writing by the Engineer. Such authorization will in general apply only to those portions of the highway that are to be destroyed during construction and generally not newly finished pavement or structures.

It is anticipated that seasonal or weather conditions may frequently require the use of lighter and smaller equipment and loads than might be used under optimum conditions. If the Engineer determines that hauling operations or other movement of heavy equipment is having or may result in detrimental effects on the finished highway, on or off the site, then the Engineer may restrict those operations and/or locations.

EQUIPMENT

RENTAL RATES - A list of equipment to be used in the contract shall be submitted to the Engineer before any work is started. Such list will include all necessary information to ascertain New York State Rental Rates and need not include trucks.

ASPHALT CONCRETE

HAUL - The Contractor's attention is directed to the fact that asphalt concrete may NOT be hauled in excess of 35 miles from the source of supply to the project, without written permission of the Cattaraugus County Commissioner of Public Works.

PAVERS - Asphalt concrete pavers on this project will be required to have electronically controlled leveling devices.

SEQUENCE OF OPERATIONS - The laying of pavement on the project shall be started at the end farthest from the source of supply of asphalt concrete and shall progress toward the source of supply.

FINE GRADE OPERATIONS - The use of "new steel" on all cutting edges shall be a requirement during fine grading operations in preparation for the application of pavement courses. All equipment shall be tightly shimmed.

REMOVAL OF COUNTY OR TOWN-OWNED FACILITIES

The Contractor shall give sufficient notice to the Engineer, for removal by Departmental Forces, of such County or Town-owned facilities as signs and delineators.

EXISTING CONDITIONS

All dimensions affected by the geometrics and/or location of the existing structure are to be checked in the field by the Contractor, before ordering or fabricating any materials, and before any construction begins. It shall be the responsibility of the Contractor to supply the Engineer with all field dimensions required to check shop drawings.

INSURANCE

The Contractor shall provide insurance coverage including the project and for a distance of 150 meters beyond the actual construction designated "Contract Begins" and/or "Contract Ends" and 150 meters beyond the "Limit of Work" of all intersecting highways.

UTILITY DISPOSITION

There are no utility relocations expected for this project. The Contractor's attention is directed to the existing, overhead electric and both overhead and buried telephone lines located within the project limits. The Contractor shall use caution when performing work in the vicinity of these overhead lines.

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.

SECTION G
SPECIFICATIONS FOR MATERIALS OF CONSTRUCTION

All specifications for materials of construction, unless provided herein, shall conform to Section 700 of the New York State Department of Transportation Office of Engineering Standard Specifications, Construction and Materials of January 1, 2017 and all Addenda.

The following Special Specifications enclosed herein shall be used for materials of construction:

ITEM NO.	DESCRIPTION	UNIT
202.03CA	Relocation of Concrete Watering Trough	LS
202.19CA	Removal of Substructures	LS
207.96000017	Geosynthetic Reinforcement	SY
208.01030022	Bioretention and Dry Swale Soil	CY
304.60000017	Full Depth Reclamation of Asphalt Pavement	SY
304.80000017	Bituminous Stabilizing Agent for Full Depth Reclamation of Asphalt	Gal
304.90000017	Aggregate for Full Depth Reclamation of Asphalt Pavement	Ton
555.970100CA	Concrete for Structures, Class HP (Reinforcement Included and No Bar List in Plans)	CY
559.16960118	Protective Sealing of Structural Concrete	SF
559.18960118	Protective Sealing of Structural Concrete on New Bridge Decks and Bridge Deck Overlays	SF
603.67020008	Reinforced Concrete Horizontal Elliptical Pipe, End Section, Class HE III, 19" rise x 30" span	EA
603.67040008	Reinforced Concrete Horizontal Elliptical Pipe, End Section, Class HE III, 24" rise x 38" span	EA
603.67080008	Reinforced Concrete Horizontal Elliptical Pipe, End Section, Class HE III, 34" rise x 53" span	EA
603.67090008	Reinforced Concrete Horizontal Elliptical Pipe, End Section, Class HE III, 38" rise x 60" span	EA
603.67120008	Reinforced Concrete Horizontal Elliptical Pipe, End Section, Class HE III, 53" rise x 83" span	EA
603.99450005	Sump Pump and Gutter Drain Outlet to Storm Sewer	LF
604.3001CA	Rectangular Drainage Structures 24"x24"	LF
604.3002CA	Rectangular Drainage Structures 36"x36"	LF
604.3003CA	Rectangular Drainage Structures 48"x36"	LF
605.21010018	Precast Concrete Headwalls for 4" Lateral Outlet Pipes	EA
605.98101218	Smooth Interior Perforated Corrugated Polyethylene Underdrain Pipe, 12" Diameter	LF
605.98101518	Smooth Interior Perforated Corrugated Polyethylene Underdrain Pipe, 15" Diameter	LF
619.2701CA	Relocate Paper Boxes	EA
619.2702CA	Relocate House Number Panels	EA
627.50140008	Cutting Pavement	LF

ITEM 202.03CA – RELOCATION OF CONCRETE WATERING TROUGH

DESCRIPTION:

The existing concrete watering trough located on the west side of the road at approximate station 220+75, house number 7335, residence of Ronald and Nancy Meeder, shall be relocated as directed by the home owner to the approximation location shown on the drawings.

All appropriate provisions of 202-1 shall apply.

MATERIALS:

(Not specified)

CONSTRUCTION DETAILS:

All provisions of 202-3.03 shall apply.

METHOD OF MEASUREMENT:

The Contractor will be paid the lump sum price bid for relocation of the existing concrete watering trough as directed by the Engineer and approved by the home owner.

BASIS OF PAYMENT:

The lump sum bid shall include the cost of all labor, materials, and equipment necessary to complete the work, including the cost of restoration of the original location to the satisfaction of the home owner and the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
202.03CA	Relocation of Concrete Watering Trough	Lump Sum

ITEM 202.19CA – REMOVAL OF SUBSTRUCTURES

DESCRIPTION:

All provisions of 202-1 shall apply.

MATERIALS:

(Not specified)

CONSTRUCTION DETAILS:

All provisions of 202-3 shall apply.

METHOD OF MEASUREMENT:

202-4.07 Removal of Substructures. The Contractor will be paid the lump sum price bid for "Removal of Substructures."

BASIS OF PAYMENT:

202-5.06 Removal of Substructures. The lump sum bid shall include the cost of all labor, materials, and equipment necessary to complete the work, including the cost of cutting existing sheeting or piling, extracting existing sheeting or piling, the protective system(s) required to ensure the safety of the workers and the public, unless indicated on the plans, and keeping the site dewatered and free of water, ice and snow when necessary. Support or protection systems when indicated on the plans, Topsoiling, and/or Seeding will be paid for separately under their respective items. Backfilling with select materials or with suitable materials which must be obtained off-site will be separately paid. Water will be paid for separately only if the pay item for Applying Water is in the contract.

Payment will be made under:

Item No.	Item	Pay Unit
202.19CA	Removal of Substructures	Lump Sum

ITEM 207.96000017 - GEOSYNTHETIC REINFORCEMENT

DESCRIPTION

This work shall consist of providing and installing Geosynthetic Reinforcement (GR) as indicated on the plans or as directed in writing by the Engineer.

MATERIALS

Provide certified tested GR meeting the minimum wide width tensile strength in two perpendicular directions at 5% strain shown on the plans.

CONSTRUCTION DETAILS

Protect the GR from exposure to sunlight during transport and storage. After placement, the GR shall not be left uncovered for more than two weeks.

Place the GR at the proper elevation and alignment as shown on the plans or as directed by the Engineer. The surface upon which the GR is to be placed shall be within reasonable conformity to the proposed grade.

GR sections shall be overlapped a minimum of 1 foot or as directed by the Engineer. Care shall be taken to ensure that GR sections do not separate at overlaps during construction. Place the GR without folds.

The placement of the GR around corners may require cutting the material and diagonal overlapping of the GR to ensure that excessive buckling or folding of the GR material does not occur.

Place the overlying course(s) and compact as shown on the plans or as approved by the Engineer. Traffic or construction equipment will not be permitted directly on the GR.

METHOD OF MEASUREMENT

This work will be measured as the number of square yards of GR computed from the payment lines shown on the plans or from payment lines established in writing by the Engineer. Measurement will not be made for GR used for repairs or overlaps.

BASIS OF PAYMENT

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

ITEM 208.01030022 BIORETENTION AND DRY SWALE SOIL
ITEM 208.01040022 LABORATORY TESTING FOR SOIL PHOSPHORUS CONCENTRATION

DESCRIPTION

This work shall consist of installing Bioretention and Dry Swale Soil in accordance with the contract documents and as directed by the Engineer.

The work shall also consist of having the Bioretention and Dry Swale Soil tested for total soil phosphorus concentration at a qualified laboratory. A qualified laboratory shall be defined as a laboratory that is certified by the New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) to test soil for total soil phosphorous.

MATERIALS

The following sections of the standard specifications apply:

§703-07 Concrete Sand
§713-01 Topsoil, Type A (see exceptions below)

The soil for Bioretention areas and Dry Swales shall be a uniform mix, free of stones, stumps, roots or other objects larger than two inches (2") in diameter. The Bioretention and Dry Swale soil shall be visibly free of noxious weeds.

Bioretention and Dry Swale Soil shall be a well blended mixture of three (3) parts sand and one (1) part topsoil, by volume. The Bioretention and Dry Swale Soil shall have a pH range of 5.2 to 7.6, and an organic content of 3-7%.

Sand shall meet the requirements of §703-07 Concrete Sand.

Topsoil shall be in accordance with the requirements of §713-01 Topsoil for Topsoil Type A, except as follows:

- All topsoil shall be sampled and tested, regardless of the source.
- Sampling of topsoil, amended topsoil, and the Bioretention and Dry Swale Soil shall be done by the Contractor/Supplier. Sampling protocol shall be in accordance with §713-01 Topsoil.

Soil amendments to increase organic content shall be peat moss. Peat moss shall be commercially produced and shall be composed of the partly decomposed stems and leaves of any or several species of sphagnum moss. It shall be free from wood, decomposed colloidal residue, and other foreign matter. It shall have a pH range between 3.5 pH - 5.5 pH as determined in accordance with the Association of Official Agricultural Chemists' testing methods. It's water-absorbing ability shall be a minimum of 1100% by weight on an oven-dry basis.

Acceptance of Bioretention and Dry Swale soil will be based upon a material certification that the material conforms to the above requirements. The Contractor/Supplier shall provide to the Engineer copies of testing results of the sand gradation, topsoil gradation, organic content percentage of the Bioretention and Dry Swale Soil, and pH of the Bioretention and Dry Swale Soil. These tests are to be paid under the Bioretention and Dry Swale Soil item.

ITEM 208.01030022 BIORETENTION AND DRY SWALE SOIL
ITEM 208.01040022 LABORATORY TESTING FOR SOIL PHOSPHORUS CONCENTRATION

The Contractor shall provide to the Engineer copies of testing results for Soil Phosphorus Concentration. Samples to be submitted to the qualified laboratory shall be obtained in accordance with §713-01 Topsoil. Sampling shall be paid under the pay item for Bioretention and Dry Swale Soil. The results of the Soil Phosphorus analysis shall not be used as the basis for material acceptance.

Sampling frequency for total phosphorous shall be one composite sample for the first 100 to 500 cubic yards of soil, and an additional composite sample for each additional 500 cubic yards, or portion thereof. No samples are required for stockpiles of less than 100 cubic yards.

CONSTRUCTION DETAILS

Bioretention and Dry Swale Soil shall be installed at the locations and to the depth(s) as shown in the contract documents. Placement of Bioretention and Dry Swale Soil shall be done in lifts of 12 inches to 18 inches. The soil shall be loosely compacted, such as by tamping lightly with a dozer or backhoe bucket. No other materials or substances shall be mixed or dumped within the Bioretention area and Dry Swale that may be harmful to plant growth, or prove a hindrance to planting or maintenance operations.

METHOD OF MEASUREMENT

Bioretention and Dry Swale Soil
The work will be measured as the number of cubic yards of Bioretention and Dry Swale Soil installed, computed from payment lines shown in the contract documents.

Laboratory Testing for Soil Phosphorus Concentration
The work will be measured by the number of soil samples analyzed for Soil Phosphorus Concentration by a qualified laboratory.

BASIS OF PAYMENT

The unit price bid for a cubic yard of Bioretention and Dry Swale Soil shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work, including costs for testing.

The unit price bid for Laboratory Testing for Soil Phosphorus Concentration, shall include the receipted costs of testing, including the cost of the laboratory test(s) and all labor, materials and equipment required to obtain and deliver soil sample(s) to the qualified laboratory plus 5% for profit and overhead.

ITEM 304.60000017: FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT
ITEM 304.70000017: CHEMICAL STABILIZING AGENT FOR FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT
ITEM 304.80000017: BITUMINOUS STABILIZING AGENT FOR FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT
ITEM 304.90000017: AGGREGATE FOR FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT

DESCRIPTION

This work shall consist of the in-place single or multiple step sequence for full depth reclamation of asphalt pavement. This work shall include cleaning the existing pavement free of all debris and material that may interfere with the reclamations' milling process, milling, pulverizing and mixing the existing asphalt pavement, adding new aggregate and chemical or bituminous stabilizing agent(s) as required, then remixing, grading, compacting and curing in conformity with the lines, grades, depths and typical sections as shown in the plans, and as determined by the Engineer.

MATERIALS

Aggregate. The new aggregate shall be supplied from a Department approved material source consisting of crushed stone or crushed gravel or a blend thereof and meet the gradation as specified in the approved mix design.

Chemical Stabilizing Agent. Chemical stabilizing agents used shall conform to the applicable requirements of the following subsections:

Portland Cement §701-01
Fly Ash, Class C §711-10
Calcium Chloride §712-02
Hydrated Lime §712-04

Bituminous Stabilizing Agents. Bituminous stabilizing agents used shall be an asphalt emulsion, emulsified recycling agent or foamed/expanded asphalt and conform to the applicable requirements of Section 702-Bituminous Materials. Alternate bituminous materials may be substituted by the Contractor with the approval of the Director, Materials Bureau.

Water. Water used shall conform to §712-01.

Reclaimed Material. The existing asphalt pavement and portions of the underlying subbase course shall be blended into a homogenous mass and shall pass the 2 in. sieve size.

CONSTRUCTION DETAILS

Sampling and Pre-testing. The Department will take and analyze all core samples and provide the following information in the contract documents:

- Core Report which will include the location and depth of the existing asphalt in each core taken.

- Existing asphalt pavement core gradations.

- Subsurface Exploration Logs
- Percentage of asphalt content in the asphalt pavement cores taken.
- Plasticity Index of underlying subbase that will be reclaimed.
- Total depth of reclamation that is required, including the existing asphalt and underlying material depths and corresponding longitudinal limits.

Design Guidelines. The reclaimed mixture shall consist of reclaimed materials, new aggregate if required, chemical or bituminous stabilizing agent(s) and water if required. The final mixture shall conform to the strength parameters as outlined in Quality Control Testing section. The reclaimed mix's moisture content is determined by the Contractor and may be adjusted to account for actual field conditions.

The Contractor may take additional cores from the existing asphalt pavement to determine the full depth reclamation mix design. A 2-week notice to the Engineer-In-Charge and the Regional Materials Engineer prior to taking additional cores is required.

Based on the information provided above and prior to beginning the work, the Contractor shall submit (3) three copies of their method to satisfactorily complete the specified full depth reclamation and the full depth reclamation mix design to the Engineer for approval by the D.C.E.T.S. The submittal shall specify all the equipment and materials necessary to do the work which will include but is not limited to: the in-place single or multiple step full depth reclamation sequence; the type, brand name and model number of all equipment being used in the in-place single or multiple step sequence, including rollers and the schedule to complete the work which includes curing time based on the respective stabilizing agent. The full depth reclamation mix design shall specify the name and producer/manufacturer of the all the materials. All materials are required to be State approved.

Preconstruction Meeting. A preconstruction meeting will be held prior to the start of any work. Representatives from the Geotechnical Engineering and the Materials Bureaus shall be present.

Equipment. The Contractor shall use in-place full depth reclamation equipment approved by the DCETS. Request for approval of equipment not previously approved shall be made to the Director, Materials Bureau, prior to the start of any work. All equipment and tools shall be maintained in satisfactory working condition at all times.

ITEM 304.60000017: FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT
ITEM 304.70000017: CHEMICAL STABILIZING AGENT FOR FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT
ITEM 304.80000017: BITUMINOUS STABILIZING AGENT FOR FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT
ITEM 304.90000017: AGGREGATE FOR FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT

The reclaimer shall be self-propelled equipped with a liquid additive system, specifically manufactured for full depth reclamation type of work. The machine shall have automatic depth controls. The cutting drum shall be variable speed and have the capability to up-cut and down-cut, pulverize and mix a minimum of 1 ft. of existing asphalt pavement and underlying subbase material(s) by a minimum of 8 ft. in width to a size that will pass the 2 in. sieve. The recommended minimum power of the reclaimer is 400 hp. The reclaimer shall have a system for adding asphalt emulsion with a full width spray bar consisting of a positive displacement pump interlocked to the machine speed so that the amount of emulsion being added is automatically adjusted with changes in machine speed. The additive system shall be capable of incorporating up to 7 gal./yd2 of emulsion. Individual valves on the spray bar shall be capable of being turned off as necessary to minimize emulsion overlap on subsequent passes.

The entire operation of reclaiming the existing road, adding new aggregate, water, and asphalt emulsion can be completed in one pass if adequate mixing is achieved. If the entire operation cannot be completed in one pass, then the existing road shall be reclaimed to the depth on the plans, and during this first pass water and new aggregate shall be added; pre-shaping can also be accomplished at this time. After completion of the first pass, the road shall be shaped with a motor grader and compacted with a steel roller to provide better depth control. A second pass of a reclaimer shall be completed with the required amount of asphalt emulsion added.

Grading shall be done with a highway motor grader which has a cross slope indicator or approved substitute as allowed by the Engineer.

Calibration. The Contractor shall calibrate the mixing equipment prior to the start of work, in accordance with established calibration procedures as detailed in Procedural Directives from the Director, Materials Bureau. Submit the calibration results for approval to the Director, Materials Bureau at least 7 calendar days prior to the start of work. The first calibration of each calendar year must be witnessed by Department personnel or agency authorized representative. Submit subsequent calibrations with written certification that proper procedures were followed and that all measurements and calculations are accurate. If the results submitted in subsequent calibrations are more than 5.0% different from the first calibration of the season, the equipment must be calibrated in the presence of Department personnel or agency authorized representative. Calibration approval is valid for 90 days from the date of calibration. Provide a copy of the calibration approval letter to the Engineer or agency authorized representative before the start of work. No reclamation will be allowed until the calibration has been completed and approved. No payment will be made for material reclaimed by equipment without a valid calibration.

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ITEM 304.90000017: AGGREGATE FOR FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT

Stabilizing Agent Addition. When utilizing an asphalt emulsion, the amount of asphalt emulsion used shall be as recommended from the mix design. Any changes in asphalt emulsion content must be approved by the Engineer. The percentage of emulsion added shall be checked by determining the amount used by meter readings or truck weight tickets and by estimating the quantity of road reclaimed – depth, width, length, and estimated in-place density by Proctor density (mix design or field check) or nuclear density. On the first day of FDR, emulsion content shall be determined at a minimum on the first emulsion transport. Adjustments in equipment calibration shall be made if necessary. If adjustments are made, emulsion content shall be checked again. Thereafter, emulsion content shall be determined at a sampling frequency at the Engineer's discretion.

Compaction. Thorough and uniform compaction of the reclaimed material shall be achieved in accordance with §203-3.12, attaining 95% of the Standard Proctor Maximum Density, using a combination of the following equipment:

- Initial (breakdown) rolling shall be performed with a vibratory pad foot roller.

- Intermediate rolling shall be performed with a pneumatic-tired roller.

- Finish (final) rolling shall be performed with a tandem vibratory –steel drum roller.

A vibratory padfoot roller with 84 in. wide drum and 10 ton minimum weight is required; a blade is recommended for back-dragging. A pneumatic tire roller with 20 ton minimum weight with water spray system is required. A double drum vibratory steel roller with 10 ton minimum weight with water spray system is required.

The padfoot roller, applying high amplitude and low frequency, or the pneumatic roller shall perform initial compaction at enough passes until it walks out of the material. Walking out for the padfoot roller is defined as light being clearly evident between all of the pads at the material–padfoot drum interface. Walking out for the pneumatic roller is defined as no significant wheel impressions being left on the surface. Perform the necessary number of roller passes to achieve the desired compaction for each roller type. A water truck for supplying water to the reclaimer for addition of moisture, as required, during the FDR operation shall be used. The water truck shall be capable and set up for a controlled spray on the road before compaction.

Tolerance. The reclaimed surface shall be constructed within ½ in. tolerance to the specified line and grade shown in the plans. If the pavement has not been constructed to this tolerance, the surface will be tested with a 15 ft. straight edge or string placed parallel to the centerline of the pavement and with a 10 ft. straight edge or string line placed transversely to the center line of the pavement on any portion of the pavement. Variations exceeding ½ in. shall be corrected at no additional cost to the Department. In order to correct cross slope to meet line and grade as shown on the typicals when there is not sufficient existing reclaimed material, the Contractor shall add aggregate, then remix grade, compact and cure as required to make such corrections.

Curing. Proof roll the compacted material according to Engineer's approval. It is recommended that proof rolling represent the type of traffic expected on the road. If deformation does not occur, moving truck traffic can be allowed on the reclaimed base. If deformation does occur, truck traffic should be kept off until the reclaimed material is firm enough. It is expected that the reclaimed base can support moving car traffic after finish rolling has occurred. The reclaimed mixture shall be allowed to cure for the specified time as in the approved full depth reclamation mix design. The provisions of the paragraph above, Tolerance, shall apply during the entire period prior to the reclaimed material being overlaid. Curing shall be the responsibility of the Contractor, who shall take into account all factors, including the weather limitations and restrictions and the project Work Zone Traffic Control plan. Before placing any pavement, the reclaimed base shall be allowed to cure for a minimum of 10 days and when no visible moisture is present, or at the discretion of the Engineer. The reclaimed base shall be paved before winter.

Weather & Seasonal Limitations. This work will not be permitted when the existing pavement or reclaimed material contains frost, or when the air and/or surface temperature is below 45° F. The minimum air temperature must be 60° F and the relative humidity must be less than 80% when bituminous stabilizing agents are used.

Working in the rain or when rain is imminent is not allowed.

No work under this item will be permitted from September 30 to May 15.

Testing. All new aggregate must be stockpiled. A minimum of two QC aggregate gradation samples, weighing a minimum of 45 lbs. each in accordance with AASHTO T311, will be obtained from each stockpile and tested by the Contractor. All QC test results will be provided to the Engineer prior to the start of work and all test results shall meet the gradation as specified in the approved mix design,

When Portland Cement is used, obtain a 1 gal. sample from each delivery vehicle in accordance with §701-01 and submit to the Regional Materials Engineer for testing.

When Fly Ash, Class C is used, obtain a 1 qt. sample from each delivery vehicle in accordance with §701-01 and submit to the Regional Materials Engineer for testing.

When Bituminous Stabilizing Agents are used, obtain a sample from each delivery vehicle in accordance with §701-01 Materials Method 8.2 and submit to the Regional Materials Engineer for testing.

Quality Control Testing. The approved mix design shall conform to the following QC strength parameters and test procedures based on the stabilizing agent used:

Chemical Stabilizing Agent(s): Use Unconfined Compressive Strength Test parameters in conformance with ASTM D1633 Method A. Minimum strength shall be 350 psi but less than 800 psi.

Bituminous Stabilizing Agent(s): Use Modified Proctor Density, ASTM D1557 and /or Marshall Method, ASTM D6927.

On the first day of production the Contractor will take the appropriate samples of the reclaimed mix in accordance with ASTM D1633 and or/ASTM D1557/ASTM D6927. Four additional samples will also be tested by the Contractor's laboratory for aggregate gradation and percent stabilizer content. Test results will be submitted to the Engineer before the end of the next workday. The Engineer will verify these test results comply with the approved mix design. Significant differences from the mix design shall be discussed with the Contractor and Regional Materials Engineer. For each subsequent day of production a minimum of one sample of the reclaimed mix will be taken from each ½ mile of production, or fraction thereof. These samples will be tested as noted for the first day of production. The Engineer will receive these test results within two workdays to be verified for compliance with the approved mix design. If a second reclamation train is introduced at the contract site, QC sampling will follow the requirements needed for the first day of production.

METHOD OF MEASUREMENT

Full Depth Reclamation of Asphalt Pavement. The quantity to be paid will be measured by the number of square yards of asphalt pavement reclaimed full depth measured to the nearest square yard.

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Aggregate. The quantity to be paid will be measured by the number of tons of aggregate required in the approved full depth reclamation mix design.

Chemical Stabilizing Agent. The quantity to be paid will be measured by the number of tons of dry bulk chemical stabilizing agent required in the approved full depth reclamation mix design measured to the nearest ton.

Bituminous Stabilizing Agent. The quantity to be paid will be measured by the number of gallons of bituminous stabilizing agents measured at 60° F required in the approved full depth reclamation mix design measured to the nearest gallon.

BASIS OF PAYMENT

Full Depth Reclamation of Asphalt Pavement. The unit price bid per square yard shall include the cost of furnishing all labor and equipment necessary to satisfactorily complete the work including cleaning the existing pavement free of all debris and material that may interfere with the reclamations' milling process, milling, pulverizing and mixing the existing asphalt pavement, adding new aggregate and chemical or bituminous stabilizing agent(s) as required, then remixing, grading, compacting and curing in conformity with the lines, grades, depths and typical sections as shown in the plans. Aggregates, chemical and bituminous stabilizing agents will be paid for under their appropriate pay items. No separate payment will be made for the use of water in the full depth reclamation process. No direct payment will be made for any loss of materials resulting in shrinkage, compaction, foundation settlement, erosion or any other cause. No deductions will be made for the volumes occupied by manholes, catch basins and other such objects.

Aggregate. The unit price bid per ton shall include the cost of furnishing all labor, materials and equipments necessary to add aggregate as required to satisfactorily complete the work. No direct payment will be made for any loss of materials resulting in shrinkage, compaction, foundation settlement, erosion or any other cause. No deductions will be made for the volumes occupied by manholes, catch basins and other such objects.

Chemical Stabilizing Agent. The unit price bid per ton shall include the cost of furnishing all labor, materials and equipment necessary to satisfactorily complete the work. No separate payment will be made for water to mix the chemical stabilizing agent into a slurry.

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

ITEM 555.970100CA - CONCRETE FOR STRUCTURES, CLASS HP (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS)
ITEM 555.970200CA - FOOTING CONCRETE, CLASS HP (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS)

DESCRIPTION:

This work shall consist of furnishing and placing Class HP concrete for structures, including steel reinforcement as indicated in the contract documents or as directed by the Engineer.

MATERIALS:

All the material requirements of §555-2 and §556-2 shall apply.

CONSTRUCTION DETAILS:

If placement details and bar lists are not included in the contract plans, then the following provisions apply:

1. At least thirty (30) days prior to fabrication of the reinforcement the Contractor shall submit a minimum of two copies of the bar lists and placement drawings showing the bar locations to the Engineer. The details of the bar list drawing and placement shall meet the requirements of the current edition of the Concrete Reinforcing Steel Institute's publication Reinforcing Bar Detailing. Placement drawings shall be size "B". Drawings and bar lists shall be clear and legible.

2. Requests for information or changes along with reasons shall be documented in a separate list.

3. The Engineer will transmit the documents to the designer for review for conformance with the design requirements and in accordance with §105-16. The designer will not check lengths, number of bars, weights or bar marks. Corrections will be returned to the Contractor. A review time of two days per placement drawing submitted with a minimum of 15 days for each submission will be allowed upon receipt of the submission. When the documents are satisfactory they will be returned to the Contractor stamped "Approved in Conformance with Design Requirements". The Contractor shall supply the Engineer with five (5) copies of the approved documents. No reinforcement shall be placed until copies of the approved documents are received by the Engineer.

4. Construction details for reinforcing steel shall meet the requirements of §556-3. The reinforcement shall be of the type indicated in the contract documents

5. Partial submissions that require coordination with other drawings will not be accepted.

6. All the provisions of §555-3 shall apply.

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ITEM 555.970200CA - FOOTING CONCRETE, CLASS HP (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS)

METHOD OF MEASUREMENT:

All the provisions of §555-4 shall apply. Separate measurement of the bar reinforcement will not be made.

BASIS OF PAYMENT:

All the provisions of § 555-5 shall apply, except that bar reinforcement will be included. No separate payment will be made for reinforcement.

ITEM 559.16960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE
ITEM 559.17960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE FOR EXISTING BRIDGE DECKS

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

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

717-03 - Penetrating Type Protective Sealers
717-04 - Coating Type Protective Sealers

CONSTRUCTION DETAILS.

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

B. Surface Preparation.

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

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

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

ITEM 559.16960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE
ITEM 559.17960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE FOR EXISTING BRIDGE DECKS

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

D. **Sealer Application**. The sealer shall be used as supplied by the Manufacturer without thinning or alteration, unless specifically required in the Manufacturer's instructions. Thorough mixing of the sealer before and during its use shall be accomplished as recommended by the Manufacturer. Equipment for sealer application shall be clean of foreign materials and approved by the Engineer before use.

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

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

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

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

Payment will be made under:

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

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

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

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

717-03 - Penetrating Type Protective Sealers

CONSTRUCTION DETAILS.

A. **General.** The Contractor shall provide the Engineer with the sealer manufacturer's written instructions for application and use, at least five (5) working days before the start of work. Only one (1) brand and specific type of sealer will be allowed for use on each deck.

B. **Surface Preparation.** All concrete bridge decks shall air dry for twenty-four (24) hours after the time of completion of saw cut grooving. If the concrete is subjected to rain or moisture from other project operations, the drying period shall be extended twenty-four (24) hours from the time that the concrete has stopped being wetted. All required surface texturing, saw cut grooving, barriers, parapets, sidewalks and safety walks shall be completed, before the surface is cleaned. After the drying period has ended, the concrete surface shall be cleaned by vacuum methods, to remove loose particles.

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

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

D. **Sealer Application.** The protective sealer shall be used as supplied by the Manufacturer without thinning or alteration. Equipment for sealer application shall be clean of foreign materials and approved by the Engineer before use. The sealer shall be applied by brushing, spraying or rolling, as recommended by the Manufacturer.
A minimum of two (2) coats of the sealer shall be applied to achieve uniform coverage. The total quantity of sealer applied by all coats shall be equal to the quantity required at the application rate specified in the Approved List. The second and each additional coat shall be applied perpendicular to the previous coat. Care shall be taken when applying

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

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

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

ITEM 603.67010008 - REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE END SECTION, CLASS HE III 14 INCH RISE x 23 INCH SPAN
ITEM 603.67020008 - REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE END SECTION, CLASS HE III 19 INCH RISE x 30 INCH SPAN
ITEM 603.67040008 - REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE END SECTION, CLASS HE III 24 INCH RISE x 38 INCH SPAN
ITEM 603.67050008 - REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE END SECTION, CLASS HE III 27 INCH RISE x 42 INCH SPAN
ITEM 603.67060008 - REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE END SECTION, CLASS HE III 29 INCH RISE x 45 INCH SPAN
ITEM 603.67070008 - REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE END SECTION, CLASS HE III 32 INCH RISE x 49 INCH SPAN
ITEM 603.67080008 - REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE END SECTION, CLASS HE III 34 INCH RISE x 53 INCH SPAN
ITEM 603.67090008 - REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE END SECTION, CLASS HE III 38 INCH RISE x 60 INCH SPAN
ITEM 603.67100008 - REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE END SECTION, CLASS HE III 43 INCH RISE x 68 INCH SPAN
ITEM 603.67110008 - REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE END SECTION, CLASS HE III 48 INCH RISE x 76 INCH SPAN
ITEM 603.67120008 - REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE END SECTION, CLASS HE III 53 INCH RISE x 83 INCH SPAN
ITEM 603.67130008 - REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE END SECTION, CLASS HE III 58 INCH RISE x 91 INCH SPAN
ITEM 603.67140008 - REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE END SECTION, CLASS HE III 63 INCH RISE x 98 INCH SPAN
ITEM 603.67150008 - REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE END SECTION, CLASS HE III 68 INCH RISE x 106 INCH SPAN

DESCRIPTION: This work shall consist of furnishing and installing reinforced concrete horizontal elliptical pipe end section in accordance with this specification, contract documents and appropriate standard sheets.

MATERIALS: All appropriate requirements of Section 603-2 shall apply.

CONSTRUCTION DETAILS: All requirements of Section 603-3 shall apply.

METHOD OF MEASUREMENT: Payment will be measured as each end section furnished and incorporated into the work in accordance with the plans and specifications.

BASIS OF PAYMENT: The unit price bid shall include the cost of all labor, materials and equipment necessary to complete the work as specified in the contract documents. The cost of the restraining devices and their installation, required for concrete pipe shall be included in the unit price bid for the end sections.

ITEM 603.99450005 - SUMP PUMP AND GUTTER DRAIN OUTLET TO STORM SEWER

DESCRIPTION:

This work shall consist of furnishing and installing polyvinyl chloride pipe and concrete block for drainage in accordance with this specification and in conformity with the lines, grades and sections shown in the contract documents.

MATERIALS:

The polyvinyl chloride pipe, fittings and solvent content shall conform to the requirements of 706-15, PVC Plastic Drain Pipe System.

The concrete block shall conform to the requirements of 704-04, Concrete Block (Slope Paving).

CONSTRUCTION DETAILS:

The following provisions of Section 603 – Culverts and Storm drains shall apply for the installation of the pipe:

603-3.01 Excavation. Side limits to be measured from the exterior walls.
603.3.01 A & B Laying Pipe. General & Handling and assembly of pipe.
606.3-03 Bedding and Backfilling Pipe
606.3.04A Damaged Pipe and Repair. General

METHOD OF MEASUREMENT:

This work will be measured as the number of linear feet of pipe installed. Measurements will be made along the bottom center line of the horizontal section of pipe installed. No additional measurement will be made for the riser.

BASIS OF PAYMENT:

The unit price bid per linear foot shall include the cost of furnishing all labor, materials and equipment necessary to satisfactorily complete the work, including all excavation, pipe, pipe fittings, riser, solvent cement, concrete blocks and backfilling.

ITEM 604.300XCA – RECTANGULAR DRAINAGE STRUCTURES

DESCRIPTION:

Under this item the Contractor shall supply and install precast drainage structures as called for on the design plans and in accordance with section 604 of the NYS DOT Standard Specifications dated January 1, 2016 except as noted below.

MATERIALS:

Materials used for the drainage structures shall be in accordance with section 604-2.01 of the Standard Specifications. Frame and Grates are to be included in the cost of the drainage structures and shall be supplied in accordance with the design drawings and section 655 of the NYSDOT Standard Specifications.

CONSTRUCTION DETAILS:

Construction shall be accomplished in accordance with section 604-3 of the NYSDOT Standard Specifications and as shown on the Design Drawings

METHOD OF MEASUREMENT:

Drainage structures will be measured for payment by the number of linear feet of height to the nearest tenth of a foot from the bottom of the base to the top of the masonry, including the top slab.

BASIS OF PAYMENT:

The unit price bid per linear foot shall include the cost of all labor, equipment and materials necessary to supply and install the structures, including frames, grates, bar reinforcement and wire fabric.

Payment will be made under:

Item No.	Item	Pay Unit
604.3001CA	Rectangular Drainage Structure 24"x24"	L.F.
604.3002CA	Rectangular Drainage Structure 36"x36"	L.F.
604.3003CA	Rectangular Drainage Structure 48"x36"	L.F.

ITEM 605.21010018 - PRECAST CONCRETE HEADWALLS FOR 4" LATERAL OUTLET PIPES

DESCRIPTION :

Furnish and install precast concrete headwalls at lateral outlet pipes where shown in the contract documents.

MATERIALS :

1. **Precast Headwall:** Notify the Engineer of the name and location of the precast headwall fabricator at least 30 days before the start of production. Supply precast headwalls meeting the requirements of §704-03, except as noted herein.

   Use the dimensions shown on page 2 of this specification. Proposed changes to these dimensions, other than minor changes approved by the Engineer, require submission of three complete sets of working drawings to the Engineer for review and approval.

   Mark the name or trademark of manufacturer, the date of manufacture, and the unit identification number on the units with permanent waterproof paint.

2. **Rodent Screen:** Use screens of #2 or #3 welded wire mesh, 16 gauge or heavier, made of Type 304 stainless steel wire or carbon steel wire, hot dipped galvanized in accordance with §719-01. A manufacturer's certification to these requirements will serve as the evidence of acceptability.

3. **Steel Bars:** Use 2" diameter, 24" long deformed or plain billet-steel bar meeting the requirements of ASTM A615 (such that it will fit in holes in head wall). The steel bar shall be either hot dipped galvanized in accordance with ASTM A123 or epoxy coated in accordance with 709-04. A manufacturer's certification to these requirements will serve as the evidence of acceptability.

CONSTRUCTION DETAILS :

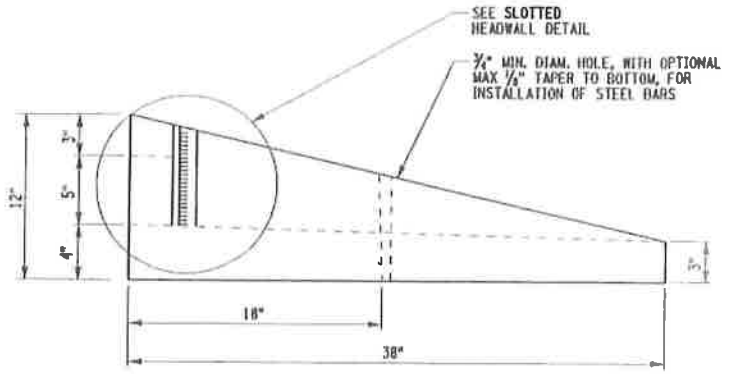
Install each headwall with a rodent screen and two steel bars as specified. Install headwalls flush with the finished slope and orient to allow the headwall apron to drain. Extend outlet pipes into the headwall fitting until flush with the installed rodent screen. Install a steel bar in each of the two holes, driven to a minimum of 2" mm and a maximum of 2" below the top surface of the headwall.

METHOD OF MEASUREMENT :

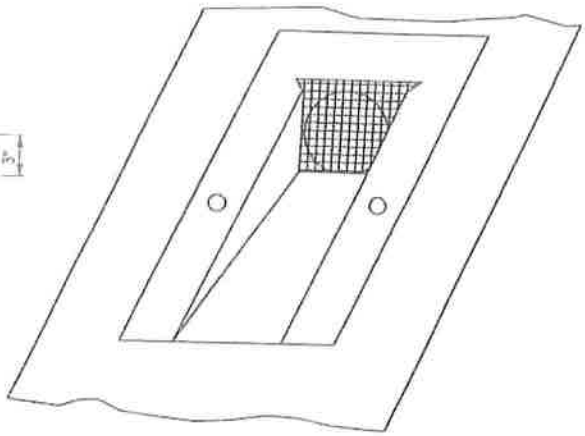
Headwalls will be measured by the number of units supplied and installed according to the contract documents.

BASIS OF PAYMENT :

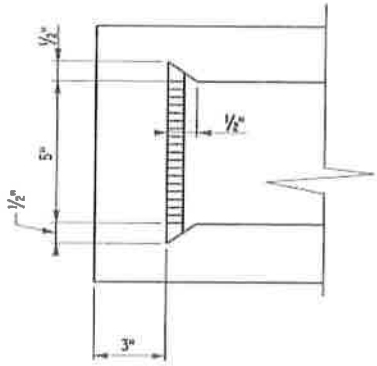
Include the cost of labor, materials and equipment required to fabricate and install the headwalls in the unit price bid per headwall. Headwalls damaged during construction shall be replaced at contractor's expense.



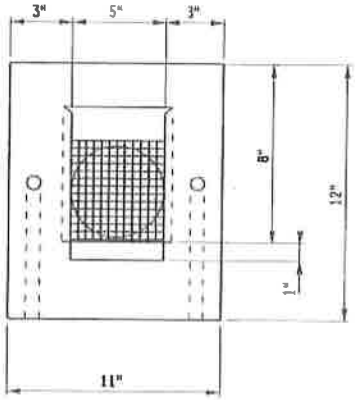
SIDE VIEW



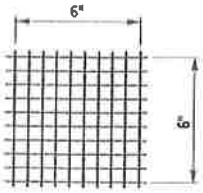
INSTALLED VIEW



SLOTTED HEADWALL DETAIL
TOP VIEW



SLOTTED HEADWALL DETAIL
FRONT VIEW



RODENT SCREEN

PRECAST CONCRETE OUTLET HEADWALL

	STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION
	U.S. CUSTOMARY SHEET
	ITEM 605.21010018 PRECAST CONCRETE HEADWALLS FOR 4" LATERAL OUTLET PIPES

ITEM 605.9810XX18 - SMOOTH INTERIOR PERFORATED CORRUGATED POLYETHYLENE UNDERDRAIN PIPE

DESCRIPTION: The work shall consist of furnishing and installing Smooth Interior Perforated Corrugated Polyethylene Underdrain Pipe for drainage in accordance with this specification, the contract plans and the Standard Sheet entitled "Installation Details For Corrugated Metal and Structural Plate Pipe and Pipe-Arches".

MATERIALS: The Smooth Interior Perforated Corrugated Polyethylene Underdrain Pipe shall conform to the requirements of Subsection 706-12, Smooth Interior Corrugated Polyethylene Pipe, of the Standard Specifications. Underdrain filter materials shall consist of screened gravel, crushed stone, crushed gravel, or crushed slag meeting the requirements of Section 605-2.02 Granular Filter Materials.

End Sections. End sections shall be galvanized steel conforming to Subsection 707-10, Galvanized Steel End Sections, of the Standard Specifications. Metal end sections used with polyethylene pipe shall be sized as follows:

PE PIPE I. D.	Pe Pipe Wall Thick. (Approx.)	O. D. (Approx.)	End Section (Metal Pipe Size)
12"	1.0"	14"	15.75"
15"	1.5"	17.8"	17.75"
18"	1.6"	21.2"	24"
24"	1.8"	27.6"	27.5"
30"	2.0"	34.2"	36"
36"	2.5"	41"	48"

CONSTRUCTION DETAILS: In addition to the construction details of '605, following shall apply.

Excavation. The requirements specified in '206, Trench, Culvert and Structure Excavation, that apply to culverts and storm drains shall govern, except as modified herein. Width of excavation at trench bottom shall be measured as the nominal outside diameter of the pipe plus 12" or as show on the plans.

Laying Pipe. All pipe shall be laid in reasonably close conformity to line and grade and shall have a full, firm and even bearing at each joint and along the entire length of pipe. Joint misalignment shall not result in offsets, in the interior smooth liner, greater than 0.25". Pipe laying shall begin at the downstream end and progress upstream or as ordered by the Engineer. Any single run of pipe, excluding end sections, shall consist wholly of the same type material unless otherwise directed by the Engineer. In a closed drainage application the upgrade end of a run need not be capped. End caps shall be used when deemed necessary by the Engineer.

Handling and Assembly of Pipe. All pipe shall be handled, stored and assembled in accordance with the Approved Materials Details except as modified on the plans or by the Engineer's written order. Two copies of Materials Details shall be provided by the supplier through the Contractor to the Engineer at least 10 days prior to shipment of the product to the job site. Joint assembly shall be made with manufactured ends. Field cuts shall be permitted only at the terminal ends and shall result in a minimum pipe length of one foot. Joint assemblies shall provide separations no greater than 0.5" between adjoining sections of pipe. Lateral connections shall be made with appropriate fittings, supplied by the pipe manufacturer and approved by the Engineer. For basin connections, installations shall be in accordance with the standard sheet entitled " Drainage Structure Details " except that the pipe end shall protrude 2" into the basin interior to provide for a 45E battered grout seal. The battered grout seal shall be applied to both interior and exterior faces of the basin.

ITEM 605.9810XX18 - SMOOTH INTERIOR PERFORATED CORRUGATED POLYETHYLENE UNDERDRAIN PIPE

Bedding and Backfilling Pipe. When using Smooth Interior Perforated Corrugated Polyethylene Underdrain pipe, the type of materials to be used in bedding and backfilling shall conform to the provisions of Section 605, Underdrains. Installation shall be in accordance with the Standard Sheet titled "Installation Details for Corrugated Metal and Structural Plate Pipe and Pipe-Arches" and as modified in this specification. The pipe after installation shall have a maximum deflection of 5% of its nominal inside diameter. The Engineer may order the Contractor to perform mandrel testing to determine the 5% specification compliance.

Damage. Pipe that is damaged or disturbed through any cause occurring prior to acceptance of the contract, shall be replaced or realigned as directed by the Engineer and at the Contractor's expense. Pipe that is defective from any cause, including damage caused by handling, will be unacceptable for installation and will be replaced as directed by the Engineer at no cost to the State. Pipe with damaged ends may be incorporated into the work at terminal locations and only if the damaged portion is totally removed by the field cut. Repair or replacement of pipe that is disturbed, damaged or misaligned shall provide the same product as a new pipe installation, as determined by the Engineer.

METHOD OF MEASUREMENT:

The provisions of '605-4 Method of Measurement shall apply.

BASIS OF PAYMENT:

End sections, Excavation, granular fill and backfill will be paid for separately under their appropriate items in '203 and '206 as applicable.

Payment will be made under:

Item 605.98101218	SMOOTH INTERIOR PERFORATED CORRUGATED POLYETHYLENE UNDERDRAIN PIPE, 12" DIAMETER
Item 605.98101518	SMOOTH INTERIOR PERFORATED CORRUGATED POLYETHYLENE UNDERDRAIN PIPE, 15" DIAMETER
Item 605.98101818	SMOOTH INTERIOR PERFORATED CORRUGATED POLYETHYLENE UNDERDRAIN PIPE, 18" DIAMETER
Item 605.98102418	SMOOTH INTERIOR PERFORATED CORRUGATED POLYETHYLENE UNDERDRAIN PIPE, 24" DIAMETER
Item 605.98103018	SMOOTH INTERIOR PERFORATED CORRUGATED POLYETHYLENE UNDERDRAIN PIPE, 30" DIAMETER
Item 605.98103618	SMOOTH INTERIOR PERFORATED CORRUGATED POLYETHYLENE UNDERDRAIN PIPE, 36" DIAMETER

ITEM 619.2701CA – RELOCATE PAPER BOXES

DESCRIPTION:

Under this item the Contractor shall relocate paper boxes as shown on the plans or as directed by the Engineer, with the written approval of the applicable private delivery company.

MATERIALS:

UNISTRUT square tubing, Telestrut, P9000 – 1-5/8" x 1-5/8" or approved equal

Galvanized bolts, washers and nuts.

CONSTRUCTION DETAILS:

The Contractor shall notify the Owner at least seven (7) days prior to each relocation and request that a representative be present at the site when the paper box is moved. Any materials in the box shall be removed by the representative before relocation begins.

The Contractor shall relocate paper boxes without causing interruptions in intended services. Any damage to the paper boxes caused by the project operations shall be repaired at the Contractor's expense as directed by the Engineer.

For temporary relocations, the paper box shall be secured to the sidewalk, concrete pad or other suitable means as directed by the Engineer to prevent tipping of the box. For final placement, the paper box shall be connected to a new Unistrut post driven into the ground as directed by the Engineer.

METHOD OF MEASUREMENT:

Payment for the relocation of paper boxes will be made on the basis of each box moved and reset to the final location. No additional payment will be made for temporary relocations that are necessary to facilitate work.

BASIS OF PAYMENT:

The unit price for each relocate d paper box shall include all equipment, materials (including unistrut post, bolts, washers and nuts) and labor necessary to complete the work

ITEM 619.2702CA – RELOCATE HOUSE NUMBER PANELS

DESCRIPTION:

Under this item the Contractor shall relocate house number panels as shown on the plans or as directed by the Engineer.

MATERIALS:

UNISTRUT square tubing, Telestrut, P9000 – 1-5/8" x 1-5/8" or approved equal

Galvanized bolts, washers and nuts.

CONSTRUCTION DETAILS:

The Contractor shall relocate house number panels on new unistrut posts to a position which allows them to be easily seen near the driveway approach. Any damage to the existing panels caused by the project operations shall be replaced at the Contractor's expense as directed by the Engineer.

For temporary relocations, the number panels shall be mounted securely to a suitable post as directed by the Engineer to prevent tipping of the sign. For final placement, the number panel shall be connected to a new Unistrut post driven into the ground as directed by the Engineer.

METHOD OF MEASUREMENT:

Payment for the relocation of house number panels will be made on the basis of each panel moved and reset to the final location. No additional payment will be made for temporary relocations that are necessary to facilitate work.

BASIS OF PAYMENT:

The unit price for each relocated house number panel shall include all equipment, materials (including unistrut post, bolts, washers and nuts) and labor necessary to complete the work

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

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

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

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

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

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

METHOD OF MEASUREMENT:

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

BASIS OF PAYMENT:

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

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

SECTION H

TECHNICAL SPECIFICATIONS

1. SPECIFICATIONS

The New York State Department of Transportation Office of Engineering Standard Specifications, Construction and Materials of January 1, 2017, including any addenda to date, are hereby incorporated, in their entirety, and made a composite part of these specifications except as herewith modified and supplemented by these specifications and subsequent documents issued by the County.

The Specifications, Plans and Contract Documents of the County shall govern over those of other agencies but where the method of work and requirements of materials are not included in the Contract Documents of the County, the New York State Department of Transportation Standard Specifications, Construction and Materials of January 1, 2017 including any addenda to date shall govern.

2. DEFINITIONS

Refer to Section D for Definitions and Terms

To avoid excessive overlapping and repetition, there are certain sections, materials and items that are referred to in other items. In these cases, it is understood that the words such as culvert and sewer; sanitary and storm; utility and sewer; manhole and catch basin; structure and culvert; gravel and granular fill or material; select and selected; bituminous and asphalt; etc., are interchangeable. In cases where references are not given and the need arises for a specification, similar sections or related items shall govern.

Whenever the words directed, required, permitted, ordered, instructed, designated, considered necessary, or where the words of like import are used, it shall be understood that the direction, requirement, permission, order, instruction, designation or prescription of the Engineer is intended; and similarly, the words approved, acceptable, satisfactory, or words of like import shall mean approved by or acceptable or satisfactory to the Engineer, unless another meaning is plainly intended. Whenever, in the description of any part of the Work to be done under this Contract, the expression as shown, as shown on the plans or the words of like import are used, it shall be understood to mean as shown on the Contract Drawings, unless another meaning is plainly intended.

SECTION I

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 bid all changes in wage rates and supplements that may be forthcoming during the time the contract is in force.

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

Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Cattaraugus County

Glenn Blake, Senior Engineer
Greenman-Pedersen, Inc.
4950 Genesee Street, Suite 100
Buffalo NY 14225

Schedule Year 2016 through 2017
Date Requested 03/30/2016
PRC# 2016003090

Location Maples Road
Project ID#
Project Type Roadway Reconstruction with bridge replacement and drainage improvements

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2016 through June 2017. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion online.

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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

Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Cattaraugus County

Glenn Blake, Senior Engineer
Greenman-Pedersen, Inc.
4950 Genesee Street, Suite 100
Buffalo NY 14225

Schedule Year 2016 through 2017
Date Requested 03/30/2016
PRC# 2016003090

Location Maples Road
Project ID#
Project Type Roadway Reconstruction with bridge replacement and drainage improvements

Notice of Contract Award

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

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

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:
[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

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

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Construction Industry
Fair Play Act

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

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

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

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

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

New York State Department of Labor
Required Notice under Article 25-B of the Labor Law

ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT

The law says that you are an employee unless:

- You are free from direction and control in performing your job AND
- You perform work that is not part of the usual work done by the business that hired you AND
- You have an independently established business

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.

Employee rights. If you are an employee:

- You are entitled to state and federal worker protections such as
  - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  - workers' compensation benefits for on-the-job injuries
  - payment for wages earned, minimum wage, and overtime (under certain conditions)
  - prevailing wages on public work projects
  - the provisions of the National Labor Relations Act and
  - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

Penalties for paying off-the-books or improperly treating employees as independent contractors:

- **Civil Penalty** — First Offense: up to $2,500 per employee. Subsequent Offense(s): up to $5,000 per employee.
- **Criminal Penalty** — First Offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing Public Work for up to one year. Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a $50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

IA 999 (09/10)

WORKER NOTIFICATION

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

Effective February 24, 2008

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

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

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A: PUBLIC WORK PROJECT

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

Chapter 629 of the Labor Laws of 2007:

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

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

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

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

Contractor Name: _____

Project Location: _____

PW 101 (4.15)

OSHA 10-hour Construction

Safety and Health Course – S1537-A

Effective July 18, 2008

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

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

Where to find OSHA 10-hour Construction Course

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

   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

   Rochester Institute of Technology OSHA Education Center
   Rochester, NY
   Donna Winter
   Fax (585) 475-6292
   e-mail: dlwtpo@rit.edu
   (866) 385-7470 Ext. 2919
   www.rit.edu/~outreach/course.php3?CourseID=54

   Atlantic OSHA Training Center
   UMDNJ School of Public Health
   Piscataway, NJ
   Janet Crooks
   Fax (732) 235-9460
   e-mail: crooksje@umdnj.edu
   (732) 235-9455
   https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~

   Atlantic OSHA Training Center
   University at Buffalo
   Buffalo, New York
   Joe Syracuse
   Fax (716) 829-2806
   e-mail:mailto:japs@buffalo.edu
   (716) 829-2125
   http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

   Keene State College
   Manchester, NH
   Leslie Singleton
   e-mail: lsingletin@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

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

   www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS Reform 2008

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

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from $50,000 to: $3 million in Bronx, Kings, New York, Queens and Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.

- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

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

To use the '4 Day / 10 Hour Work Schedule':

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

AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The '4 Day / 10 Hour Work Schedule' applies ONLY to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

(**Please note** : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30R

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

Before completing Form PW30R check to be sure ...

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown,NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply

    ****Do not write in any additional Classifications or Counties.****

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company , and the date the registration is filled out

Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 ***-OR -***
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870

Bureau of Public Work
Harriman State Office Campus
Building 12 - Room 130
Albany, New York 12240
Phone - (518) 457-5589 Fax - (518) 485-1870

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

Before completing Form PW30R check to be sure ...
There is a *Dispensation of Hours* in place on the project.
The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ...
Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240
-or-
Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location
of Project: _____ County: _____

(If you are Subcontractor)
Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 3 -7)*
**** Do not write in any additional Classifications or Counties****

Requestor Information

Name: _____

Title: _____ Date : _____

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under "Entire Counties" & "Partial Counties".

1. Albany County
2. Allegany County
3. Bronx County
4. Broome County
5. Cattaraugus County
6. Cayuga County
7. Chautauqua County
8. Chemung County
9. Chenango County
10. Clinton County
11. Columbia County
12. Cortland County
13. Delaware County
14. Dutchess County
15. Erie County
16. Essex County
17. Franklin County
18. Fulton county
19. Genesee County
20. Greene County
21. Hamilton County
22. Herkimer County
23. Jefferson County
24. Kings County (Brooklyn)
25. Lewis County
26. Livingston County
27. Madison County
28. Monroe County
29. Montgomery County
30. Nassau County
31. New York County (Manhattan)
32. Niagara County
33. Oneida County
34. Onondaga County
35. Ontario County
36. Orange County
37. Orleans County
38. Oswego County
39. Otsego County
40. Putnam County
41. Queens County
42. Rensselaer County
43. Richmond County (Staten Island)
44. Rockland County
45. Saint Lawrence County
46. Saratoga County
47. Schenectady County
48. Schoharie County
49. Schuyler County
50. Seneca County
51. Steuben County
52. Suffolk County
53. Sullivan County
54. Tioga County
55. Tompkins County
56. Ulster County
57. Warren county
58. Washington County
59. Wayne County
60. Westchester County
61. Wyoming County
62. Yates County

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Carpenter-Building	276B-All	7	2 ,5	☐
Carpenter-Building	276B-Cat	15	5	☐
Carpenter - Building	276-B--LIV	26, 28, 35, 59	61	☐
Carpenter-Building	276B-Gen	19, 32, 37	61	☐
Carpenter-Floor Layers	276B-FL-Liv	26, 28, 35, 59	61	☐
Carpenter-Heavy&Highway	276HH-All	2, 5, 7		☐
Carpenter-Heavy&Highway	276HH-Erie	15		☐
Carpenter-Heavy&Highway	276HH- Gen	19, 32, 37, 61		☐
Carpenter-Heavy&Highway	276HH-Liv	26, 28, 35, 59		☐
Carpenter-Residential	276R-All	7	2, 5	☐
Carpenter - Building	277B-Bro	4, 54		☐
Carpenter - Building	277B-CAY	6, 50, 62		☐
Carpenter - Building	277B-CS	8, 12, 49, 51, 55	2	☐
Carpenter - Building	277 JLS	23, 25, 45		☐
Carpenter - Building	277 omh	22, 27, 33		☐
Carpenter - Building	277 On	34		☐
Carpenter - Building	277 Os	38		☐
Carpenter - Building	277CDO Bldg	9, 13, 39		☐
Carpenter - Heavy&Highway	277CDO HH	9, 13, 39		☐
Carpenter - Heavy&Highway	277HH-BRO	4, 6, 8, 12, ,22, 23, 25, 27, 33, 34, 38, 45, 49, 50, 51, 54, 55, 62		☐
Carpenter - Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		☐
Carpenter - Building	291B-Cli	10, 16, 17		☐
Carpenter - Building	291B-Ham	21, 57, 58		☐
Carpenter - Building	291B-Sar	46		☐
Carpenter - Heavy&Highway	291HH-Alb	1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58		☐
Electrician	25m	30, 52		☐
Electrician-Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	☐

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	☐
Electrician	840Teledata and 840 Z1	62	6, 34, 35, 50, 59	☐
Electrician	910	10, 16, 17, 23, 25, 45		☐
Electrician Lineman	1049Line/Gas	30, 41, 52		☐
Electrician Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		☐
Electrical Lineman	1249a West	60		☐
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		☐
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		☐
Electrical Lineman	1249aWestLT	60		☐
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	☐
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		☐
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		☐
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		☐
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	☐
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		☐
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		☐
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		☐
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		☐
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		☐
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		☐
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		☐
Insulator - Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		☐
Laborers- Tunnel	157	47	18, 29, 46	☐
Laborers- Heavy & Highway	157h/h	47	18, 29, 46	☐

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborers- Heavy & Highway	1822/2h	10,16,57		☐
Laborers- Heavy & Highway	1822/2h(2)	17, 23, 25, 45		☐
Laborers- Tunnel	1822T	10, 16 57		☐
Laborers- Tunnel	1822T(2)	17, 23, 25, 45		☐
Laborers- Tunnel	35T	21, 22, 27, 33	18, 29	☐
Laborers- Tunnel	190	1, 42, 58	11, 20, 46	☐
Laborers- Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	☐
Laborers- Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	☐
Laborers- Tunnel	35T	21, 22, 27, 33	18, 29	☐
Laborers- Heavy & Highway	633hON	34		☐
Laborers- Heavy & Highway	633hOS	38		☐
Laborers- Heavy & Highway	633h Cay	6		☐
Laborers- building	633 bON	34		☐
Laborers- building	633b Cay	6		☐
Laborers- building	633bOS	38		☐
Laborers- Tunnel	633T (Cay)	6		☐
Laborers- Tunnel	633T (ON)	34		☐
Laborers- Tunnel	633T (OS)	38		☐
Laborers- Heavy & Highway	785h	12, 55	49, 54	☐
Laborers-Tunnel	785T	12, 55		☐
Laborers - Building	785(7)	4	9, 13, 54	☐
Laborers - Building	785B-CS	8, 51	49	☐
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	☐
Laborers Heavy & Highway	785(7)	4	9, 13, 54	☐
Laborer - Heavy & Highway	785HH-CS	8, 51	49	☐
Laborer - Building	621b	2, 7	5	☐
Laborer - Residential	621r	2, 7	5	☐

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason-Building	2TS.1	1, 10,11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		☐
Mason-Building	2TS.2	22, 23, 25, 33, 45	27	☐
Mason-Building	2TS.3	6, 34, 38	27	☐
Mason-Building	2b-on	34		☐
Mason-Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	☐
Mason-Building	2b.2	22, 33	25	☐
Mason-Building	2b.3	6, 34	27	☐
Mason-Building	2b.4	38		☐
Mason-Building	2b.5	23	25	☐
Mason-Building	2b.6	45		☐
Mason-Building	2b.8	10, 16, 17	57	☐
Mason-Building	2b.5	23	25	☐
Mason-Building	2b.6	45		☐
Mason-Building	2b.8	10, 16, 17	57	☐
Mason-Building	3b-Co-Z2	8, 49, 51	2	☐
Mason-Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Building-Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Building	3B-Bing-Z2	4, 9, 13, 39, 54		☐
Mason-Building	3B-Ith-Z2	12, 55		☐
				☐
				☐
				☐
				☐
				☐
				☐

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason-Building	3B-Jam-Z2	7	2, 5	☐
Mason-Building-Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	☐
Mason-Building	3B-Z3	15, 32	5	☐
Mason-Building	3B-Z3.Orleans	37		☐
Mason-Residential	3B-Z3R	15, 32	5	☐
Mason-Residential	3B-Z3R.Orleans	37		☐
Mason-Heavy Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	☐
Mason-Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Finisher	3TF-Z3	15, 32, 37	5	☐
Mason-Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Finisher	3TF-Z3R	15, 32, 37	5	☐
Mason-Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Setter Residential	3TS-Z3R	15, 32, 37	5	☐
Mason - Building/Heavy&Highway	780	3, 24, 30, 31, 41, 43, 52		☐
Operating Engineer - Heavy/Highway	137H/H	40, 60	14	☐
Operating Engineer - Heavy& Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	☐
Operating Engineer - Heavy& Highway	158-H/H	1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58		☐
Operating Engineer - Heavy& Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		☐
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		☐
Painter	150	28, 59, 62	26, 35	☐

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Painter	178 B	4, 9, 54		☐
Painter	178 E	8, 49	51	☐
Painter	178 I	12, 55		☐
Painter	178 O	13, 39		☐
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	☐
Painter	38.O		38	☐
Painter	38.W	23, 45	25	☐
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	☐
Painter	4-Jamestown		5, 7	☐
Painter	38.O		38	☐
Painter	38.W	23, 45	25	☐
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	☐
Painter	4-Jamestown		5, 7	☐
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		☐
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		☐
Teamsters-Heavy&Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	☐
Teamsters-Heavy&Highway	317bhh	6, 12, 50, 51, 55, 62	2	☐
Teamsters-Building/Heavy&Highway	456	40, 60		☐

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.state.ny.us) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3

Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Cattaraugus County General Construction

Boilermaker — 08/01/2016

JOB DESCRIPTION Boilermaker **DISTRICT** 12

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates

WAGES

Per hours:	07/01/2016	01/01/2017
Boilermaker	$ 32.25	$ 33.50

The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday; Friday may be used as a make up day.

NOTE- In order to use the '4 Day/10 Hour Work Schedule, YOU MUST submit an Employer Registration for Use of 4 Day/10 Hour Work Schedule, Form PW30R; additionally, there must be a dispensation of hours in place on project.

SUPPLEMENTAL BENEFITS

Per hour:	$ 27.99*	$ 27.99*

*NOTE: $26.00 of this amount is for every Hour "Paid"

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
1st Term 12 Months, Terms 3-8 at 6 Months

Per Hour:

1st	$ 21.96	$ 22.77
3rd	$ 23.57	$ 24.45
4th	$ 25.93	$ 26.12
5th	$ 26.80	$ 27.80
6th	$ 28.41	$ 28.47
7th	$ 29.03	$ 30.15
8th	$ 30.64	$ 31.83

Supplemental Benefits per hour:

1st to 6th	$ 26.99**
7th to 8th	$27.99***

**NOTE: $25.00 of this amount is for every Hour "Paid"

***NOTE: $26.00 of this amount is for every Hour "Paid"

12-7

Carpenter - Building — 08/01/2016

JOB DESCRIPTION Carpenter - Building **DISTRICT** 12

ENTIRE COUNTIES
Chautauqua

PARTIAL COUNTIES
Allegany: Entire county except the Township of Alfred.
Cattaraugus: Entire county except the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2016
Carpenter	$ 25.61
Floorlayer	25.61

Certified Welder	26.61
Hazardous Waste Worker	27.11
Diver-Dry Day	26.61
Dive Tender	26.61
Diver-Wet Day**	61.25

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

** Diver rate applies to all hours worked on the day of dive.

Depth pay for divers:	0' to 80'	no additional fee
	81' to 100'	additional $0.50 per foot
	101' to 150'	additional $0.75 per foot
	151' and deeper	additional $1.25 per foot
Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional $0.75 per foot
	101' and deeper	additional $1.00 per foot

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

Carpenter(s)	$ 17.74
Diver Wet	17.74
Diver Dry & Tender	17 74

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's base wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
$10.79	$10.79	$13.39	$13.39

12-276B-All

Carpenter - Building — 08/01/2016

JOB DESCRIPTION Carpenter - Building **DISTRICT** 12

ENTIRE COUNTIES
Erie

PARTIAL COUNTIES
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES
Per hour: 07/01/2016
Building:

Carpenter	$ 31.80
FloorLayer	31.80
Certified Welder	32.80
Hazardous Waste Worker	33.30
Diver-Dry Day	32.80
Diver Tender	32.80
Diver-Wet Day***	61.25

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

*** Diver rate applies to all hours worked on the day of dive.

Depth pay for divers:	0' to 80'	no additional fee
	81' to 100'	additional $0.50 per foot
	101' to 150'	additional $0.75 per foot
	151' and deeper	additional $1.25 per foot
Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional $0.75 per foot
	101' and deeper	additional $1.00 per foot

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

Carpenter(s)	$ 27.43
Diver(s)	27.43

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's base wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
$10.90	$10.90	$13.50	$13.50

12-276B-Cat

Carpenter - Building / Heavy&Highway — 08/01/2016

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES
Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES
Wages per hour:

	07/01/2016	07/01/2017 Additional	07/01/2018 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	$ 29.10	$ 1.50	$ 1.50

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS
Per hour worked plus paid holidays:

Journeyman $ 20.73

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour paid:

1st year term	$ 10.70
2nd year term	10.70
3rd year term	13.30
4th year term	13.30

2-42AtSS

Carpenter - Heavy&Highway — 08/01/2016

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 12

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua

WAGES
Per hour:

	07/01/2016
Carpenter	$ 29.10
Certified Welder	30.60
Diver-Dry Day	30.10
Diver-Wet Day**	54.10
Dive Tender	30.10
Hazardous Waste Worker	31.10
Pile Driver	33.11
Millwright	30.60
Effluent & Slurry Diver-Wet Day	81.15

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

** Diver rate applies to all hours worked on the day of the dive.

Depth pay for divers:	0' to 50'	no additional fee
	51' to 100'	additional $0.50 per foot
	101' to 150'	additional $0.75 per foot
	151' to 200'	additional $1.25 per foot
Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional $0.75 per foot
	101' to deeper	additional $1.00 per foot

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

Carpenter(s)	$ 20.73
Diver Wet	22.55
Diver Dry & Tender	22.55

Pile Driver 20.73

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
$10.70	$10.70	$13.30	$13.10

12-276HH-All

Electrician — 08/01/2016

JOB DESCRIPTION Electrician **DISTRICT** 3

ENTIRE COUNTIES
Erie

PARTIAL COUNTIES
Cattaraugus: Only the Townships of Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.
Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield,Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawanda Creek; the City limits of Batavia (in effect prior to Feb. 1, 1970) and State Highway 98 north of the City of Batavia, then north on Highway 98 to the Orleans County line.
Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Java, Orangeville, Sheldon and Wethersfield.

WAGES

Per hour:	07/01/2016	05/29/2017 Additional
Electrician*	$ 34.14	$ 1.85

* Includes teledata work

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
17.3% for work from 4:30PM - 1:00AM
31.4% for work from 12:30AM - 9:00AM
Additional $0.50/hr in shafts over 25 ft. deep and in underground tunnels over 75 ft. long.
Additional $0.75/hr for work on toothpicks, structural steel, temporary platforms, swinging scaffolds, boatswain chairs, smoke stacks or water towers 30 ft above the floor or for work on rolling scaffolds and ladders over 50 ft.
Additional $1.50/hr for Cable Splicers on such work as lead, and shielded cable and splices or terminations on cable 5KV and above.
Additional $1.00/hr for Hot work (Atomic plants).
Additional $2.00/hr for work on radio, TV, light towers and floating platforms or climbing ladders in excess of 100 ft. high.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 24.75*
* NOTE - add 3% of the posted straight time or applicable premium wage rate.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

Hour terms at the following wages:

0 to 1000	1000 to 2000	2000 to 3500	3500 to 5000	5000 to 6500	6500 to 8000
$ 12.65	$ 13.65	$ 15.35	$ 18.80	$ 23.90	$ 27.30

Supplemental benefits per hour worked:

0 to 2000 to 6500 to 8000
$ 11.86* $ 21.05* $ 24.75*
* NOTE - add 3% of the posted straight time or applicable premium wage rate.

3-41

Electrician — 08/01/2016

JOB DESCRIPTION Electrician **DISTRICT** 3

ENTIRE COUNTIES
Chautauqua

PARTIAL COUNTIES
Allegany: Only the Townships of Alma, Bolivar, Centerville, Clarksville, Cuba, Friendship, Genesee, New Hudson, Rushford, Wirt and that portion of the Townships of Amity, Angelica, Belfast, Caneadea and Scio that are west of the Genesee River.
Cattaraugus: Only the Townships of Allegany, Carrollton, Cold Spring, Conewango, Dayton, Great Valley, Hinsdale, Humphrey, Ischua, Leon, Little Valley, Napoli, Olean, Portville, Red House, Randolph, Salamanca and South Valley.

WAGES

Per hour:	07/01/2016	01/01/2017 Additional	01/01/2018 Additional
Electrician*	$ 34.50	$ 1.25	$ 1.30

* Includes teledata work.
When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
17.3% for work from 4:30PM - 1:00AM
31.4% for work from 12:30AM - 9:00AM
Additional 15% above wage for work 40' above floor, or in underground mines or tunnels or from suspension-type personnel lift equipment.

SUPPLEMENTAL BENEFITS
Per hour paid:
$ 20.37*
* NOTE - add 3% of the posted straight time or applicable premium wage rate.
* NOTE - $9.90 of this amount is paid at the same premium as the wages

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
* Double-time for all work on Saturday in excess of 10 hours.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to 1000 to 2000 to 2750 to 3500 to 4250 to 5000 to 5750 to 6600 to 7350 to 8200
40% 45% 55% 60% 65% 70% 75% 80% 85% 90%

Supplemental benefits per hour paid:

0 to 1000 to 2000 to 2750 to 3500 to 4250 to 5000 to 5750 to 6600 to 7350 to 8200
$ 8.08* $ 8.08* $ 13.72* $ 14.01* $ 16.91* $ 17.40* $ 17.90* $ 18.39* $ 18.89* $ 19.38*
* NOTE - add 3% of the posted straight time or applicable premium wage rate.

3-106

Elevator Constructor — 08/01/2016

JOB DESCRIPTION Elevator Constructor **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2016	01/01/2017
Elevator Constructor	$ 45.78	$ 46.80
Helper	32.05	32.76

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

	$ 29.99*	$ 31.59*

* Note - add 6% of regular hourly rate for all hours worked.

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st*	2nd	3rd	4th
55%	65%	70%	80%

Supplemental benefits per hour worked:

	$ 29.99**	$ 31.59**

* Note - 0-6 months of the 1st year term is paid at 50% of Journeyman's wage with no Supplemental benefits.

** Note - add 6% of regular hourly rate for all hours worked.

3-11

Glazier — 08/01/2016

JOB DESCRIPTION Glazier **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2016	05/01/17 Additional
Glazier	$ 26.25	$ 1.35
Working off Suspended Scaffold (Swing Stage)	27.25	1.35
Maintenance	12.80*	1.00

* Note - This rate to be used only for all repair and replacement work such as glass breakage, glass replacement, door repair and board ups.

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeymen Glazier	$ 19.77
Maintenance	12.54

OVERTIME PAY
See (B, E2, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE for Glazier and Glazier Apprentices.
Paid: See (5, 6) on HOLIDAY PAGE for Maintenance
Overtime: See (5, 6) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:

Glazier: 1000 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th	5th	6th	7th	8th

40%	45%	50%	55%	60%	70%	80%	90%

Supplemental benefits per hour worked:

1st & 2nd terms	$ 7.50
3rd & 4th terms	8.35
All other terms	9.25

3-660

Insulator - Heat & Frost — 08/01/2016

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

PARTIAL COUNTIES
Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield and Pembroke.

WAGES

Per Hour:	07/01/2016	05/01/2017 Additional	05/01/2018 Additional
Heat & Frost Insulator	$ 32.15	$ 1.40	$ 1.40

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 21.39

OVERTIME PAY
See (B, *E, **Q) on OVERTIME PAGE
* Note - Double time after 10 hours on Saturday.
** Note - Triple time on Labor Day if WORKED.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked:

1st and 2nd	$ 16.99
All other terms	21.39

3-4

Ironworker — 08/01/2016

JOB DESCRIPTION Ironworker **DISTRICT** 3

ENTIRE COUNTIES
Cattaraugus, Chautauqua

PARTIAL COUNTIES
Allegany: Entire county except the Towns of Birdsall, Burns and Grove.
Erie: All except the Town of Grand Island north of Whitehaven Road.
Genesee: Only the Townships of Alabama, Alexander, Darien and Pembroke
Steuben: Only the Townships of Canisteo, Freemont, Greenwood,Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg and West Union
Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle,Gainsville, Java, Orangeville, Pike, Sheldon, Warsaw and Wethersfield.

WAGES

Per hour:	07/01/2016	05/01/2017 Additional
Structural	$ 30.00	$ 1.25
Ornamental	30.00	1.25
Layout	30.00	1.25
Rodmen	30.00	1.25
Reinforcing	30.00	1.25
Welders	30.00	1.25
Riggers & Mach. Movers	30.00	1.25

Curtain Wall Erector	30.00	1.25
Window Erector	27.65	1.25
Fence Erector	28.57	1.25

SUPPLEMENTAL BENEFITS
Per hour worked:

Fence erectors	$ 24.50
All others	26.00

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
$ 16.50	$ 18.50	$ 20.50	$ 22.50

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
$ 11.06	$ 19.92	$ 21.18	$ 22.45

3-6

Laborer - Building — 08/01/2016

JOB DESCRIPTION Laborer - Building **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Chautauqua

PARTIAL COUNTIES
Cattaraugus: Entire county except the Town of Perrysburg and the Village of Gowanda.

WAGES
Per hour: 07/01/2016

Basic and Flagman	$ 23.30
Blaster, Nozzelman, Curb	24.30
and Flatwork Formsetter not	24.30
on structures, Pipelayer	24.30
Work 40 ft. and up	23.45
Hazardous Waste	24.80
Deleader & Asbestos Removal	25.30
OSHA Level C or	25.30
greater protective suit or	25.30
any anti-contamination	25.30
clothing is required	25.30
With supplied air respirator	26.30

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Saturday may be used as a make-up day at time and one half of the hourly rate.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

$ 15.25

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1000 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
70%	80%	85%	90%

Supplemental benefits per hour worked:

$ 15.25

3-621b

Laborer - Building — 08/01/2016

JOB DESCRIPTION Laborer - Building **DISTRICT** 3

ENTIRE COUNTIES
Erie

PARTIAL COUNTIES
Cattaraugus: Only the Townships of Perrysburg and the Village Gowanda.

WAGES
CLASS A: Basic, Safety Man, Flagman, Tool Room Man, Nurseryman, Demolition Worker, Top Man, Wrecker, IBC Barriers Except on Structures, Guard Rail, Asphalt Shovelers, Foundation Laborer over 8' in Depth, Hod Carriers, Plaster Tender, Plaster Scaffold Builder, Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns, Steel Burners.

CLASS B: Mortar Mixer, Asphalt Smoothers, Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns over 8' in depth.

CLASS C: Worker on any Swing Scaffold, Blaster, Plumbing Laborer, Wagon Drill Operator, Bottomman (caisson or cofferdam), Laser Setter, Asphalt Rakers, Asphalt Screed Man.

CLASS D: Stone Cutter, Curb Setter and Flag Layer.

CLASS E: Asbestos Removal, Deleader.

CLASS F: Hazardous Waste Worker.

Per hour: Building Laborer:	07/01/2016	07/01/2017 Additional	07/01/2018 Additional	07/01/2019 Additional
CLASS A	$ 26.38	$ 1.25	$ 1.25	$ 1.25
CLASS B	26.55	1.25	1.25	1.25
CLASS C	26.66	1.25	1.25	1.25
CLASS D	27.13	1.25	1.25	1.25
CLASS E	27.88	1.25	1.25	1.25
CLASS F	28.38	1.25	1.25	1.25

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 23.65

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (22) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to 500	to 1000	to 1500	to 2000	to 2500	to 3000	to 4000
55%	60%	65%	70%	75%	80%	90%

Supplemental benefits per hour worked:

$ 23.65

3-210b

Laborer - Heavy&Highway — 08/01/2016

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Cattaraugus

PARTIAL COUNTIES
Chautauqua: Only the Townships of Busti, Carroll, Chautauqua, Clymer, Ellery, Ellicott, Ellington, French Creek, Gerry, Harmony, Kiantone, Mina, North Harmony, Poland, Sherman, Stockton and the City of Jamestown.

WAGES
GROUP A: Basic, Drill Helper, Flagman, Outboard and Hand Boats. Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steel Mesh, Small Generators for Laborers' Tools, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operator (2" and Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer, Grade Checker.

GROUP B: All Rock or Drilling Machine Operators (Except Quarry Master and Similar Type), Acetylene Torch Operators and Powderman. Blasters, Curb and Flatwork Formsetters not on structures, Stone or Granite Curb Setters, Designated Asphalt Rakers (not on cold patch), Tail or Screw Operator on Asphalt Paver.

Per hour:	07/01/2016	07/01/2017 Additional	07/01/2018 Additional
GROUP A	$ 26.54	$ 1.30	$ 1.30
GROUP B	26.94	1.30	1.30
Hazardous Waste	28.04	1.30	1.30

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 19.35

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

1000 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
70%	80%	85%	90%

Supplemental benefits per hour worked:

$ 19.35

3-621h Zone 1

Lineman Electrician — 08/01/2016

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

	07/01/2016
Lineman, Technician	$ 47.95
Crane, Crawler Backhoe	47.95

Welder, Cable Splicer	47.95
Digging Machine Operator	43.16
Tractor Trailer Driver	40.76
Groundman, Truck Driver	38.36
Equipment Mechanic	38.36
Flagman	28.77

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	$ 47.95
Crane, Crawler Backhoe	47.95
Cable Splicer	52.75
Cert. Welder-Pipe Type Cable	50.35
Digging Machine Operator	43.16
Tractor Trailer Driver	40.76
Groundman, Truck Driver	38.36
Equipment Mechanic	38.36
Flagman	28.77

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Technician, Welder	$ 49.27
Crane, Crawler Backhoe	49.27
Cable Splicer	54.20
Cert. Welder-Pipe Type Cable	51.73
Digging Machine Operator	44.34
Tractor Trailer Driver	41.88
Groundman, Truck Driver	39.42
Equipment Mechanic	39.42
Flagman	29.56

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Technician, Welder	$ 50.46
Crane, Crawler Backhoe	50.46
Cable Splicer	50.46
Digging Machine Operator	45.41
Tractor Trailer Driver	42.89
Groundman, Truck Driver	40.37
Equipment Mechanic	40.37
Flagman	30.28

Additional $1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. *Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked (but also required on non-worked holidays):

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

Journeyman	$ 21.75 *plus 7.25% of hourly wage

*The 7.25% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY
See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES
WAGES: 1000 hour terms at the following percentage of the Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

Lineman Electrician - Teledata — 08/01/2016

JOB DESCRIPTION Lineman Electrician - Teledata **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour:

FOR OUTSIDE WORK.

	07/01/2016	01/01/2017
Cable Splicer	$ 30.29	$ 30.90
Installer, Repairman	28.75	29.33
Teledata Lineman	28.75	29.33
Technician, Equipment Operator	28.75	29.33
Groundman	15.25	15.56

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 4.43 *plus 3% of wage paid	$ 4.43 *plus 3% of wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting — 08/01/2016

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chain saws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/groundman truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

(Ref #14.01.01)

Per hour:

	07/01/2016
Lineman, Technician	$ 41.65
Crane, Crawler Backhoe	41.65
Certified Welder	43.73
Digging Machine	37.49
Tractor Trailer Driver	35.40
Groundman, Truck Driver	33.32
Equipment Mechanic	33.32
Flagman	24.99

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked (but also required on non-worked holidays):

Journeyman	$ 21.75 *plus 7.25% of hourly wage

*The 7.25% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction

HOLIDAY
Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES
WAGES: Per hour. 1000 hour terms.

1st	2nd	3rd	4th	5th	6th	7th
$ 24.99	$ 27.07	$ 29.16	$ 31.24	$ 33.32	$ 35.40	$ 37.49

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer — 08/01/2016

JOB DESCRIPTION Lineman Electrician - Tree Trimmer **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Per hour:

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

	07/01/2016	01/01/2017
Tree Trimmer	$ 23.37	$ 23.95
Equipment Operator	20.61	21.13
Equipment Mechanic	20.61	21.13
Truck Driver	17.26	17.52
Groundman	14.15	14.36
Flag person	10.08	10.23

SUPPLEMENTAL BENEFITS
Per hour worked (but also required on non-worked holidays):

Journeyman	$ 9.56 *plus 3% of hourly wage	$ 9.98 *plus 3% of hourly wage

* The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.
All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building — 08/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 5

ENTIRE COUNTIES
Chautauqua

PARTIAL COUNTIES
Allegany: Entire county except the Townships of Alfred, Almond, Andover and Burns.
Cattaraugus: Entire county except the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2016
Building:	
Bricklayer	$ 31.30
Cement Mason	31.30
Plasterer	31.30
Stone Mason	31.30
Tuck Pointer	31.30

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 18.65

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
55%	70%	80%	90%

Supplemental benefits per hour worked:

All terms	$ 18.65

5-3B - Jam - Z2

Mason - Building — 08/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 5

ENTIRE COUNTIES
Erie, Niagara

PARTIAL COUNTIES
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per Hour:	07/01/2016
Building:	
Bricklayer	$ 31.05
Stone Mason	31.05
Tuck Pointer	31.05

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 24.53

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
$ 17.90	$ 18.07	$ 21.34	$ 25.23

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
$ 9.82	$ 16.61	$ 18.25	$ 19.87

5-3B-Z3

Mason - Building — 08/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 3

ENTIRE COUNTIES
Erie, Niagara

PARTIAL COUNTIES
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES
Per hour: 07/01/2016
Plasterer $ 28.65
Additional $2.00/hr for work on swing stage over 20 feet.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 18.49

OVERTIME PAY
Exterior work only See (B, E, E2, Q) on OVERTIME PAGE.
All other work See (B, E, Q) on OVERTIME PAGE.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

Hour terms at the following dollar amounts:

0 to 1000	to 2000	to 3000	to 4000	to 4700	to 5400	to 6000	to 7000	to 8000
$ 12.00	$ 14.00	$ 15.00	$ 16.00	$ 17.00	$ 18.00	$ 19.00	$ 20.00	$ 21.00

Supplemental benefits per hour worked:

Hour terms at the following dollar amounts:

0 to 4000	to 4700	to 5400	to 6000	to 8000
$ 2.50	$ 3.50	$ 4.50	$ 5.50	$ 7.50

3-9-Pltr

Mason - Building / Heavy&Highway — 08/01/2016

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 3

ENTIRE COUNTIES
Erie

PARTIAL COUNTIES
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2016	07/01/2017 Additional	07/01/2018 Additional
Cement Mason	$ 30.00	$ 1.75	$ 1.00

Additional $0.25 per hr for Swing scaffold or exterior scaffold 42' or higher.
Additional $1.00 per hr when required to wear respirator.

SUPPLEMENTAL BENEFITS
Per hour paid:
$ 27.92

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following dollar amounts:

1st	2nd	3rd	4th	5th	6th
$ 13.65	$ 14.65	$ 17.65	$ 19.65	$ 21.65	$ 23.65

Supplemental benefits per hour paid:

1st	2nd	3rd	4th	5th	6th
$ 7.33	$ 10.15	$ 11.96	$ 15.08	$ 17.34	$ 20.61

3-111Erie

Mason - Heavy&Highway — 08/01/2016

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 5

ENTIRE COUNTIES
Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

PARTIAL COUNTIES
Cattaraugus: Enitre county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.
Erie: Only the Bricklayer classification applies.
Niagara: Only the Bricklayer classification applies.

WAGES

Per hour:	07/01/2016
Heavy & Highway:	
Cement Mason	$30.39
Bricklayer	30.39

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman $ 20.37

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

1500 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour worked:

1st term	$ 13.42
2nd - 4th term	20.37

5-3h

Mason - Tile Finisher — 08/01/2016

JOB DESCRIPTION Mason - Tile Finisher **DISTRICT** 5

ENTIRE COUNTIES
Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES
Cattaraugus: With the exception of the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2016
Building:	
Marble, Slate, Terrazzo	$ 26.20
and Tile Finisher	26.20

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked: $ 16.15

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

1st and 2nd term 1200 hours and 3rd term 1300 hours at the following percentage of Journeyman's rate:

1st	2nd	3rd
55%	60%	80%

Supplemental benefits per hour worked:

1st	2nd	3rd
$ 10.68	$ 10.75	$ 14.27

5-3TF - Z2

Mason - Tile Finisher — 08/01/2016

JOB DESCRIPTION Mason - Tile Finisher **DISTRICT** 5

ENTIRE COUNTIES
Erie, Niagara, Orleans

PARTIAL COUNTIES
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2016
Building:	
Marble, Slate, Terrazzo	$ 29.08
and Tile Finisher	29.08

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked: $ 15.60

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

1200 hours 1st and 2nd term and 1300 hours 3rd term at the following wage:

1st	2nd	3rd
$ 15.21	$ 17.81	$ 23.84

Supplemental benefits per hour worked:

1st	2nd	3rd
$ 7.06	$ 8.94	$ 11.87

5-3TF - Z3

Mason - Tile Setter — 08/01/2016

JOB DESCRIPTION Mason - Tile Setter **DISTRICT** 5

ENTIRE COUNTIES
Erie, Niagara, Orleans

PARTIAL COUNTIES
Cattaraugus: Only in the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2016
Building:	
Marble, Slate, Terrazzo	$ 31.40
and Tile Setter	31.40

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked: $ 23.68

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
$ 17.58	$ 17.96	$ 21.19	$ 25.28

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
$ 9.89	$ 16.41	$ 18.04	$ 19.42

5-3TS - Z3

Mason - Tile Setter — 08/01/2016

JOB DESCRIPTION Mason - Tile Setter **DISTRICT** 5

ENTIRE COUNTIES
Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES
Cattaraugus: With the exception of the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2016
Building:	
Marble, Slate, Terrazzo	$ 28.91
and Tile Setter	28.91

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 18.69

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Joureyman's wage:

1st	2nd	3rd	4th
55%	70%	80%	90%

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
$ 11.19	$ 11.32	$ 18.51	$ 18.60

5-3TS - Z2

Millwright **08/01/2016**

JOB DESCRIPTION Millwright **DISTRICT** 7

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Herkimer, Madison, Oneida, Seneca, Tioga, Yates

WAGES

Per Hour	07/01/2016	07/01/2017
Building:		Additional
Millwright	$ 26.60	$ 1.40
Certified welder	27.85	1.40
Hazardous	27.85	1.40
Machinist	27.85	1.40

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 19.03

OVERTIME PAY
See (B, E, *E2, Q) on OVERTIME PAGE
*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: (1) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour worked:

Appr. 1st year	$ 9.40
Appr. 2nd year	16.15
Appr. 3rd year	17.10
Appr. 4th year	18.07

7-1163 Zone 2

Operating Engineer - Building — 08/01/2016

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 12

ENTIRE COUNTIES
Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES
Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES
CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-Alls, Archer Hoist, Asphalt Curb and Gutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe, Backhoe and Pullhoe (tractor mounted, rubber tired), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (Pipe), Bituminous Spreader and Mixer, Blacktop Plants (Automated and Non-automated), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck (excluding pick-up and delivery), Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all concrete batching plants), Cherry Picker, Concrete Cleaning Decontamination Machine Operator, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Cutters (Vermeer or Similar Type), Concrete Mixer (over 1/2 cu yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Conveyor, Core Drill, Crane, Crusher, Decon of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Generator (10 outlets or more), Gradall, Grader, Grout or Gunite Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Helicopter (when used for hoisting), Hoist (one drum), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self-propelled), Hydraulic Pipe Jack Machine (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Hydro Crane, Hydro Hammer (or similar type), Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type loaders), Laser Screed, Locomotive, Lubrication Truck, Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self-propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Multiple Drum Hoist (more than one drum in use), Overhead Crane, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master or equivalent, Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (pipe), Rotomill, Scissors Trucks, Lift, or Boom Lift of any type (when used for hoisting), Scoopmobile, Shovel, SideBoom, Skidsteer/Bobcat (Similar Type), Skimmer, Slip Form Paver (CMI or similar type), Snorkel/Vacuum Truck, Strato-Tower, Stump Chipping Machine, Tire Truck and Drivers performing tire repair (exclude outside vendor), Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractor (when using winch power), Tractors, Trencher, Truck Crane, Truck Mechanic and Helper (exclude Teamsters when repairing their own trucks), Tunnel Shovel, Tube Finisher (CMI and similar type), Ultra High Pressure Waterjet Cutting Tool System Operator/Mechanic, Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, Boiler (used in conjunction with production), CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors (any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines - four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Form Trucks (excluding Teamster or delivery), Fuel Truck or Drivers (exclude Teamster or delivery), Heaters, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps, Revinius Widener, Steam Boilers (if manning or license by local law is required), Steam Cleaner (when used for cleaning equipment on the job site), Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building:

Per hour:	07/01/2016
Master Mechanic	$ 37.56
Asst.Master Mechanic	36.92
Crane(boom over 100ft)	37.24
" (boom over 200ft)	37.49
" (boom over 300ft)	37.99
CLASS A	36.49

CLASS B 31.99
Additional $1.00 per hour for tunnel work.
Additional $2.50 per hour for CHEMICAL, HAZARDOUS OR TOXIC WASTE projects.
Additional $3.00 per hour for all lattice boom cranes and any hydraulic crane over 60 ton capacity.

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyman $ 29.14*

*Note: Overtime rate is $39.83 per hour

OVERTIME PAY
See (B, E, Q, W) on OVERTIME PAGE
Note: Code W* Excludes a portion of the package at overtime rate, equaling to $39.83 and $39.44(Apprentices)for supplemental benefit.

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

New Apprentices, after date of signing, receive the follow wage rates:
First Year: 87.5% of wage rate for the job being performed
Second Year: 90% of wage rate for the job being performed
Third Year: 92.5% of wage rate for the job being performed
Fourth Year: 95% of wage rate for the job being performed

Supplemental benefits Per Hour:

Apprentice Engineers $ 28.74*

*Note: Overtime rate is $39.44 per hour.

12-17b

Operating Engineer - Heavy&Highway — 08/01/2016

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 12

ENTIRE COUNTIES
Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES
Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES
CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-Alls, Asphalt Curb and Cutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe (all), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (pipe), Bituminous Spreader and Mixer, Blacktop Plant (all), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck, Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all Concrete Batching Plants), Cherry Picker, Concrete Cleaning Decontamination Machine, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Mixer (over 1/2 cu. yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Concrete Saw (self propelled), Conveyor, Convoying Vehicles Convoying Engineer's Equipment, Core Drill, Crane, Crusher, Decontamination of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Gradall, Grader, Grout or Gunite Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Hoist (all types), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self propelled), Hydraulic Pipe Jack Machine, (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type Loaders), Laser Screed, Locomotive, Log Skidder (similar type), Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Overhead Crane, Parts Chasing, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Post Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master (or equivalent), Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (Pipe), Rotomill, Scoopmobile, Shovel, Side Boom, Skidsteer/Bobcat (similar type), Skimmer, Slip Form Paver (CMI or similar, first and second operator), Snorkel/Vacuum Truck, Strato-Tower, Tire Truck & Repair, Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractors (when using winch power), Trencher, Truck Crane, Tug Boats, Tunnel Shovel, Tube Finisher (CMI and similar), Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Waterjet Cutting Tool System Operator/Mechanic (Ultra High Pressure), Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors: any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines (four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Fuel Truck, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps (4" or over), Revinius Widener, Steam Cleaner, Stump Chipping Machine, Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building Site, Heavy/Highway, Sewer/Water, Tunnel:

Per hour:	07/01/2016	07/01/2017
Master Mechanic	$ 37.56	$ 39.20
Asst.Master Mechanic	36.92	38.56
Crane(boom over 100ft)	37.24	38.88
" (boom over 200ft)	37.49	39.13
" (boom over 300ft)	37.99	39.63
CLASS A	36.49	38.13
CLASS B	31.99	33.63

Additional $1.00 per hour for tunnel work
Additional $2.50 per hour for CHEMICAL, HAZARDOUS OR TOXIC WASTE projects.
Additional $3.00 per hour for all lattice boom cranes and any hydraulic crane over 60 ton capacity.
For work bid after 07/01/2014 an additional $3.00 per hour when shift work is mandated either in the job specifications or by the contracting agency.

SUPPLEMENTAL BENEFITS
Per hour:

Journeymen	$ 28.94	$ 28.94

*Note: Overtime rate is $39.64 per hour.

OVERTIME PAY
See (B, E, Q, W) on OVERTIME PAGE
Note: Code W* Excludes a portion of package at the overtime rate, equaling package to $ 39.64 and $ 39.14(Apprentices) for supplements.

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

Apprentices at 1 year terms

1st Term	$27.99	$29.42
2nd Term	28.79	30.26
3rd Term	29.59	31.10
4th Term	30.39	31.94

Supplemental Benifits

All Terms	$28.54	$28.54

Note: Overtime rate is $ 39.14 per hour.

12-17 hh/sw/t

Operating Engineer - Marine Dredging — 08/01/2016

JOB DESCRIPTION Operating Engineer - Marine Dredging **DISTRICT** 4

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per Hour:
DREDGING OPERATIONS 07/01/2016
CLASS A

Operator, Leverman, Lead Dredgeman	$ 35.63
CLASS A1 Dozer,Front Loader Operator	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
CLASS B Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	$ 30.81
Certified Welder, Boat Operator(licensed)	$ 29.01
CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	$ 28.22
Welder (please add)	$ 0.06
Boat Operator	$ 27.30
CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	$ 22.68
Oiler(please add)	$ 0.09

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2016
All Classes A & B	$ 9.99 plus 8% of straight time wage, Overtime hours add $ 0.63
All Class C	$ 9.69 plus 8% of straight time wage, Overtime hours add $ 0.48
All Class D	$ 9.39 plus 8% of straight time wage, Overtime hours add $ 0.33

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew **08/01/2016**

JOB DESCRIPTION Operating Engineer - Survey Crew **DISTRICT** 12

ENTIRE COUNTIES
Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES
These rates apply to Building and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

	07/01/2016
Party Chief	$ 38.09
Instrument Person	35.95
Rod Person	25.63

Additional $3.00 per hr. for work in a Tunnel.
Additional $2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 24.10

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES:1000 hour terms for at percentage of Wage:

	07/01/2016
0-1000 Hrs	60%
1001-2000 Hrs	70%
2001-3000 Hrs	80%

SUPPLEMENTAL BENEFITS per hour worked:

0-1000 Hrs	$15.33
1001-2000 Hrs	$17.89
2001-3000 Hrs	$20.45

12-17D Sur

Operating Engineer - Survey Crew - Consulting Engineer — 08/01/2016

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 12

ENTIRE COUNTIES
Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES
Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES
These rates apply to feasibility and preliminary design surveying, line of grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2016

Party Chief	$ 38.09
Instrument Person	35.95
Rod Person	25.63

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 24.10

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

	07/01/2016
0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFITS per hour worked:

0-1000	$15.33
1001-2000	$17.89
2001-3000	$20.45

12-17D Con Eng

Painter — 08/01/2016

JOB DESCRIPTION Painter **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

PARTIAL COUNTIES
Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.
Chautauqua: Only the Townships of Awkright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.
Livingston: Only the Townships of North Dansville, Nunda, Ossian,Portage, Sparta, Spring Water and West Sparta.
Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville,Fremont, Greenwood, Hartsville, Hornellsville, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, Tuscarora, Urbana, Wayland, Wayne, Woodhull, West Union, Wheeler, and the City of Hornell.

WAGES

Per hour:	07/01/2016
Basic Rate (Brush & Roll)	$ 25.95
Spray painting, wallcovering	26.20
Abrasive and hydroblasting	26.20
Taping/DryWall Finisher	26.45
Skeleton Steel*	26.70

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks, cranes and the abatement of coatings with lead, asbestos and/or arsenic, etc. All work within the confines of a plant shall be paid the skeleton steel rate (except in-plant tank work (see Tank Rate)).

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

$ 22.84

OVERTIME PAY
Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.
All other work See (B, F*, R) on OVERTIME PAGE.
* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

Painter/Decorator: 750 hour terms at the following percentage of Journeyman's Basic wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	90%

Taper/Drywall Finisher: 750 hour terms at the following percentage of Journeyman's Taper wage:

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

Painter/Decorator and Taper/Drywall Finisher:	
1st & 2nd terms	$ 2.27
3rd & 4th terms	5.27
All other terms	6.27

3-4-Buf, Nia, Olean

Painter — 08/01/2016

JOB DESCRIPTION Painter **DISTRICT** 3

ENTIRE COUNTIES

PARTIAL COUNTIES
Cattaraugus: Only the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.
Chautauqua: Only the Townships of Busti, Carroll, Charlotte, Chautauqua, Cherry Creek, Clymer, Ellery, Ellicott, Ellington, French Creek, Gerry, Harmony, Kiantone, Mina, North Harmony, Poland, Ripley, Sherman, Stockton, Westfield and the City of Jamestown.

WAGES

Per hour:	07/01/2016
Brush & Roller, taping,	$ 25.65
wallcovering, swing & bosun	25.65
under 3 stories or under 35 ft	25.65
Swing & bosun over 3 stories or	25.90
over 35 feet, steel painting	25.90
All spraying, steam cleaning &	26.30
sandblasting, all toxic coating	26.30
Stacks	26.95

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

$ 15.68

OVERTIME PAY
Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.
All other work See (B, F*, R) on OVERTIME PAGE.
* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

Painter/Decorator: 750 hour terms at the following percentage of Journeyman's Basic wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	90%

Taper/Drywall Finisher: 750 hour terms at the following percentage of Journeyman's Taper wage:

1st	2nd	3rd	4th	5th	6th

50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

Painter/Decorator and Taper/Drywall Finisher:

1st & 2nd terms	$ 2.27
3rd & 4th terms	5.27
All other terms	6.27

3-4-Jamestown

Painter — 08/01/2016

JOB DESCRIPTION Painter **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2016	05/01/2017 Additional	05/01/2018 Additional
Bridge*	$ 38.00	$ 1.25	$ 1.25
Tunnel*	38.00	1.25	1.25
Tank*	36.00	1.25	1.25

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

* Note an additional $1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 25.65

OVERTIME PAY
Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.
All other work See (B, F*, R) on OVERTIME PAGE.
*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following percentage of Journeyman's wage rate:

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

1st & 2nd terms	$ 5.30
3rd & 4th terms	5.30
5th & 6th terms	6.30

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher — 08/01/2016

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2016	06/01/2017
Metal Polisher	$ 28.88	$ 29.73
Metal Polisher**	29.83	30.68
Metal Poilsher***	32.38	33.23

**Note: Applies on New Construction & complete renovation
*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2016	06/01/2017
Journeyworker:		
All classification	$ 9.26	$ 9.41

OVERTIME PAY
See (B, E, E2, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2016
1st year	$ 11.75
2nd year	13.00
3rd year	15.75

Supplentals benefits:
Per hour paid:

1st year	$ 6.26
2nd year	6.37
3rd year	6.51

8-8A/28A-MP

Plumber **08/01/2016**

JOB DESCRIPTION Plumber **DISTRICT** 3

ENTIRE COUNTIES

PARTIAL COUNTIES
Allegany: Only the Townships of Alma, Amity, Bolivar, Clarksville, Cuba, Friendship, Genesee, Wirt and that portion of Scio which lies west of Rt. 19.
Cattaraugus: Only the Townships of Allegany, Carrollton, Conewango, Cold Spring, Great Valley, Hinsdale, Humphrey, Ischua, Little Valley, Napoli, Olean, Portville, Randolph, Red House, Salamanca, South Valley, the City of Dunkirk, the City of Olean, the City of Salamanca, the Village of Fredonia, and the Allegany Indian Reservation.
Chautauqua: Only the Townships of Busti, Carroll, Chautauqua, Clymer, Ellery, Ellicott, Ellington, French Creek, Gerry, Harmony, Kiantone, Mina, North Harmony, Poland, Sherman, and the City of Jamestown.

WAGES

Per hour:	07/01/2016	05/01/2017 Additional	04/30/2018 Additional
Plumber	$ 31.46*	$ 1.45	$ 1.45
Steamfitter	31.46*	1.45	1.45

*Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 23.51*
* Note - $2.76 of this amount must be paid at the same premium as the wage.

OVERTIME PAY
See (*B, **E, Q) on OVERTIME PAGE
* Double time after 11 hours per day on Weekdays.

** Double time after 10 hours per day on Saturday.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th	5th
45%*	55%*	65%*	75%*	90%*

*Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

Supplemental benefits per hour worked:

$ 19.32*
* Note - $2.76 of this amount must be paid at the same premium as the wage.

3-22-Southern

Plumber — 08/01/2016

JOB DESCRIPTION Plumber **DISTRICT** 3

ENTIRE COUNTIES
Erie, Niagara, Wyoming

PARTIAL COUNTIES
Allegany: Only the Townships of Allen, Angelica, Belfast, Caneadea, Centerville, Granger, Hume, New Hudson and Rushford
Cattaraugus: Only the Townships of Ashford, Dayton, East Otto, Ellicottville, Farmersville, Franklinville, Freedom, Leon, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.
Chautauqua: Only the Townships of Arkwright, Charlotte, Cherry Creek, Hanover, Pomfret, Portland, Ripley, Sheridan, Stockton, Villenova, Westfield, City of Dunkirk and Village of Fredonia.
Genesee: Only the Townships of Alabama, Alexander, Batavia, Darien, Elba, Oakfield, Pembroke and the City of Batavia.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES

Per hour:	07/01/2016	05/01/2017 Additional	04/30/2018 Additional
Plumber	$ 33.55*	$ 1.45	$ 1.45
Steamfitter	33.55*	1.45	1.45

*Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

SUPPLEMENTAL BENEFITS
Per hour worked:

$ 23.51*
* Note - $2.76 of this amount must be paid at the same premium as the wage.

OVERTIME PAY
See (*B, **E, Q) on OVERTIME PAGE
* Double time after 11 hours per day on Weekdays.
** Double time after 10 hours per day on Saturday.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th	5th
45%*	55%*	65%*	75%*	90%*

*Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

Supplemental benefits per hour worked:

$ 19.32*
* Note - $2.76 of this amount must be paid at the same premium as the wage.

3-22-Buffalo, Niagara

Roofer — 08/01/2016

JOB DESCRIPTION Roofer **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua

WAGES

Per hour:	07/01/2016
Roofer	$ 29.02
Waterproofer	29.02

Asbestos Removal with respirator or protective suit add $1.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 12.68

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th	5th	6th
50%	50%	60%	70%	80%	90%

Supplemental benefits per hour paid:

1st & 2nd terms	$ 0.42
All other terms	12.68

3-210

Sheetmetal Worker — 08/01/2016

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 3

ENTIRE COUNTIES
Cattaraugus, Chautauqua

WAGES

Per hour:	07/01/2016	07/01/2017 Additional	07/01/2018 Additional
Sheet Metal Worker	$ 26.48	$ 0.90	$ 0.70

The following premiums apply when shift work is mandated in the job specification or by the contracting agency:
15% when the majority of the hours are worked between the hours of 3:30PM - 1:00AM
20% when the majority of the hours are worked between the hours of 11:00PM - 9:00AM

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 22.39

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

1000 hour year terms:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 13.00	$ 13.50	$ 14.50	$ 15.50	$ 16.50	$ 17.50	$ 18.55	$ 20.00

Supplemental Benefits

	07/01/2016
1st term	$ 11.46

2nd term	12.10
3rd term	14.08
4th term	14.85
5th term	15.63
6th term	16.40
7th term	17.17
8th term	17.95

3-112-Jamestown

Sprinkler Fitter — 08/01/2016

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Washington, Wayne, Wyoming, Yates

WAGES

Per hour	07/01/2016
Sprinkler Fitter	$ 31.66

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 21.02

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
Wages per hour

For Apprentices HIRED PRIOR TO 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
50%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.15	$ 8.15	$ 15.12	$ 15.12	$21.02	$21.02	$21.02	$21.02	$21.02	$21.02

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.56	$ 8.60	$ 15.37	$ 15.41	$ 15.96	$ 16.00	$ 16.05	$ 16.09	$ 16.14	$ 16.18

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 7.90	$ 7.90	$ 15.12	$ 15.12	$ 15.37	$ 15.37	$ 15.37	$ 15.37	$ 15.37	$ 15.37

1-669

Teamster - Building / Heavy&Highway — 08/01/2016

JOB DESCRIPTION Teamster - Building / Heavy&Highway **DISTRICT** 3

ENTIRE COUNTIES
Cattaraugus, Chautauqua

PARTIAL COUNTIES
Allegany: Entire county except the Townships of Alfred, Almond, Burns and West Almond.

WAGES
GROUP 1: Warehousemen, Yardmen, Truck Helpers, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers, Tandems and Batch Trucks, Mechanics, Dispatcher, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP 2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading and self-contained concrete mobile unit, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading, Water Tanks, Sprinkler Trucks and Winch Trucks.

Per hour:	07/01/2016	04/01/2017
GROUP 1	$ 35.13	$ 36.38
GROUP 2	35.13	36.38

SUPPLEMENTAL BENEFITS
Per hour paid:

	$ 13.21	$ 13.66

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

3-264

Welder — 08/01/2016

JOB DESCRIPTION Welder **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour	07/01/2016
Welder:	To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays, if worked

(S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.

(T) Triple the hourly rate for Holidays, if worked

(U) Four times the hourly rate for Holidays, if worked

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( ) Fax: ( )
E-Mail:

2. NY State Units (see Item 5)

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 10 Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ check if new or change)
Name and complete address:

Telephone:( ) Fax: ( )
E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

- ☐ New Schedule of Wages and Supplements.
  APPROXIMATE BID DATE :
- ☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:
Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

PW-39 (04.11)

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

https://dbr.labor.state.ny.us/EDList/searchPage.do

NYSDOL Bureau of Public Work Debarment List 07/19/2016

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	DOL	*****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC	*****4486	ABBEY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		ADESUWA UWUIGBE		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****6367	ADVANCED METALS		387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL	*****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		ANDREW DIPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL	*****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	*****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020

NYSDOL Bureau of Public Work Debarment List 07/19/2016

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DOL	DOL	*****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	*****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	DOL	*****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	*****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10606	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	*****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISKO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY"2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017

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DOL	DOL	*****6745	CATSKILL FENCE INSTALLATIONS INC		5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	NYC	*****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****2703	CONKLIN'S TECH-MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	NYC	*****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROADAUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL	*****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017

NYSDOL Bureau of Public Work Debarment List 07/19/2016

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DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC	*****8234	DEWATERS PLUMBING AND HEATING LLC		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****8011	ECOA CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC	*****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018

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DOL	DOL		ESTEVES & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVES & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTION	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL	*****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTING INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTION & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAYALBANY NY 12205	03/21/2014	03/21/2019
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019

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DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL	*****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		GUS PAPASTEFANOU		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	NYC	*****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	AG	*****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL	*****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETSYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	AG	*****0000	J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL	*****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019

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DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	NYC		JERRY DEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018

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DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUENEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAVERN GLAVE		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	*****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	*****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTIN G CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2013	01/23/2019
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	NYC	*****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	NYC	*****3141	MACKEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998

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DOL	DOL		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	*****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	NYC	*****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	*****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/01/2009	05/01/2017
DOL	DOL	*****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISKO NY 10549	12/04/2000	05/04/2017
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL	*****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTION	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018

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DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL		NIKOLAS PSAREAS		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL	*****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017

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DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REGINALD WARREN		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISSONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREETTHORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL	*****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017

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DOL	NYC	*****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	NYC	*****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWATLANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL	*****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018

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DOL	DOL	*****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	*****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC	*****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	*****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL	*****5213	TRIAD PAINTING CO INC		050 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2010
DOL	DOL		TROY D CLARKE	ADVANCED METALS	387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020

SECTION J

SUPPLEMENTAL INFORMATION

SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

The following information is available at the Office having jurisdiction for this project, as identified in the advertisement for bids, for inspection and review prior to the letting date. It is mutually understood that this data is independent information the County has assembled and the bidder shall assume the risk of its accuracy and that the information is not prepared or used as part of the contract plans and that Article 3 of the NYSDOT Standard Specifications will apply as to the site conditions. This information is not to be considered as a substitution or revision of that section of the Standard Specifications defining specifications and contract agreements.

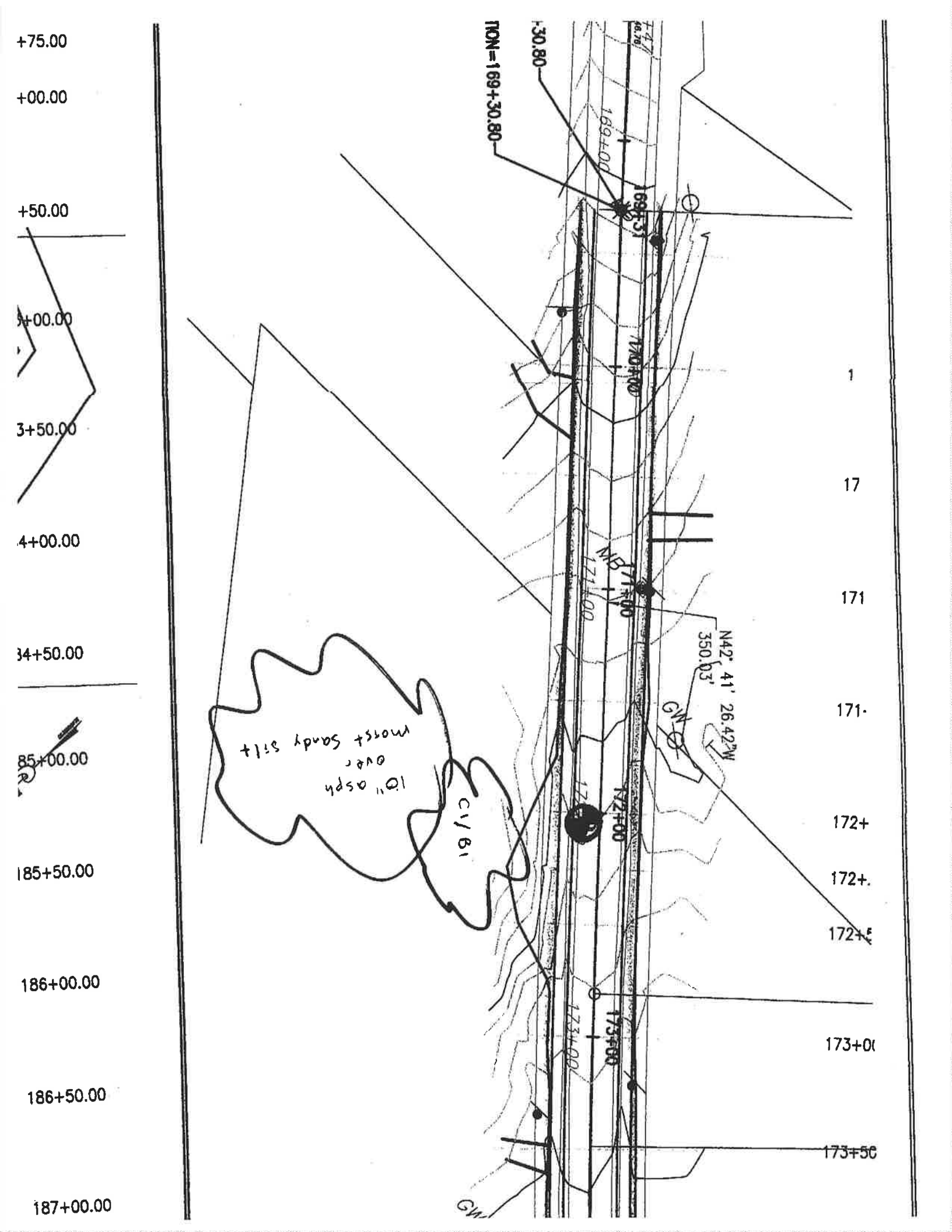
By his signature on this proposal the bidder certifies that he has made himself aware of the availability, for his inspection and review prior to the letting date, of the information indicated below:

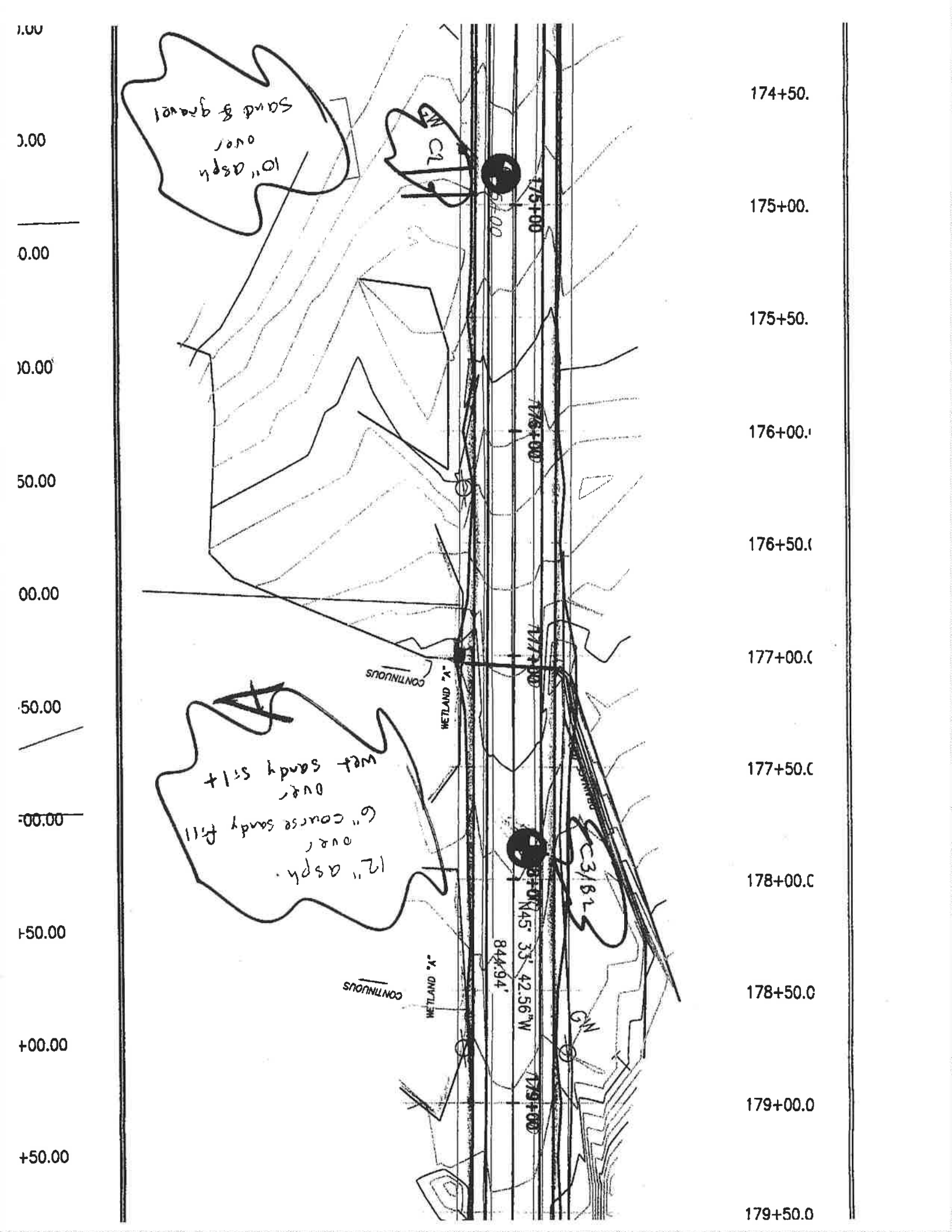
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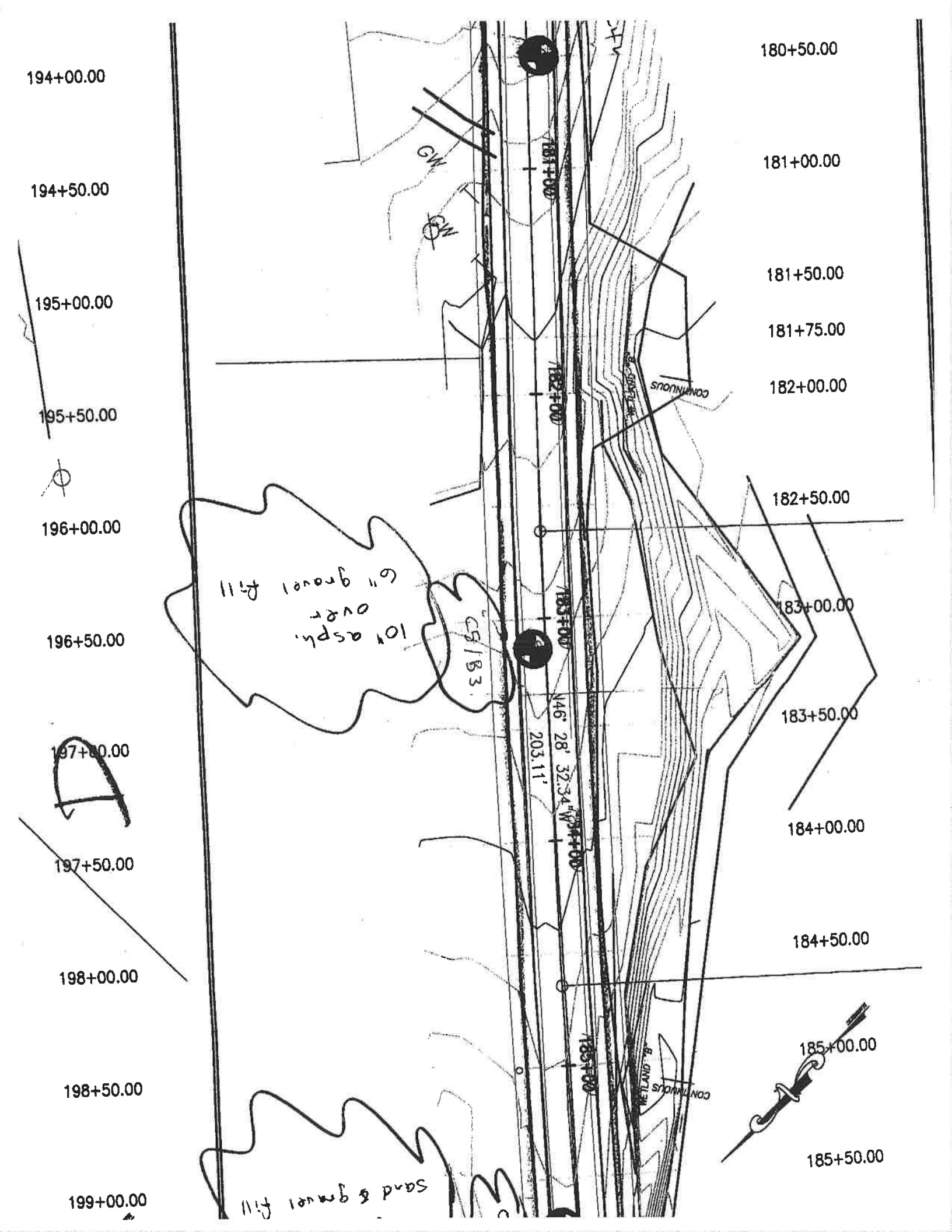
Maples Road

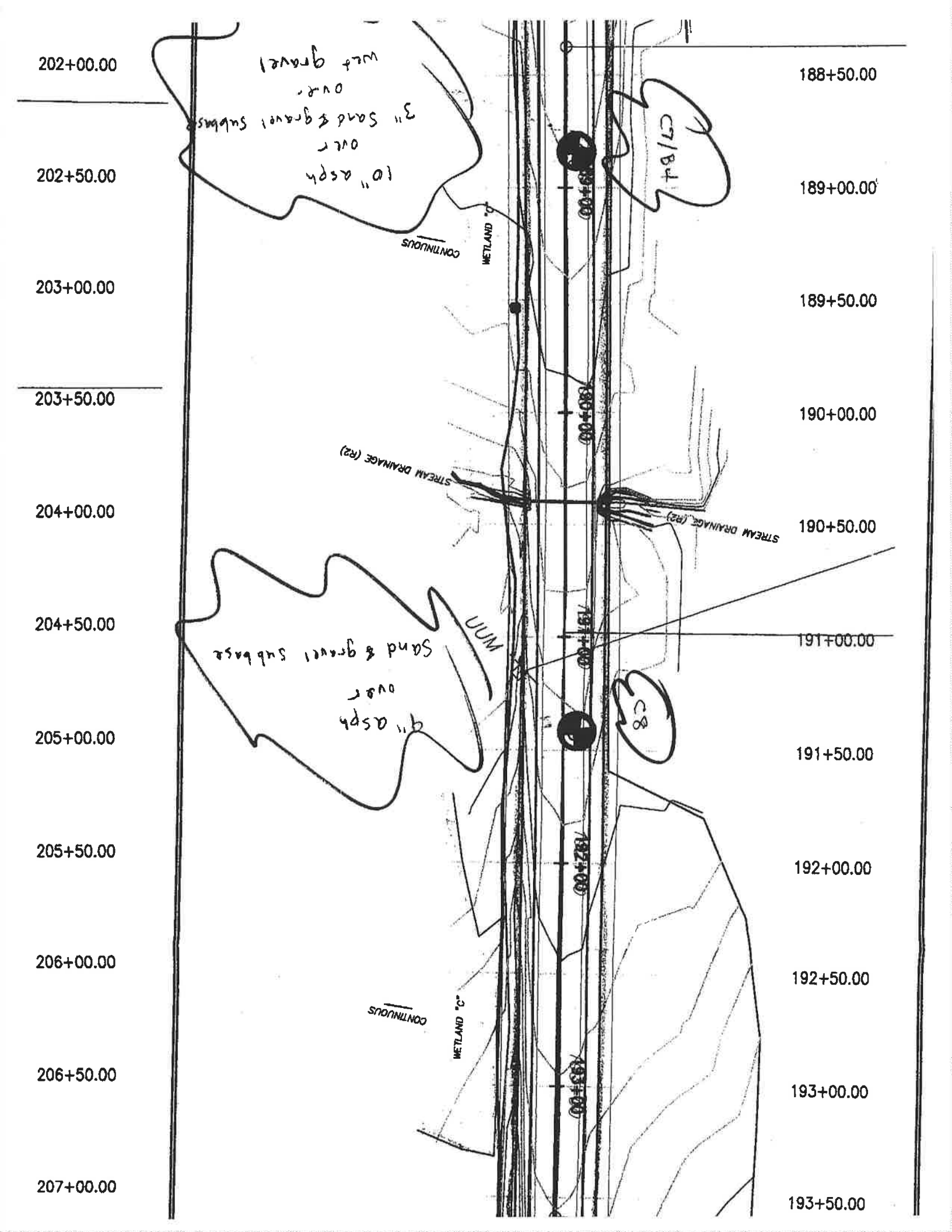
AVAILABLE	NOT AVAILABLE	INFORMATION
	X	Utility Estimate Sheets with Names of Utility Officials
X		Right of Way Plans
X		Earthwork Cross Section Sheets (not Included)
	X	Earthwork Sheets
	X	Drainage Estimate Sheets
	X	Sign Face Layouts
X		Logs of Subsurface Exploration
	X	Tabulated Results of Probings
	X	Tabulated Depth to Bed Rock
	X	Logs Showing Laboratory Description of Soil Samples
	X	Laboratory Test Data from Soil Samples
	X	Rock Outcrop Maps
	X	Granular Materials Resources Survey Reports
	X	Terrain Reconnaissance Reports
	X	Subsurface Data Obtained from Sources Outside the Department
	X	Rock Cores (available for inspection)
		Record Plans
		Special Reports or Other Information (Identify Below)
	X	Hazardous Waste/Asbestos Assessment
X		Wetlands Delineation Mapping (attached)
X		SWPPP

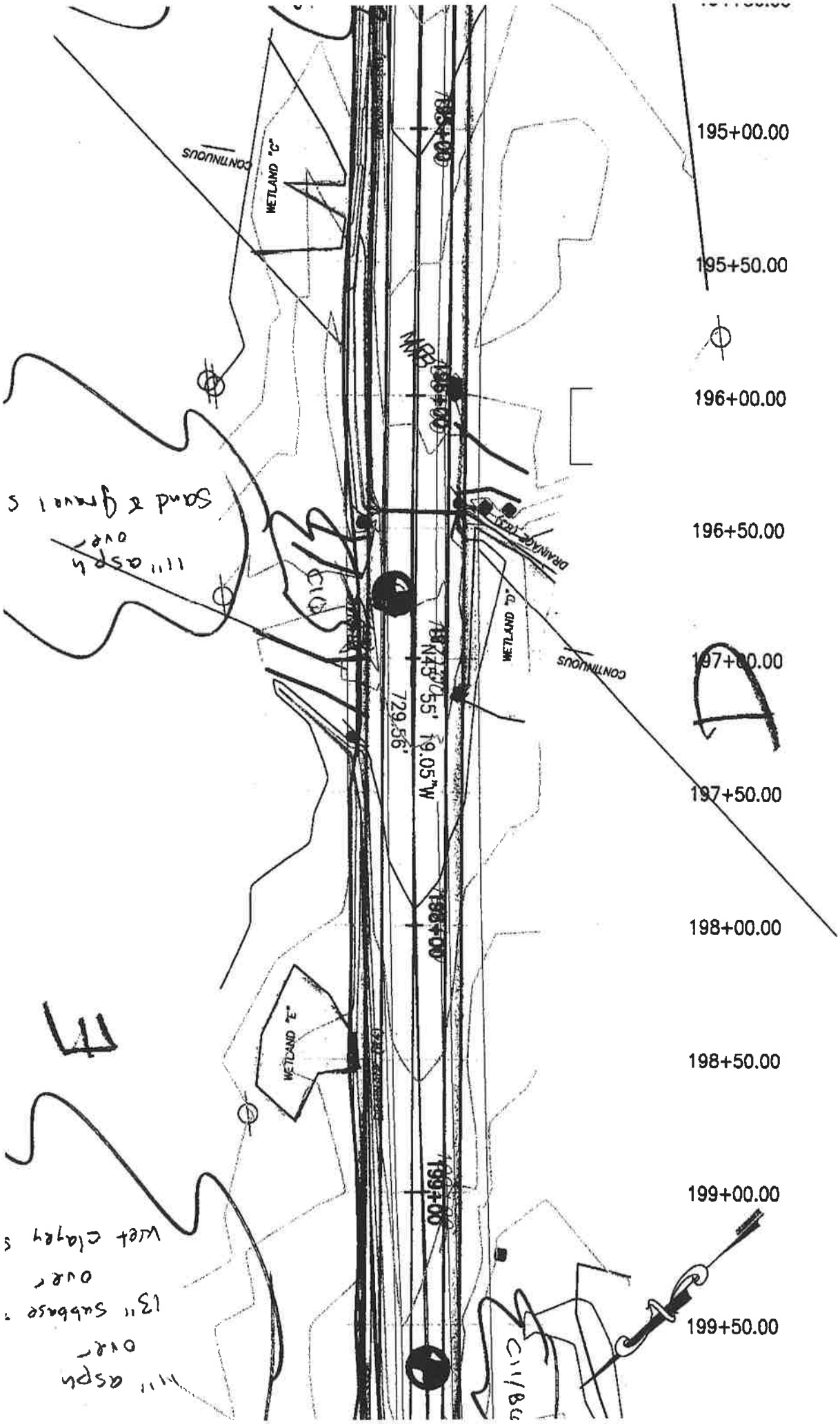
LOGS OF SUBSURFACE EXPLORATION

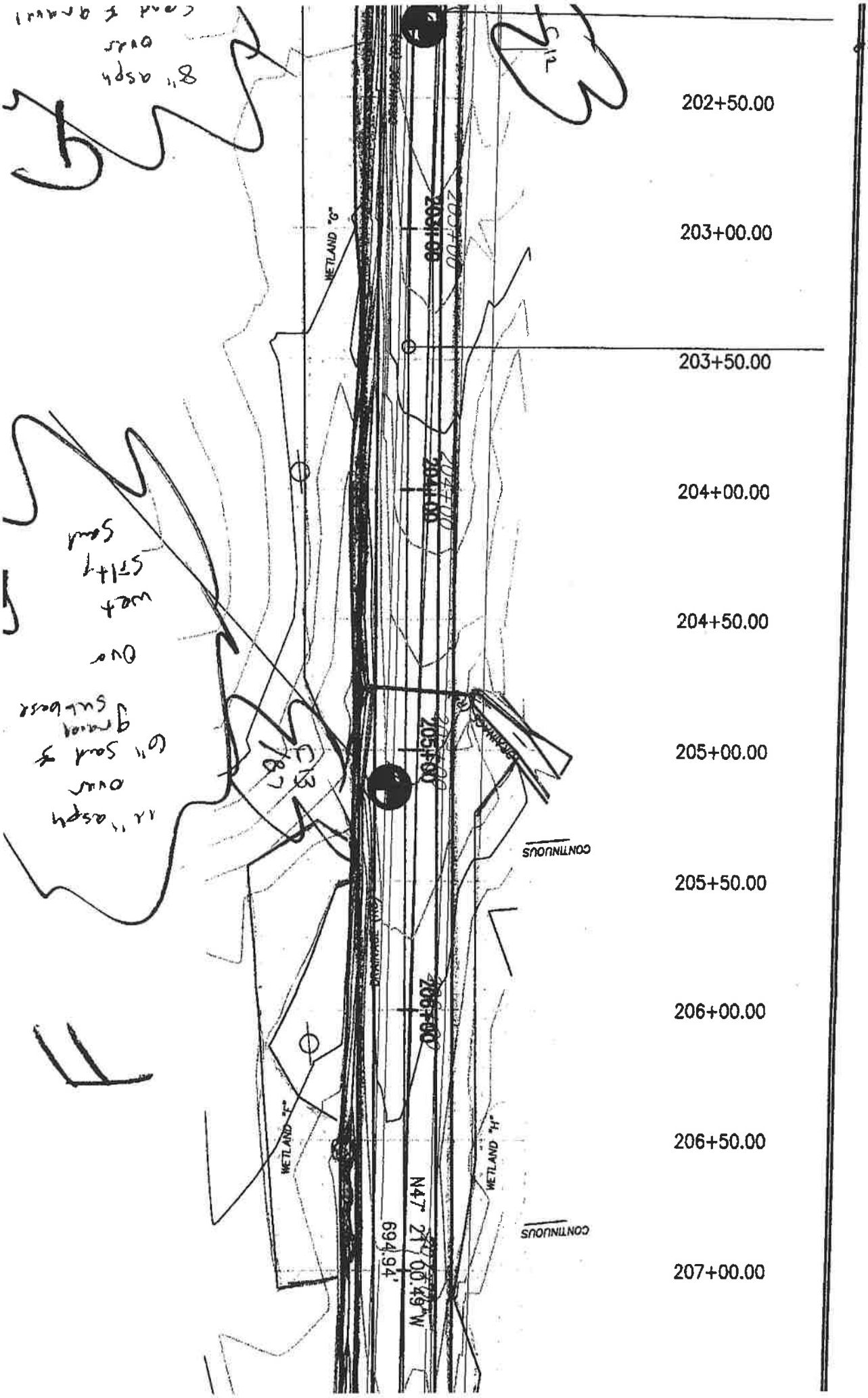

+75.00
+00.00
+50.00
9+00.00
3+50.00
4+00.00
34+50.00
85+00.00
185+50.00
186+00.00
186+50.00
187+00.00
TION=169+30.80
30.80
169+00
169+31
170+00
171+00
NB
N42° 41' 26.42"W
350.03'
GW
172+00
173+00
173+50
1
17
171
171+
172+
172+.
173+0
CL/BL
10" asph
over
moist sandy silt
GW


10" Asph
over
Sand & gravel
GW C1
175+00
176+00
177+00
178+00
179+00
CONTINUOUS
WETLAND "A"
12" asph.
over
6" coarse sandy fill
over
wet sandy silt
CONTINUOUS
WETLAND "A"
N45° 33' 42.56"W
844.94'
GW C3/B2
174+50.
175+00.
175+50.
176+00.
176+50.
177+00.
177+50.
178+00.
178+50.
179+00.
179+50.


194+00.00
194+50.00
195+00.00
195+50.00
196+00.00
196+50.00
197+00.00
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198+00.00
198+50.00
199+00.00
180+50.00
181+00.00
181+50.00
181+75.00
182+00.00
182+50.00
183+00.00
183+50.00
184+00.00
184+50.00
185+00.00
185+50.00
GW
GW
CONTINUOUS
CONTINUOUS
WETLAND "B"
N46° 28' 32.34"W
203.11'
10" asph. on gravel fill
Sand & gravel fill


202+00.00
202+50.00
203+00.00
203+50.00
204+00.00
204+50.00
205+00.00
205+50.00
206+00.00
206+50.00
207+00.00
188+50.00
189+00.00
189+50.00
190+00.00
190+50.00
191+00.00
191+50.00
192+00.00
192+50.00
193+00.00
193+50.00
10" asph
over
3" Sand & gravel Subbase
Wet gravel
CONTINUOUS
WETLAND "D"
STREAM DRAINAGE (R2)
STREAM DRAINAGE (R2)
C7/84
C8
9" asph
over
Sand & gravel Subbase
UUM
CONTINUOUS
WETLAND "C"


195+00.00
195+50.00
196+00.00
196+50.00
197+00.00
197+50.00
198+00.00
198+50.00
199+00.00
199+50.00
WETLAND "C"
WETLAND "D"
WETLAND "E"
CONTINUOUS
CONTINUOUS
DRAINAGE DITCH
N45°11'55" W 19.05'
729.56'
C11/B6


202+50.00
203+00.00
203+50.00
204+00.00
204+50.00
205+00.00
205+50.00
206+00.00
206+50.00
207+00.00
WETLAND "G"
WETLAND "F"
WETLAND "H"
CONTINUOUS
CONTINUOUS
N47° 21' 00.49"W
694.94'

GW
DRAINAGE (R6)
DRAINAGE (R6)
208+00
204+00
WETLAND
CONTINUOUS
BRDINAGE (R7)
BRDINAGE (R7)
211+00
214+00
217+00
C15/8
C16
10" asph
over
2" gravel subbase
over
wet silty soil
10" asph / slag
over
Sand & gravel subbase

STREAM (R)
WETLAND "J"
DRAINAGE (R10)
DRAINAGE (R9)
WETLAND "K"
N30° 16' 46.13"W
549.62'
216+00
217+00
217+50.00
218+00.00
218+50.00
219+00.00
219+50.00
220+00.00
220+50.00
221+00.00
221+50
222+00
222+50
223+00
223+50
moist sand silt
13' ash over
silt sand & gravel subbase


223+00.00
223+50.00
224+00.00
224+50.00
225+00.00
225+50.00
226+00.00
226+50.00
227+00.00
227+50.00
DRAINAGE (SWALE)
WETLAND
CONTINUOUS

229+50.00
230+00.00
230+50.00
231+00.00
231+50.00
232+00.00
232+50.00
233+00.00
233+50.00
234+00.00
234+50.00
N10° 37' 53.40"W
699.83'

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SYRACUSE
(315) 668-1031

Hole Number: C1 / B1

DATE: 10/28/2010 ELEVATION: _____

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
1	*						Asphalt with fine aggregate 0.15	1.1'	Asphalt to 0.3 foot over large aggregate with an asphalt matrix 0.8 foot over coarse silty fill to 3.0 feet over apparent water sorted and deposited sand and gravel with little to some silt to 6.0 feet over silty slack water sediment to end of boring
		31					Asphalt with coarse aggregate 0.30		
			15		46		Large aggregate with asphalt matrix 0.80		
				11			Moist, grayish brown to gray (SANDY-SILT) fill with 3 to 5% gravel, little very fine size sand, compact 3.00	1.3'	
2	8								
		9			19				
			10						
				10			Extremely moist, brown, very gravelly (SILTY-SAND) with 40 to 50% gravel, very fine size sand, little to some silt, compact, weakly stratified 6.00	1.1'	
3	4								
		7							
			6		13				▼ Water Level at 5.3' BGS at Completion
				5					
4	5						Wet, gray (SILT) with trace very fine size sand, loose, thinly bedded 8.00	1.4'	
		5							
			3		8				
				4			Boring Completed at 8.0' BGS		

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Hole Number: C 2

DATE: 10/28/2010 ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
							Asphalt with fine aggregate 0.25 Large aggregate with asphalt matrix 0.80 Sand and gravel fill 1.00 Boring Completed at 1.0' BGS		Asphalt to 0.25 foot over large aggregate with asphalt matrix to 0.8 foot over sand and gravel fill to end of coring

0
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Hole Number: C3 / B2

DATE: 10/28/2010 ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
1	*						Asphalt with fine aggregate 0.25	1.1'	Asphalt to 0.5 foot over large aggregate with asphalt matrix to 1.0 foot over gravel fill to 1.5 feet over coarse silty fill with trace gravel to 4.0 feet over apparent water sorted and deposited sand and gravel to 6.0 feet over silty lake sediment to end of boring
		30					Asphalt with coarse size aggregate 0.45		
			28		58		Large aggregate with asphalt matrix 1.00		
				11			Gravel fill 1.50		
2	4						Extremely moist, brown (SANDY-SILT) fill with 5 to 15% gravel, little very fine size sand, compact	1.3'	
		8							
			11		19				
				15			4.00		
3	4						Extremely moist, brown, very gravelly (SILTY-SAND) with 40 to 60% gravel, very fine to fine size sand, compact, weakly stratified	1.1'	
		11							
			10		21				
				17			6.00		
4	11						Wet, gray (SILT) with trace very fine size sand, compact, thinly bedded	1 4'	
		8							
			7		15				
				9			8.00		
							Boring Completed at 8.0' BGS		

0 5 10 15 20

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Hole Number: C 4

DATE: 10/28/2010 ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION		REC	COMMENTS
							Asphalt with fine aggregate	0.35		Asphalt to 0.35 foot over large aggregate with asphalt matrix to 0.9 foot over sand and gravel subbase fill to end of boring
							Large aggregate with asphalt matrix	0.90		
							Sand and gravel subbase fill	1.10		
							Boring Completed at 1.1' BGS			

0
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Hole Number: C5 / B3

DATE: 10/28/2010 ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
1	*						Asphalt with fine aggregate 0.25	1.1'	Asphalt pavement to 0.25 foot over large aggregate with asphalt matrix to 0.8 foot over gravel fill to 1.3 feet over water sorted and deposited sand and gravel to 5.0 feet over silty lake sediment to end of boring
		38					Large aggregate with asphalt mix 0.80		
			50		88		Extremely moist to wet, brown and gray (GRAVEL) fill with 40 to 60% gravel, very dense in place 1.30		
				34					
2	9						Moist, brown, very gravelly (SILTY-SAND) with 40 to 50% gravel, very fine to coarse size sand, compact, stratified	1.3'	
		8							
			11		19				
				7					
3	15							1.1'	
		11					5.00		
			7		18		Extremely moist, gray (SILT) with trace very fine size sand, compact, thinly bedded		
				6					
4	4							1.4'	
		7							
			8		15				
				8			8.00		
							Boring Completed at 8.0' BGS		

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Hole Number: C 6

DATE: 10/28/2010 ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION		REC	COMMENTS
							Asphalt with fine aggregate	0.25		Asphalt pavement with fine size aggregate to 0.25 foot over large aggregate with asphalt matrix to 0.7 foot over sand and gravel subbase fill to end of coring
							Large aggregate with asphalt matrix	0.70		
							Sand and gravel subbase fill	1.20		
							Boring Completed at 1.2' BGS			

0
5
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Hole Number: C7 / B4

DATE: 10/29/2010

ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
1	*						Asphalt with fine aggregate 0.25	0.9'	Asphalt with fine aggregate to 0.25 foot over large aggregate with asphalt matrix to 0.8 foot over sand and gravel subbase fill to 1.0 foot over water sorted and deposited sand and gravel to end of boring
		38			73		Large aggregate with asphalt matrix 0.80		
			35				Moist, brown, very gravelly (SILTY-SAND) fill with 40 to 50% gravel, very fine to fine size sand, little silt, very dense in place 1.00	1.5'	
				17					
2	5								
		8			17		Extremely moist to wet, brownish gray (GRAVEL) with 40 to 60% gravel, little very fine to coarse size sand, little silt, compact, stratified		
			9					1.2'	
				8					
3	5								
		11			24				
			13						
				9				1.1'	
4	7								
		7			15				
			8						
				11			8.00		
							Boring Completed at 8.0' BGS		

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Hole Number: C 8

DATE: 10/29/2010 ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
							Asphalt with fine aggregate 0.25 Large aggregate with asphalt matrix 0.75 Sand and gravel subbase fill 1.20 Boring Completed at 1.2' BGS		Asphalt pavement with fine size aggregate to 0.25 foot over large aggregate with asphalt matrix to 0.75 foot over sand and gravel subbase fill to end of boring

0
5
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Hole Number: C9 / B5

DATE: 10/29/2010 ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
1	x						Asphalt pavement with fine size aggregate 0.25		Asphalt to 0.25 foot over large aggregate with asphalt matrix to 0.8 foot over sand and gravel fill to 4.0 feet over silty slack water sediment (muck) to 6.0 feet over water sorted and deposited sand and gravel with little silt to end of boring
		45			120		Large aggregate with asphalt matrix 0.80		
			75				Moist, brown to olive gray, very gravelly (SILTY-SAND) fill with 40 to 50% gravel, very fine to fine size sand, little silt, very dense to compact		
				15					
2	12								
		12							
			9		21				
				5			4.00		
3	3						Extremely moist, dark brown, mucky (SILT) with partially decomposed organic material, soft, weakly thinly bedded		
		4							
			2		6				
				1			6.00		
4	6						Wet, brown (GRAVEL) with 40 to 50% gravel, very fine to coarse size sand, little silt, compact, stratified		
		9							
			10		19				
				10			8.00		
							Boring Completed at 8.0 feet		

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Hole Number: C 10

DATE: 10/29/2010 ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
							Asphalt with fine aggregate 0.20		Asphalt pavement with fine size aggregate to 0.20 foot over large aggregate with asphalt matrix to 0.9 foot over sand and gravel subbase fill to end of boring
							Large aggregate with asphalt matrix 0.90		
							Extremely moist, dark brown, gravelly (SILTY-SAND) subbase fill with 40 to 50% gravel, very fine to coarse size sand, little silt 1.30		
							Boring Completed at 1.2' BGS		

0
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Hole Number: C11/ B6

DATE: 10/29/2010 ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
1	*						Asphalt with fine aggregate 0.20	1.1'	Asphalt to 0.3 foot over large aggregate with asphalt matrix to 0.9 foot over subbase fill to 1.2 foot over gravel fill to 2.0 feet over clayey alluvial sediment with little gravel to 4.0 feet over water sorted and deposited gravel and sand to 6.5 feet over silty slack water sediment to end of boring
		64					Asphalt with large aggregate 0.30		
			37		101		Large aggregate with asphalt matrix 0.90		
				27			Moist, dark gray, very gravelly (SILTY-SAND) fill with 40 to 50% gravel, very fine size sand, very dense in place 1.20 / 2.00	1.3'	
2	17								
		11			25		Moist, brown (GRAVEL) fill with 50 to 70% gravel, little very fine to fine size sand, very dense in place		
			14						
				14			Extremely moist, faintly mottled, olive gray, gravelly (CLAYEY-SILT) with 15 to 25% gravel, little clay, very stiff, weakly thinly bedded 4.00	1.1'	
3	7								
		8			14				
			6						
				4			Wet, faintly mottled, brown (GRAVEL) with 40 to 60% gravel, little very fine to coarse size sand, compact, stratified 6.50	1.4'	
4	5								
		6			12		Extremely moist, gray (SILT) with trace clay, compact, thinly bedded		
			6						
				5			8.00		
							Boring Completed at 8.0' BGS		

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Hole Number: C 12

DATE: 10/29/2010 ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
							Asphalt with fine aggregate 0.20		Asphalt pavement to 0.2 foot over large aggregate with asphalt matrix to 0.7 foot over sand and gravel subbase fill to end of boring
							Large aggregate with asphalt matrix 0.70		
							Moist, dark gray, very gravelly (SILTY-SAND) subbase fill with 40 to 50% gravel, very fine size sand, little silt 0.90		
							Noticed mothball odor		
							Boring Completed at 0.9' BGS		

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Hole Number: C13 / B7

DATE: 10/29/2010 ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
1	*						Asphalt with fine aggregate 0.25	1.8'	Asphalt to 0.4 foot over large aggregate with asphalt matrix to 0.9 foot over sand and gravel subbase fill to 1.4 feet over water sorted and deposited sand with some gravel to 5.0 feet over silty slack water sediment to end of boring
		55					Asphalt with large aggregate 0.40		
			41		96		Large aggregate with asphalt matrix 0.90		
				15			Extremely moist, gray, very gravelly (SILTY-SAND) subbase fill with 40 to 50% gravel, very fine to fine size sand very dense in place 1.40		
2	9							1.2'	
		5							
			7		12		Extremely moist, faintly mottled, olive gray, gravelly (SILTY-SAND) with 20 to 40% gravel, very fine size sand, little silt, compact, stratified		
				9					
3	7							1.4'	
		6					5.00		
			7		13		Extremely moist to wet, gray (SILT) with trace clay, compact, thinly bedded		
				6					
4	5							1.6'	
		6							
			9		15				
				10			8.00		
							Boring Completed at 8.0' BGS		

LOGGED BY: Dale M. Gramza / Senior Geologist PAGE 1 of 1

NATURE'S WAY
ENVIRONMENTAL CONSULTANTS & CONTRACTORS, INC.

CRITTENDEN
(716) 937-6527

SYRACUSE
(315) 668-1031

Hole Number: C 14

DATE: 11/1/2010 ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION		REC	COMMENTS
							Asphalt with fine aggregate	0.35		Asphalt pavement to 0.45 foot over large aggregate with asphalt matrix to 0.8 foot over gravelly subbase fill to end of boring
							Asphalt with large aggregate	0.45		
							Large aggregate with asphalt matrix	0.80		
							Extremely moist, dark gray, (GRAVEL) subbase fill with 50 to 60% gravel, very fine to very coarse size sand	1.10		
							Noticed mothball odor			
							Boring Completed at 1.1' BGS			

0
5
10
15
20

LOGGED BY: Dale M. Gramza / Senior Geologist

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NATURE'S WAY
ENVIRONMENTAL CONSULTANTS & CONTRACTORS, INC.

CRITTENDEN
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SYRACUSE
(315) 668-1031

Hole Number: C15 / B8

DATE: 10/28/2010 ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
1	x						Asphalt pavement with fine size aggregate 0.25		Asphalt pavement to 0.25 foot over large aggregate with asphalt matrix to 0.8 foot over subbase gravel fill to 1.0 foot over water sorted and deposited sand and gravel to end of boring
		45			85		Large aggregate with asphalt matrix 0.80
			40				Extremely moist, brown and gray (GRAVEL) subbase fill with 40 to 50% gravel, very dense in place 1.00
				22			
2	10						
		10					Extremely moist to wet, brown, very gravelly (SILTY-SAND) fill with 40 to 50% gravel, with very fine size sand, little silt, compact, stratified
			11		21		
				9			
3	6						
		11					
			7		18		
				6			
4	7						
		7			18		
			11				
				9			8.00
							Boring Completed at 8.0 feet

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NATURE'S WAY
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CRITTENDEN
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SYRACUSE
(315) 668-1031

Hole Number: C 16

DATE: 11/1/2010 ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
							Asphalt with fine aggregate 0.20 Asphalt with large aggregate 0.40 Large to very large slag aggregate with asphalt matrix 0.80 Extremely moist, brown, very gravelly (SILTY-SAND) fill with 40 to 60% gravel, very fine size sand, little silt 1.10 Boring Completed at 1.1' BGS		Asphalt pavement to 0.4 foot over slag aggregate with asphalt matrix to 0.8 foot over sand and gravel subbase fill with little silt to end of boring

0
5
10
15
20

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SYRACUSE
(315) 668-1031

Hole Number: C17 / B9

DATE: 11/01/2010 ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
1	*						Asphalt with fine aggregate 0.40	0.8'	Asphalt to 0.6 foot over large aggregate with asphalt matrix to 1.1 foot over sand and gravel subbase fill to 1.4 feet over coarse silty fill with little gravel and sand to 3.0 feet over water sorted and deposited sand with little gravel and silt to 4.0 feet over water sorted and deposited sand and gravel to end of boring
		*					Asphalt with fine size aggregate 0.60		
			8				Large size aggregate with asphalt matrix 1.10		
				11			Sand and gravel subbase fill 1.40		
2	12						Moist, gray (SANDY-SILT) fill with 15 to 25% gravel, little very fine size sand, compact 3.00	1.6'	
		10			17				
			7						
				5			Moist, faintly mottled, brown, gravelly (SILTY-SAND) with 15 to 25% gravel, very fine size sand, little silt, compact, weakly thinly bedded 4.00	1.2'	
3	5								
		3							
			3		6		Extremely moist to wet, gray, very gravelly (SILTY-SAND) with 40 to 50% gravel, very fine to coarse size sand, little silt, loose, stratified	1.3'	
				3					
4	4								
		3			6				
			3						
				4			8.00		
							Boring Completed at 8.0' BGS		

LOGGED BY: Dale M. Gramza / Senior Geologist

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NATURE'S WAY
ENVIRONMENTAL CONSULTANTS & CONTRACTORS, INC.

CRITTENDEN
(716) 937-6527

SYRACUSE
(315) 668-1031

Hole Number: C 18

DATE: 11/1/2010 ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
							Asphalt with fine aggregate noticed four distinct layers from 0.0'-0.4', 0.4'-0.7', 0.7'-0.8' and 0.8'-0.9' (0.90)		Asphalt pavement to 0.9 foot over large aggregate with asphalt matrix to 1.4 feet over sand and gravel subbase fill to end of boring
							Large aggregate with asphalt matrix (1.40)		
							Extremely moist, dark gray, gravelly (SILTY-SAND) fill with 20 to 40% gravel, very fine to fine size sand, little silt (1.60)		
							Boring Completed at 1.6' BGS		

0
5
10
15
20

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CRITTENDEN
(716) 937-6527

SYRACUSE
(315) 668-1031

Hole Number: C19 / B10

DATE: 10/28/2010 ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
1	*						Asphalt with fine aggregate 0.40	0.7'	Asphalt with fine aggregate to 0.4 foot over large aggregate with asphalt matrix to 1.1 foot over sand and gravel subbase fill to 1.4 feet over apparent water sorted and deposited sand with some gravel to 4.0 feet over coarse silty glacial drift to end of boring
		*					Large size aggregate and slag with asphalt matrix 1.10		
			29				Sand and gravel subbase fill 1.40		
				24			Moist, grayish brown, gravelly (SILTY-SAND) with 20 to 40% gravel, very fine size sand, little silt, compact, weakly stratified	1.5'	
2	17								
		17			27				
			10						
				8			4.00		
3	4						Extremely moist, faintly mottled, brown, gravelly (SANDY-SILT) with 15 to 25% gravel, little very fine size sand, loose, thinly bedded	1.4'	
		1							
			3		4				
				3				1.6'	
4	4								
		4			8				
			4						
				4			8.00		
							Boring Completed at 8.0' BGS		

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NATURE'S WAY
ENVIRONMENTAL CONSULTANTS & CONTRACTORS, INC.

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SYRACUSE
(315) 668-1031

Hole Number: C 20

DATE: 11/1/2010 ELEVATION:

PROJECT: Pavement and Subsurface Investigation Along County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

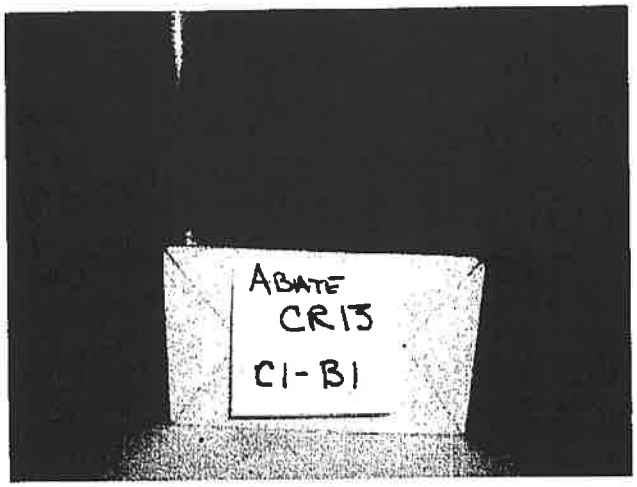
BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION		REC	COMMENTS
							Asphalt with fine aggregate	0.45		Asphalt pavement to 0.45 foot over large aggregate with asphalt matrix to 0.7 foot over gravel fill to end of boring
							Large aggregate with asphalt matrix	0.70		
							Gravel fill	0.90		
							Boring Completed at 0.9' BGS			

0
5
10
15
20

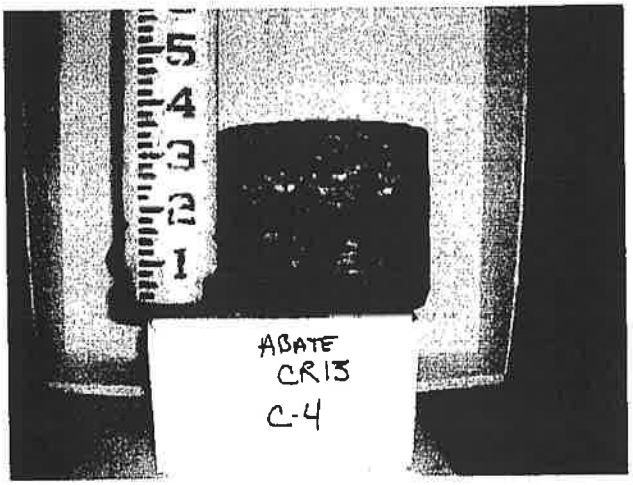
LOGGED BY: Dale M. Gramza / Senior Geologist PAGE 1 of 1

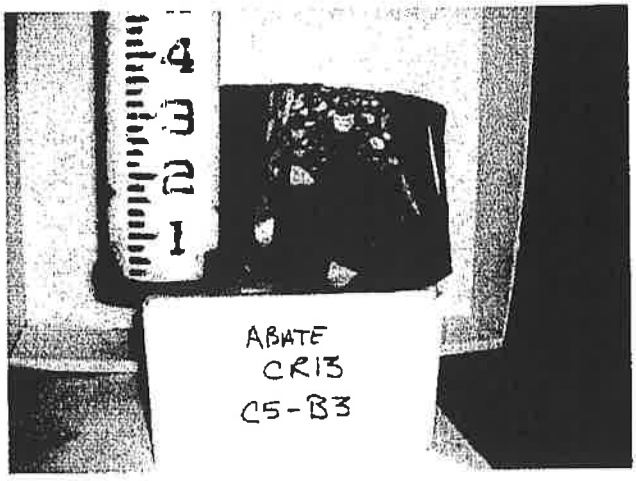
Abate Associates Engineers & Surveyors, P.C.
CR 13 (Maples Road)
Mansfield, Cattaraugus County, NY

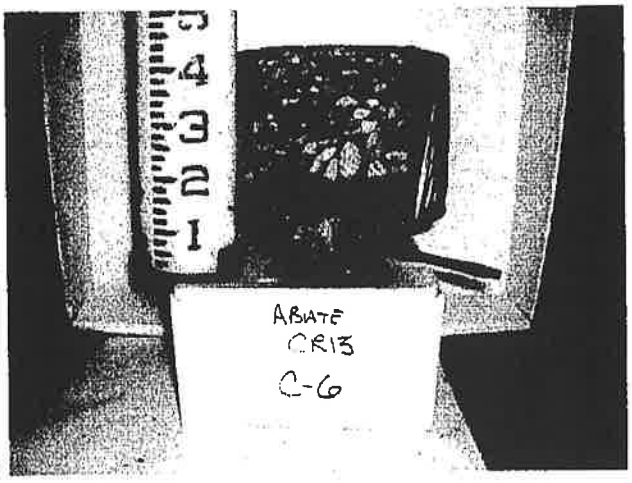






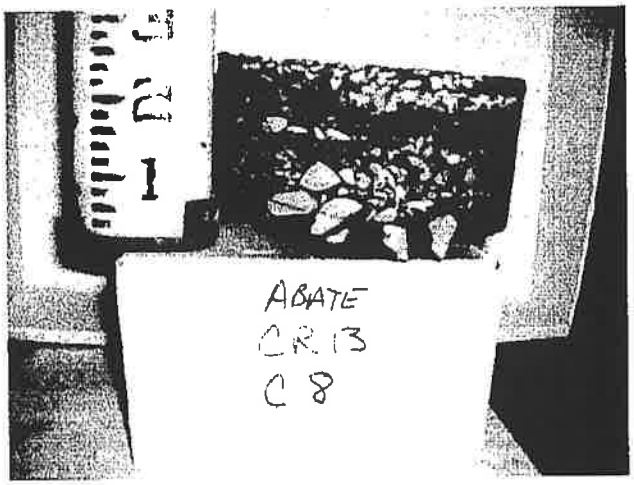


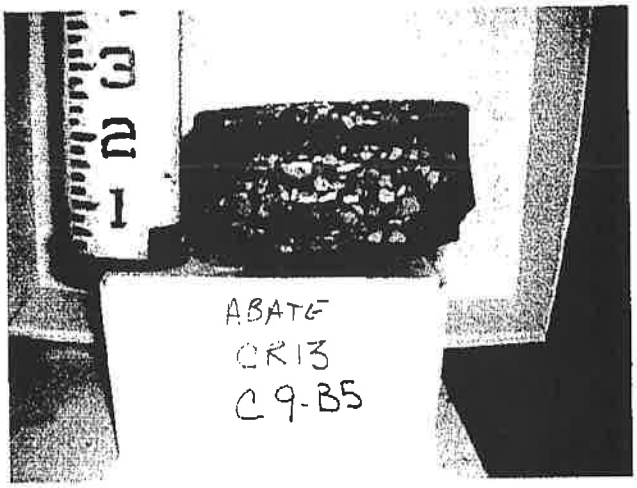




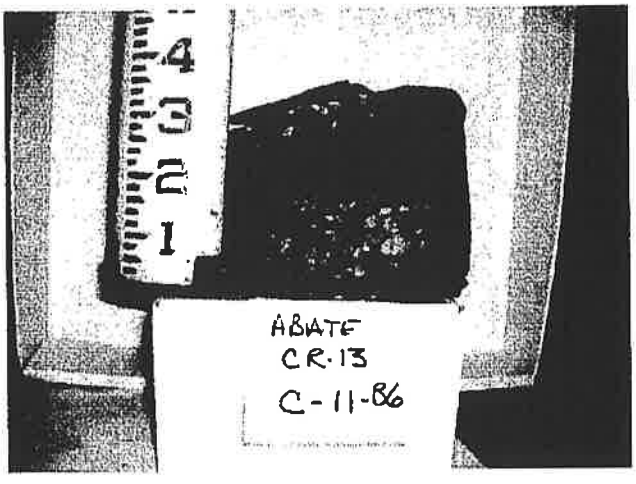
Abate Associates Engineers & Surveyors, P.C.
CR 13 (Maples Road)
Mansfield, Cattaraugus County, NY

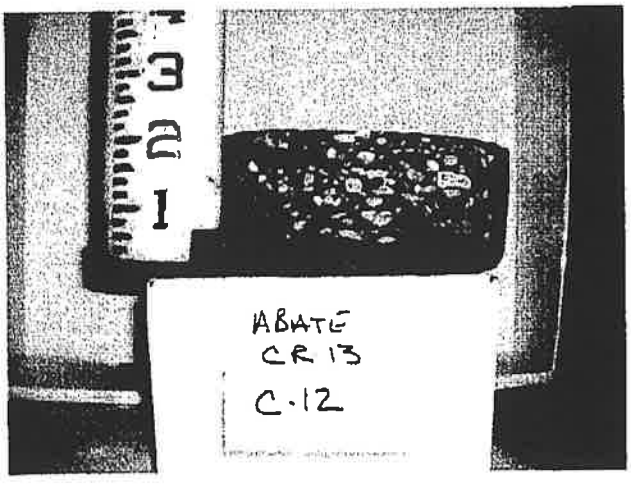




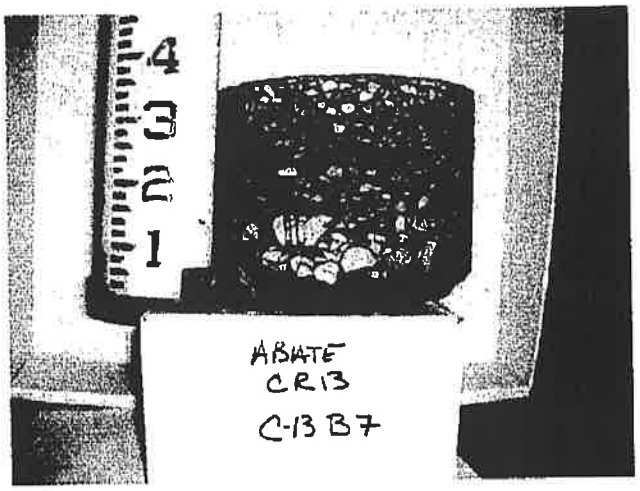




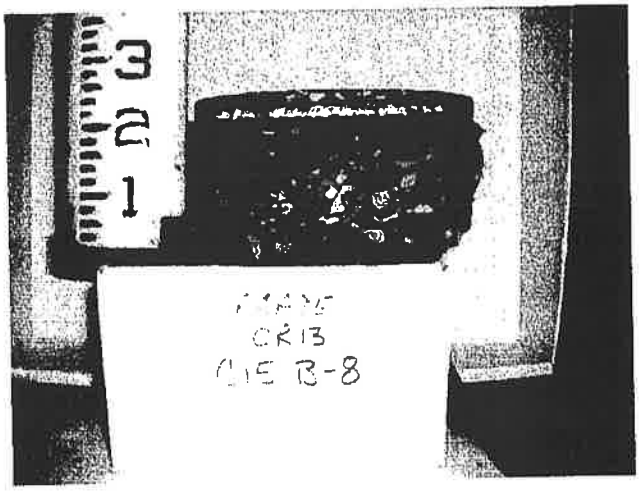


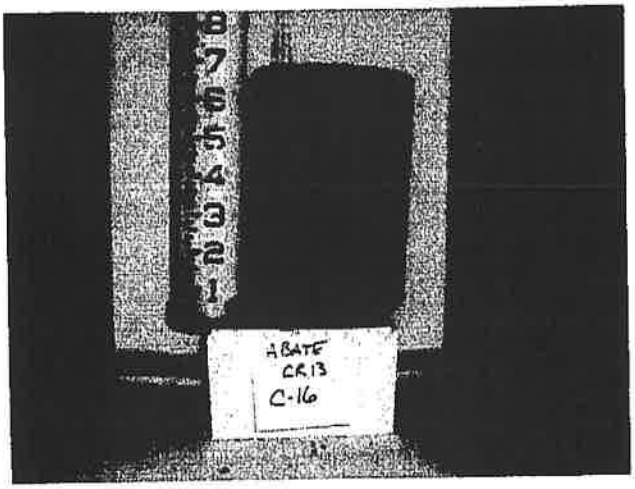


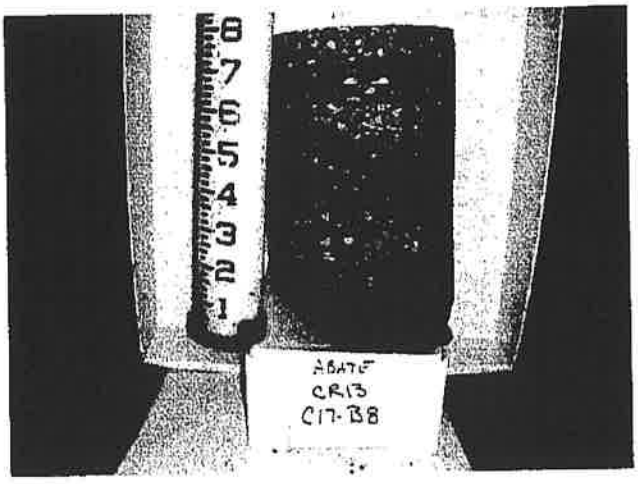
Abate Associates Engineers & Surveyors, P.C.
CR 13 (Maples Road)
Mansfield, Cattaraugus County, NY

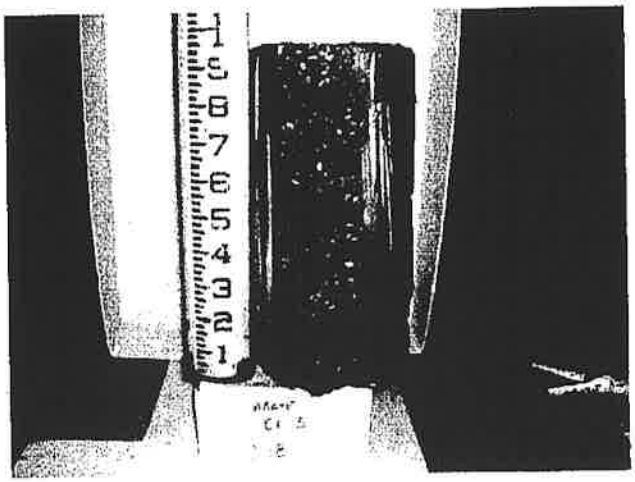




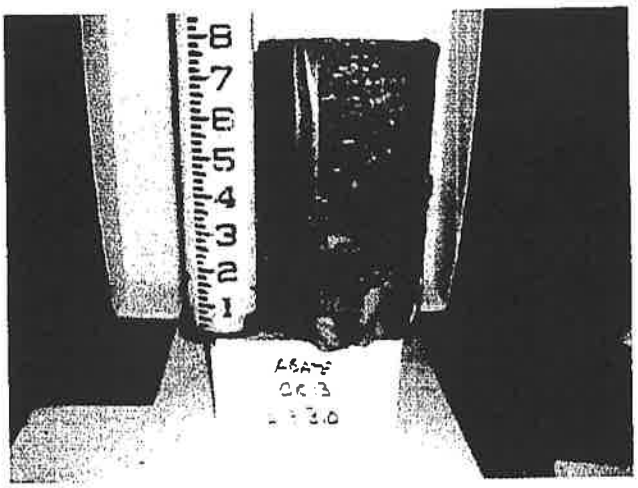


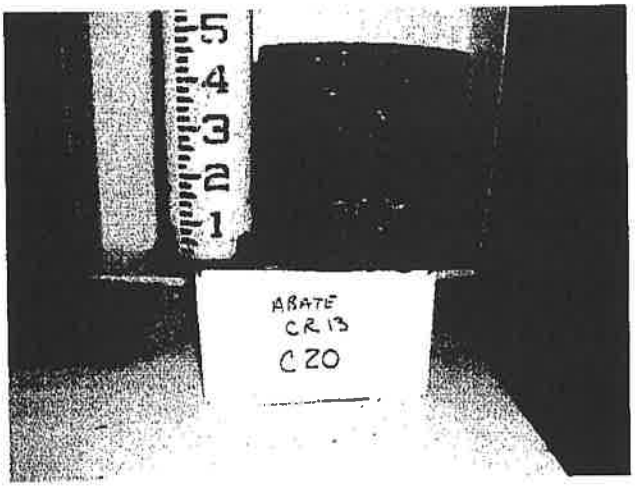






Abate Associates Engineers & Surveyors, P.C.
CR 13 (Maples Road)
Mansfield, Cattaraugus County, NY





NATURE'S WAY
ENVIRONMENTAL CONSULTANTS & CONTRACTORS, INC.

CRITTENDEN
(716) 937-6527

SYRACUSE
(315) 668-1031

Hole Number: B 1

DATE: 11/2/2010 ELEVATION:

PROJECT: Subsurface Investigation for the Proposed Bridge Replacment
County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
1	*						Advanced 2 1/4" HSA through asphalt 0.60	0.7'	Asphalt to 0.6 foot over sand and gravel fill to 4.0 feet over sandy slack water sediment with some silt to 6.0 feet over water sorted and deposited sand and gravel with trace to little silt to 15.0 feet over silty lake sediment with trace sand to 38.0 feet over silty lake sediment with trace clay to end of boring
		*					Moist, brown, very gravelly (SILTY-SAND) fill with 40 to 50% gravel, very fine to fine size sand, dense in place		
			17						
				16				1.0'	
2	17								
		16							
			18		34				
				15			4.00		
3	3						Extremely moist, gray (SILTY-SAND) with very fine size sand, some silt, loose, weakly thinly bedded	1.3'	
		3							
			2		5				
				3			6.00		
4	6						Extremely moist becoming wet below 13.0', gray, very gravelly (SILTY-SAND) with 40 to 50% gravel, very fine size sand, trace to little silt, compact, stratified	0.9'	
		8							
			4		12				
				3				1.2'	
5	3								
		5							
			8		13				
				9					
6	4							1.5'	
		7							
			9		16				
				8			15.00		
							Wet, gray (SILT) with trace very fine size sand, compact, thinly bedded		
7	5							1.3'	
		11							
			10		21				
				10					

LOGGED BY: Dale M. Gramza/Senior Geologist

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ENVIRONMENTAL CONSULTANTS & CONTRACTORS, INC.

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SYRACUSE
(315) 668-1031

Hole Number: B 1

DATE: 11/2/2010 ELEVATION:

PROJECT: Subsurface Investigation for the Proposed Bridge Replacment
County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

	SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
20								Wet, gray (SILT) with trace very fine size sand, compact, thinly bedded		
	8	2							1.7'	
			5			12				
				7						
25					7					
	9	1							1.7'	
			5			12				
				7						
30					7					
	10	1							1.7'	▼ Water Level at 33.5' BGS at Completion
			5			11				
				6						
35					6					
								38.00		
	11	WR						Wet, gray (SILT) with trace clay, firm, thinly laminated with very thin coarse silt lenses	1.7'	WR = Sampler penetration with weight of rods
			2			5				
				3						
40					6					

LOGGED BY: Dale M. Gramza/Senior Geologist

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(315) 668-1031

Hole Number: B 1

DATE: 11/2/2010 ELEVATION:

PROJECT: Subsurface Investigation for the Proposed Bridge Replacment
County Route 13 (Maples Road), Mansfield, Cattaraugus County, NY

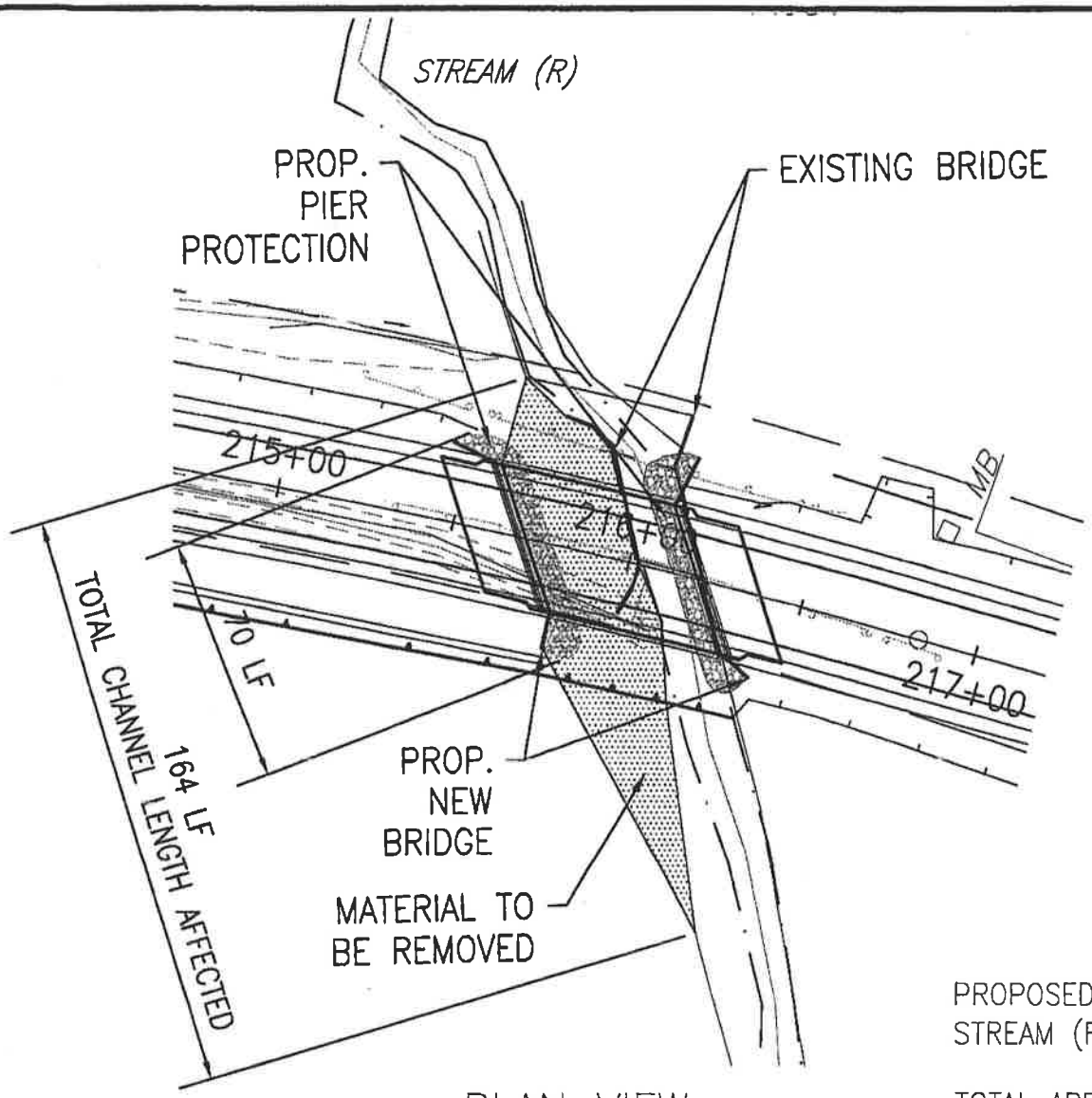
PREPARED FOR: Abate Associates Engineers and Surveyors, P.C.

BORING LOCATION: See Map

	SN	0/6	6/12	12/18	18/24	N	LITH	DESCRIPTION AND CLASSIFICATION	REC	COMMENTS
40								Wet, gray (SILT) with trace clay, firm, thinly laminated with very thin coarse silt lenses		
	12	WR							1.9'	
			1			5				
				4						
45					6					
	13	1							2.0'	
			2			6				
				4						
50					6			50.00		
								Boring Completed at 50.0' BGS		
55										
60										

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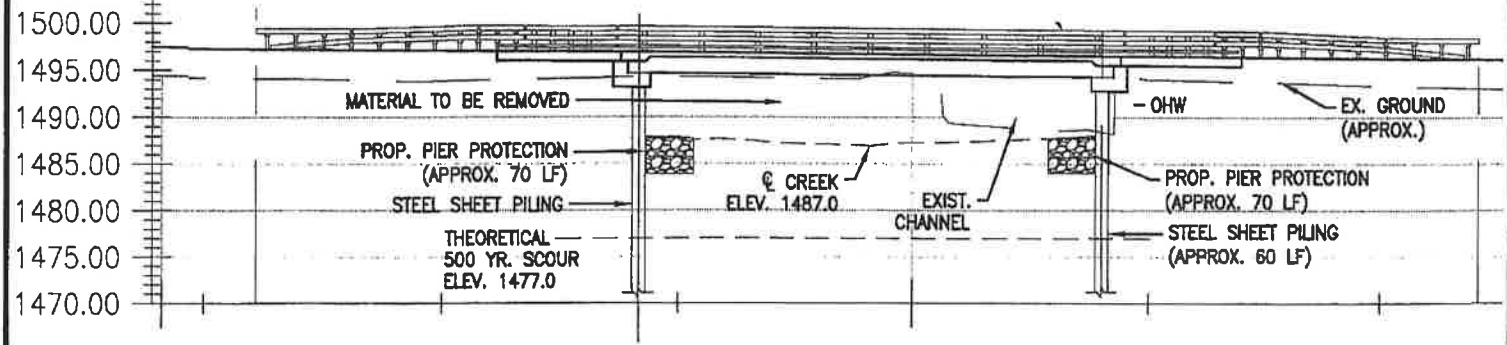
WETLANDS DELINEATION MAPPING



PLAN VIEW

PROPOSED PIER PROTECTION
STREAM (R)

TOTAL AREA = 877 SQ. FT.
TOTAL VOLUME = 390 CU. YD.
TOTAL LENGTH = 140'



BRIDGE – ELEVATION DRAWINGS

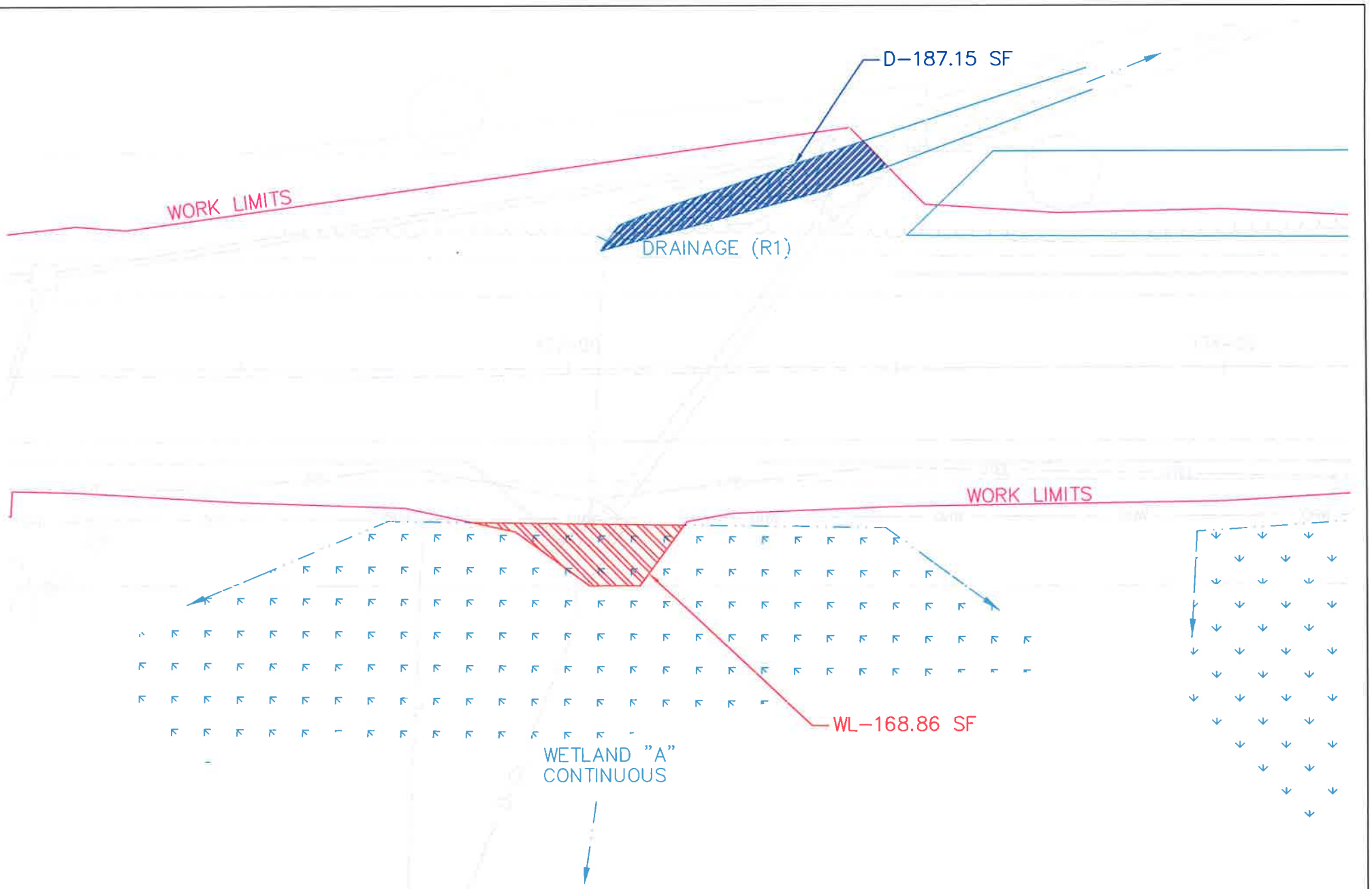
INFORMATION SHEET
REHABILITATION OF C.R. 13
TOWN OF MANSFIELD
CATTURAUGUS COUNTY

CULVERT INSTALLATION
AT
WETLAND R

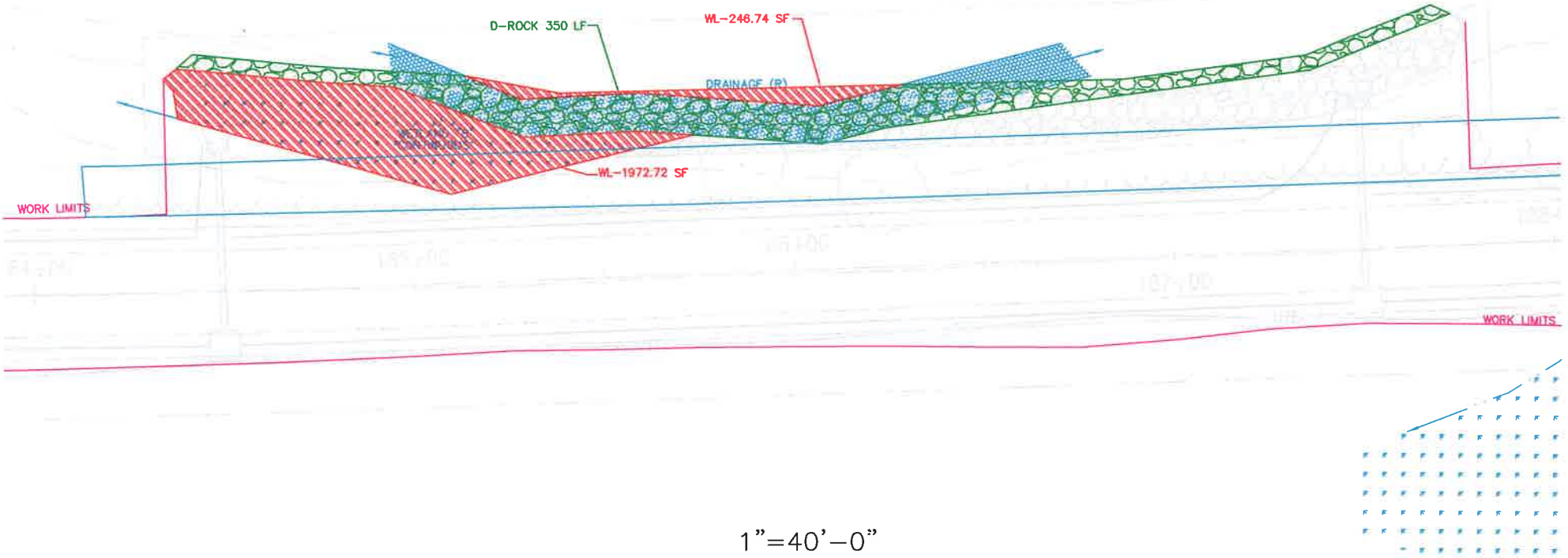
DRAWN BY:	MTC
CHECK BY:	TRW
JOB NO.	30050
DWG. NO.	BRIDGE

ABATE ASSOCIATES
ENGINEERS & SURVEYORS, P.C.
BUFFALO/JAMESTOWN, NEW YORK

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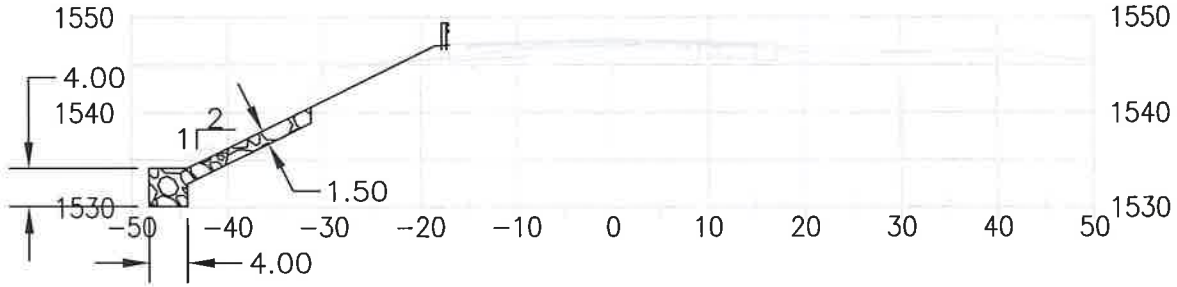


CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS			
CR13 WETLAND IMPACT WL-1			
SCALE: 1"=20'-0"		DATE: JAN. 26 2016	
DWG.	DGN.	TRACE	CK.



1"=40'-0"

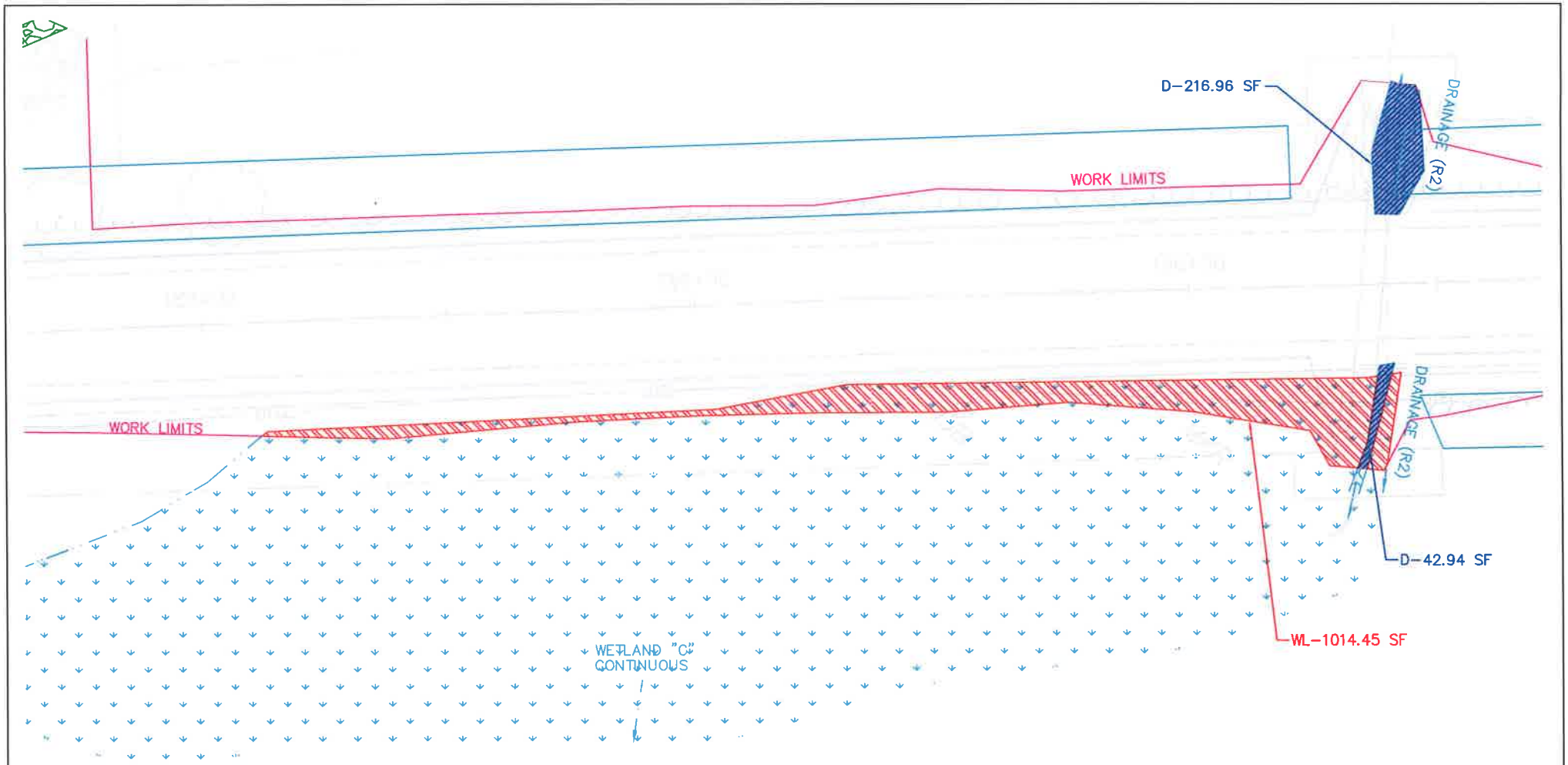
186+00.00



1"=20'-0"

RIP RAP BELOW
OHW = 0.78 CUYD/FT

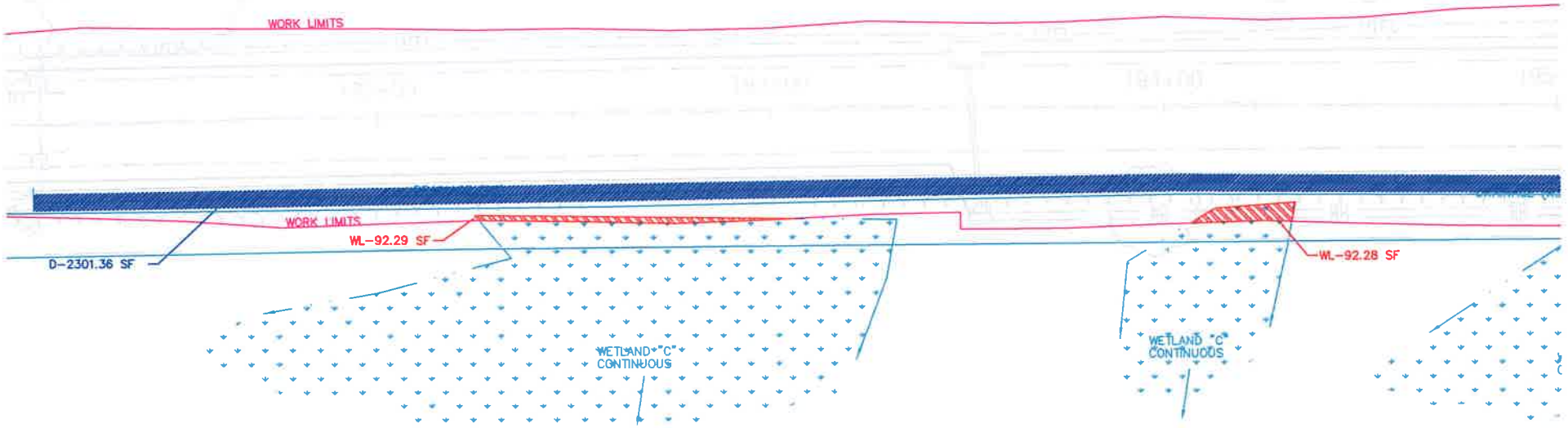
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CATTARAUGUS COUNTY
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WL-3

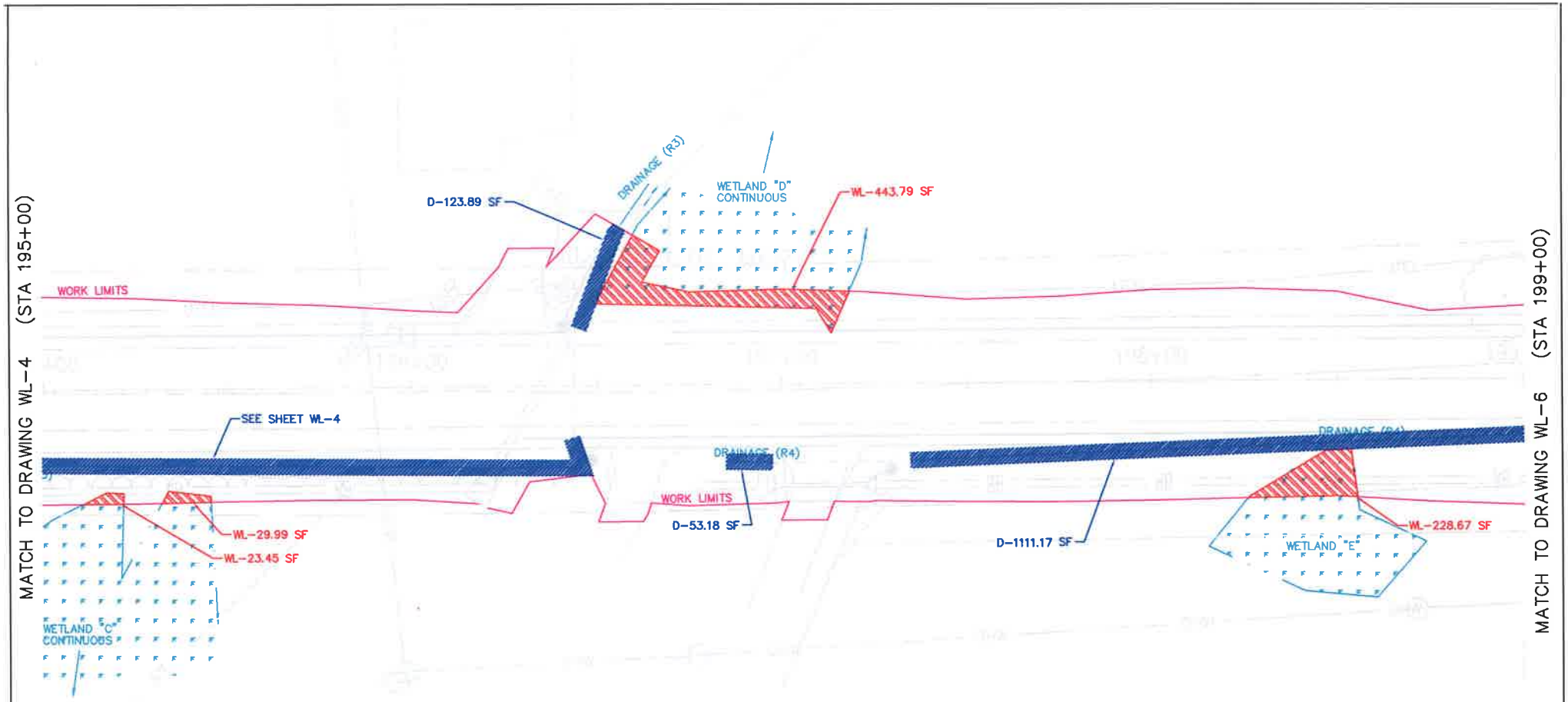
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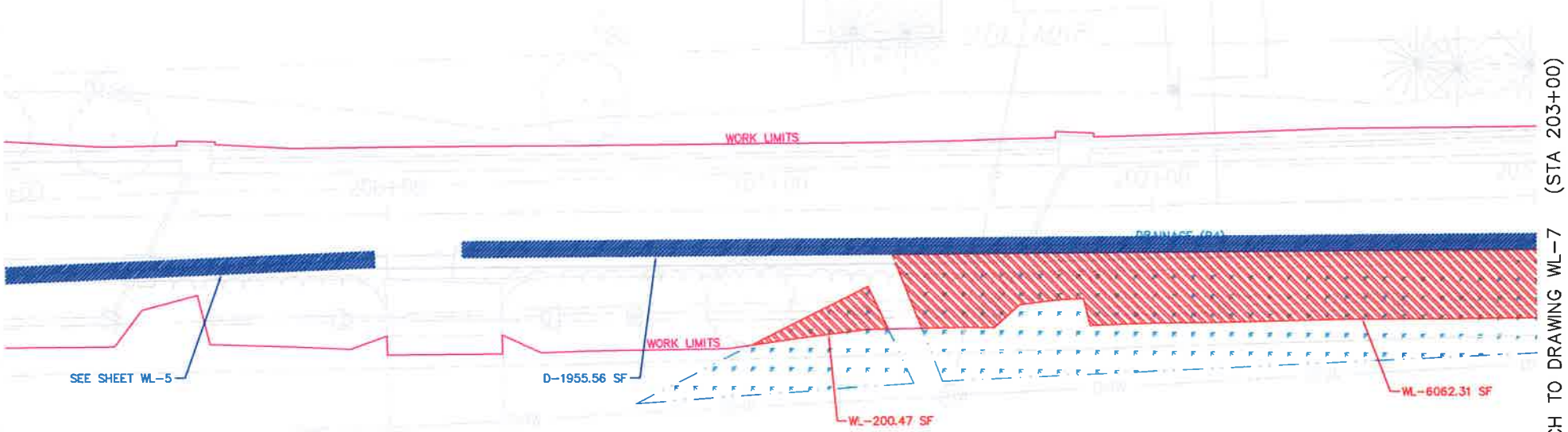
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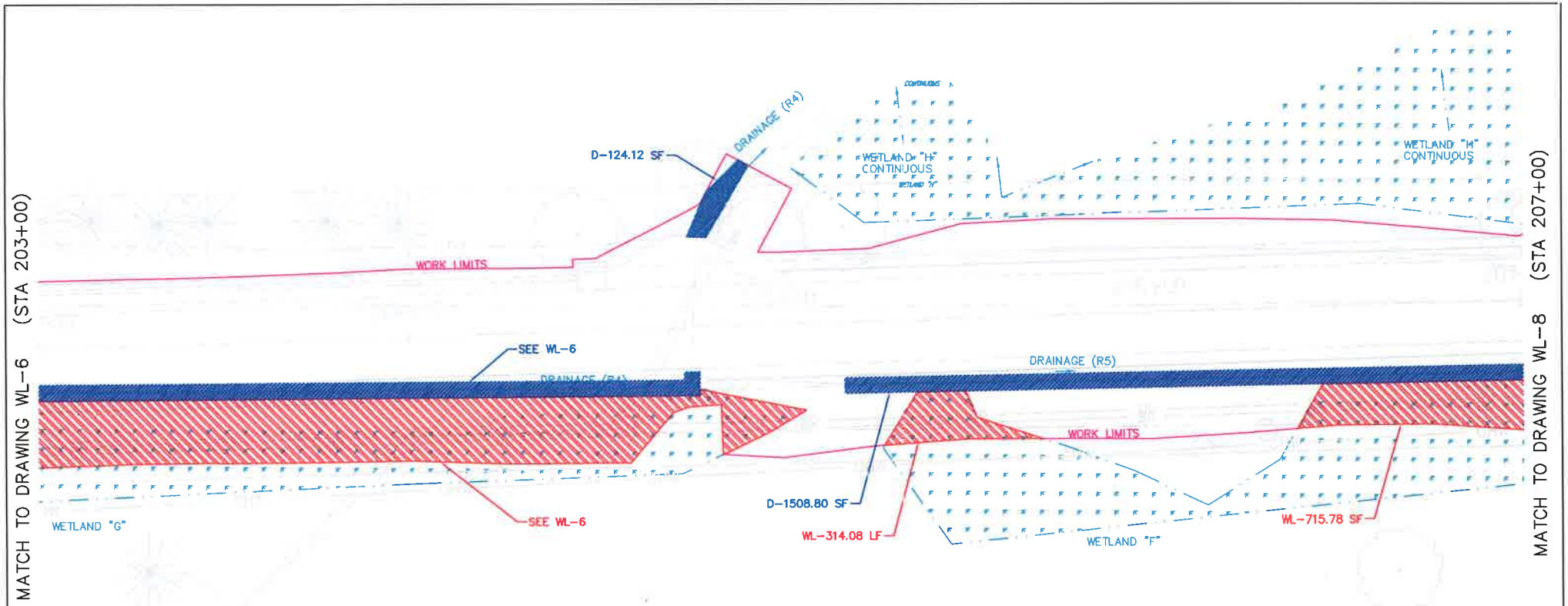
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CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

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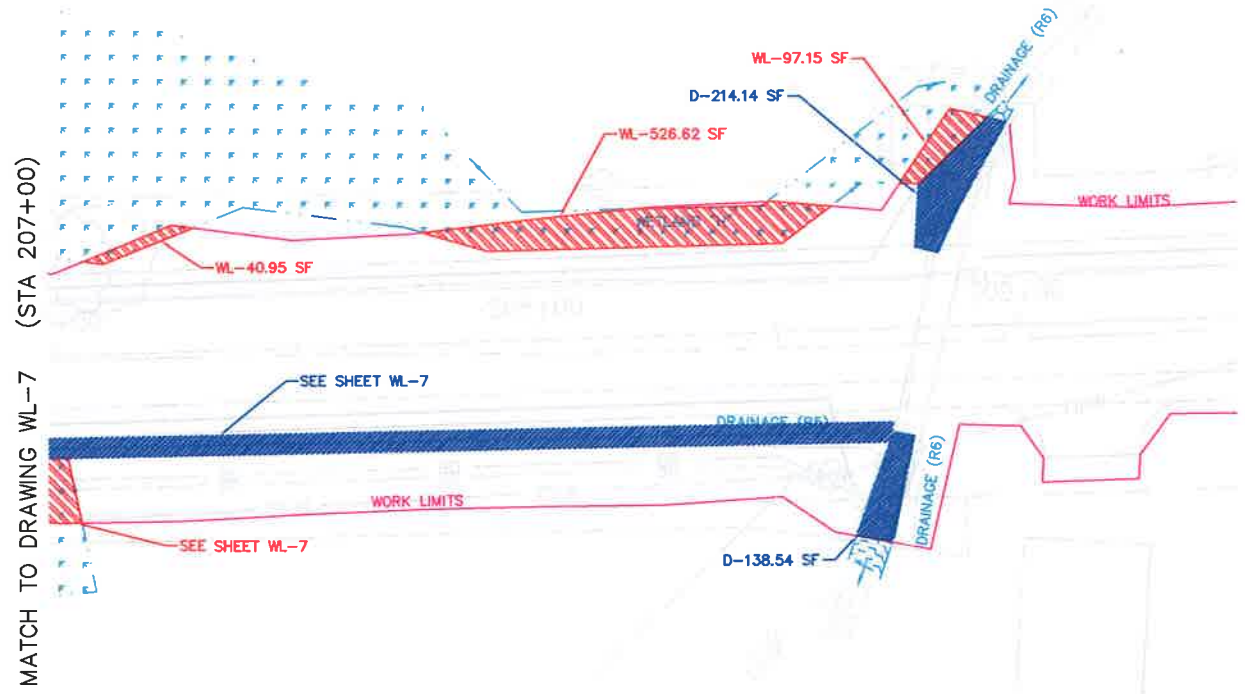
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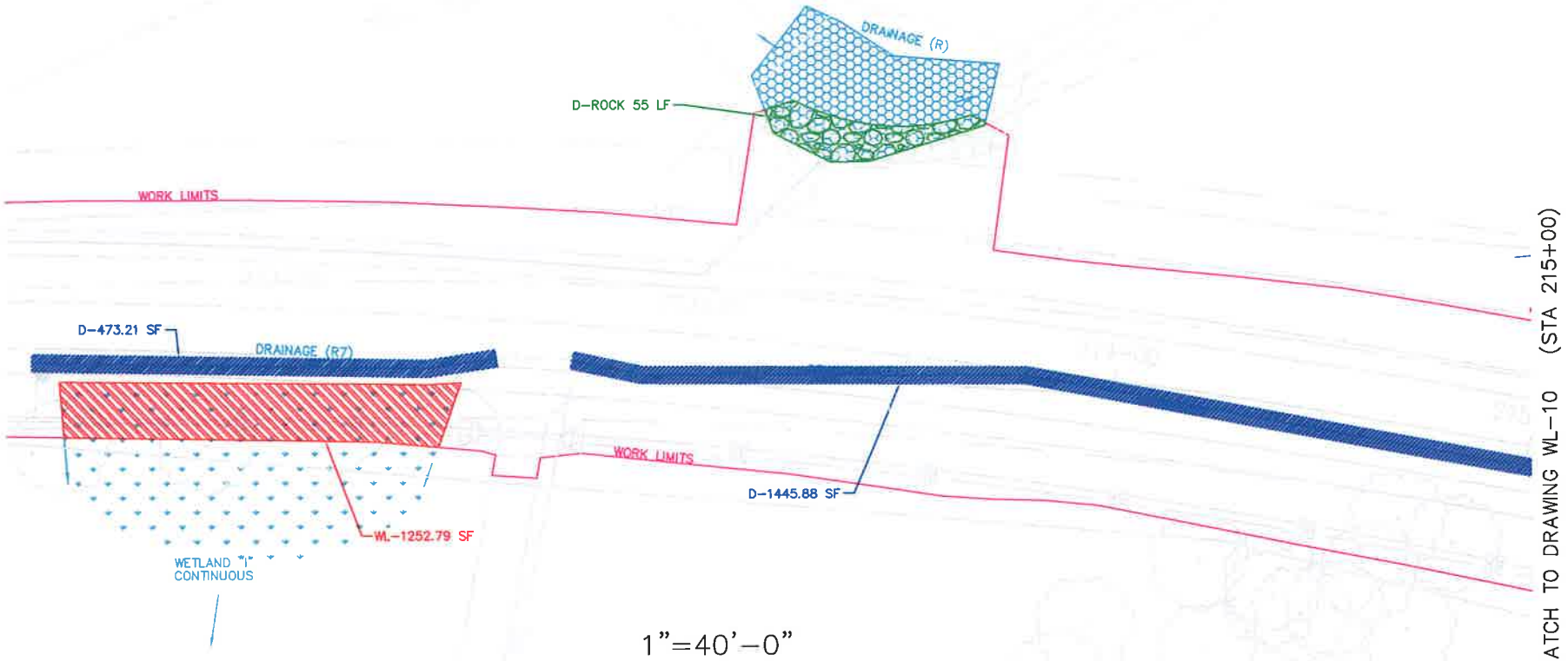
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CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

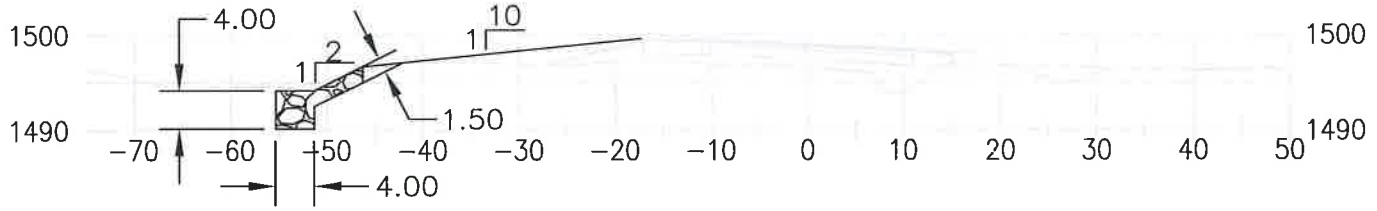
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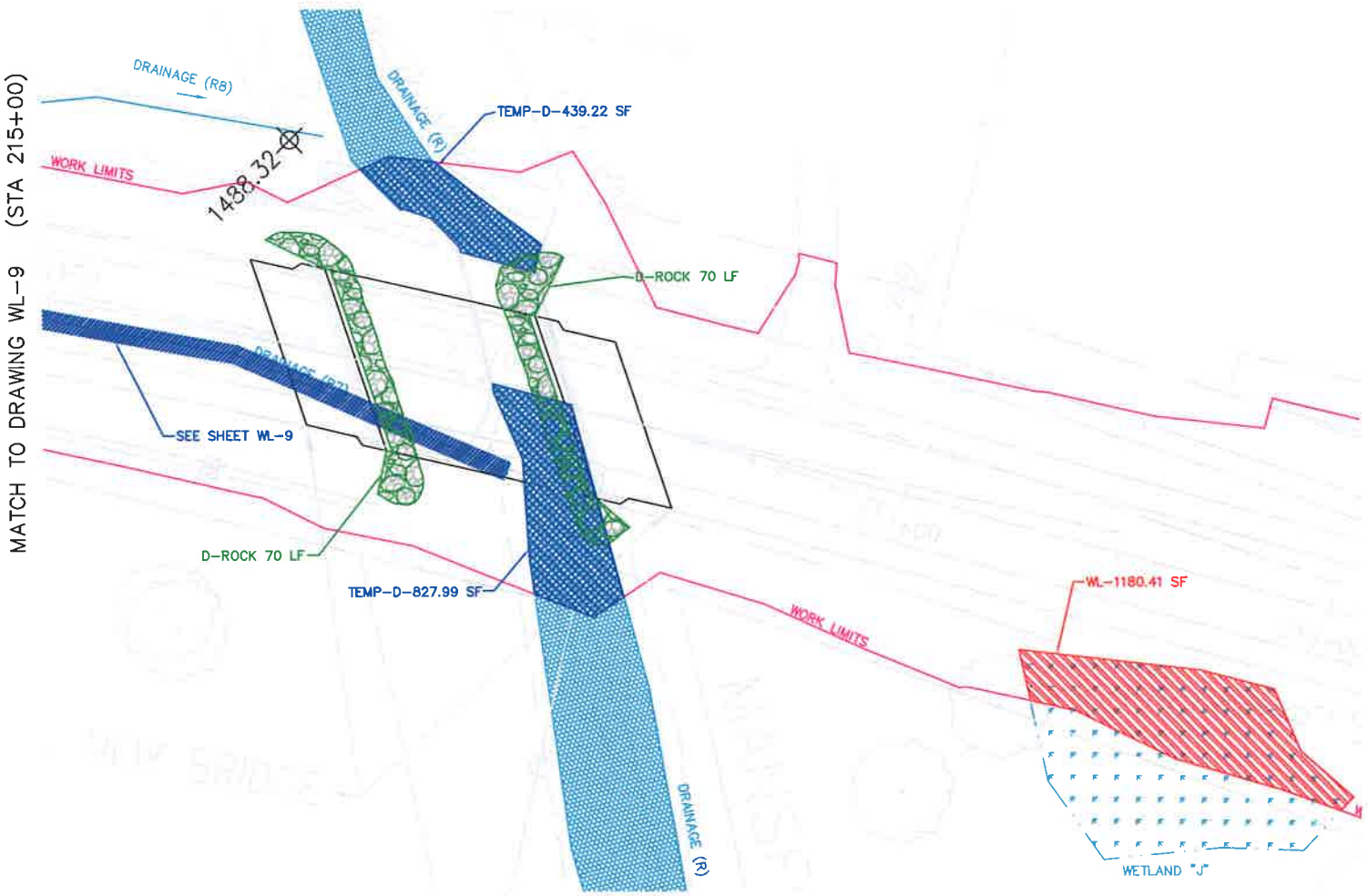
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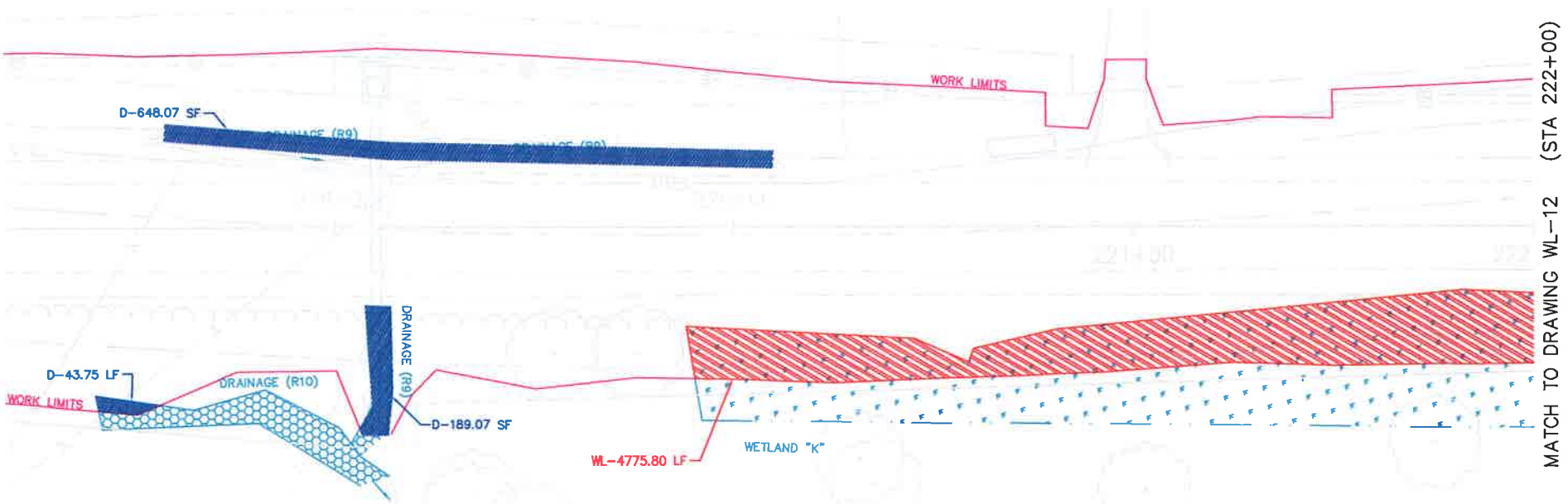
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RIP RAP BELOW
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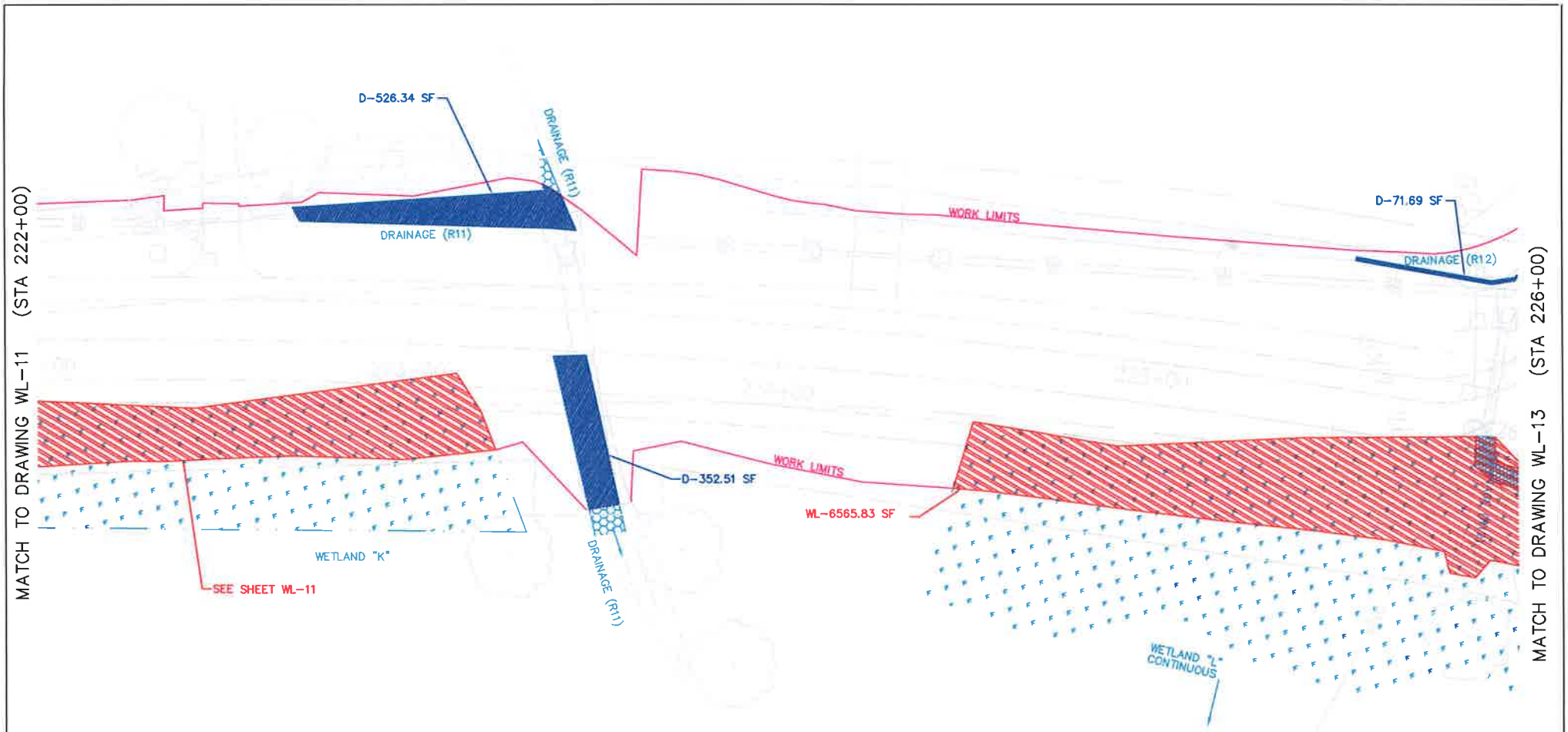
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CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

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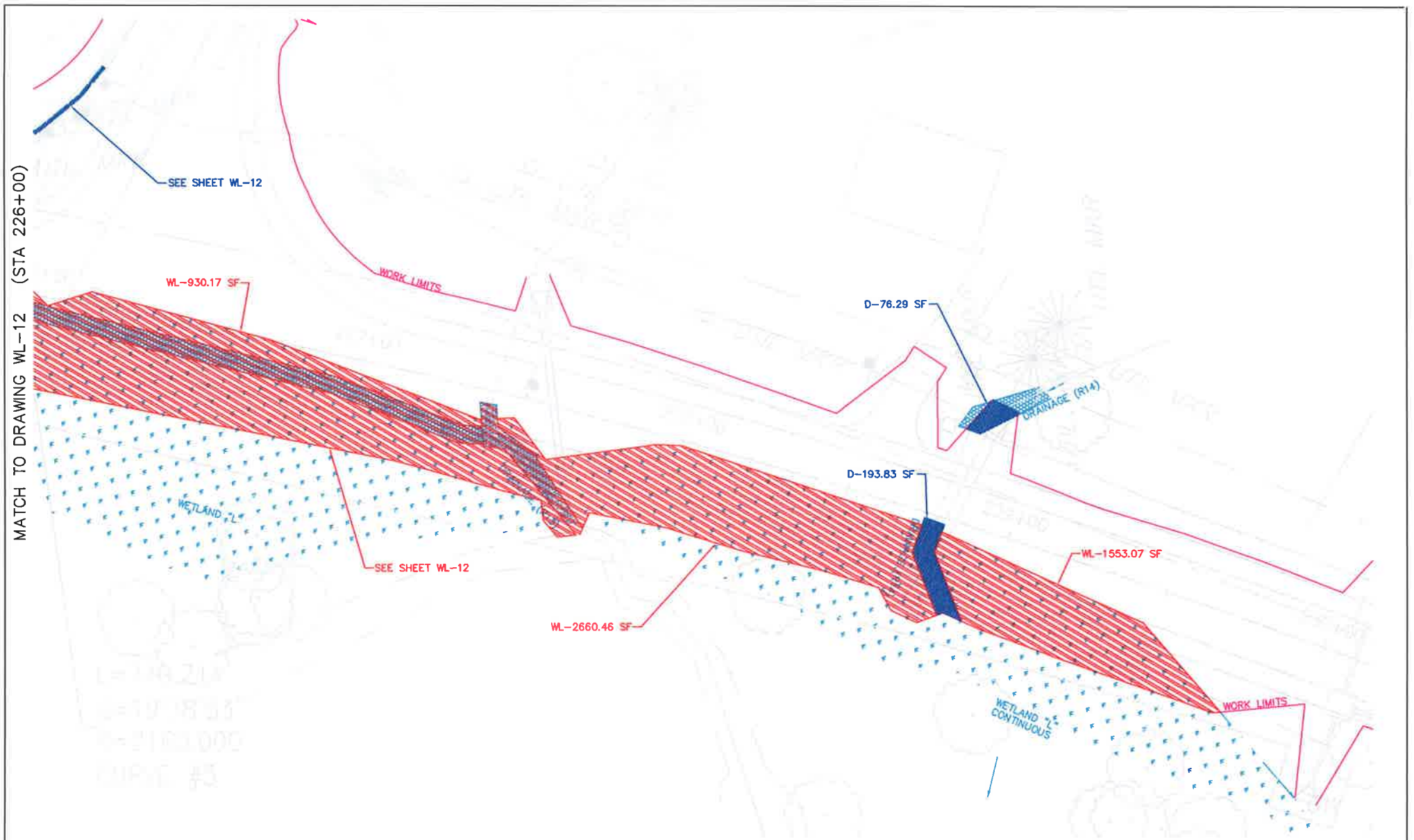
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CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS

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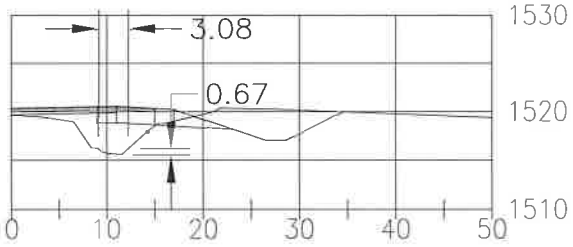


CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS

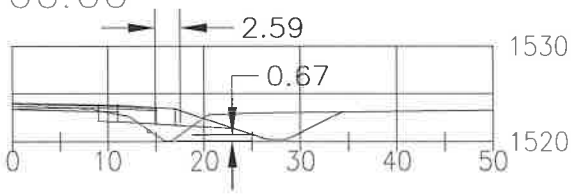
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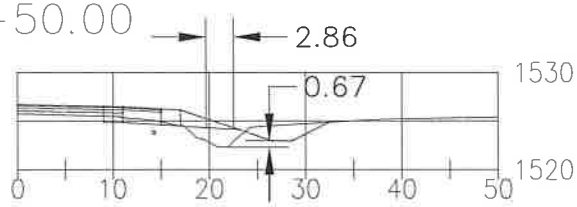
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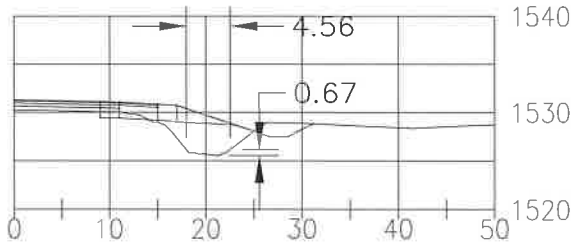
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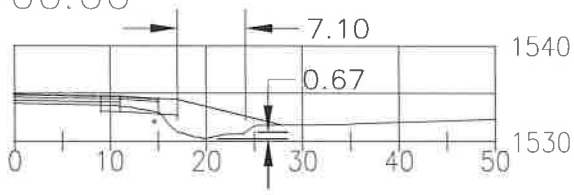
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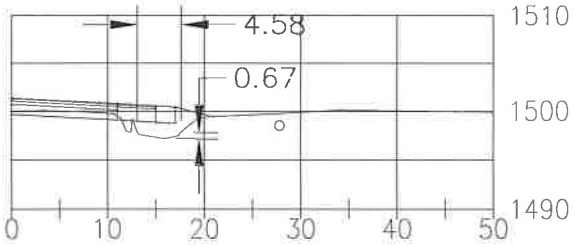
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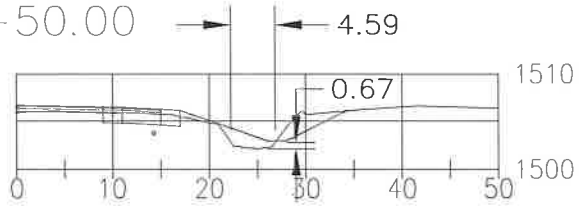
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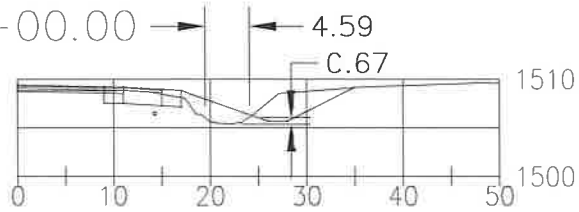
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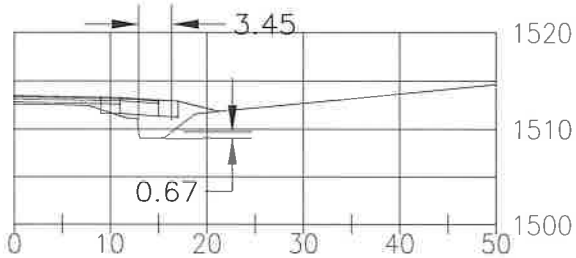
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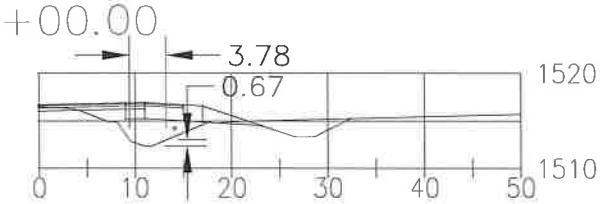
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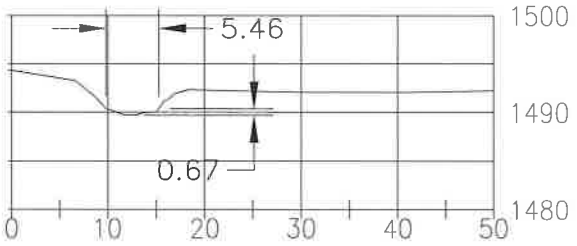


CROSS SECTION USED TO DETERMINE THE IMPACT ON DRAINAGE (R3) THRU (R5),(R7) AND (R9)

STA.	WIDTH OF ORDINARY HIGH WATER (8" OF WATER)
193+00	7.10'
195+00	4.56'
197+50	2.86'
199+00	2.59'
201+00	3.08
203+00	3.78
204+75	3.45'
207+00	4.59'
208+50	4.59'
211+50	4.58'
215+75	+ 5.46'
	46.64'

46.64'/11=4.24' AVERAGE WIDTH OF ORDINARY HIGH WATER FOR DRAINAGE (R3) THRU (R5),(R7) AND (R9)

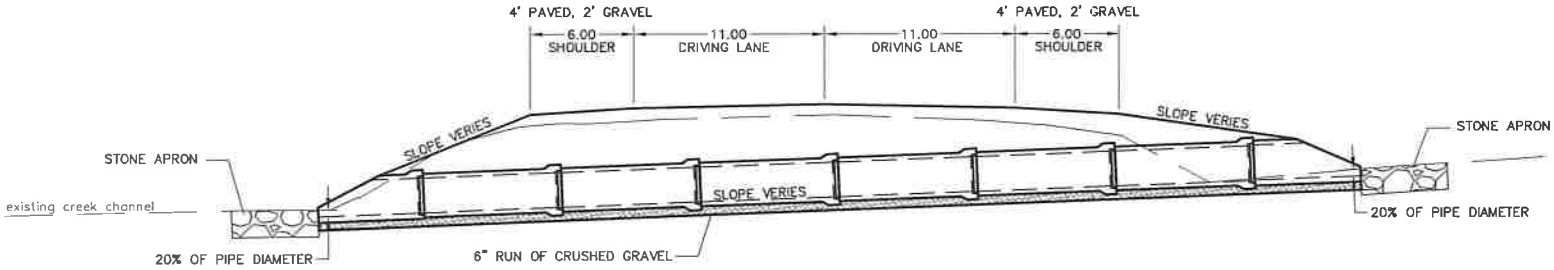
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CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

CR13 WETLAND IMPACT
WL-14

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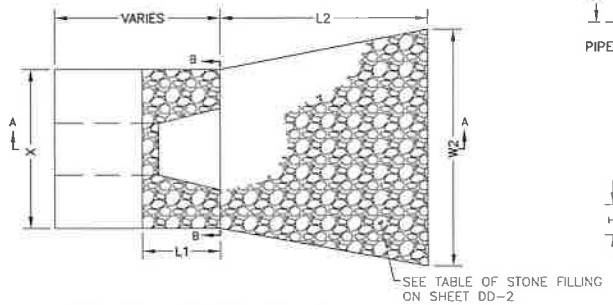


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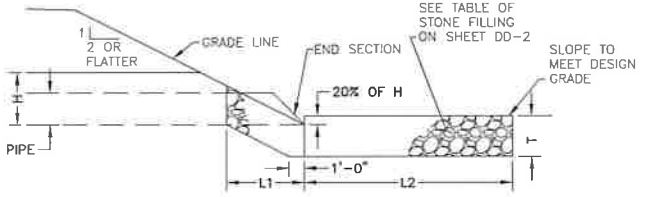
STONE APRON TABLE

#	PIPE SIZE	H FT.	T FT.	X FT.	W1 FT.	W2 FT.	L1 FT.	L2 FT.
20	12" HDPE	1	1.5	5	4.33	6.5	2	2.5
1	15" HDPE	1.25	1.5	5.25	4.83	7.25	2.5	3.5
2	18" HDPE	1.5	1.5	5.5	5.5	8.25	3	4
6	24" RCP	2	1.5	6	4.5	6.75	6.25	5
6	19"X30"ECP	1.58	1.5	6.5	4.5	7	6	5
2	24"X38"ECP	2	1.5	6	5.75	8.5	6	5
2	34"X53"ECP	2.83	1.5	8.5	7.5	11	8	7
2	38"X60"ECP	3.17	1.5	9	8	12	8	8
2	43"X68"ECP	3.58	1.5	9.67	8.5	12.75	8	9



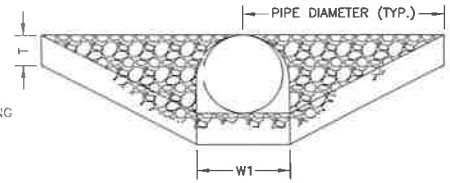
STONE APRON PLAN

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SECTION A–A

NOT TO SCALE



SECTION B–B

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CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

CR13 WETLAND IMPACT
WL-15

SCALE: NOTED		DATE: JAN. 26 2016	
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SWPPP

STORMWATER POLLUTION PREVENTION PLAN

REHABILITATION OF COUNTY ROAD 13

(Maples Rd.) Town of Mansfield
Cattaraugus County, New York

Prepared for:

Cattaraugus County DPW
8810 Route 242
Little Valley, NY 14755

Prepared by:

Greenman-Pedersen, Inc.
4950 Genesee Street, Suite 100
Buffalo, New York 14225

GPI No. BUF-3005000.00

June 27, 2016

REVISION SCHEDULE

This storm water pollution prevention plan (SWPPP) should be revised and updated to address changes in site conditions, new or revised government regulations, and additional on-site storm water pollution controls.

All revisions to the SWPPP must be documented on the SWPPP Revision Documentation Form. The authorized facility representative who approves the SWPPP should be an individual at or near the top of the facility's management organization, such as the president, vice president, construction manager, site supervisor, or environmental manager. The signature of this representative attests that the SWPPP revision information is true and accurate. Previous authors and facility representatives are not responsible for the revisions.

SWPPP Revision Documentation Form

Date	Author	Description

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F. Site Inspection Log Book
G. Notice of Termination (NOT) Form

EXHIBITS

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2. Pre Developed Watershed Delineation Map
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3. Post Developed Watershed Delineation Map
3A. Post Developed Watershed Delineation Map
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1.0 INTRODUCTION

1.1 REPORT OBJECTIVES

The purpose of this plan is to document the means and methods for controlling runoff and pollutants from the Project Site during and after construction activities. The principal objective of a SWPPP is to comply with the State Pollution Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities by planning and implementing the following practices:

Reduction or elimination of erosion and sediment loading to waterbodies during construction;
Control of the impact of stormwater runoff on the water quality of the receiving waters;
Control of the increased volume and peak rate of runoff during and after construction; and
Maintenance of stormwater controls during and after construction.

The SWPPP is prepared in accordance with the following guidance documents:

New York State Standards and Specifications for Erosion and Sediment Control, New York State Department of Environmental Conservation, August 2005;
New York State Stormwater Management Design Manual, New York State Department of Environmental Conservation, August 2010; and *SPDES General Permit for Stormwater Discharges from Construction Activities, GP-0-15-002.*

A copy of *SPDES General Permit for Stormwater Discharges from Construction Activities, GP-0-15-002*, is provided in Appendix B. A copy of the Notice of Intent (NOI) form is provided in Appendix C.

1.2 CONTACT INFORMATION

Client referred to herein as "the Owner" and selected Contractor(s), shall maintain a copy of this SWPPP on site for the duration of the construction process.

For additional information regarding this project, contact the following:

Greenman-Pedersen, Inc.

Thomas J. Plotar, P.E.
SWPPP Preparer
4950 Genesee St., Suite 100
Buffalo, NY 14225

Phone: (716) 633-4844
Fax: (716) 633-4940
Email: tplotar@gpinet.com

Cattaraugus County DPW

Mark C. Burr, P.E.
Director of Engineering
8810 Route 242
Little Valley, New York 14755

Phone: (716) 938-9121
Fax: (716) 938-2754
Email: mcburr@cattco.org

1.3 GENERAL PROJECT DESCRIPTION

This project is located on County Road 13 (Maple Road) in the Town of Mansfield, Cattaraugus County. The project begins at the intersection of CR 13 with Hencoop Hollow Road and Kent Road and ends at the southerly end of Mansfield Bridge No. 54, BIN 3322590. Several highway and culvert features along the project length have deficiencies that need to be addressed in order to improve the operational and functional characteristics of the road.

The site linear and is approximately 6,760'± in length. The project area is approximately 8.69 acres.

The existing site is a paved roadway with grass and trees and ditches along the roadside. The existing site drainage flows to an unnamed tributary of Mansfield Creek. Mansfield Creek flows to the South Branch of Cattaraugus Creek which flows to Cattaraugus Creek which flows to Lake Erie.

It is proposed that the on-site stormwater from the development will be collected in a combination of overland flow, open ditches, and stormwater piping. The scope of the project includes replacing the County Road 13 Bridge over the unnamed tributary of Mansfield Creek, resurfacing about 4,215 lineal feet (2.42 acres) of CR 13, and full depth reconstruction of 2,542 lineal feet (1.42 acres) of CR 13. Additionally, the entire length will be widened from 25 feet to 30 feet.

Soil disturbance activities will include: clearing and grubbing, grading, excavation for roadway, shoulders, ditches and stormwater pipes, excavation for new bridge foundations, construction of driveways, final grading, landscaping, mulch, and seeding.

The project is a combination of routine maintenance, redevelopment, and new development. Since the increase in impervious area is extremely minor compared to the overall contributing watershed, and the space available for stormwater detention limited, a downstream analysis was performed to determine the need for stormwater quantity storage. Through the downstream analysis it was determined the peak flow rates would increase by less than 0.02 % for the entire watershed at the downstream limit of the project area.

Stream channel protection, water quality treatment, and runoff reduction will be provided by means of a dry swale along the west side of CR 13.

Stormwater quantity and quality are designed in accordance with the New York State Stormwater Design Manual, August 2010, and the requirements of the SPDES General Permit for Stormwater Discharges from Construction Activities, GP-0-15-002 and the County of Cattaraugus standards for stormwater management.

2.0 EXISTING SITE CONDITIONS

2.1 LOCATION

The project site is located in the Town of Mansfield, Cattaraugus County, New York. The project begins at the intersection of CR 13 with Hencoop Hollow Road and Kent Road and ends at the southerly end of Mansfield Bridge No. 54, BIN 3322590. The project location in relation to major roads is provided on Exhibit 1 – Site Location Map.

2.2 SITE DESCRIPTION

The existing site is a paved roadway with grass and trees and ditches along the roadside. The existing site drainage flows to an unnamed tributary of Mansfield Creek. Mansfield Creek flows to the South Branch of Cattaraugus Creek which flows to Cattaraugus Creek which flows to Lake Erie. Several highway and culvert features along the project length have deficiencies that need to be addressed, and the bridge over unnamed tributary replaced, in order to improve the operational and functional characteristics of the road.

An offsite watershed of about 2,607 acres drains to or receives runoff from the project site.

The evaluation of the peak discharge rates involves analysis for the 1, 10, 25, 50 and the 100-Year 24-Hour storm. The computer printout data for determination of the curve number (CN) and time of concentration (Tc) for each of the three drainage areas are presented in Appendix D. The model input data and results are also presented in Appendix D.

The existing conditions watershed boundaries for the project are delineated on Exhibits 2.

2.3 SOILS

The watershed soils consist of the following hydrologic soils as described by the USDA.

Type 'A'	3.9%
Type 'B'	20.8%
Type 'C'	45.4%
Type 'D'	29.8%
Water	0.1%

Exhibit 4 - Site Soil Map, depicts the various soil types identified within the project area, both on-site and offsite. The soil map and soil types were obtained from the USDA Natural Resources Conservation Service, Web Soil Survey. The results are summarized below:

SOIL SYMBOL	SOIL NAME & DESCRIPTION	HYDROLOGIC SOIL GROUP
1	Udifluvents and Fluvaquents, frequently flooded	A
11B	Ischua channery silt loam, 3 to 8 percent slopes	C/D
11C	Ischua channery silt loam, 8 to 15 percent slopes	C/D
11D	Ischua channery silt loam, 15 to 25 percent slopes	C/D
11E	Ischua channery silt loam, 25 to 35 percent slopes	C/D
16C	Almond silt loam, 8 to 15 percent slopes	C/D
17B	Salamanca silt loam, 3 to 8 percent slopes	C/D
17D	Salamanca silt loam, 15 to 25 percent slopes	C/D
25B	Chenango gravelly silt loam, 3 to 8 percent slopes	A
25D	Chenango gravelly silt loam, 15 to 25 percent slopes	A
26B	Chenango channery silt loam, fan, 3 to 8 percent slopes	A
27A	Castile gravelly silt loam, 0 to 3 percent slopes	A/D
32A	Churchville silt loam, 0 to 3 percent slopes	C/D
32B	Churchville silt loam, 3 to 8 percent slopes	C/D
36	Canadice silty clay loam	D
49A	Red Hook silt loam, 0 to 3 percent slopes	B/D

51E	Chadakoin channery silt loam, 25 to 35 percent slopes	B
51F	Chadakoin channery silt loam, 35 to 50 percent slopes	B
52B	Valois gravelly silt loam, 3 to 8 percent slopes	B
52C	Valois gravelly silt loam, 8 to 15 percent slopes	B
52D	Valois gravelly silt loam, 15 to 25 percent slopes	B
53C	Valois-Volusia-Mardin complex, 3 to 15 percent slopes	D
58B	Rushford channery silt loam, 3 to 8 percent slopes	D
58C	Rushford channery silt loam, 8 to 15 percent slopes	D
59B	Yorkshire channery silt loam, 3 to 8 percent slopes	D
59C	Yorkshire channery silt loam, 8 to 15 percent slopes	D
59D	Yorkshire channery silt loam, 15 to 25 percent slopes	D
60B	Napoli silt loam, 3 to 8 percent slopes	C/D
60C	Napoli silt loam, 8 to 15 percent slopes	C/D
60D	Napoli silt loam, 15 to 25 percent slopes	C/D
61B	Schuyler silt loam, 3 to 8 percent slopes	C/D
62D	Mardin channery silt loam, 15 to 25 percent slopes	D
67A	Dalton silt loam, 0 to 3 percent slopes	D
68B	Volusia channery silt loam, 3 to 8 percent slopes	D
68C	Volusia channery silt loam, 8 to 15 percent slopes	D
71F	Mongaup channery silt loam, 35 to 70 percent slopes, very stony	C
72C	Towerville silt loam, 8 to 15 percent slopes	C/D
72D	Towerville silt loam, 15 to 25 percent slopes	C/D
72E	Towerville silt loam, 25 to 35 percent slopes	C/D
73C	Gretor channery silt loam, 8 to 15 percent slopes	C/D
W	Water	

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow filtration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural conditions are in group D are assigned to dual classes.

2.4 HISTORIC PLACES

The New York State Office of Park, Recreation and Historic Preservation in a letter dated 11-22-2010 stated that in their opinion this project will have No Effects upon cultural resources in or eligible for inclusion in the National Registers of Historic Places. See Appendix A for correspondence.

2.5 STORMWATER RUNOFF

Rainfall on pervious areas will initially infiltrate into the ground surface. During more intense rainfall events stormwater on the soil surface may saturate the soil and subsequently run off along with the runoff from impervious areas into the manmade and naturally occurring drainage ditches and channels in the area. The mostly open storm conveyance system will be installed to collect stormwater runoff and direct it to the unnamed tributary of Mansfield Creek, and thence Mansfield Creek.

3.0 PROPOSED SITE CONDITIONS

The CR 13 road reconstruction project call for resurfacing 4,215± lineal feet of the existing roadway, full depth reconstruction of another 2,540± lineal feet, widening of the shoulders by 2.5 feet on each side, replacement of numerous cross culverts and driveway culverts, and replacement of the CR 13 bridge over the unnamed tributary of Mansfield Creek. A dry swale will be installed along the westerly side of the road to provide for the stream channel protection volume, water quality treatment, and runoff reduction.

3.1 GENERAL SITE IMPROVEMENTS

The land use characteristics of the watershed area for pre and post project site conditions are summarized in the following table:

Watershed Subarea (I.D)	Paved Roadway and Shoulder (ac)	Vegetated ROW (ac)
On-Site		
Pre	3.909	4.777
Post	4.665	4.021

The 8.686+/- acres of the project area will be widened from a 25 foot roadway and paved shoulder to a 30 foot roadway and paved shoulder.

3.2 WATERSHED BOUNDARY

The post developed watershed boundary at the northern most end of the project site includes the 8.686 acre project area and 2,607 contributing offsite watershed draining to the unnamed tributary of Mansfield Creek. The watershed delineation map can be found on Exhibit 3.

4.0 HYDROLOGIC AND HYDRAULIC ANALYSIS

4.1 GENERAL

The hydrologic study analyzed the pre and post project runoff rates to determine if stormwater quantity practices are required to meet the standards set forth in the New York State Stormwater Management Design Manual, January 2015. The project involves the widening of the overall pavement width (roadway plus shoulder) from 25 feet to 30 feet. This will result in a slight increase in the rate of runoff from the roadway but will have minimal impact downstream. In accordance with Section 4.10 of the NYS Stormwater Management Design Manual a downstream analysis of the overbank (10 year storm) and extreme flood (100 year storm) was performed to evaluate the effects of the increased runoff from the widened pavement on the downstream watershed. The 10% rule was employed for the analysis such that the site, CR. 13 roadway reconstruction area, represents 10% of the total discharge area. If the peak flow rate increases by less than 5% of the pre project condition for the 10 year and 100 year storm, and no downstream structures or building are impacted, stormwater quantity facilities can be waived.

The total impervious area will increase from 3.909 acres to 4.655 acres for the 6,757 lineal feet of roadway which includes a bridge replacement. The road drainage discharges into the unnamed tributary of Mansfield Creek which discharges into Mansfield Creek. The analysis point is where the drainage from the entire CR13 reconstruction area discharges into the unnamed tributary of Mansfield Creek. The total drainage area at this point is 2,615.63± acres, much greater than ten times the project area as required.

4.2 ANALYSIS METHOD

The pre and post developed conditions were modeled using the Pond Pack watershed modeling software by Bentley for the runoff and routing analysis. The SCS Unit Hydrograph Method for calculating runoff and peak discharges was utilized.

4.2.1 DESIGN STORMS

The 1 year-24 hour storm, 10 year-24 hour storm, 25 year-24 hour storm, 50 year-24 hour storm, and 100 year-24 hour storm were analyzed for pre-developed and post developed conditions. A type II synthetic rainfall distribution was used for the analysis. The type II distribution is an intense short duration rainfall developed for areas of the northeast United States. 24 hour rainfall amounts for Cattaraugus County were adopted from the Northeast Regional Climate Center (NRCC).

24-HOUR RAINFALL	
Design Storm	Rainfall (in)
1-Year	2.02
10-Year	3.50
25-Year	4.36
50-Year	5.15
100-Year	6.09

4.2.2 RUNOFF CURVE NUMBER

The runoff curve number (CN) is an index developed by the Soil Conservation Service (SCS), now called the Natural Resource Conservation Service (NRCS), to represent the potential for storm water runoff within a watershed. The curve number is a function of land use, soil type and soil moisture.

CN values for the post-developed site are summarized in the following table.

Land Use	Hydrologic Soil Group	Runoff Curve Number
Paved Roadway & Shoulder	A	98
	B	98
	C	98
	D	98
Vegetated ROW	A	39
	B	61
	C	74
	D	80
Paved Road; open ditches (w/right-of-way)	A	83
	B	89
	C	92
	D	93

4.2.3 TIME OF CONCENTRATION

The time of concentration (Tc) value is utilized in the modeling of stormwater runoff for a site. Time of concentration is the duration that it takes for runoff to travel from the hydraulically most distant point of the watershed to a point of interest (outfall) within the watershed. The time of concentration is dependent on the velocity of the runoff, and is a function of the surface roughness, slope of the surface, and flow segment length.

4.3 PRE-DEVELOPED AND POST-DEVELOPED RUNOFF ANALYSIS SUMMARY

The predeveloped and post developed analysis considers all site flow discharging to the existing box culvert at Rapids Road, this includes all of Phases 4 & 5, and a portion of the previous phases.

The following tables summarizes the peak flow, in cubic feet per second (cfs), and the runoff volume, in acre-feet (ac-ft.) expected to be discharged from the project area under pre-developed and post-developed conditions. Both the pre-developed and post-developed

summary tables include offsite runoff running through and/or being diverted around the project site. The Post Developed results also summarize the inflow and outflow rates, runoff volume, storage volume and peak elevation in the retention pond.

4.3.1 EXISTING CONDITIONS RUNOFF SUMMARY

An existing conditions analysis was performed for the project site and contributing offsite watershed. The results at the most downstream end of the project drainage system are summarized in the following table. The existing conditions analysis is reproduced in its' entirety in Appendix D.

Runoff from the project site and contributing watershed in the unnamed tributary to Mansfield Creek about 800 feet north of the Maples Road (CR 13) – Holster Hill Road intersection:

1 Year–24 Hour Storm	
Peak Runoff Rate	98.25 cfs
Volume of Runoff	50.948 ac-ft

10 Year–24 Hour Storm	
Peak Runoff Rate	480.10 cfs
Volume of Runoff	208.463 ac-ft

25 Year–24 Hour Storm	
Peak Runoff Rate	783.00 cfs
Volume of Runoff	326.637 ac-ft

50 Year–24 Hour Storm	
Peak Runoff Rate	1,090.84 cfs
Volume of Runoff	446.229 ac-ft

100 Year–24 Hour Storm	
Peak Runoff Rate	1,481.47 cfs
Volume of Runoff	598.593 ac-ft

4.3.2 POST DEVELOPED RUNOFF SUMMARY & CHANNEL PROTECTION REQUIREMENT

The following results summarizes the analysis for the proposed project site and contributing offsite at the most downstream end of the project drainage system. The existing conditions analysis is reproduced in its' entirety in Appendix D.

Total Runoff from the proposed project site and contributing watershed in the unnamed tributary to Mansfield Creek about 800 feet north of the Maples Road (CR 13) – Holster Hill Road intersection:

1 Year–24 Hour Storm	
Peak Runoff Rate	98.27 cfs
Volume of Runoff	50.973 ac-ft

10 Year–24 Hour Storm	
Peak Runoff Rate	480.14 cfs
Volume of Runoff	208.522 ac-ft

25 Year–24 Hour Storm	
Peak Runoff Rate	783.06 cfs
Volume of Runoff	326.715 ac-ft

50 Year–24 Hour Storm	
Peak Runoff Rate	1,090.89 cfs
Volume of Runoff	446.322 ac-ft

100 Year–24 Hour Storm	
Peak Runoff Rate	1,481.51 cfs
Volume of Runoff	598.703 ac-ft

Comparison of Predeveloped Flow to Post Developed Flow in the unnamed tributary to Mansfield Creek about 800 feet north of the Maples Road (CR 13) – Holster Hill Road intersection:

1 Year–24 Hour Storm			
	Pre-Developed	Post Developed	Difference
Peak Runoff Rate	98.25 cfs	98.27 cfs	+ 0.02 cfs
Volume of Runoff	50.948 ac-ft	50.973 ac-ft	+ 0.025 ac-ft

10 Year–24 Hour Storm			
	Pre-Developed	Post Developed	Difference
Peak Runoff Rate	480.10 cfs	480.14 cfs	+ 0.04 cfs
Volume of Runoff	208.463 ac-ft	208.522 ac-ft	+ 0.059 ac-ft

25 Year–24 Hour Storm			
	Pre-Developed	Post Developed	Difference
Peak Runoff Rate	783.00 cfs	783.06 cfs	+ 0.06 cfs
Volume of Runoff	326.637 ac-ft	326.715 ac-ft	+ 0.078 ac-ft

50 Year–24 Hour Storm			
	Pre-Developed	Post Developed	Difference
Peak Runoff Rate	1,090.84 cfs	1,090.89 cfs	+ 0.05 cfs
Volume of Runoff	446.229 ac-ft	446.322 ac-ft	+ 0.093 ac-ft

100 Year– 24 Hour Storm			
	Pre-Developed	Post Developed	Difference
Peak Runoff Rate	1,481.47 cfs	1,481.51 cfs	+ 0.04 cfs
Volume of Runoff	598.593 ac-ft	598.703 ac-ft	+ 0.110 ac-ft

The stream channel protection volume was determined to be 0.054 ac-ft for the new development portion of the project. This will be provided for with the dry swale designed for water quality treatment and runoff reduction.

The computer modeling results for the pre-developed and post-developed analysis is contained in Appendix D.

5.0 STORMWATER QUALITY REQUIREMENTS (WQv)

During construction, site hydrology will change due to clearing, stripping and grading. Once the project is completed the impervious area will increase by 0.347 acres and include a reconstruction (redevelopment) area of 0.653 acres. The NYS Stormwater Management Design Manual requires water quality treatment for 100% of the new impervious and 25% of the redevelopment area when using standard treatment practices.

$WQv = (N + 0.25R)(P)(Rv)(A) / 12$

$WQv = (0.347 + 0.25(0.653))(1.0)(0.366)(2.176) / 12$
$WQv = 0.088$ ac-ft $= 3{,}829$ ft^3

To mitigate these effects a dry swale will be constructed along the western side of Maples Road (CR 13).

$WQv_{provided}$ 0.089 ac-ft > $WQv_{required}$ 0.088 ac-ft ✓ ***Good***

Stormwater Quality Volume calculations can be found in Appendix D.

6.0 RUNOFF REDUCTION REQUIREMENTS (RRv)

Runoff Reduction volume is defined as the reduction of the total water quality volume by the application of green infrastructure techniques and SMP's that aim to replicate pre-development hydrology. Along with a good site plan that reduces disturbance and minimizes impervious area, the following techniques as described by the NYS Stormwater Management Design Manual, may be implemented to achieve runoff reduction.

- Conservation of Natural Areas
- Sheetflow to Riparian Buffers or filter strips

- Vegetated Open Swales
- Tree Planting/Tree box
- Disconnection of Rooftop Runoff
- Stream Daylighting
- Rain Gardens
- Green Roofs
- Stormwater Planters
- Rain Tanks/Cisterns
- Porous Pavement
- Standard SMPs with RRv Capacity; Infiltration Practices, Bioretention Practice, Dry Swale (Open Channel Practice)

Total Runoff Reduction required for this site:

As per NYSDEC direction site stormwater design is to provide Runoff Reduction for the new impervious area resulting from widening the pavement width from 25 feet to 30 feet.

New Development Area = 0.756 acres

$RR_v = WQ_v = [(1.0)(0.05 + 0.009\ (100))(0.756)]/12 = 0.0599$ ac-ft = 2,607 ft^3

Minimum RRv

RRv_{min} = (P * Rv * Aic * S) /12

Where *S*= Specific Reduction Factor;

S = 0.55 for HSG A
S = 0.40 for HSG B
S = 0.30 for HSG C
S = 0.20 for HSG D

Site Soil Composition:

30% Type "A"
60% Type "B"
10 % Type 'D'
S = 0.425

Rv = 0.95
Aic = Imp. Area = 0.756

$RRv_{min} = [(1.0)(0.95)(0.756)(0.425) / 12 = 0.02544$ac-ft = 1,108 ft^3

RRv_{min} = 0.02544ac-ft = 1,108 ft^3

This project utilizes *3,100 lineal feet of dry swale to achieve the water quality volume of 0.88 ac-ft and minimum* RRv of 0. 02544 ac-ft.

Dry Swale

Bottom Width = 2 ft.
Side Slopes = 3 H:1V
Longitudinal Slope = 1.82 %

Contributing Area = 3,100 ft x 30 ft. = 93,000 ft^2 = 2.135 ac.
Contributing Impervious Area = 46,500 ft^2 = 1.067 ac.

$RRv_{provided} = 2{,}015\ ft^3 \geq RRv_{min} = 1{,}108\ ft^3$ ✓ ***Good***

See Appendix D for complete calculations.

7.0 EROSION CONTROL MEASURES

7.1 GENERAL

Structural erosion and sediment control measures are classified as either temporary or permanent, according to how they are used. Temporary structural measures shall be used during construction to prevent offsite sedimentation. Permanent structural measures shall be utilized following construction and shall be implemented to convey surface water safely to the existing drainage ways present in the pre-development condition. The permanent structural measures shall remain in-place and continue to function after the completion of construction. General construction notes and maintenance plan for implementing the temporary and permanent stormwater erosion control structures during and after construction have been developed for the site. The proposed temporary and permanent stormwater and erosion control structures for the project are depicted on the attached drawings.

The owner or operator shall have each of the contractors and subcontractors identify at least one person from their company that will be responsible for implementation of the SWPPP. This person shall be known as the trained contractor. The owner or operator shall ensure that at least one trained contractor is on site on a daily basis when soil disturbance activities are being performed. Erosion control measures shall be inspected weekly by a qualified professional experienced in erosion and sedimentation control techniques until the site is completely stabilized. If more than 5 acres are disturbed at any one time the inspection frequency by a qualified professional shall increase to twice weekly. Town approval is required to disturb more than 5 acres at any one time. Inspections of erosion control structures are described under Section 9.0 – Site Assessment and Inspection, and shall be in accordance with *SPDES General Permit for Stormwater Discharges from Construction Activities, GP-0-15-002*. The Owner is responsible for filing a Notice of Intent (NOI) Form with NYSDEC prior to commencement of construction activities for the project site. A copy of the signed NOI and the NYSDEC acknowledgement letter is provided as Appendix C.

7.2 TEMPORARY STRUCTURE MEASURES

This subsection describes the specific temporary control measures that are to be implemented and additional measures that may be added during construction to reduce and/or eliminate erosion and sedimentation during the construction phase of this project.

7.2.1 EARTH DIKE

A temporary berm or ridge of compacted soil, located in such a manner as to channel water to a desired location. The purpose of an earth dike is to direct runoff to a sediment trapping device, thereby reducing the potential for erosion and off site sedimentation. Earth dikes can also be used for diverting clean water away from disturbed areas.

7.2.2 TEMPORARY SWALE

A temporary excavated drainage way. The purpose of a temporary swale is to prevent runoff from entering disturbed areas by intercepting and diverting it to a stabilized outlet to intercept sediment laden water and divert it to a sediment trapping device.

7.2.3 PERIMETER DIKE/SWALE

A temporary of soil excavated from an adjoining swale located along the perimeter of the site or disturbed area. The purpose of a perimeter dike/swale is to prevent off site storm runoff from entering a disturbed area to prevent sediment laden storm runoff from leaving the construction site or disturbed area.

7.2.4 SILT FENCE

A temporary barrier of geotextile fabric (filter cloth) shall be used to intercept sediment-laden runoff along the borders of disturbed site areas during construction. The geotextile filter fabric fence requires periodic maintenance and should be checked for tears or clogging with silt or debris. Silt can be removed from the woven filter cloth with a stiff brush if clogging occurs. Standard details for silt fence installation are presented in Appendix E, as well as, shown on the accompanying drawings.

7.2.5 STONE CHECK DAMS

Stone check dams shall be used to limit erosion by reducing velocities within drainage channels. The check dams shall be spaced as necessary so the crest of the downstream dam is at the elevation of the toe of the upstream dam. Stone for check dams shall consist of a well-graded mixture of field stone or rough quarry stone the meets the grading requirements of NYSDOT Item 620.03M – Stone Filling (light). The maximum drainage area above the check dam shall not exceed two acres. A standard detail for a temporary stone check dam is provided in Appendix E, as well as shown on the accompanying drawings.

7.2.6 SEDIMENT TRAPS

A temporary sediment trap shall be utilized during construction to intercept sediment-laden runoff and retain sediment prior to discharge. Temporary sediment traps shall be installed in the areas of construction prior to any earth disturbance. The sediment traps shall be placed where they will collect runoff prior to leaving the site, and will consist of excavating a large depression into existing soils. Sediment traps will be limited to maximum drainage areas of 2 acres and provide sediment storage volume of 3,600 cubic feet (cf) for each acre of drainage area. A standard detail for a temporary sediment trap is provided in Appendix E, as well as shown on the accompanying drawings.

7.2.7 DUST CONTROL

The control of dust resulting from land–disturbing activities on construction roads, access points, and other disturbed areas subject to surface dust movement and dust blowing where off-site damage may occur if dust is not controlled. To prevent surface and air movement of dust from disturbed soil surfaces that may cause off-site damage, health hazards, and traffic safety problems.

7.2.8 SUMP PIT

A temporary pit which is constructed to trap and filter water for pumping to a suitable drainage area.

7.2.9 SEDIMENT FILTER BAGS

Sediment filter bags shall be utilized during construction to filter water being pumped during excavation. The filter bags lie on the vegetated ground and sediment-laden water is pumped into the bag. The bag's geotextile filter cloth acts as a baffler to the sediment, retaining the sediment inside of the filter bag, and discharging the sediment free water.

7.2.10 TEMPORARY SEED & MULCH

Temporary seed and mulch will be applied within 100' of all wetlands and culvert crossings. Annual rye seed and 90% mulch coverage will be applied. Notes and application tables are provided on the accompanying drawings.

7.3 PERMANENT STRUCTURAL MEASURES

7.3.1 RIPRAP OUTLET PROTECTION

Riprap outlet protection shall be placed at the inlet and/or outlet of culverts and channels as called for on the design plans for the purpose of reducing the depth, velocity, and energy of water, such that the flow will not erode the receiving downstream reach. Stone for riprap shall consist of a well-graded mixture of field stone or rough quarry stone and shall be hard and angular, and of a quality that will not disintegrate on exposure to water or weathering. A well-graded mixture is defined as a mixture composed primarily of larger stone sizes, but with a sufficient mixture of other sizes to fill the smaller voids between the stones. Stone used for riprap shall meet the grading requirements of NYSDOT Item 620.03 – Stone Filling (light). The minimum blanket thickness shall be 18". A standard detail for Riprap Outlet Protection is provided on the accompanying drawings.

7.3.2 LAND GRADING

Reshaping of the existing land surface in accordance with a plan as determined by engineering survey and layout.

7.3.3 SURFACE ROUGHENING

Roughening a bare soil surface whether through creating horizontal grooves across a slope, stair-stepping, or tracking with construction equipment. To aid the establishment of vegetative cover from seed, to reduce runoff velocity and increase infiltration, and to reduce erosion and provide for trapping of sediment.

7.3.4 DRY SWALE

3,100 lineal feet of Dry Swale is to be constructed in accordance with the design plans to remove pollutions from stormwater runoff before discharging into natural occurring waterbodies and provide stream channel protection volume storage. The Dry Swale Soil shall meet the material and testing requirements of NYSDOT Item No. 208.01030022 and NYSDOT Item No. 208.01040022.

7.4 MAINTENANCE OF TEMPORARY AND PERMANENT CONTROL STRUCTURES

7.4.1 TEMPORARY & PERMANENT STORMWATER FACILITIES DURING CONSTRUCTION

Temporary stormwater and erosion control structures must be constructed in accordance with their design intent and maintained to prevent sediment-laden runoff from leaving the site during construction. In general, the temporary structures during construction should be inspected by a qualified professional at least one every seven calendar-days for disturbance areas under five acres and twice every seven calendar-days for sites with disturbance areas greater than five acres, and maintained as follows:

a. Runoff Control

Install necessary runoff controls after sediment traps are installed and before land grading starts.

Control the runoff in each small drainage area before flow reaches runoff from entire site.

Divert offsite or clean runoff from disturbed areas.

Convey surface flows from highly erodible soil and steep slopes to more suitable stable areas.

Runoff from existing or proposed cut and fill slopes will be redirected to lower water velocity without causing erosion.

Final site drainage is designed on the plans to prevent erosion, concentrated flows to adjacent properties, uncontrolled overflow, and ponding.

b. Stabilized construction entrance: Inspect weekly and after each rainfall event. Maintain the entrance in a condition that will prevent tracking of sediment onto public rights-of-way or streets. This may require periodic top dressing with additional aggregate. All sediment spilled, dropped, or washed onto public rights-of-way must be removed immediately. When necessary, wheels must be cleaned to remove sediment prior to entrance onto public rights-of-way. When washing is required, it shall be done on an area stabilized with aggregate, which drains into an approved sediment-trapping device. All sediment shall be prevented from entering storm drains, ditches, or watercourses.

c. Silt fence, straw bale dike, and sediment traps: Inspect weekly and after each rainfall event. Remove accumulated sediment when the sediment reaches 50% of capacity; clean, repair, or replace as needed.

d. Check dams: Inspect after each runoff event. Remove sediment accumulated behind the dam when the sediment reaches 50% of the check dam's capacity, to allow channel to drain and prevent large flows from carrying sediment over the dam. Replace stones as needed to maintain design cross section.

e. Sediment filter bags: Inspect daily when being utilized. Cease pumping and remove and replace sediment filter bag when sediment reaches 50% of the filter bag's capacity.

f. Disturbed soil areas: In areas where soil disturbance activities has been temporarily or permanently ceased, temporary and/or permanent soil stabilization measures shall be installed and/or implemented within seven (7) days from the date the soil disturbance activity ceased. The soil stabilization measures selected shall be in conformance with the most current version of the technical standards, New York Standards and Specifications for Erosion and Sediment Control.

Temporary seed and mulch within 100' of wetlands and culvert crossings within 48 hours of a rainfall event or before an expected rainfall event. Inspect every seven calendar days and after each rainfall event. Repair any eroded sediment to original contours and reseed & mulch as needed.

7.4.2 PERMANENT STORMWATER FACILITIES AFTER CONSTRUCTION

Permanent stormwater control structures must be constructed in accordance with their design intent and maintained on a routine basis to remain effective. In general, the structures after construction should be inspected periodically and maintained as follows:

a. Storm drainage systems: Inspect semi-annually and after every heavy rainfall to insure structural integrity, detect vandalism and damage, and for cleaning. Clean, repair, or replace stormwater drainage components (culverts) as required.

b. Riprap outlet protection: Inspect semi-annually and after every heavy rainfall to insure structural integrity and to verify that stone is not by-passed, or developing excessive scour at the stone base, or that sediment has not built up. Remove sediment accumulated within the riprap stone aprons at inlets and outlets of culverts and replace stone, as required.

c. Permanent Lawns and Landscaped Areas: Inspect and maintain on a regular basis, consistent with favorable plant growth, soil, and climatic conditions to insure soil protection and structural integrity of the sites plant cover. Maintenance involves regular seasonal work for mowing, fertilizing, liming, watering, pruning, fire controls, weed and pest control, re-seeding, and timely repairs, as required. Maintenance of vegetative areas shall also include removal of debris and protection from unintended uses or traffic.

d. Dry Swale: Inspect periodically and make any repairs necessary. The retention pond banks and the inlet pipes and outfall structures are to be maintained by the Town of Lockport.

7.5 PRE-CONSTRUCTION ACTIONS:

All Contractors and Sub-Contractors before working on the site must sign a Contractor's Certification found in Section 10.3 of this document.

Resource Protection

Evaluate, mark and protect important trees and associated rooting zones, wetlands, on-site septic systems absorption fields, etc.

Protect existing vegetated areas suitable for filter strips, especially in perimeter areas.

Surface Water Protection

Identify the drainage area in the plan. Divide the site into natural drainage areas.

Divert the off-site clean runoff from entering disturbed areas.

Identify bodies of water located either on site or in the vicinity of the site. Plan appropriate practices to protect on-site or downstream surface water.

Stabilize Construction Staging Area(s)

Establish temporary construction staging area(s) to capture mud and debris from construction vehicles before they enter the public highway.

7.6 CONSTRUCTION SCHEDULE

The order of activities will be as follows:

1. Install sediment and erosion control measures for roadway and culverts.
2. Clear and grub
3. Relocate utilities
4. Install drainage
5. N. Segment: Excavate roadway and build subbase and pavement structure
6. S. Segment: Excavate shoulders, build subbase and shoulders
7. Grade and stabilize remainder of site

8.0 SITE WASTE MANAGEMENT AND SPILL PREVENTION

The following sections provide a description of pollution prevention measures utilized to control litter, construction chemicals, and construction debris from becoming a pollutant source to stormwater discharges. In addition, storage practices to minimize the exposure of materials to stormwater, as well as, spill prevention and response measures are described in this section.

8.1 GENERAL

The following information describes Spill Prevention, Containment, and Countermeasure Planning for the project.
Personnel responsible for the oversight of the petroleum products and hazardous or controlled substances include:

a. Construction Manager
b. Job-site coordination designated by the Construction Manager

8.2 PETROLEUM PRODUCTS AND HAZARDOUS OR CONTROLLED SUBSTANCES

Petroleum products and hazardous or controlled substances will be stored at a temporary storage staging area approved by the Town Engineer. It is anticipated that the following

hazardous or controlled substances and petroleum products may be stored on site, within regulatory approved containers.

a. Gasoline
b. Diesel Fuel
c. Equipment oils and lubricants
d. Commercial Fertilizer

8.3 POLLUTION PREVENTION

The following sections provide a description of pollution prevention measures that will be used to control litter, construction chemicals, and construction debris from becoming a pollutant source to the stormwater discharges. In addition, storage practices to minimize the exposure of materials to stormwater as well as spill prevention and response measure are detailed.

8.3.1 MATERIAL DELIVERY AND STORAGE

a. Locate material storage and delivery areas at a minimum distance of 100 feet away from any drain inlet and surface water bodies.
b. Keep inventory low.
c. Store dry chemicals and bagged materials on pallets.
d. Store all flammable products away from any heat and/or ignition source.
e. Provide secondary containment for liquids.
f. Keep designated storage areas clean and well organized. Contractor to conduct weekly inspections to check for damaged containers, leaks, etc.
g. Comply with State and Local requirements for storage of hazardous waste.
h. During the wet season, cover chemicals, drums, and bagged materials to prevent contact with rainwater (e.g. tarps, bins, structures).
I. During the wet season, cover secondary containment areas to prevent accumulation of water.
j. Keep chemicals labeled and in original containers.
k. Train employees and contractors on the proper use of storage area.

8.3.2 SPILL PREVENTION AND CONTROL

a. Notify all construction workers of the location of materials used to cleanup spills.
b. Store spill cleanup materials on site and near potential spill areas.
c. Keep commercially available spill kits for construction equipment on site.
d. Keep drums, barrels, temporary storage bags, or equivalent materials for containment and transportation on site.
e. Keep absorbent pads, oil booms, mat, or equivalent materials on site.
f. Keep washable, reusable rags for cleaning up small lubricant leaks on site.
g. Train employees and subcontractors on proper spill prevention and control methods.
h. Never hose down or bury dry material spills. Cleanup as much as possible and dispose of properly.
i. In the event of a spill occurrence, the following actions are to be taken:
    - Document the spill and report to the project Construction Manager and Town Designated Inspector.
    - For spills less than 5 gallons on an impervious surface, attempt to confine and clean the spill.

- For spills greater than 5 gallons, attempt to confine the spill and call a remediation contractor if assistance is required with product recovery and containment.
- For spills greater than 5 gallons, report to NYSDEC Region 9 Spill Prevention and response (716-851-7220) within two hours of discovery.
- Provide written documentation of the spill.
- Disposal of recovered materials must be conducted in accordance with State and Federal regulations.

8.3.3 SOLID WASTE MANAGEMENT

a. Provide as many waste bins as needed to keep the site clean of litter and waste.
b. During the wet season, waste bins must be covered to prevent runoff from trash.
c. Collect trash on a daily basis.
d. Arrange for regular waste collection by a licensed trash hauler.
e. Segregate and recycle waste materials (e.g. paints, solvents, oil, etc.).
f. Provide covered waste binds for disposal of all empty products (e.g. paints, solvents, glues, pesticides, etc.).
g. Locate waste container storage area(s) at a minimum distance of 100 feet away from any drain inlet and surface water bodies.
h. Provide secondary containment for hazardous waste containers.
i. Comply with all Local and State solid waste disposal and nuisance requirements.
j. Do not hose out waste containers on site.
k. Train employees and subcontractors to use proper solid waste management.

8.3.4 VEHICLE & EQUIPMENT MAINTENANCE

a. Do not discharge vehicle/machinery wash waters or solvents to storm drains or to surface water bodies.
b. Locate areas for fueling and maintenance at a minimum distance of 100 feet away from any drain inlet and surface water bodies.
c. Any equipment which must be refueled in the field will be refueled from tanks carried to the work site by truck.
d. Prevent spills and leaks during fueling and maintenance operations.
e. Inspect and maintain vehicles regularly to minimize leaks and drips; place drip pans or absorbent materials under leak-prone machinery when idle.
f. Comply with Federal, State, and Local requirements for fuel storage tanks.

8.3.5 LANDSCAPING OPERATIONS

a. Carefully follow manufacturer recommended usage instructions for the application of all fertilizer.
b. Disposal of trees, brush, or other debris in any stream corridor, wetland, or surface water is prohibited.
c. Avoid applications of fertilizers prior to storm events.
d. Apply fertilizers in multiple smaller applications, as opposed to on large application.
e. Train employees and subcontractors in the proper use of landscaped materials and chemicals.

8.3.6 CONCRETE MANAGEMENT

a. Avoid mixing excess amounts of concrete or fresh cement on site.
b. Store concrete, grout, and mortar under cover and away from drainage areas.
c. Designate a wash out area on site and insure that material cannot flow to storm drains, open ditches, streets, or surface water bodies by constructing a temporary pit or bermed area.
d. Concrete from washout area should be allowed to set. Upon completion of the concrete work, the contractor shall break up, remove, and haul away solid concrete that has accumulated in the washout.
e. Train employees and subcontractors in proper concrete waste management.

8.3.7 SANITARY/SEPTIC WASTE MANAGEMENT

a. Located sanitary facilities for convenient access and at a minimum of 100 feet away from drain inlets and surface water bodies.
b. Untreated raw wastewater may not be discharged to land, the storm drain system, or to surface water bodies.
c. Sanitary/septic facilities should be maintained in good working order by a licensed service.
d. Arrange regular waste collection by a licensed hauler before facilities overflow.
e. If washing out of interior or portable toilets is needed, insure that wash water is discharged to land and does not flow into street, the storm drain system, or surface water bodies.

9.0 SITE ASSESSMENT AND INSPECTION

9.1 INITIAL INSPECTION

The owner or operator shall have each of the contractors and subcontractors identify at least one person from their company that will be responsible for implementation of the SWPPP. This person shall be known as the trained contractor. The Owner shall have a qualified professional conduct an assessment of the site prior to the commencement of construction. A qualified professional shall include professional engineers, licensed landscape architects, certified erosion control specialists, or an individual with practical applied construction experience who possesses familiarity with BMP's and erosion and sediment control techniques. The qualified professional shall certify that the appropriate erosion and sediment control methods as described in this SWPPP and as required by the permit have been adequately installed or implemented to ensure overall preparedness of the site for commencement of construction. The qualified professional shall meet the requirements of the *SPDES General Permit for Stormwater Runoff from Construction Activities, GP-0-15-002.*

9.2 INSPECTIONS AND RECORDS DURING CONSTRUCTION

9.2.1 INSPECTION FREQUENCY

After commencement of construction, the owner or operator shall ensure that at least one trained contractor is on site on a daily basis when soil disturbance activities are being performed. Further, the Owner shall have a qualified professional perform site inspections weekly for sites with disturbance areas of less than five (5) acres and twice weekly for sites with disturbance areas of greater than five (5) acres. Prior to filing a Notice of Termination (NOT)

form with NYSDEC for each project site or at the end of the permit term, the Owner shall have the qualified professional perform a final site inspection.

9.2.2 RECORDS DURING INSPECTION

A site map shall be maintained at each project site indicating the extent of all disturbed on-site areas and drainage ways throughout the duration of construction. The site map shall contain all areas expected to undergo initial disturbance or significant site work within every inspection period. The map shall indicate all areas of the site that have undergone temporary or permanent stabilization. All disturbed areas that have not undergone active site work since the previous inspection period shall be noted on the map. All sediment control measures shall be inspected and the degree of accumulation as a percentage of the sediment storage volume shall be recorded. Any maintenance required for installed erosion and sediment control structures shall be noted, and documentation of areas where adjustments are needed to those measures shall be provided. Any deficiencies identified with the implementation of the SWPPP shall be recorded. Digital photographs, with date stamp, shall be taken to clearly show the condition of all practices that have been identified as needing corrective actions. The qualified inspector shall attach paper color copies of the digital photographs to the inspection report being maintained onsite within seven (7) calendar days of the date of the inspection. The qualified inspector shall also take digital photographs, with date stamp, that clearly show the condition of the practice(s) after the corrective action has been completed. The qualified inspector shall attach paper color copies of the digital photographs to the inspection report that documents the completion of the corrective action work within seven (7) calendar days of that inspection.

9.2.3 INSPECTION LOG BOOK

The Owner and selected Contractor(s) shall maintain an inspection logbook, which shall contain a record of all inspection reports for each project site. The logbook shall be maintained on site and shall be made available to the permitting authority upon request. The Owner and/or selected Contractor shall post at the site, in a publicly accessible location, a summary of the site inspection activities on a monthly basis. A copy of the Site Inspection Log Book is provided in Appendix F.

9.2.4 CERTIFICATIONS

At the final site inspection the qualified professional shall certify that the site has undergone final stabilization using either a vegetative or structural stabilization methods, and that all temporary erosion and sedimentation measures have been removed. The Owner shall certify that the requirements of the permit have been satisfied within 48 hours of actually meeting such requirements, and submit a Notice of Termination (NOT) form with NYSDEC. A copy of a typical NOT form is provided in Appendix G.

10.0 SWPPP CERTIFICATION & SITE CONTRACT INFORMATION

10.1 OWNER'S CERTIFICATION & CONTACT INFORMATION

Vern Properties *("the Owner") retained Greenman-Pedersen, Inc. to prepare this SWPPP and agree that the recommendations within this Report and accompanying documents support the requirements set forth by the New York State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Runoff from Construction Activities, GP-0-15-002. The Owner agrees to employ a Contractor who will follow the recommendations of this SWPPP and any requirements set forth by SPDES General Permit GP-0-15-002. The Owner acknowledges the following certification statement referenced from SPDES General Permit GP-0-15-002:*

Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that the qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the systems, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am sure that false statements made herein are punishable as a Class A misdemeanor to Section 210.45 of the Penal Law."

Owner Cattaraugus County DPW

Owner's Representative: _____ Date: _____

Mark C. Burr, P.E.

Title: Director of Engineering

Address: 8810 Route 242

Little Valley, New York 14755

Phone: (716) 938-9121

Fax: (716) 938-2754

10.2 ENGINEER'S CERTIFICATION & CONTACT INFORMATION

Greenman-Pedersen, Inc. understands that the Owner intends to utilize this SWPPP to support an application for a New York State Pollutant Discharge Elimination System 9SPDES) General Permit for Stormwater Runoff from Construction Activity, GP-0-15-002. The SWPPP has been prepared in accordance with the standards outlined in Section 1.1 of this Report and the permit conditions of SPDES General Permit GP-0-15-002. Greenman-Pedersen, LLC acknowledges the following certification statement referenced from SPDES General Permit GP-0-15-002:

Certification Statement

Greenman-Pedersen, Inc.
Engineering and Construction Services
4950 Genesee Street, Suite 100
Buffalo, New York 14225

Phone: (716) 633-4844
Fax: (716) 633-4940

Prepared By: _____ Date: 6/29/16
Thomas J. Plotar, P.E.
Senior Engineer

Checked By: _____ Date: 7/8/16
David F. Pratt, P.E.
Chief Engineer

10.3 CONTRACTOR'S/SUB-CONTRACTOR'S CERTIFICATION & CONTACT INFORMATION

All Contractors and Sub-Contractors agree to the following certification statement referenced from SPDES General Permit GP-0-15-002:

Certification Statement
"I hereby certify that I understand and agree to comply with the terms and conditions of the SWPPP and agree to implement any corrective actions identified by the qualified inspector during a site inspection. I also understand that the owner or operator must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings."

Contractor:_____

Contractor's Representative:_____ Date:_____

Title:_____

Description of SWPPP Responsibility:_____

_____

_____

[1]Company's Trained Contractor:_____

Address:_____

_____

_____

Phone:_____

Fax:_____

[1]Trained Contractor is an employee from the contracting (construction) company that has received four (4) hours of NYS Department of Environmental Conservation endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity. After receiving the initial training, the *trained contractor* shall receive four (4) hours of training every three (3) years. The *trained contractor* will be responsible for the day to day implementation of the SWPPP.

Contractor:_____

Contractor's Representative:_____ Date:_____

Title:_____

Description of SWPPP Responsibility:_____

_____

_____

[1]Company's Trained Contractor:_____

Address:_____

_____

_____

Phone:_____

Fax:_____

Contractor:_____

Contractor's Representative:_____ Date:_____

Title:_____

Description of SWPPP Responsibility:_____

_____

_____

[1]Company's Trained Contractor:_____

Address:_____

_____

_____

Phone:_____

Fax:_____

[1]Trained Contractor is an employee from the contracting (construction) company that has received four (4) hours of NYS Department of Environmental Conservation endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity. After receiving the initial training, the *trained contractor* shall receive four (4) hours of training every three (3) years. The *trained contractor* will be responsible for the day to day implementation of the SWPPP.

Sub-Contractor:_____

Sub-Contractor's Representative:_____ Date:_____

Title:_____

Description of SWPPP Responsibility:_____

_____

_____

[1]Company's Trained Contractor:_____

Address:_____

_____

_____

Phone:_____

Fax:_____

Sub-Contractor:_____

Sub-Contractor's Representative:_____ Date:_____

Title:_____

Description of SWPPP Responsibility:_____

_____

_____

[1]Company's Trained Contractor:_____

Address:_____

_____

_____

Phone:_____

Fax:_____

[1]Trained Contractor is an employee from the contracting (construction) company that has received four (4) hours of NYS Department of Environmental Conservation endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity. After receiving the initial training, the *trained contractor* shall

receive four (4) hours of training every three (3) years. The *trained contractor* will be responsible for the day to day implementation of the SWPPP.

Sub-Contractor:_____

Sub-Contractor's Representative:_____ Date:_____

Title:_____

Description of SWPPP Responsibility:_____

_____

_____

[1]Company's Trained Contractor:_____

Address:_____

_____

_____

Phone:_____

Fax:_____

Sub-Contractor:_____

Sub-Contractor's Representative:_____ Date:_____

Title:_____

Description of SWPPP Responsibility:_____

_____

_____

[1]Company's Trained Contractor:_____

Address:_____

_____

_____

Phone:_____

Fax:_____

[1]Trained Contractor is an employee from the contracting (construction) company that has received four (4) hours of NYS Department of Environmental Conservation endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity. After receiving the initial training, the *trained contractor* shall

receive four (4) hours of training every three (3) years. The *trained contractor* will be responsible for the day to day implementation of the SWPPP.

ATTACHMENT A

NYSDEC PERMIT

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9
270 Michigan Avenue, Buffalo, NY 14203-2915
P: (716) 851-7165 I F: (716) 851-7168
www.dec.ny.gov

March 17, 2016

Mr. Mark Burr
Cattaraugus County Department of Public Works
8810 Route 242
Little Valley, NY 14755

Dear Mr. Burr:

WATER QUALITY CERTIFICATION
RECONSTRUCTION OF ROUTE 13 FROM KENT ROAD TO MANSFIELD BRIDGE NO. 54
COUNTY ROAD 13 (MAPLES ROAD)
TOWN OF MANSFIELD, CATTARAUGUS COUNTY
DEC NO. 9-0499-00066/00001

This will acknowledge receipt of your Joint Application for Permit and advise you that, pursuant to the provisions of New York State Environmental Conservation Law, no Department Article 15 Protection of Waters or Article 24 Freshwater Wetlands permit has been identified for the above-noted work as described in your permit application which was received in this office on March 9, 2011.

This letter affirms that this Department hereby grants Section 401 Water Quality Certification and certifies that the subject project will not contravene effluent limitations or other limitations or standards under Section 301, 302, 303, 306 and 307 of the Clean Water Act of 1977 (PL 95-217) for the project based on the following requirements:

1. In order to control sedimentation and erosion and minimize adverse impacts to water quality, appropriate silt fencing shall be installed and entrenched (at least 6 inches below ground elevation) around the work site, including excavated soil piles, if any, and/or between disturbed high elevations on site, drainage ways and water bodies.

2. All erosion and sediment control practices shall be in place prior to any grading or filling operations and installation of proposed structures or utilities. They shall remain in place until construction is completed and the area is stabilized.

3. As soon as possible following construction, all exposed soils shall be seeded and mulched to prevent erosion.

4. Debris, vegetation and other spoil removed as part of project implementation (by the applicant or his contractors) shall be disposed of at upland locations above the reach of high water. Sediment disposal in the water body, wetlands, floodways or 100-year floodplains is strictly prohibited.

5. During construction, no wet or fresh concrete or leachate shall be allowed to escape into any wetlands or waters of New York State, nor shall washings from ready-mixed concrete trucks, mixers, or other devices be allowed to enter any wetland or waters. Only watertight or waterproof forms shall be used. Wet concrete shall not be poured to displace water within the forms.

This determination does not relieve you of any requirements under any other applicable laws which may exist. You are advised to contact all appropriate Federal, State and/or local agencies for any approvals that may be required including the U.S. Department of the Army Corps of Engineers, Buffalo District Office (1776 Niagara Street, Buffalo, NY 14207, telephone (716) 879-4330).

This Water Quality Certification shall be valid for a period of three years from the date of this letter (expires March 17, 2019).

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.

Respectfully,

Lisa M. Czechowicz

Lisa M. Czechowicz
Deputy Regional Permit Administrator

BAD

ecc: Captain Frank Lauricella, NYSDEC Division of Law Enforcement
Mr. Scott Cornett, NYSDEC Division of Fish, Wildlife and Marine Resources
U.S Department of the Army Corps of Engineers, Buffalo District Office
Tim Woodbury, Greenman-Pederson Inc

ATTACHMENT B

ARMY CORP OF ENGINEERS PERMIT

DEPARTMENT OF THE ARMY
BUFFALO DISTRICT, CORPS OF ENGINEERS
1776 NIAGARA STREET
BUFFALO, NEW YORK 14207-3199

REPLY TO
ATTENTION OF:

PLEASE SIGN AND SUBMIT THE COMPLETION FORM ATTACHED TO THIS PERMIT

August 3, 2016

Regulatory Branch

SUBJECT: Letter of Permission - Department of the Army Processing No. 2011-00341, New York State Department of Environmental Conservation No. 9-0499-00066/00001

Cattaraugus County Department of Public Works
8810 Route 242
Little Valley, New York, 14775

Dear Mr. Mark Burr:

Please refer to your request for a Department of the Army permit to perform work in Hencoop Hollow Creek including placement of stone rip rap for bank stabilization and an existing deteriorated bridge replacement. Also, three seasonal tributary culverts will be replaced and Federal wetlands will be permanently impacted, all in association with the reconstruction including widening and straightening to improve safety of approximately 1.3 miles of County Route 13 (Maples Road) in the Town of Mansfield, Cattaraugus County, New York.

Upon recommendation of the Chief of Engineers, pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344), Cattaraugus County Department of Public Works designated the permittee, is hereby granted permission to permanently impact 0.95 acres of wetland, temporarily impact a total of 545 linear feet of Hencoop Hollow Creek including bridge replacement, and replace three seasonal tributary culverts, in association with the reconstruction of approximately 1.3 miles of County Route 13 (Maples Road) in the Town of Mansfield, Cattaraugus County, New York all in accordance with the attached Letter of Permission (LOP) provisions, conditions, and drawings which are incorporated in and made a part hereof.

PLEASE NOTE: The term "you" and its derivatives, as used in this LOP, means the Permittee or any future transferee. The term "this office" refers to the appropriate District or Division office of the U.S. Army Corps of Engineers (USACE) having jurisdiction over the permitted activity under the authority of the commanding officer.

This letter is an Initial Proffered Permit for your proposed project. If you object to this decision, you may request an administrative appeal under USACE regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal the above decision, you must submit a completed RFA form to our office within **60 days** of the date on this letter.

In order for an RFA to be accepted, the USACE must determine if the RFA is complete; that it meets the criteria for appeal under 33 C.F.R. part 331.5, and that it has been received by the

Regulatory Branch

SUBJECT: Letter of Permission - Department of the Army Processing No. 2011-00341, New York State Department of Environmental Conservation No. 9-0499-00066/00001

District Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by October 3, 2016.

It is not necessary to submit an RFA if you do not object to the decision in this letter.

The District Commander must be informed of commencement and completion of the authorized work. Please use the enclosed forms for this purpose. Commencement of authorized work indicates your acceptance and agreement to comply with all LOP terms and conditions.

Questions pertaining to this matter should be directed to Martin Crosson, who may be contacted by calling 716-879-4346, by writing to the following address: U.S. Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York 14207, or by e-mail at: martin.h.crosson@usace.army.mil

Dated this 3rd day of August 2016.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

for Diane C. Kozlowski
Chief, Regulatory Branch

Enclosures

Regulatory Branch

SUBJECT: Letter of Permission - Department of the Army Processing No. 2011-00341, New York State Department of Environmental Conservation No. 9-0499-00066/00001

LETTER OF PERMISSION PERMIT CONDITIONS

Congressional Authorities:

Section 404 of the Clean Water Act (33 U.S.C. 1344)

GENERAL CONDITIONS:

1. Permit Expiration & Time Extension Requests: The time limit for completing the work authorized ends on August 3, 2019. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above expiration date. (Note: a time extension cannot be issued if it is received by this office after the above expiration date.) Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the USACE will normally give favorable consideration to a request for an extension of this time limit.

2. Proper Maintenance & Abandonment: You must maintain the structure/fill authorized by this LOP in good condition and in conformance with the terms and conditions of this LOP to ensure public safety. You are not relieved of this requirement unless you transfer to a third party in compliance with General Condition 3 below. Should you wish to cease maintenance of, or abandon the authorized activity, without transferring the permit, you must apply for a LOP modification from this office, which may require restoration of the area to the original condition.

3. Permit Transfer: If you sell the property associated with this LOP, you must obtain the signature of the new owner in the space provided on the last page of this permit. A copy of the signed permit must be submitted to this office to validate transfer of permit authorization.

4. Reevaluation of Permit Decision: This office may reevaluate its decision on this LOP at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this LOP.
b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate.
c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and

conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

5. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

6. Cultural Resources: All work must be stopped immediately if any historic or archeological remains are discovered while conducting work authorized by the LOP. The permittee must notify the USACE Project Manager within 24 hours of initial discovery so that any required coordination under the NHPA can be determined. Further, should human remains be encountered during any phase of the proposed project, such person or persons encountering the human remains must immediately cease work and must not disturb or remove the remains, must protect the exposed portions of the remains from inclement weather and vandalism, and immediately notify the permittee. Within 24 hours, the permittee must notify the USACE Project Manager and the New York State Office of Parks, Recreation, and Historic Preservation, Peebles Island State Park, P.O. Box 189, Waterford, New York 12188-0189.

7. Future Federal Actions: The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States as a result of any such removal or alteration.

8. Aquatic Life Movements: No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

9. Management of Water Flows: To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities. The activity must be constructed to withstand expected high flows and must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound or manage high flows. The activity may alter the pre-construction watercourse, condition, capacity, and location

of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Suitable Material: No activity may involve unsuitable material, which includes, but is not limited to chemical or hazardous waste, trash, debris, car bodies, asphalt, etc. Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act (CWA)). If there is a question as to whether the material is unsuitable, the USACE Buffalo District should be contacted and must authorize prior to the commencement of the activity.

11. Floodplains: The activity must comply with any applicable Federal Emergency Management Act (FEMA) approved state or local floodplain management requirements.

12. Equipment: Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance. All appropriate measures must be taken to minimize soil disturbance, including, but not limited to, the placement of heavy equipment in wetlands or mudflats on mats.

13. Soil Erosion and Sediment Controls: Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water (OHW) mark must be permanently stabilized at the earliest practicable date. To the maximum extent practicable, activities within waters of the U.S. authorized under this LOP will be performed during periods of low-flow or no-flow.

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

15. Limits of this Authorization:
a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
b. This permit does not grant any property rights or exclusive privileges.
c. This permit does not authorize any injury to the property or rights of others.
d. This permit does not authorize interference with any existing or proposed Federal project.

16. Minimal Effects: Projects authorized by this LOP shall have minimal individual and cumulative adverse environmental impacts as determined by the USACE.

17. National Lands: Activities authorized by this LOP shall not impinge upon the value of any National Wildlife Refuge, National Forest, or any other area administered by the United States

Fish and Wildlife Service (USFWS) or National Park Service. This category includes existing mitigation and wetland mitigation banking sites.

18. Federal Liability: In issuing this LOP, the USACE does not assume any liability for the following:

a. damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes;

b. damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest;

c. damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this LOP;

d. design or construction deficiencies associated with the permitted work;

e. damage claims associated with any future modification, suspension, or revocation of this LOP.

19. Environmental Values: The Permittee shall make every reasonable effort to carry out the construction or operation of the work authorized herein in a manner so as to maintain as much as is practicable, and to minimize any adverse impacts on, existing fish, wildlife, and natural environmental values, and discourage the establishment or spread of plant species identified as non-native invasive species by any federal or state agency.

20. Inspections: The Permittee shall permit the USACE or authorized representative(s) to make periodic inspections at any time deemed necessary in order to ensure that the work is being performed in accordance with the terms and conditions of this LOP. The USACE may also require post-construction engineering drawings for completed work, and post-dredging survey drawings for any dredging work.

21. Modification, Suspension, and Revocation: This LOP may be modified, suspended, or revoked in whole or in part pursuant to the policies and procedures of 33 CFR 325.7; and any such action shall not be the basis for any claim for damages against the United States.

22. Restoration: The Permittee, upon receipt of a notice of revocation of authorization under this LOP, may be required to restore the wetland or waterway to its former condition as directed by the USACE. Non-compliance with this notice would result in the pursuit of further enforcement action by the USACE.

23. Previously Authorized Activities: This LOP does not affect any prior determinations made by the USACE.

24. Migratory Birds and Bald and Golden Eagles: The Permittee is responsible for obtaining any "take" permits required under the USFWS regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The Permittee should

Regulatory Branch

SUBJECT: Letter of Permission - Department of the Army Processing No. 2011-00341, New York State Department of Environmental Conservation No. 9-0499-00066/00001

contact the appropriate local office of the USFWS to determine if such "take" permits are required for a particular activity.

SPECIAL CONDITIONS:

Special Conditions necessary to protect the public interest and recommended for inclusion in the proposed LOP are listed below.

1. The Water Quality Certification (WQC) issued for this project by the State of New York is part of this Department of the Army (DA) permit pursuant to Section 401(d) of the Clean Water Act. Noncompliance with any limitations or requirements stated in the certification may be a basis for suspension, revocation or modification of this LOP. A copy of the WQC permit is hereby incorporated into and made part of the LOP as Appendix B.

2. The permittee is responsible for ensuring that the contractor and/or workers executing the activity(s) authorized by this permit have knowledge of the terms and conditions of the authorization and that a copy of the permit document is at the project site throughout the period the work is underway.

3. The fill created by the discharge must be stabilized and maintained to prevent erosion and the discharge of other non-point sources of pollution into any waters of the U.S., including wetlands, and must be completely removed once the area is stabilized.

4. Siltation barriers (i.e. silt fencing or straw bales) must be installed between the wetlands and the adjoining development and toed-in to prevent siltation into the wetlands. The siltation barriers must be checked periodically to ensure that they are functioning properly and not damaged. Repairs to damaged siltation barriers must be completed promptly, and the siltation barriers must remain in place until the site is stabilized by the re-growth of suitable vegetation. All controls must be completely removed once the area is stabilized.

5. As compensatory mitigation for the permanent and unavoidable loss of 0.95 acres of Federal jurisdictional wetlands, the Permittee must purchase 1.7 wetland credits from the Ducks Unlimited In-Lieu Fee Mitigation Program in the Buffalo-Eighteen Mile Creek Service Area. Prior to commencing the work authorized by this permit, the Permittee must supply this office with a copy of the signed Credit Sale Letter verifying acceptance of full payment by the Ducks Unlimited In-Lieu Fee Mitigation Program for the appropriate credits. The documentation must be sent to the attention of Martin Crosson, U.S. Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York 14207-3199.

Regulatory Branch

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6. Mitigation Conditions – the applicant shall be required to purchase the required credits prior to impacting wetlands.

7. The permittee must notify the Regulatory Branch, in writing, one day prior to the date the activities authorized in Waters of the United States, including wetlands, are scheduled to begin. Notification shall either be by: 1) e-mail sent to david.w.leput2@usace.army.mil AND LRB.Regulatory@usace.army.mil; or 2) mailed to the following address: Mr. David Leput, U.S. Army Corps of Engineers, Buffalo District, 1776 Niagara Street, Buffalo New York 14207-3199.

Regulatory Branch

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TRANSFEREE HEREBY AGREES TO COMPLY WITH
THE TERMS AND CONDITIONS OF THIS PERMIT*.

_____ _____

Transferee Date

* Note: When the structures or work authorized by this LOP are still in existence at the time the property is transferred, the terms and conditions of this LOP will continue to be binding on the new owner(s) of the property. To validate the transfer of this LOP and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date in the space provided. A copy of this signed LOP and statement shall be forwarded to the Buffalo District at the following address:

U.S. Army Corps of Engineers
Buffalo District
New York Regulatory Branch
1776 Niagara Street
Buffalo, New York 14207

APPENDIX A

USACE 404 LETTER OF PERMISSION
CULVERT INSTALLATION REQUIREMENTS

Note: Appendix A shall be amended to reflect any revised Regional Conditions pertaining to culvert installations contained in future re-issued Nationwide Permit Programs. The USACE will issue a Public Notice announcing any changes to Appendix A.

1. All new or replacement culverts shall be constructed/installed in accordance with the following in order to ensure compliance with LOP General Condition #8 – Aquatic Life Movement and #9 Management of Water Flows:

General Information:

A. Use of the following requirements and recommendations alone will not satisfy the need for proper engineering and design. In particular, appropriate engineering is required to ensure structures are sized and designed to provide adequate capacity (to pass various flood flows) and stability (bed, bed forms, footings and abutments).

B. Site specific information (i.e. stream bed slope, type and size of stream bed material, stream type, existing natural or manmade barriers, etc.) should be assessed to determine appropriate culvert design and to ensure management of water flows and aquatic life movement.

C. Before replacing a culvert or other crossing structure with a larger structure it is essential that the replacement be evaluated for its impacts on: downstream flooding, upstream and downstream habitat (in-stream habitat, wetlands), potential for erosion and headcutting, and stream stability.

D. Measures should be included in all culvert designs that will promote the safe passage of fish and other indigenous aquatic organisms.

E. The dimension, pattern, and profile of the stream above and below the stream crossing should not be permanently modified by changing the width or depth of the stream channel.

Application Requirements:

A. In order to comply with General Condition #8 Aquatic Life Movement, either a bottomless culvert or bridge must be used where practicable. If the stream cannot be spanned, the culvert must be installed with its bottom buried (embedded) below the grade of the stream bed where practicable. (Note: When not practicable to do so due to small culvert size, it is suitable to allow natural deposition to cover the interior of the culvert bed.)

- A minimum of three stream channel cross sections shall be taken at proximal locations to the crossing location to determine the average of the lowest points in elevation of the stream bed. This average low point shall be used to ensure low flow is maintained through the culvert and from which all embedment depths are measured.

- To ensure low flow and aquatic life movement is maintained, an embedment depth of a minimum of 20 percent of the culvert vertical rise throughout the length of the culvert is recommended.

Additionally, it is recommended that the culvert bed slope remain consistent with the slope of the adjacent stream channel.

B. In order to comply with General Condition #9 Management of Water Flows, bank-full flows shall be accommodated through maintenance of the existing bank-full channel cross sectional dimensions within the culvert. Bank-full width is generally considered to be the top width at the stage where a stream begins to overtop its banks and spread into the floodplain.

- An average of three measurements (project location and straight sections of the stream upstream and downstream) shall be used to determine appropriate opening width. If the project is a replacement of an existing structure then only upstream and downstream locations shall be used to compute the average.

- To ensure bank-full flow is accommodated by the culvert, it is recommended that minimum culvert widths include a minimum of 1.25 times width of the stream channel at the ordinary high water or a 2 year design storm.

C. The application must include the following information:

- a note indicating which of the above requirements will not be met by the proposed project;

- information as to why the use of such structures or measures would not be practicable;

- a brief description of the stream discussing the items outlined in the above General Information section;

- the cross sections of the stream used to calculate the stream bed low point and bank-full width;

- an evaluation of the effects the crossing would have on aquatic life movement and/or water flows; and

- mitigation measures that will be employed to minimize these effects.

A waiver of the requirement(s) will be issued if it can be demonstrated that the proposal would result in the least environmentally damaging practicable alternative (e.g. compliance with any of the requirement(s) would result in detrimental impacts to the aquatic system).

2. All applications for Culvert Rehabilitation Projects which will involve pipe slip lining or other activities, including concrete invert paving and concrete lining projects shall include the following information in order to ensure compliance with LOP General Condition #8 – Aquatic Life Movement and #9 Management of Water Flows (Slip lining is defined as the insertion of a smaller diameter pipe into an existing pipe by pulling pushing, or spiral winding.):

- The applicant shall assess the existing culvert, prior to the proposed repair, for compliance with General Conditions #8 (Aquatic Life Movements) and #9 (Management of Water Flows) and provide a summary of the assessment including any impediments found to exist.

- Type of rehabilitation proposed (i.e. slip lining, concrete invert paving, concrete lining, cured-in-place pipe lining etc.)

- An evaluation of the proposed rehabilitation project and its effects upon aquatic life movements and low/ high flow conditions in order to show compliance with General Conditions #8 and #9.

- For those projects where an impediment is found or proposed to impede the movement of aquatic life and water flows, the applicant must provide information as to how they will mitigate for those deficiencies. Mitigation measures may include, but are not limited to baffles, weirs, roughened channels, and grade control structures.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9
270 Michigan Avenue, Buffalo, NY 14203-2915
P: (716) 851-7165 I F: (716) 851-7168
www.dec.ny.gov

March 17, 2016

Mr. Mark Burr
Cattaraugus County Department of Public Works
8810 Route 242
Little Valley, NY 14755

Dear Mr. Burr:

WATER QUALITY CERTIFICATION
RECONSTRUCTION OF ROUTE 13 FROM KENT ROAD TO MANSFIELD BRIDGE NO. 54
COUNTY ROAD 13 (MAPLES ROAD)
TOWN OF MANSFIELD, CATTARAUGUS COUNTY
DEC NO. 9-0499-00066/00001

This will acknowledge receipt of your Joint Application for Permit and advise you that, pursuant to the provisions of New York State Environmental Conservation Law, no Department Article 15 Protection of Waters or Article 24 Freshwater Wetlands permit has been identified for the above-noted work as described in your permit application which was received in this office on March 9, 2011.

This letter affirms that this Department hereby grants Section 401 Water Quality Certification and certifies that the subject project will not contravene effluent limitations or other limitations or standards under Section 301, 302, 303, 306 and 307 of the Clean Water Act of 1977 (PL 95-217) for the project based on the following requirements:

1. In order to control sedimentation and erosion and minimize adverse impacts to water quality, appropriate silt fencing shall be installed and entrenched (at least 6 inches below ground elevation) around the work site, including excavated soil piles, if any, and/or between disturbed high elevations on site, drainage ways and water bodies.

2. All erosion and sediment control practices shall be in place prior to any grading or filling operations and installation of proposed structures or utilities. They shall remain in place until construction is completed and the area is stabilized.

3. As soon as possible following construction, all exposed soils shall be seeded and mulched to prevent erosion.

4. Debris, vegetation and other spoil removed as part of project implementation (by the applicant or his contractors) shall be disposed of at upland locations above the reach of high water. Sediment disposal in the water body, wetlands, floodways or 100-year floodplains is strictly prohibited.

5. During construction, no wet or fresh concrete or leachate shall be allowed to escape into any wetlands or waters of New York State, nor shall washings from ready-mixed concrete trucks, mixers, or other devices be allowed to enter any wetland or waters. Only watertight or waterproof forms shall be used. Wet concrete shall not be poured to displace water within the forms.

This determination does not relieve you of any requirements under any other applicable laws which may exist. You are advised to contact all appropriate Federal, State and/or local agencies for any approvals that may be required including the U.S. Department of the Army Corps of Engineers, Buffalo District Office (1776 Niagara Street, Buffalo, NY 14207, telephone (716) 879-4330).

This Water Quality Certification shall be valid for a period of three years from the date of this letter (expires March 17, 2019).

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.

Respectfully,

Lisa M. Czechowicz

Lisa M. Czechowicz
Deputy Regional Permit Administrator

BAD

ecc: Captain Frank Lauricella, NYSDEC Division of Law Enforcement
Mr. Scott Cornett, NYSDEC Division of Fish, Wildlife and Marine Resources
U.S Department of the Army Corps of Engineers, Buffalo District Office
Tim Woodbury, Greenman-Pederson Inc

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Cattaraugus County DPW	File Number: 2011-00341	Date: 08/03/2016
Attached is:		See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.

- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:	If you only have questions regarding the appeal process you may also contact:
Martin Crosson U.S. Army Corps of Engineers 1776 Niagara Street Buffalo, New York 14207 716-879-4346 martin.h.crosson@usace.army.mil	Attn: Jacob Siegrist Great Lakes and Ohio River Division CELRD-PD-REG 550 Main Street, Room 10524 Cincinnati, OH 45202-3222 513-684-2699; FAX 513-684-2460

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

	Date:	Telephone number:
_____ Signature of appellant or agent.		

IMPORTANT

This form must be completed and mailed to the District Commander at: Regulatory Branch, US Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York 14207, prior to commencement of any work authorized by Department of the Army Permit No. 2011-00341

(Letter of Permission)

Date:
Town of Mansfield
Cattaraugus County, New York

Mr. David Leput
Regulatory Branch
U.S. Army Corps of Engineers
1776 Niagara Street
Buffalo, New York 14207

Dear Mr. Leput:

You are hereby notified that the work authorized under Department of the Army Permit No. 2011-00341, issued to Cattaraugus County DPW, to place stone rip rap, replace a deteriorated bridge, impact wetlands and replace three seasonal tributary culverts associated with the reconstruction including widening and straightening to improve safety of approximately 1.3 miles of County Route 13 (Maples Road) in the Town of Mansfield, Cattaraugus County, New York will be started on or about (Month/Day/Year) _____.

The first work to be undertaken is as follows: _____

_____

_____

_____

In commencing the work, I accept and agree to comply with the terms and conditions of the permit.

By: _____ _____
Authorized Signature Title

Date: _____

Permittee Telephone Number: _____

File Closed: 08/03/2016

IMPORTANT

This form must be completed and mailed to the District Commander at: Regulatory Branch, US Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York 14207, immediately upon completion of work authorized by Department of the Army Permit No. 2011-00341

(Letter of Permission)

Date:
Town of Mansfield,
Cattaraugus County, New York

Mr. David Leput
Regulatory Branch
U.S. Army Corps of Engineers
1776 Niagara Street
Buffalo, New York 14207

Dear Mr. Leput:

You are hereby notified that the work authorized under Department of the Army Permit No. 2011-00341, issued to Cattaraugus County DPW, to place stone rip rap, replace a deteriorated bridge, impact wetlands and to replace three seasonal tributary culverts associated with the reconstruction including widening and straightening to improve safety of approximately 1.3 miles of County Route 13 (Maples Road) in the Town of Mansfield, Cattaraugus County, New York was (completed/discontinued) on (Month/Day/Year)_____.

If Discontinued:

The work is _____ percent complete. The following activities remain to be done before all work authorized by this permit has been completed:

_____

_____

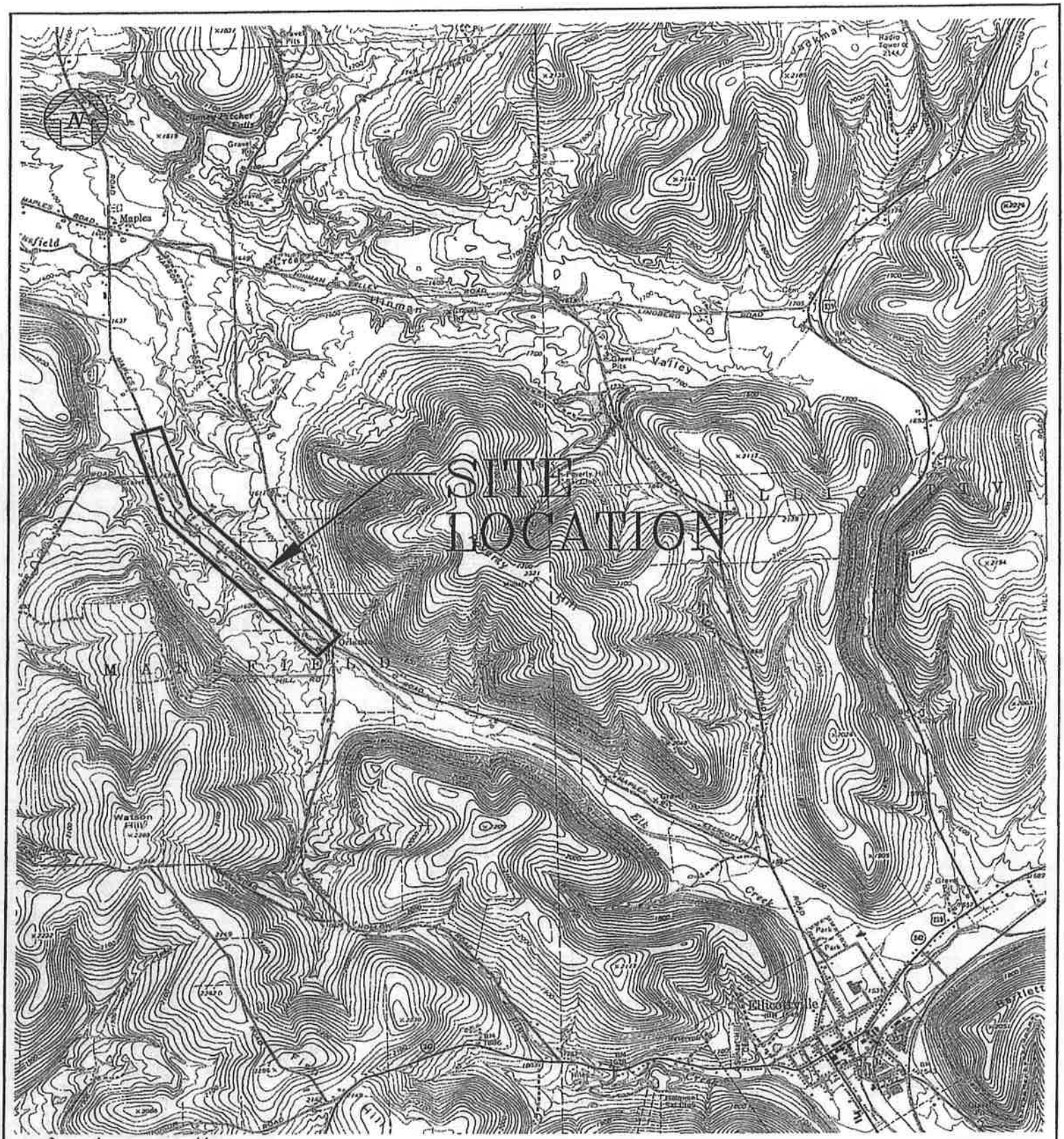
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By: _____ _____
Authorized Signature Title

Date: _____

Permittee Telephone Number: _____

File Closed: 08/03/2016



42° 18' 42.49" N
-078° 43' 36.33" W

Cattaraugus County DPW-CR13 Rehabilitation
D/A Processing No. 2011-00341
Cattaraugus County, New York
Sheet 1 of 24

REHABILITATION OF COUNTY ROAD 13 (MAPLES RD.)

TOWN OF MANSFIELD, CATTARAUGUS COUNTY

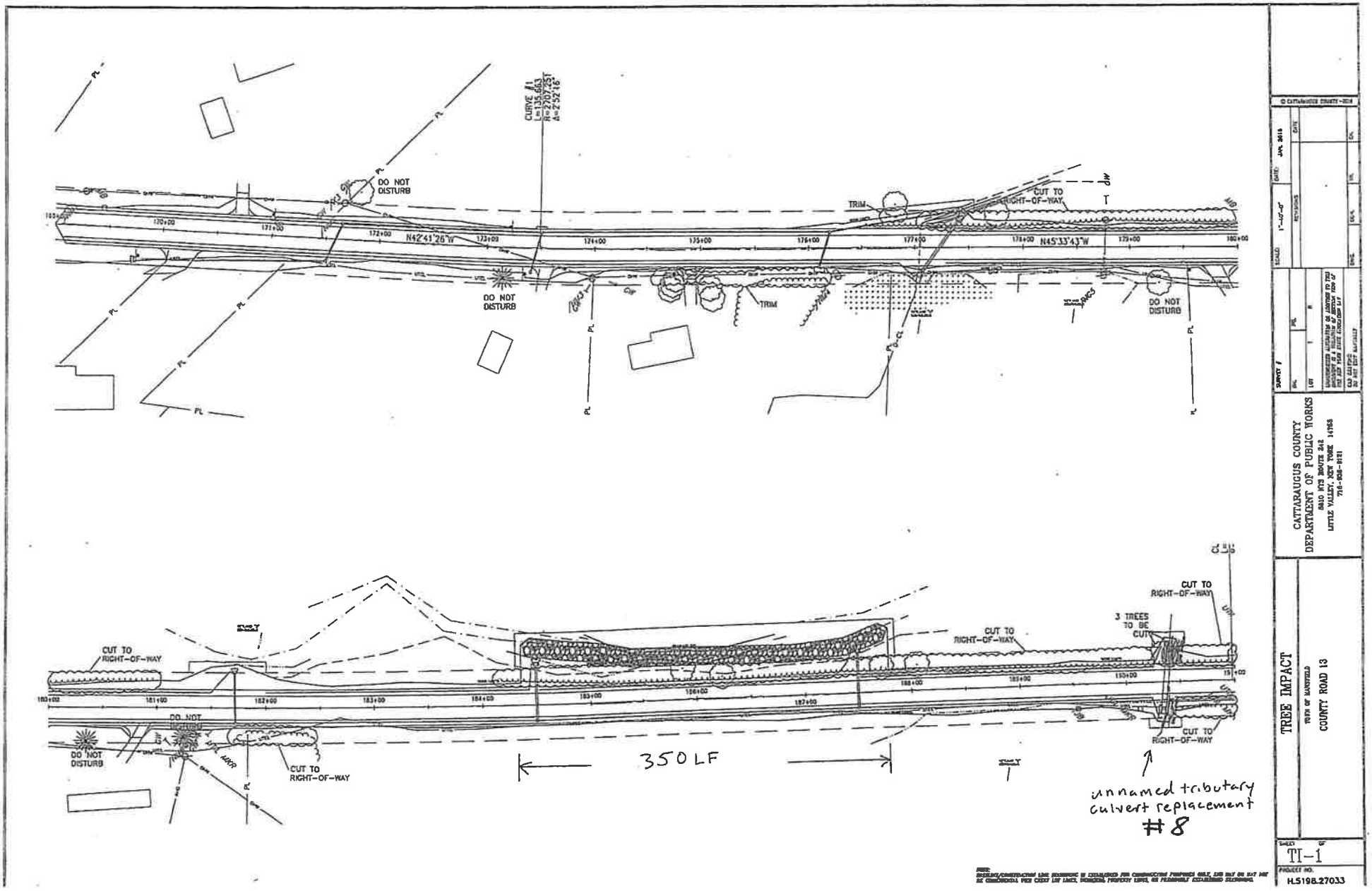
SITE LOCATION MAP

DRAWN BY:	MTC
CHECK BY:	TRW
JOB NO.	30050
DWG. NO.	3

ABATE ASSOCIATES
ENGINEERS & SURVEYORS, P.C.
BUFFALO/JAMESTOWN, NEW YORK

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Cattaraugus County DPW-CR13 Rehabilitation
D/A Processing No. 2011-00341
Cattaraugus County, New York
Sheet 2 of 24

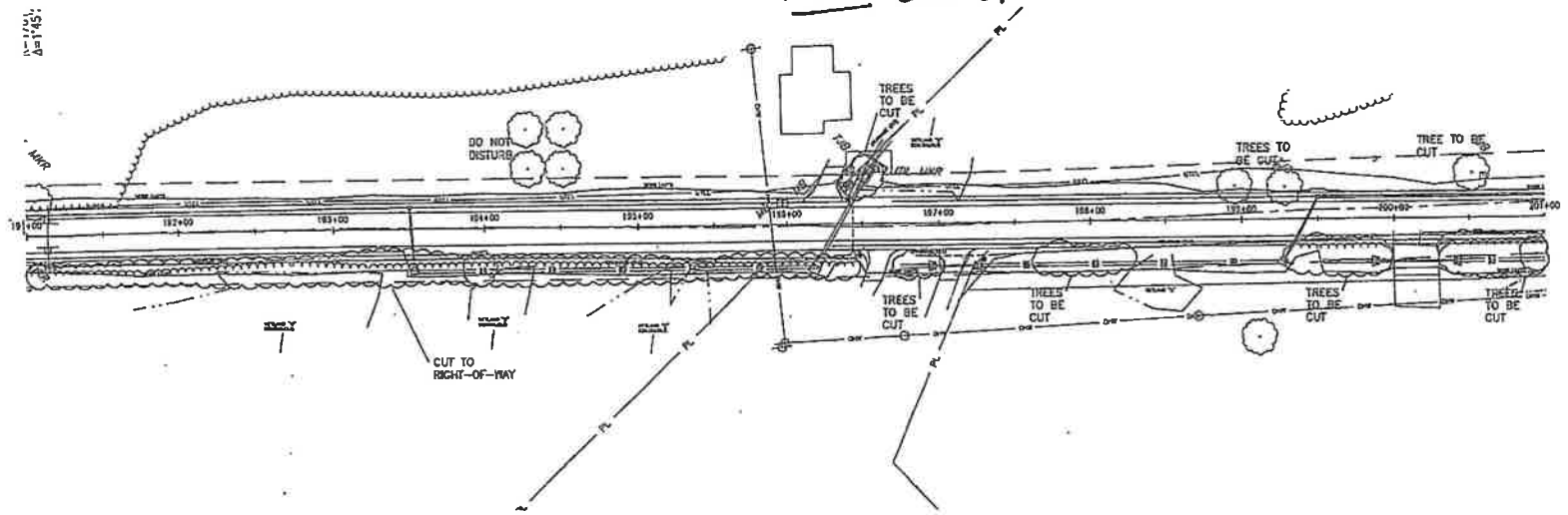


CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS
8410 NYS ROUTE 242
LITTLE VALLEY, NEW YORK 14755
716-938-9121

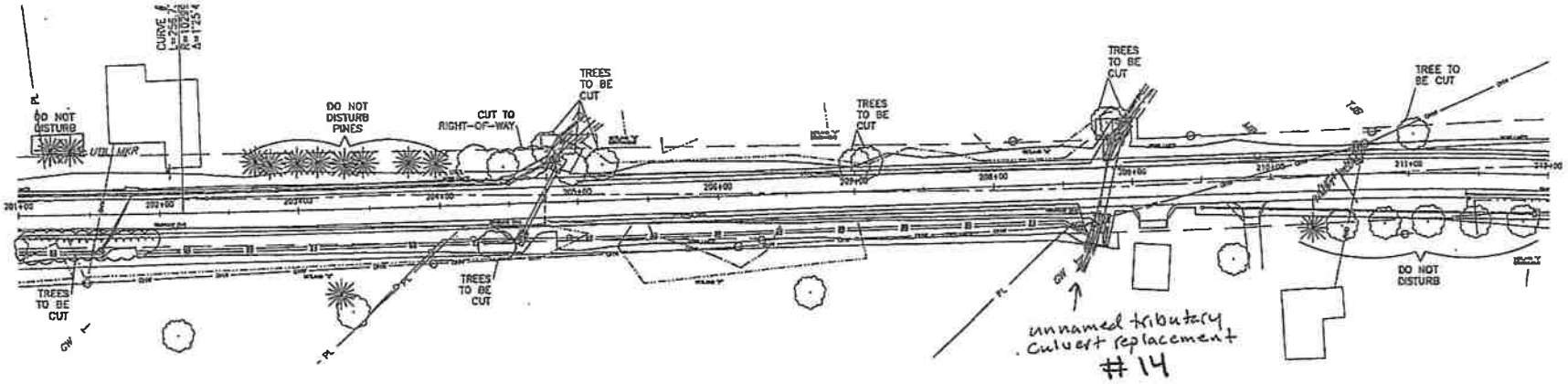
TREE IMPACT
TOWN OF MANSFIELD
COUNTY ROAD 13

SHEET TI-1
PROJECT NO. H.5198.27033

NOTE: See update JAN 26, 2016



NOTE: See update JAN 26, 2016

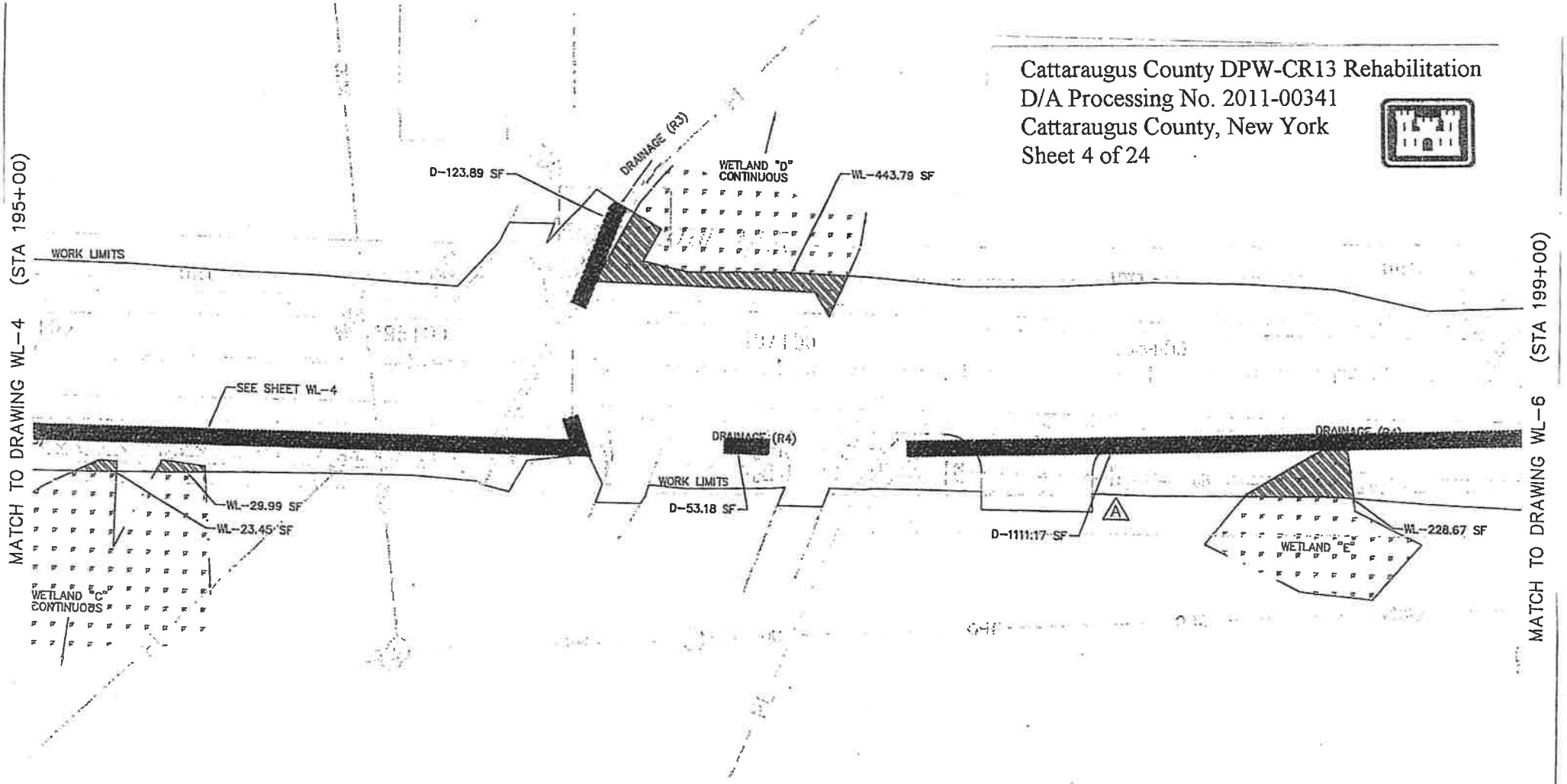


CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS
6410 NYS ROUTE 242
LITTLE VALLEY, NEW YORK 14755
716-938-9121

TREE IMPACT
TOWN OF MANSFIELD
COUNTY ROAD 13

SHEET TI-2
PROJECT NO. H.5198.27033

Cattaraugus County DPW-CR13 Rehabilitation
D/A Processing No. 2011-00341
Cattaraugus County, New York
Sheet 4 of 24



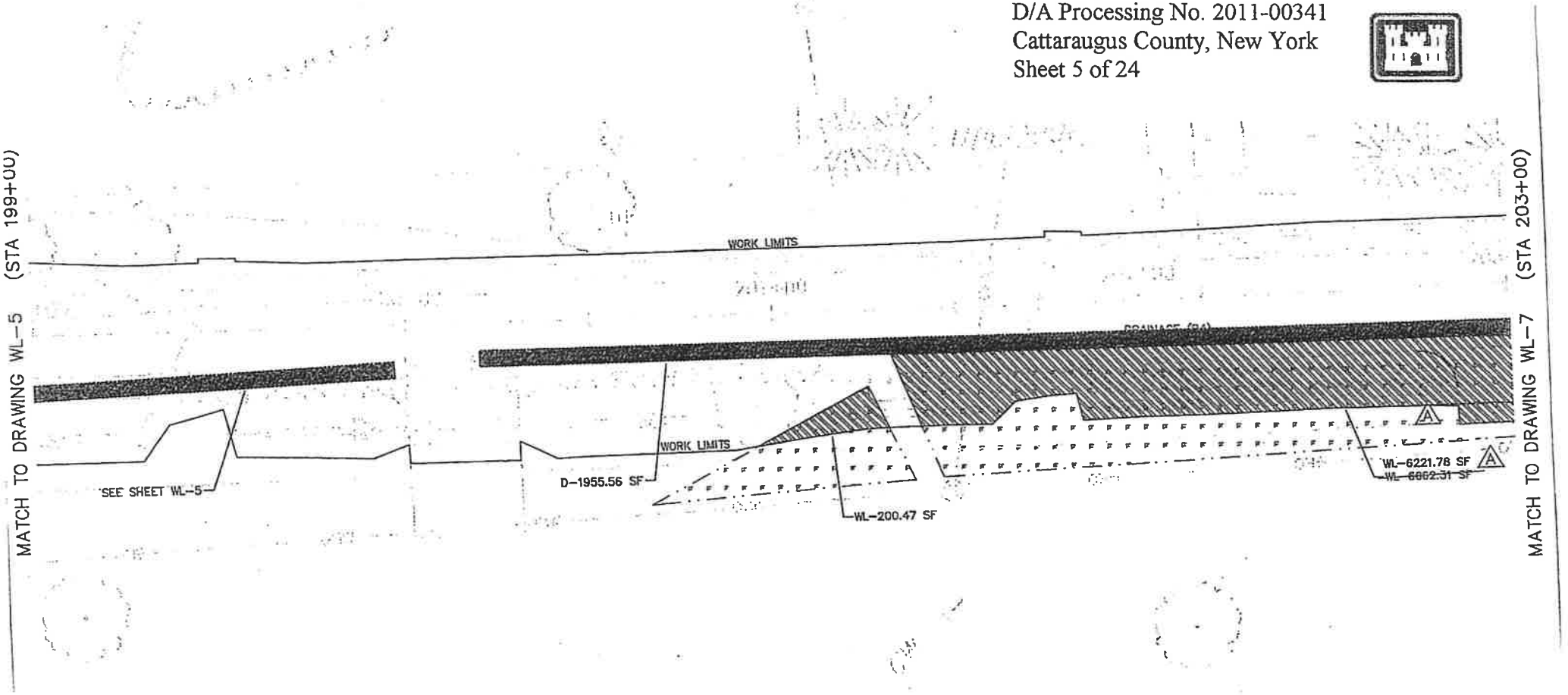
REVISIONS	DATE
A ADDED 40 LF OF DRIVEWAY PIPE	5/25/16

CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

CR13 WETLAND IMPACT
WL-5

SCALE: 1"=40'-0"	DATE: JAN. 26 2016
DWG	DGN	TRACE	CK

Cattaraugus County DPW-CR13 Rehabilitation
D/A Processing No. 2011-00341
Cattaraugus County, New York
Sheet 5 of 24

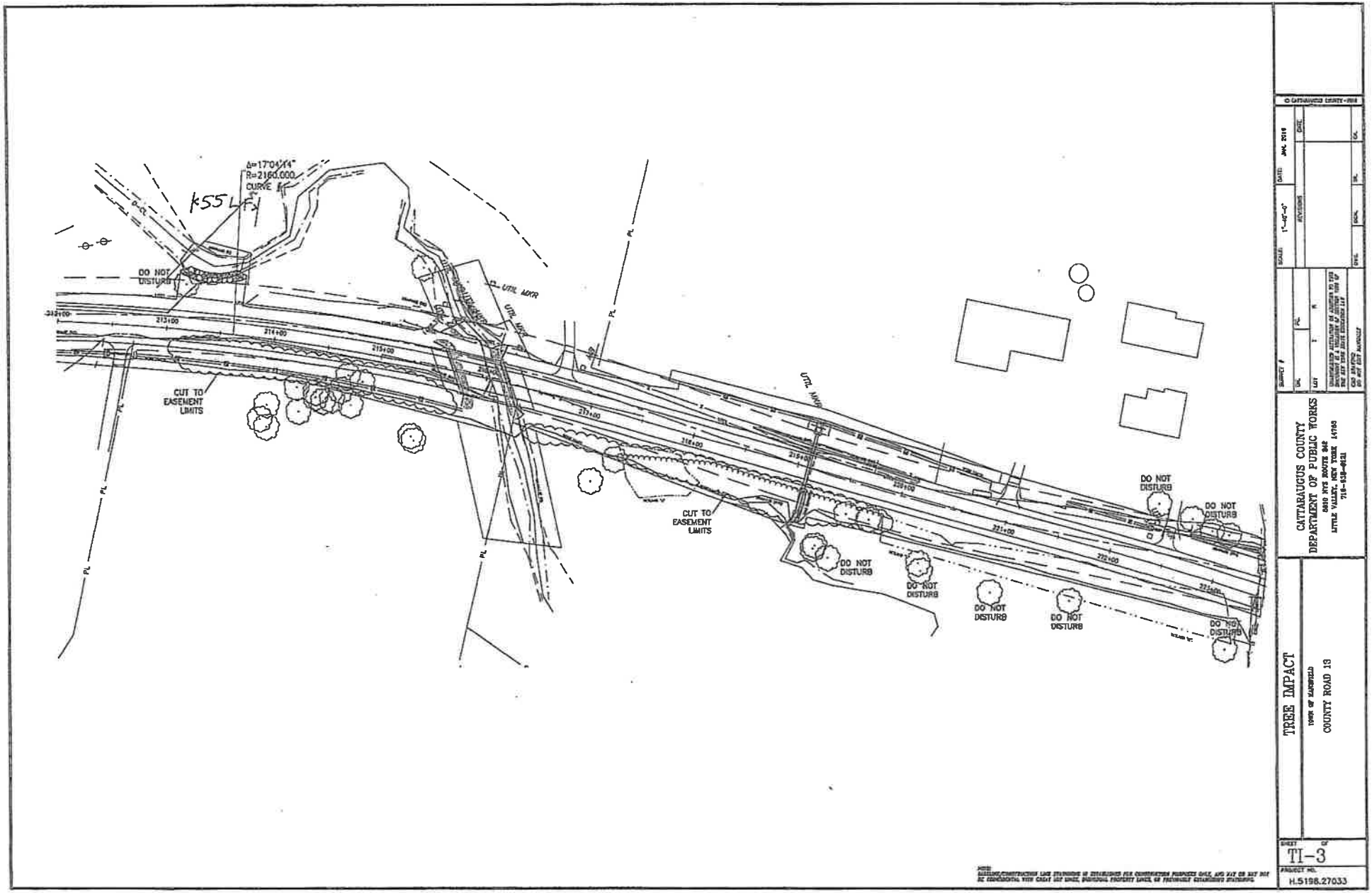


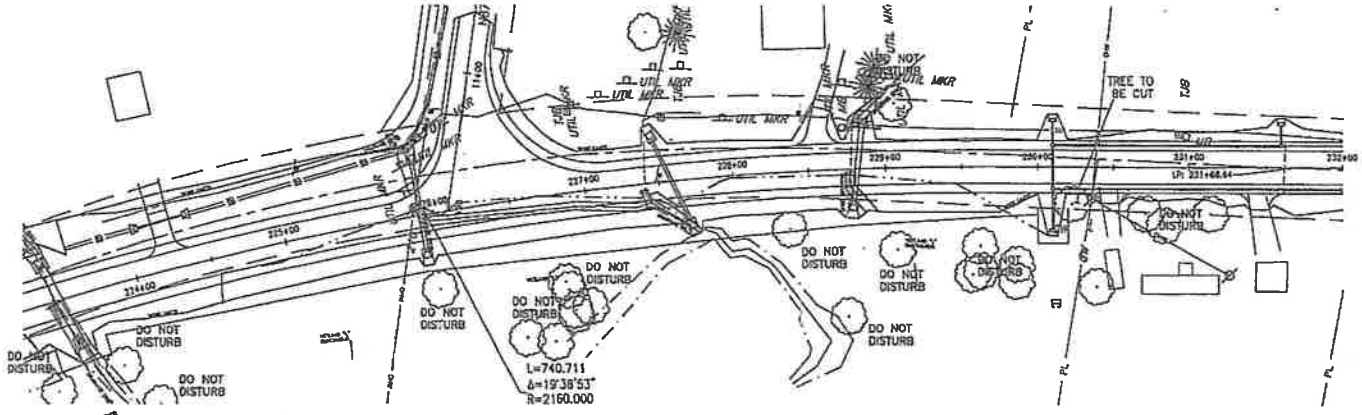
REVISIONS	DATE
A ADDED 40 LF OF DRIVEWAY PIPE	5/25/16

CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

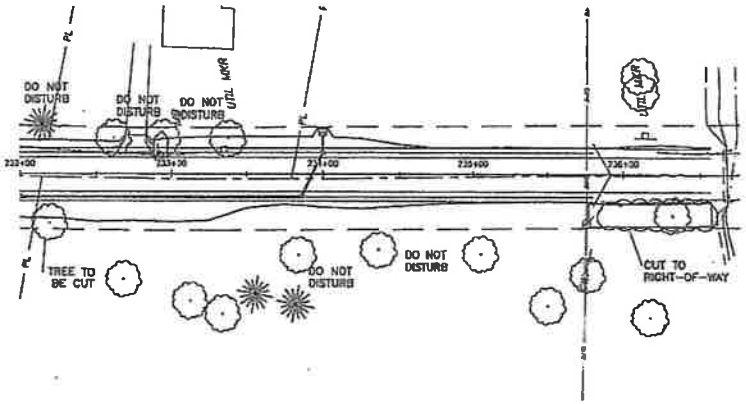
CR13 WETLAND IMPACT
WL-6

SCALE: 1"=40'-0"	DATE: JAN. 26 201
DWG	DGN	TRACE	CK.


Δ=17°04'14"
R=2160.000
CURVE
k554
DO NOT DISTURB
CUT TO EASEMENT LIMITS
UTIL MVR
PL
DO NOT DISTURB
DO NOT DISTURB
DO NOT DISTURB
DO NOT DISTURB
DO NOT DISTURB
DO NOT DISTURB
CUT TO EASEMENT LIMITS
CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS
TREE IMPACT
COUNTY ROAD 13
TI-3
H.5196.27033



unamed tributary
culvert replacement
#16

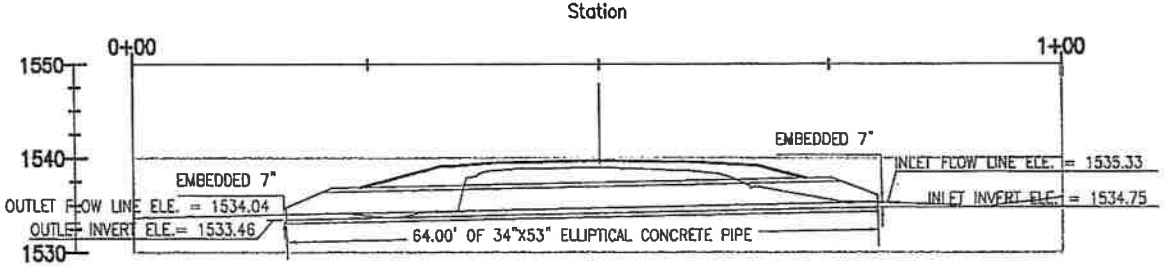


CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

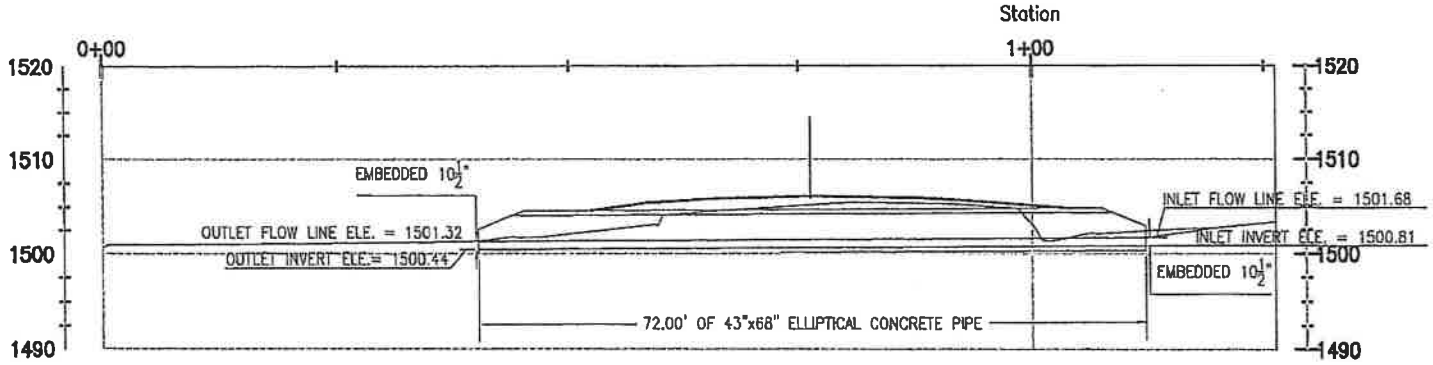
TREE IMPACT
COUNTY ROAD 13

SHEET TI-4
PROJECT NO. H.5198.27033

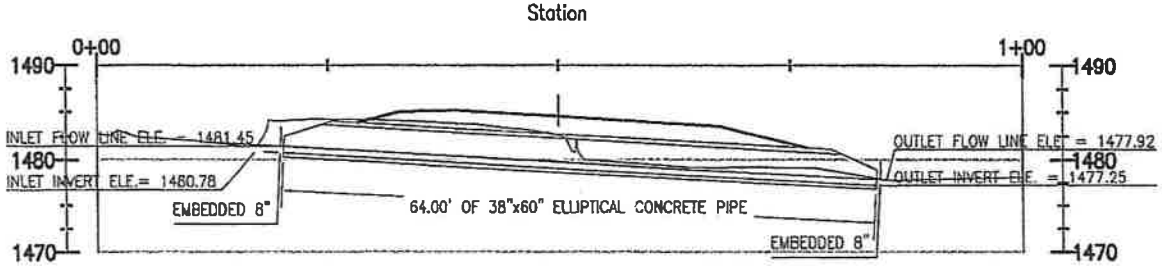
CROSSING NO. 8

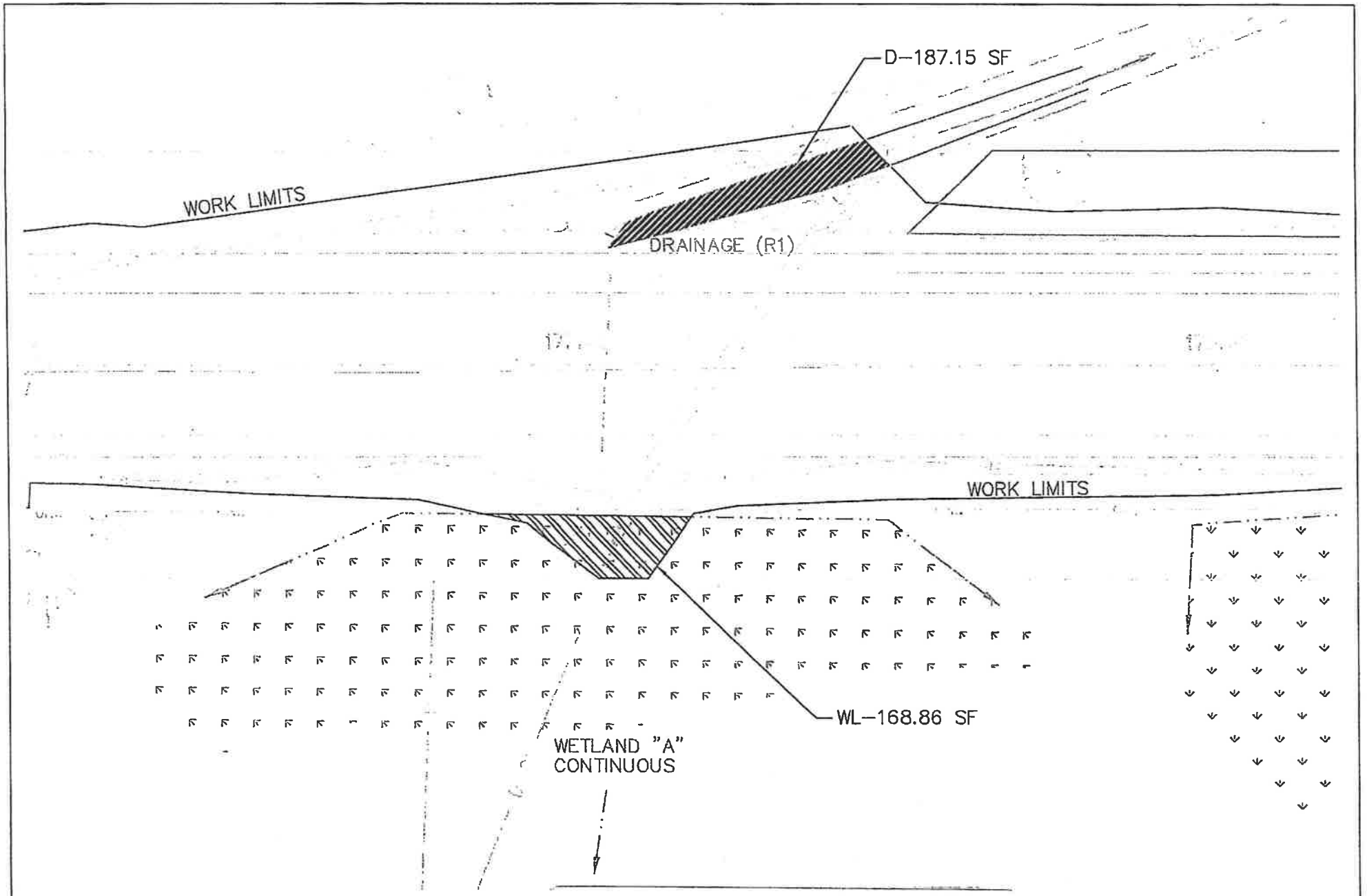


CROSSING NO. 14



CROSSING NO. 16



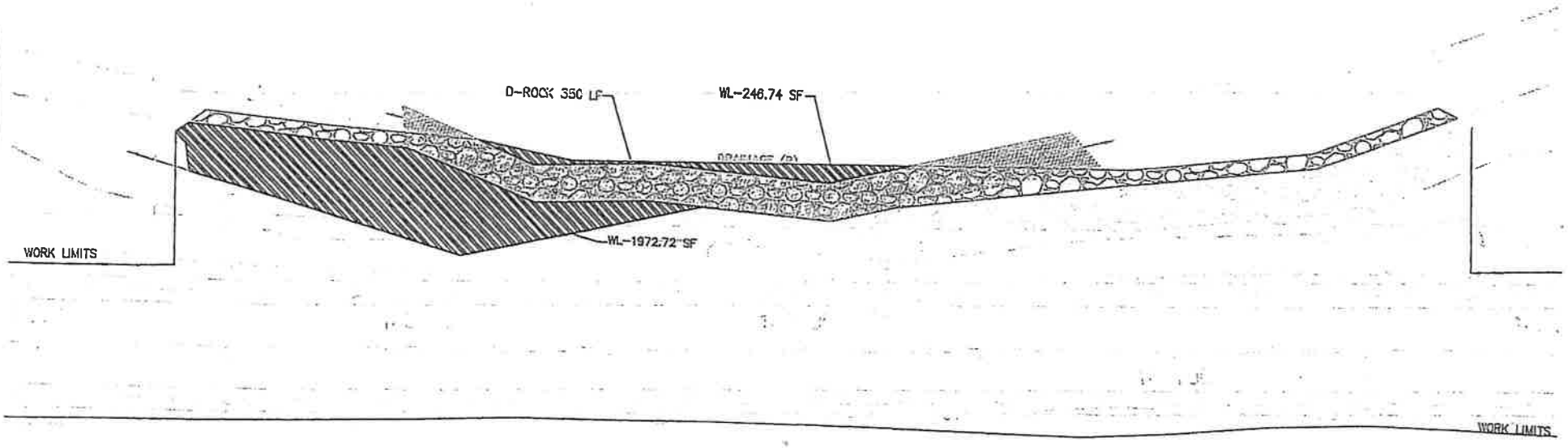


Cattaraugus County DPW-CR13 Rehabilitation
D/A Processing No. 2011-00341
Cattaraugus County, New York
Sheet 9 of 24

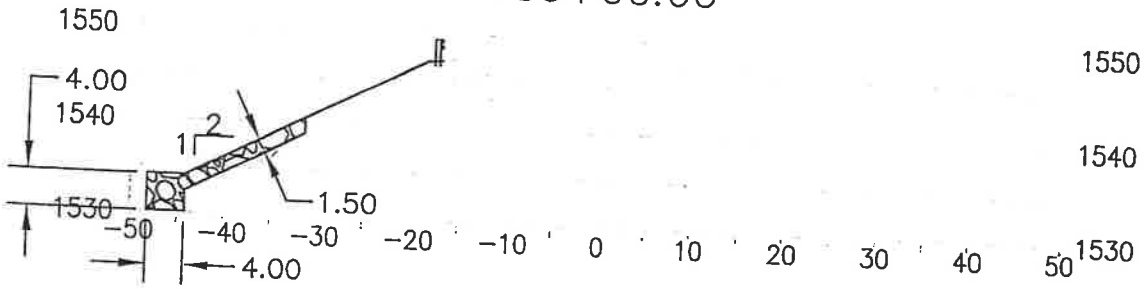
CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

CR13 WETLAND IMPACT
WL-1

SCALE: 1"=20'-0"		DATE: JAN. 26 2016	
DWG.	DGN.	TRACE	CK.



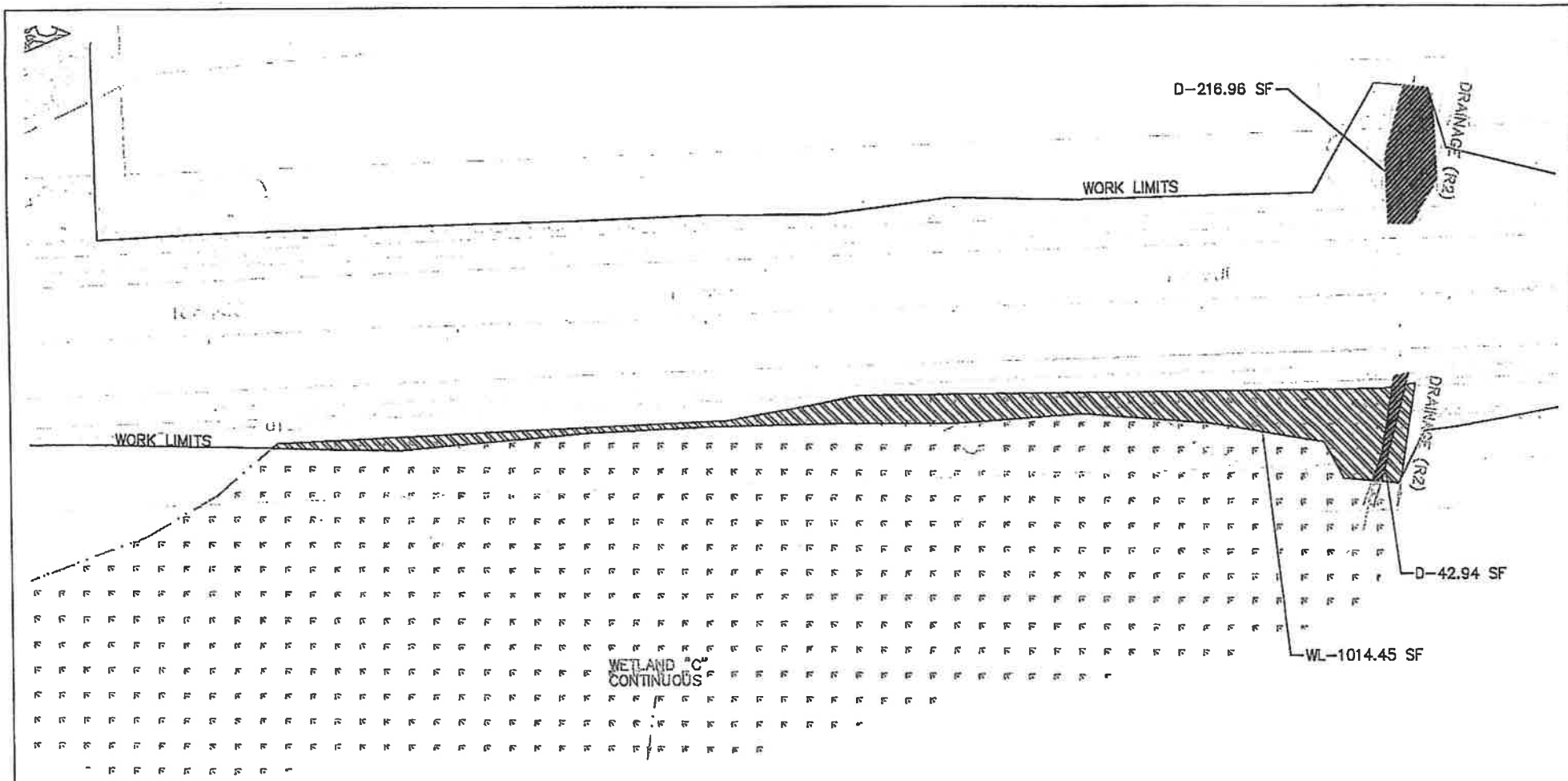
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1"=20'-0"

RIP RAP BELOW
OHW = 0.78 CUYD/FT

CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS	
CR13 WETLAND IMPACT WL-2	
SCALE: NOTED	DATE:

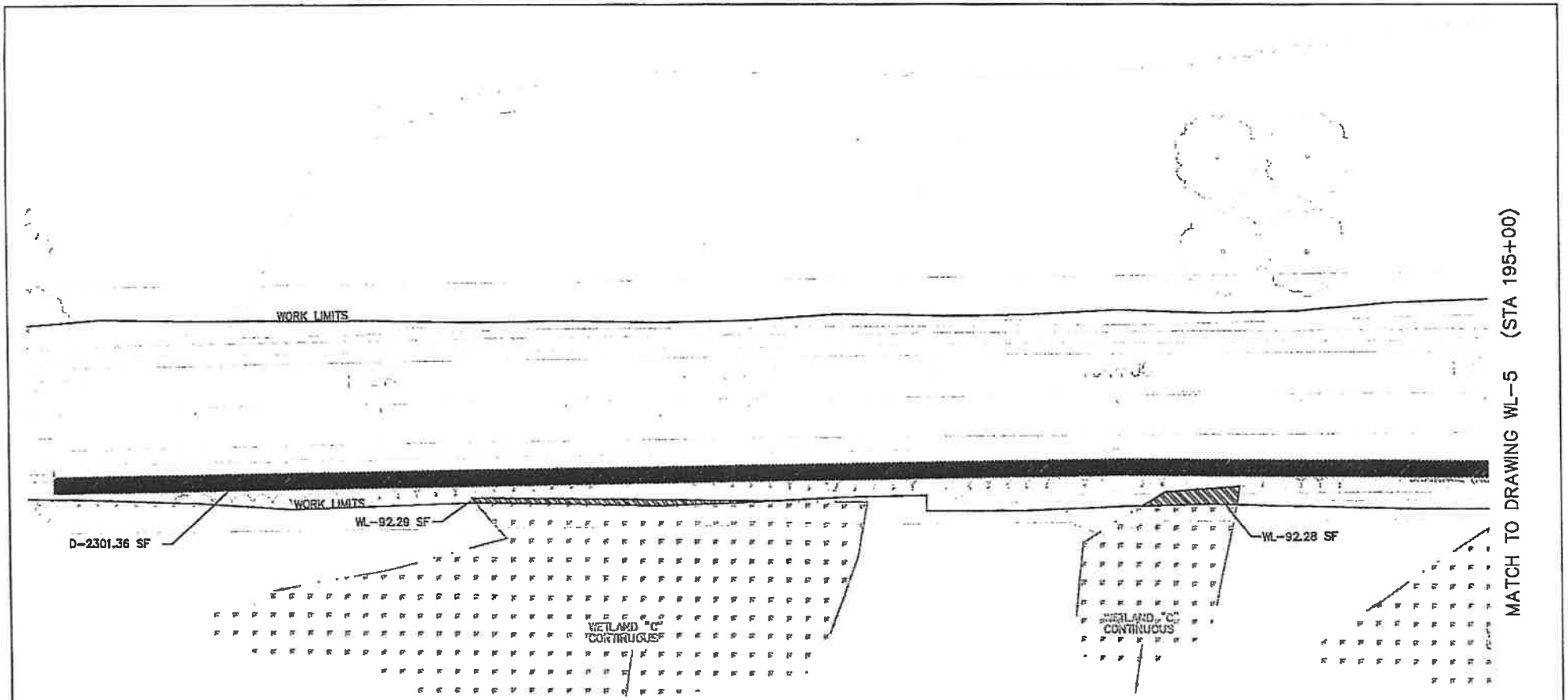


Cattaraugus County DPW-CR13 Rehabilitation
D/A Processing No. 2011-00341
Cattaraugus County, New York
Sheet 11 of 24

CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

CR13 WETLAND IMPACT
WL-3

SCALE: 1"=30'-0"		DATE: JAN. 26 2016	
DWG.	DGN.	TRACE	CK.

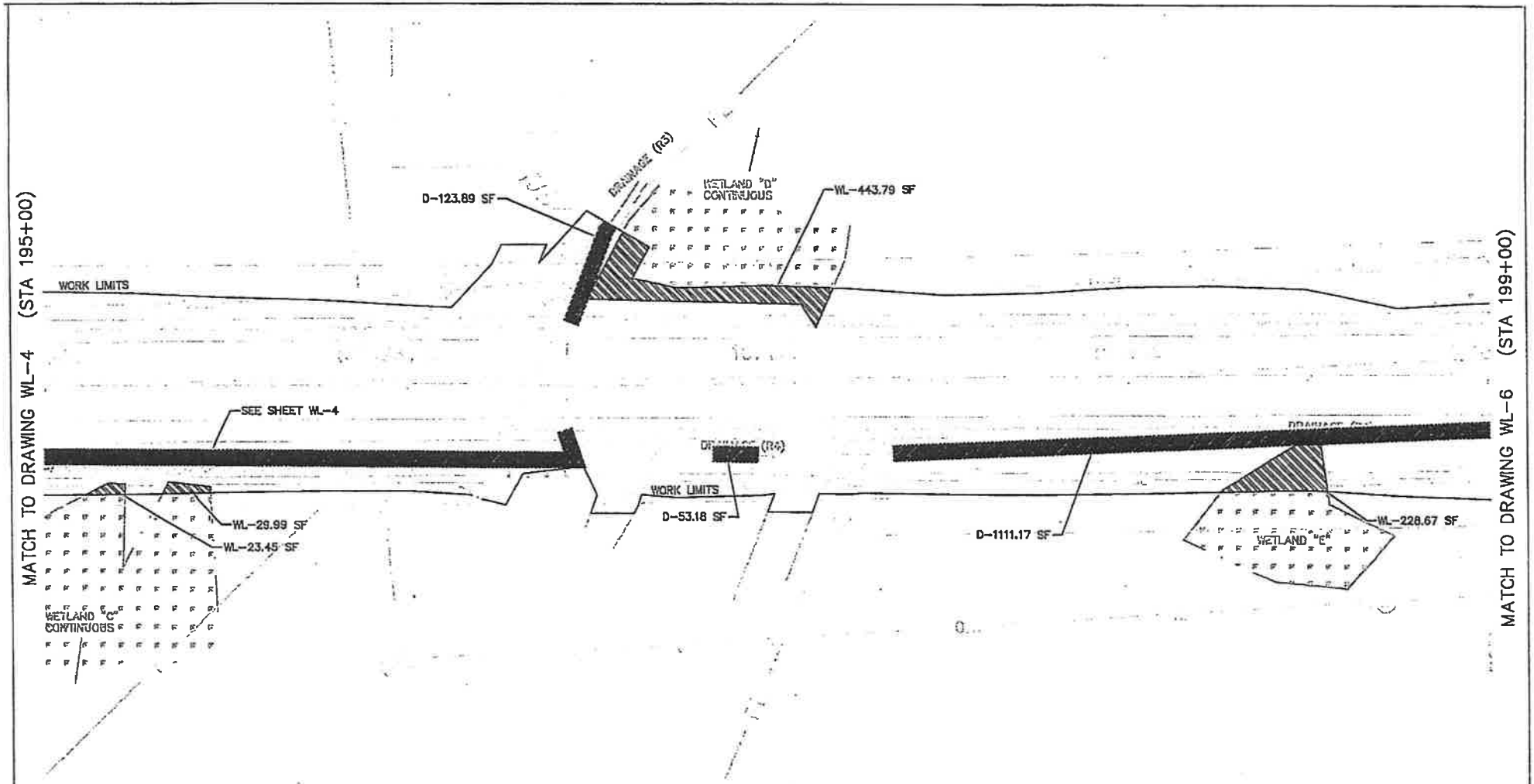


Cattaraugus County DPW-CR13 Rehabilitation
D/A Processing No. 2011-00341
Cattaraugus County, New York
Sheet 12 of 24

CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

CR13 WETLAND IMPACT
WL-4

SCALE: 1"=40'-0"		DATE: JAN. 26 2016	
DWG.	DGN.	TRACE	CK.

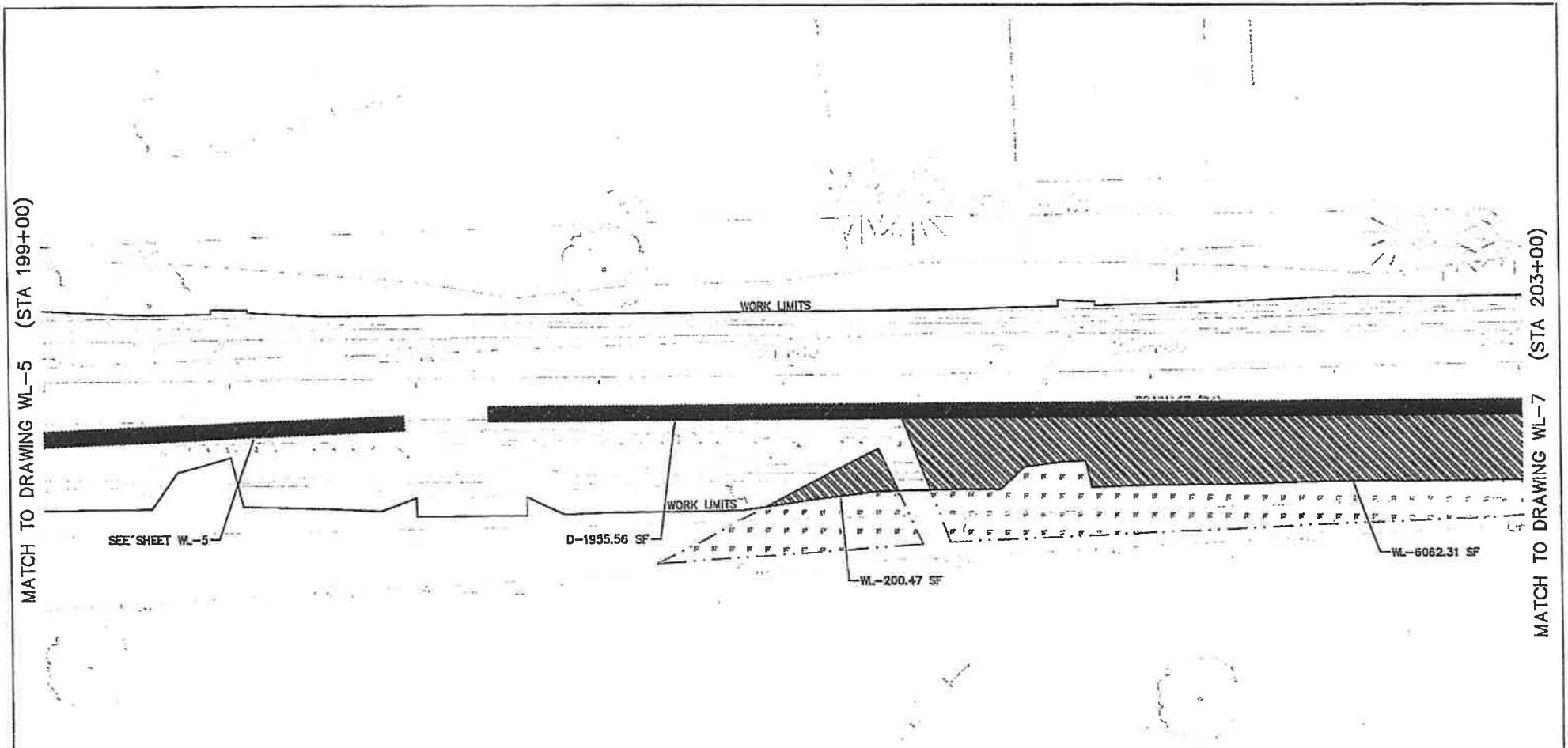


Cattaraugus County DPW-CR13 Rehabilitation
D/A Processing No. 2011-00341
Cattaraugus County, New York
Sheet 13 of 24

CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

CR13 WETLAND IMPACT
WL-5

SCALE: 1"=40'-0"		DATE: JAN. 26 2016	
DWG.	DGN.	TRACE	CK.

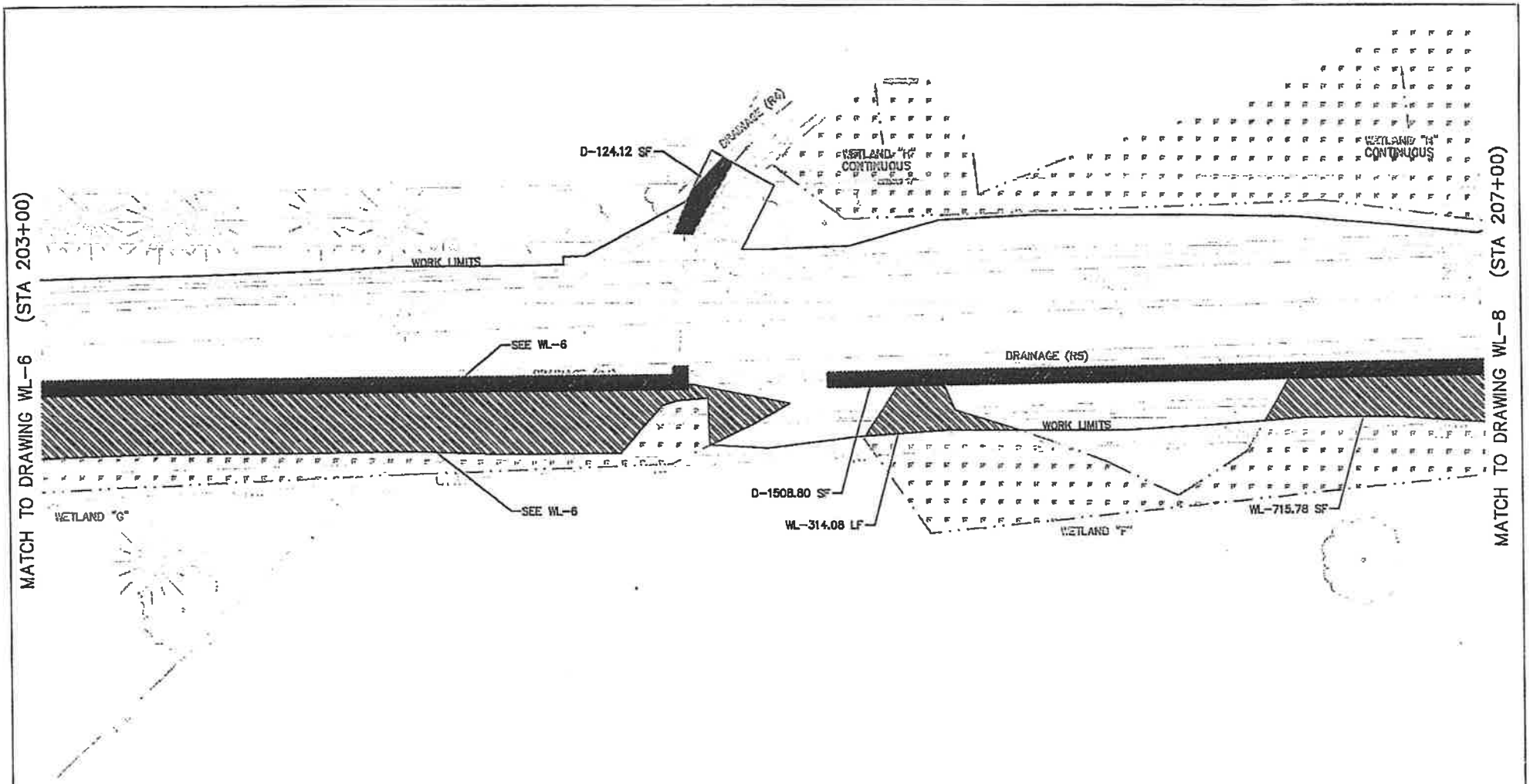


Cattaraugus County DPW-CR13 Rehabilitation
D/A Processing No. 2011-00341
Cattaraugus County, New York
Sheet 14 of 24

CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

CR13 WETLAND IMPACT
WL-6

SCALE: 1"=40'-0"		DATE: JAN. 26 2016	
DWG.	DGN.	TRACE	CK.

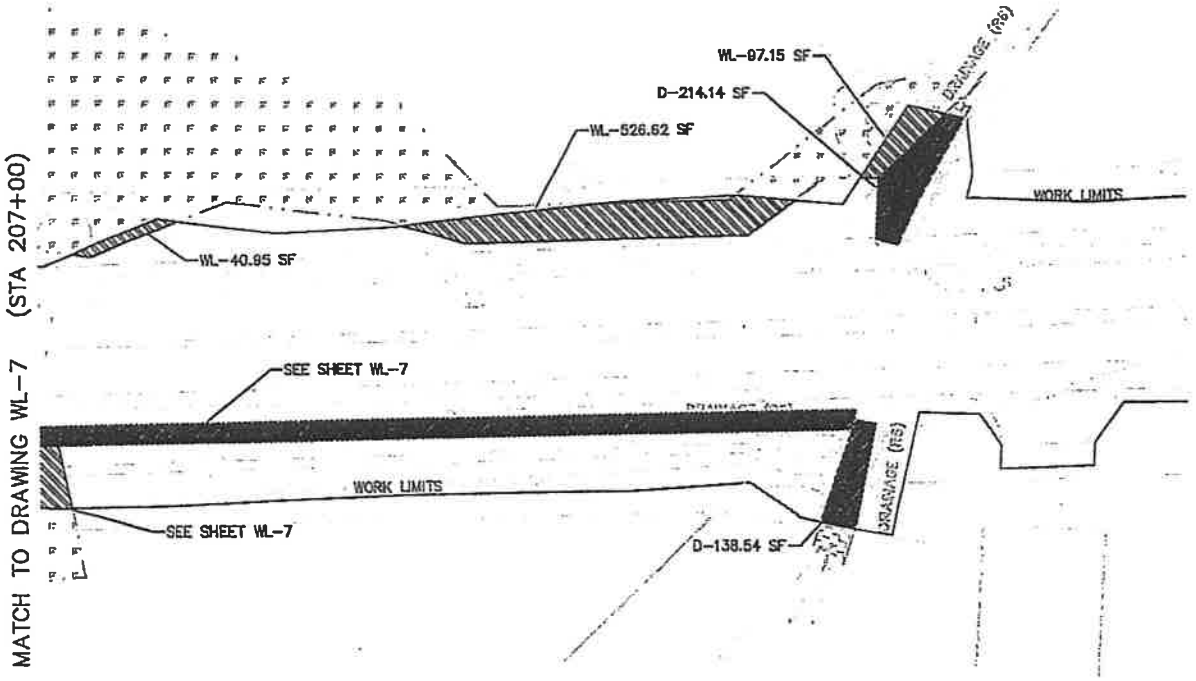


Cattaraugus County DPW-CR13 Rehabilitation
D/A Processing No. 2011-00341
Cattaraugus County, New York
Sheet 15 of 24

CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

CR13 WETLAND IMPACT
WL-7

SCALE: 1"=40'-0"		DATE: JAN. 26 2016	
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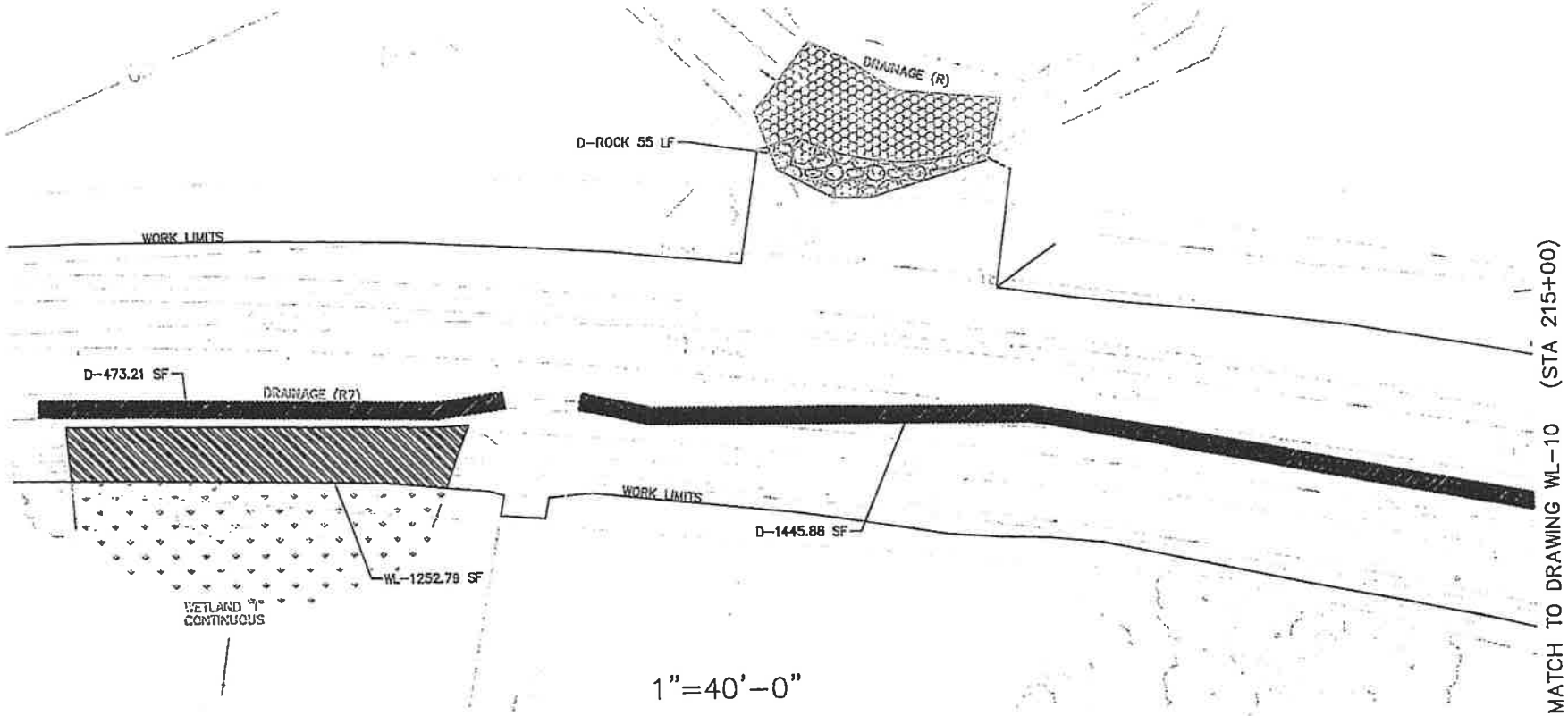


Cattaraugus County DPW-CR13 Rehabilitation
D/A Processing No. 2011-00341
Cattaraugus County, New York
Sheet 16 of 24

CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

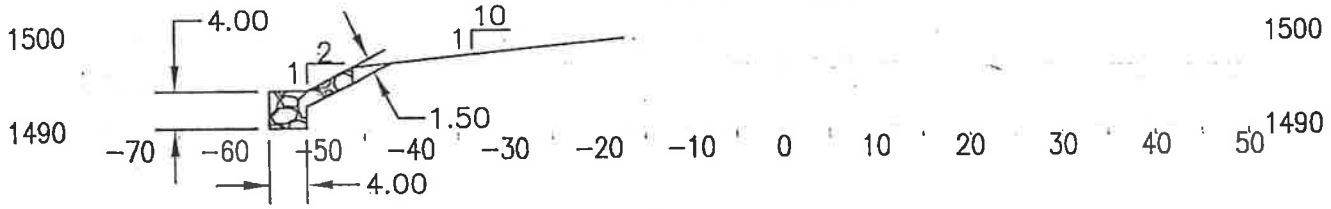
CR13 WETLAND IMPACT
WL-8

SCALE: 1"=40'-0"		DATE: JAN. 26 2016	
DWG.	DGN.	TRACE	CK.



1"=40'-0"

213+25.00



1"=20'-0"

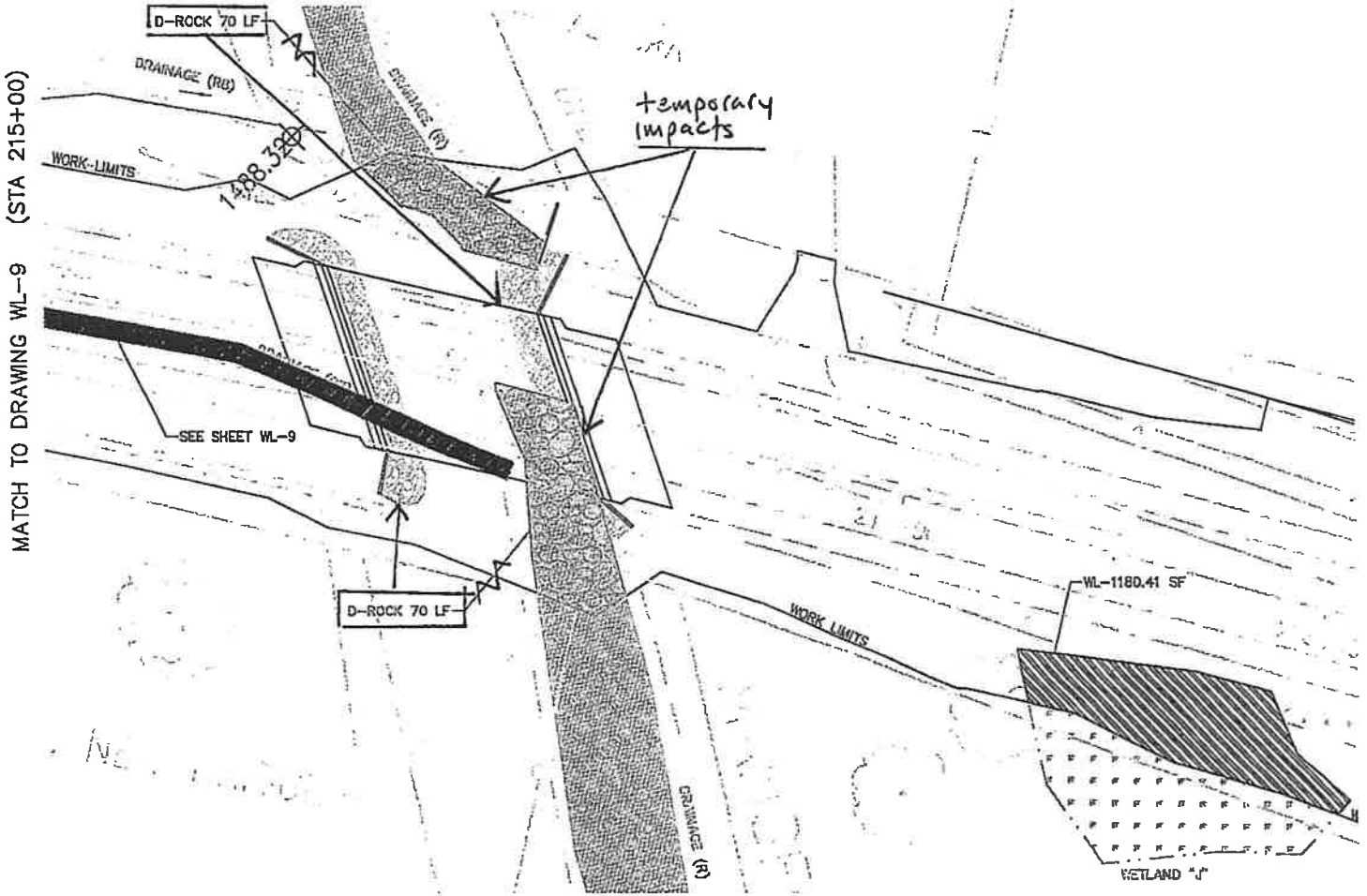
RIP RAP BELOW
OHW = 0.78 CUYD/FT

Cattaraugus County DPW-CR13 Rehabilitation
D/A Processing No. 2011-00341
Cattaraugus County, New York
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CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

CR13 WETLAND IMPACT
WL-9

SCALE: NOTED		DATE: JAN. 26 2016	
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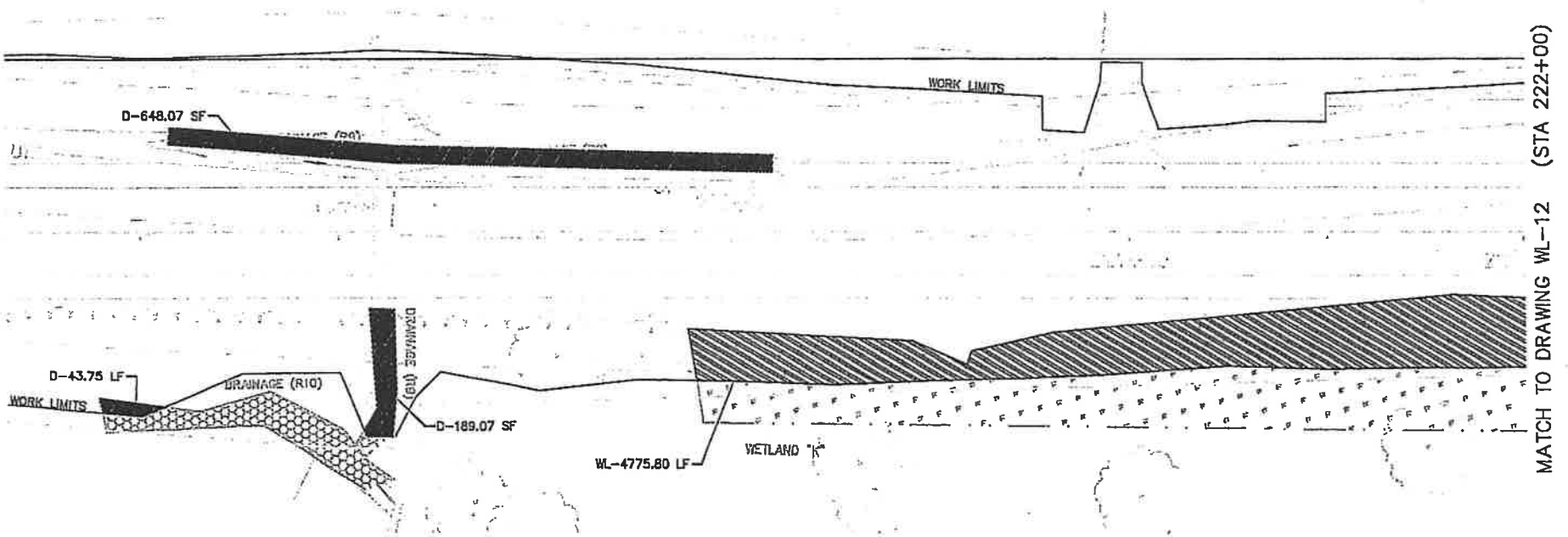


Cattaraugus County DPW-CR13 Rehabilitation
D/A Processing No. 2011-00341
Cattaraugus County, New York
Sheet 18 of 24

CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

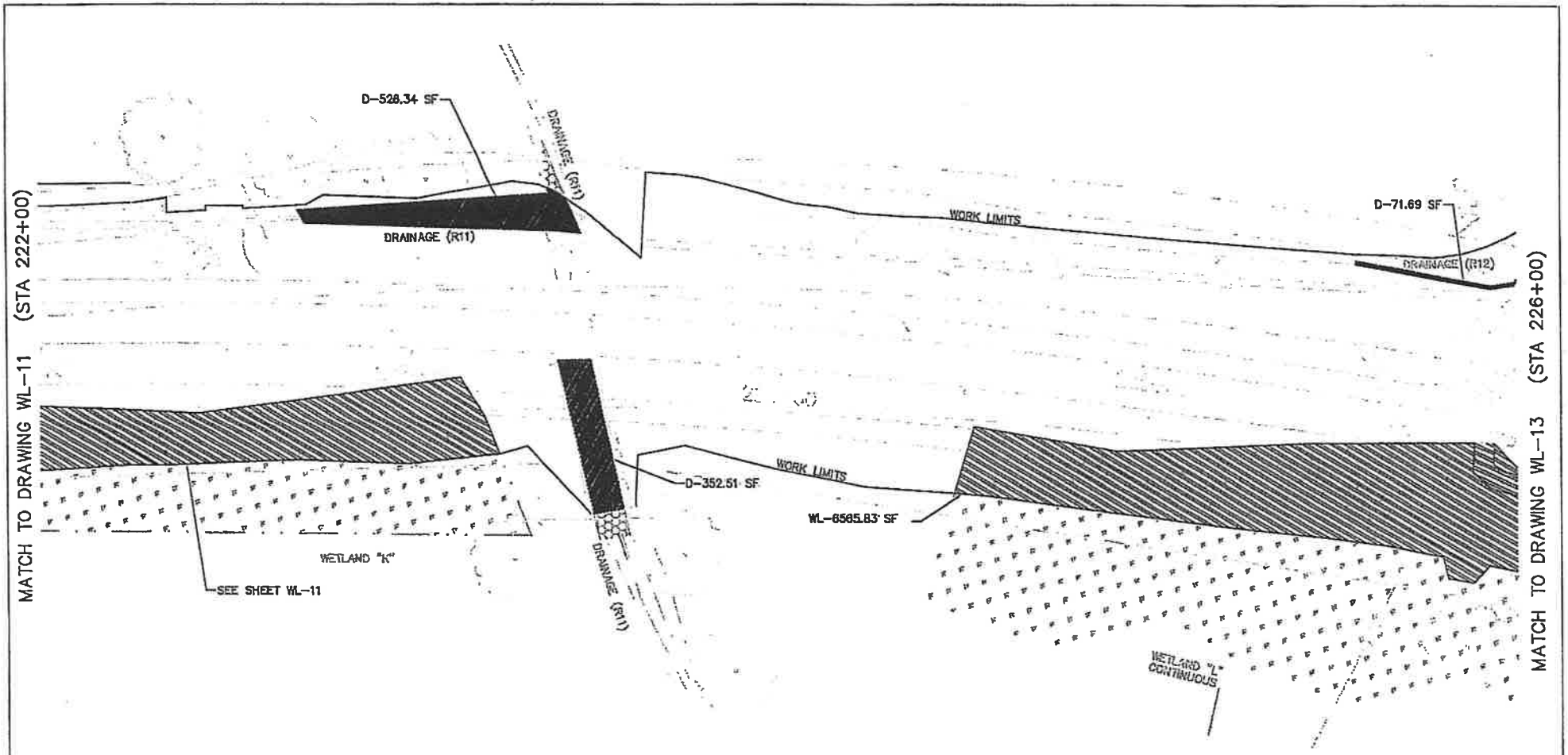
CR13 WETLAND IMPACT
WL-10

SCALE: 1"=40'-0"		DATE: JAN. 26 2016	
DWG.	DGN.	TRACE	CK.



Cattaraugus County DPW-CR13 Rehabilitation
D/A Processing No. 2011-00341
Cattaraugus County, New York
Sheet 19 of 24

CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS			
CR13 WETLAND IMPACT WL-11			
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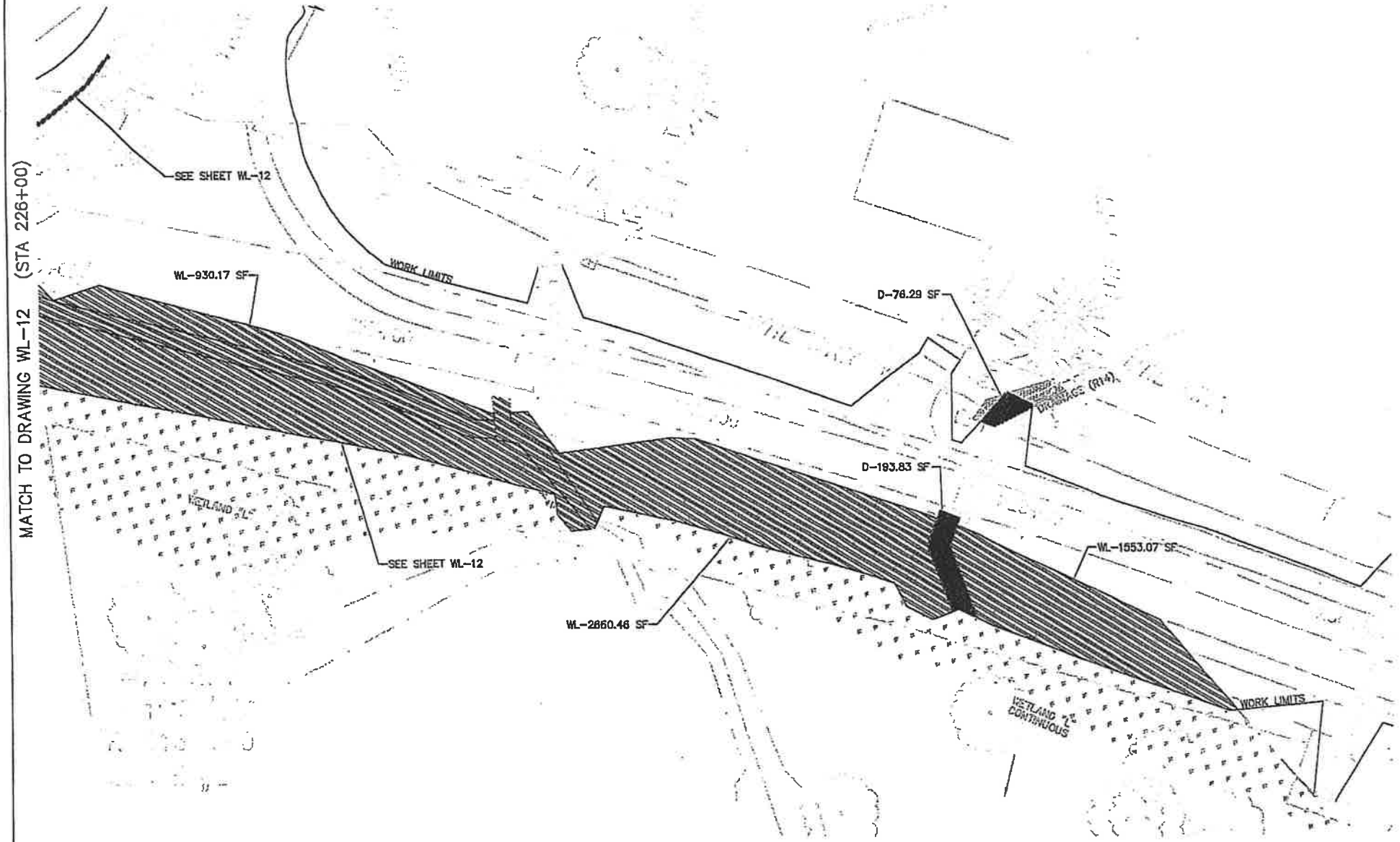


Cattaraugus County DPW-CR13 Rehabilitation
D/A Processing No. 2011-00341
Cattaraugus County, New York
Sheet 20 of 24

CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

CR13 WETLAND IMPACT
WL-12

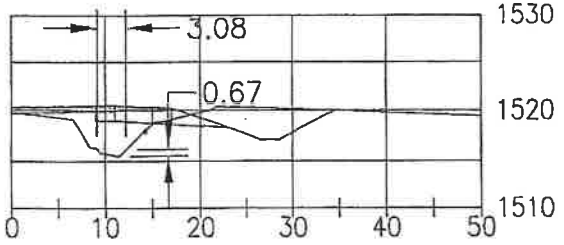
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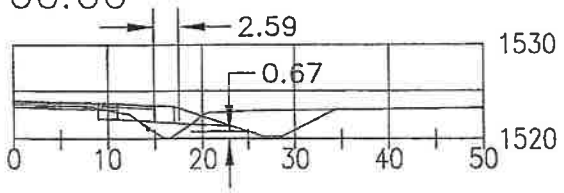
Cattaraugus County DPW-CR13 Rehabilitation
D/A Processing No. 2011-00341
Cattaraugus County, New York
Sheet 21 of 24

CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS			
CR13 WETLAND IMPACT WL-13			
SCALE: 1"=40'-0"		DATE: JAN. 26 2016	
DWG.	DGN.	TRACE	CK.

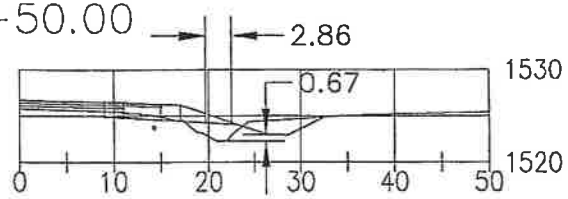
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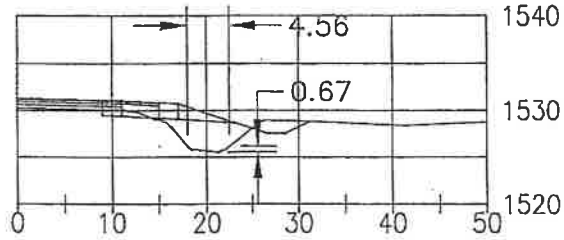
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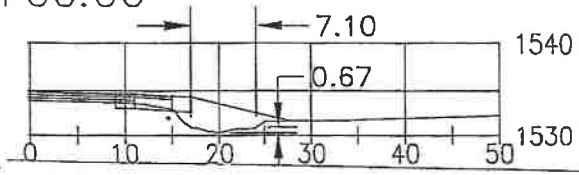
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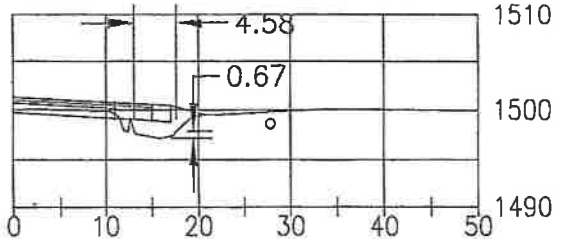
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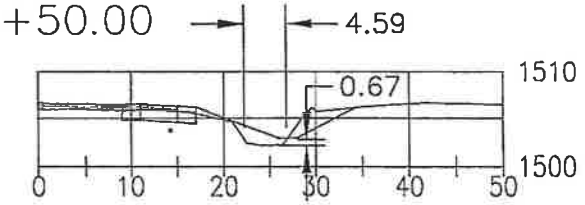
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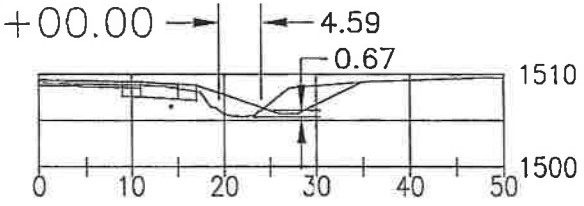
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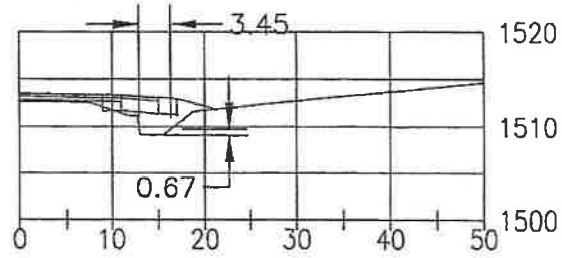
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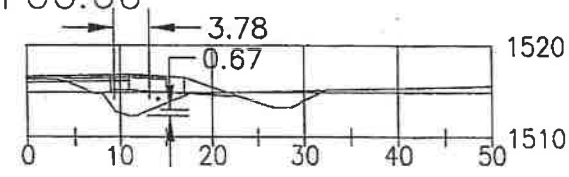
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204+75.00



203+00.00

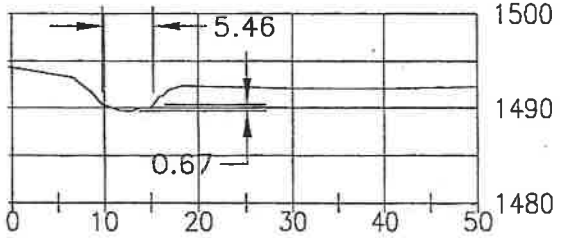


CROSS SECTION USED TO DETERMINE THE IMPACT ON DRAINAGE (R3) THRU (R5),(R7) AND (R9)

STA.	WIDTH OF ORDINARY HIGH WATER (8" OF WATER)
193+00	7.10'
195+00	4.56'
197+50	2.86'
199+00	2.59'
201+00	3.08
203+00	3.78
204+75	3.45'
207+00	4.59'
208+50	4.59'
211+50	4.58'
215+75	+ 5.46'
	46.64'

46.64'/11=4.24' AVERAGE WIDTH OF ORDINARY HIGH WATER FOR DRAINAGE (R3) THRU (R5),(R7) AND (R9)

215+75.00

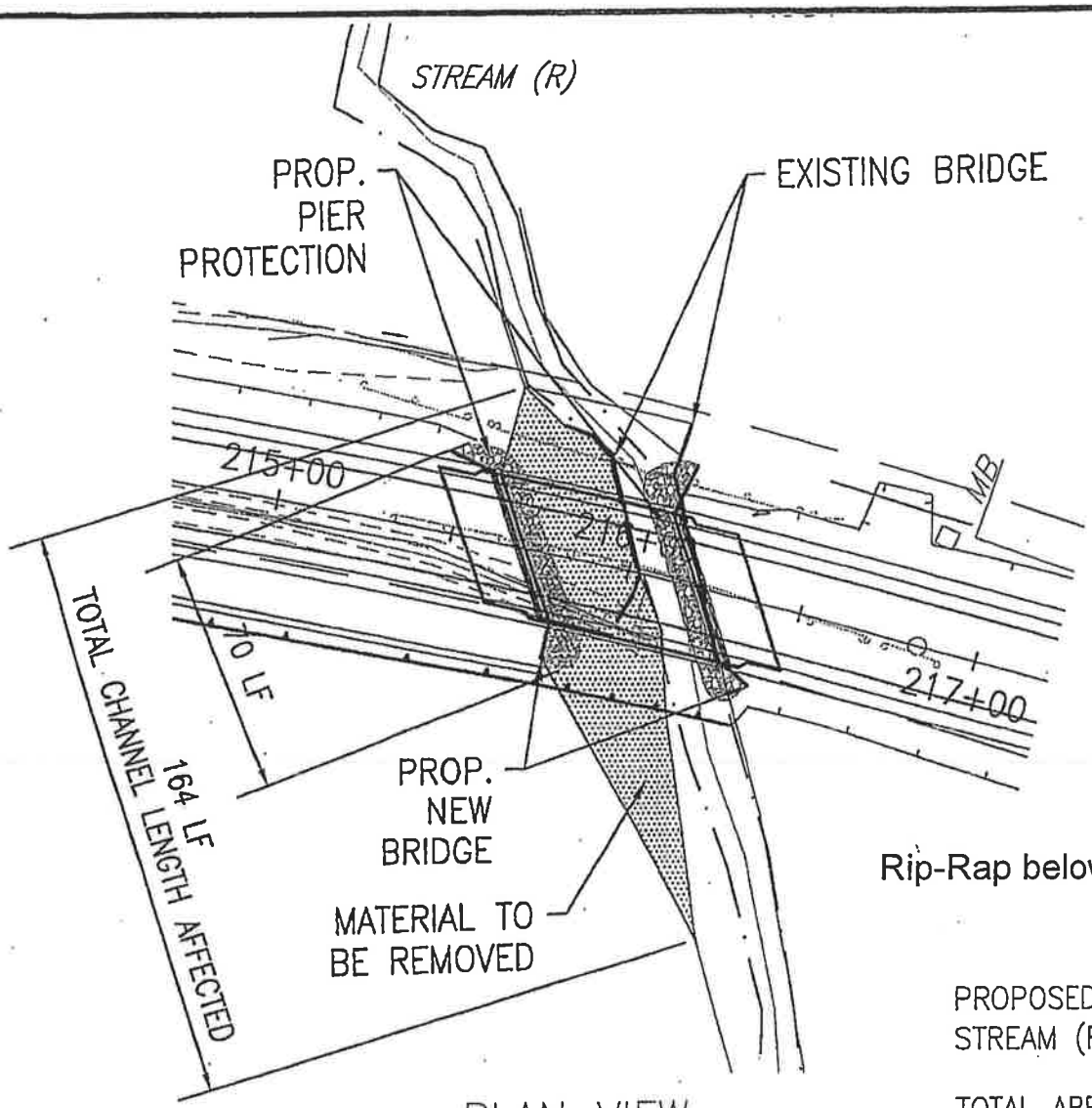


Cattaraugus County DPW-CR13 Rehabilitation
D/A Processing No. 2011-00341
Cattaraugus County, New York
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CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS

CR13 WETLAND IMPACT
WL-14

SCALE: 1"=20'-0"		DATE: JAN. 26 2016	
DWG.	DGN.	TRACE	CK.

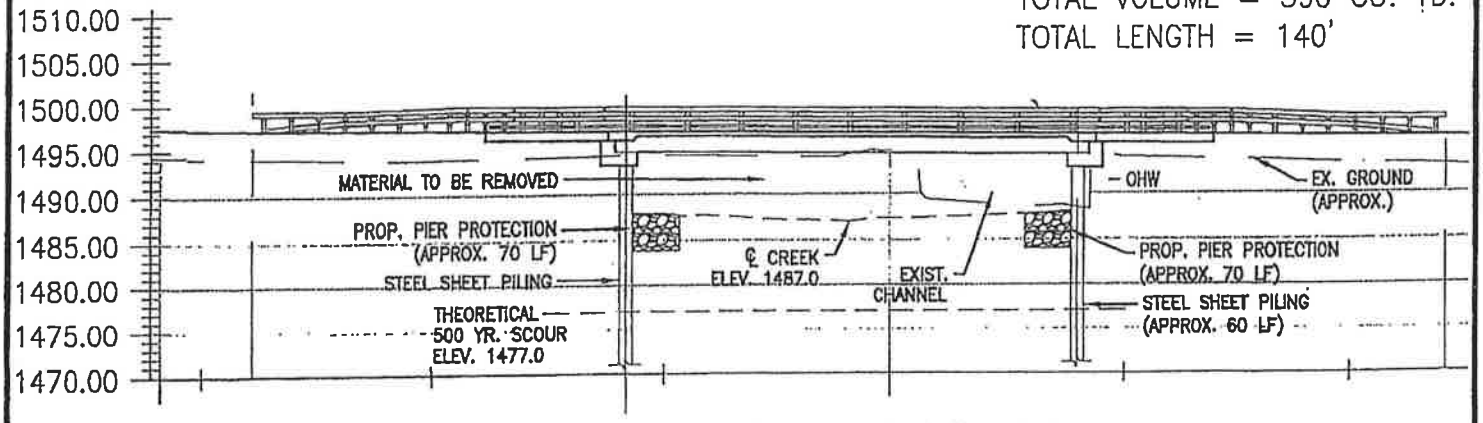


PLAN VIEW

Rip-Rap below OHW = 0.74 cu yd/ft

PROPOSED PIER PROTECTION
STREAM (R)

TOTAL AREA = 877 SQ. FT.
TOTAL VOLUME = 390 CU. YD.
TOTAL LENGTH = 140'



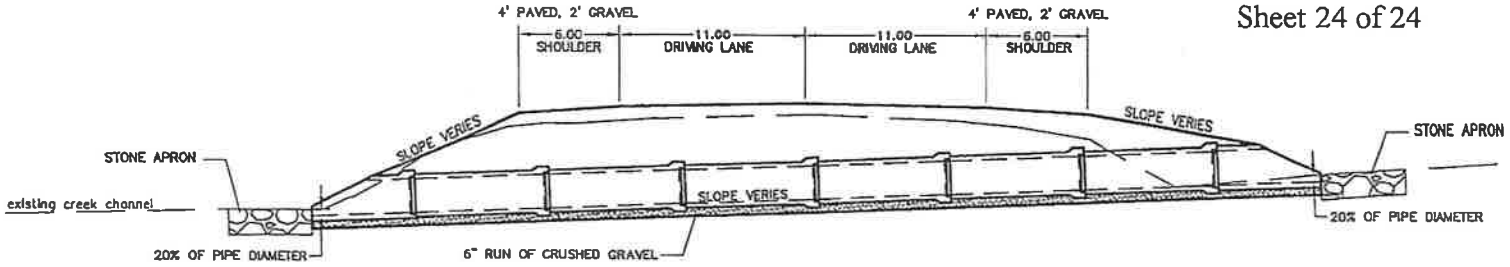
BRIDGE – ELEVATION DRAWINGS

INFORMATION SHEET
REHABILITATION OF C.R. 13
TOWN OF MANSFIELD
CATTURAUGUS COUNTY

CULVERT INSTALLATION
AT
WETLAND R

DRAWN BY: MTC
CHECK BY: TRW
JOB NO. 30050
DWG. NO. BRIDGE

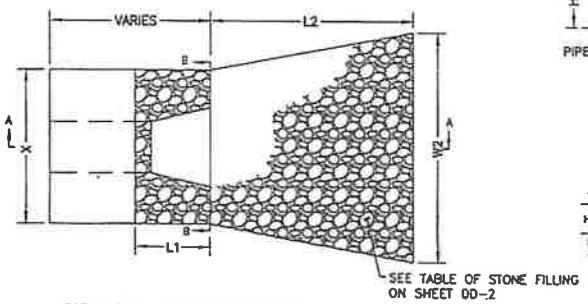
ABATE ASSOCIATES
ENGINEERS & SURVEYORS, P.C.
BUFFALO/JAMESTOWN, NEW YORK
COPYRIGHT © 2011 by Abate Associates Engineers & Surveyors, P.C.



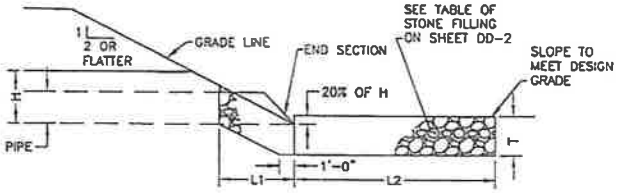
TYPICAL SECTION–CULVERT REPLACEMENT
NOT TO SCALE

STONE APRON TABLE

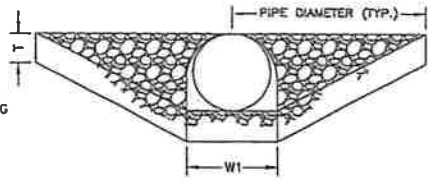
#	PIPE SIZE	H FT.	T FT.	X FT.	W1 FT.	W2 FT.	L1 FT.	L2 FT.
20	12" HDPE	1	1.5	5	4.33	6.5	2	2.5
1	15" HDPE	1.25	1.5	5.25	4.83	7.25	2.5	3.5
2	18" HDPE	1.5	1.5	5.5	5.5	8.25	3	4
6	24" RCP	2	1.5	6	4.5	6.75	6.25	5
6	19"X30"ECP	1.58	1.5	6.5	4.5	7	6	5
2	24"X38"ECP	2	1.5	6	5.75	8.5	6	5
2	34"X53"ECP	2.83	1.5	8.5	7.5	11	8	7
2	38"X60"ECP	3.17	1.5	9	8	12	8	8
2	43"X68"ECP	3.58	1.5	9.67	8.5	12.75	8	9



STONE APRON PLAN
NOT TO SCALE



SECTION A–A
NOT TO SCALE



SECTION B–B
NOT TO SCALE

CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS			
CR13 WETLAND IMPACT WL-15			
SCALE: NOTED		DATE: JAN. 26 2016	
DWG.	DGN.	TRACE	CK.