

# Replacement of Franklinville Bridge No. 22 File Mile Road (C.R. 19) over Ischua Creek

Town of Franklinville

Prepared by:  
Cattaraugus County  
Department of Public Works

8810 Route 242  
Little Valley, NY 14755



General Provisions and Bid Proposal Booklet

August 2018



8-10-2018

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CATTARAUGUS COUNTY DEPARMENT OF PUBLIC WORKS

Instructions to Bidders,

Specifications and Related Documents

For

Replacement of Franklinville Bridge No. 22  
Five Mile Road (C.R. 19) over Ischua Creek  
Town of Franklinville

Cattaraugus County Department of Public Works

8810 Route 242

Little Valley, New York 14755

Tel. (716) 938-9121

Fax (716) 938-2754



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# CATTARAUGUS COUNTY

## DEPARTMENT OF PUBLIC WORKS

*Development – Progress – Workmanship*

*Joseph T. Pillittere  
Commissioner*

*Kathleen M. Ellis  
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 **Replacement of Franklinville Bridge #22**, according to specifications, will be received by the undersigned, at the Department of Public Works Facility, 8810 Route 242, Little Valley, New York, until **Friday, September 14, 2018 at 1:45 p.m.** after which they will be publicly opened at **2:00 P.M.. (at the same location)**, by the undersigned, under the direction of the Public Works Committee of the Cattaraugus County Legislature. Each bid, at the time it is received, will be stamped showing date and time of receipt.

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

### **DPW BID #54 - Replacement of Franklinville Bridge #22**

The project shall consist of the replacement of Franklinville Bridge #22. In addition, the project will also remove the existing bridge and provide an on-site detour utilizing a temporary structure.

Final Request for Information shall be 4:00 P.M. **Friday, September 7, 2018**. Final addendum if needed shall be issued **Monday, September 10, 2018** at 2:00 P.M.

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders will be available **Friday, August 17, 2018**, and may be secured online at [www.cattco.org/bid-request](http://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 Mark Laistner, P.E. of Popli Design Group at (585) 388-2060. 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 Southern Tier Builders Association; 65 West Main St., Falconer, NY 14733, & on their web site, (STBA website at: [www.stba.com](http://www.stba.com)).

Login Page: <http://login.onlineplanservice.com/SP/code.aspx> Password: **NYBX18-03277-2254**

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: August 10, 2018

Department's Preliminary Estimate for Replacement of:

Franklinville Bridge No. 22  
Five Mile Road (C.R. 19) over Ischua Creek

TOWN OF FRANKLINVILLE  
CATTARAUGUS COUNTY

Description: This project is located in the Town of Franklinville, Five Mile Road (C.R. 19), Cattaraugus County, New York. This project will consist of the installation and the removal of a temporary bridge and approaches for an on-site detour, the removal and disposal of the existing two-span through girder bridge, and the construction of a single-span, metalized steel, multi-girder rigid frame bridge.

Deposit Required..... 5% of Bid

Date of Completion: No later than October 25, 2019.

Work to be done: The Contractor shall furnish all materials, equipment, tools and labor of every kind required to 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 May 1, 2018, and all addenda in effect on the date of advertising for bids shall apply, except where modified in these specifications. Where reference is made to New York State, State Department of Transportation, Commissioner, etc., the appropriate Cattaraugus County department or official shall be substituted.

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

The Proposal consisting of Bidding Forms, Required Certifications and Reference Sheet are included in Sections A and B. The submission of the completed forms will constitute a formal bid. The Agreement (Section C) will be completed upon award of the Contract. 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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**\* To be Completed by All Bidders and Returned with Bid. NOTE:**

**\*\* To be Completed by the Apparent Low Bidder.**

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## **SECTION A**

### **UNIT PRICE BID SCHEDULE**

The Contractor shall furnish all materials, equipment, tools and labor of every kind required to replace Franklinville Bridge No. 22 (Five Mile Road/C.R. 19) and perform all other highway work and incidental work in the most substantial and workmanlike manner, and do everything required by the Contract Documents as defined herein.

The total unit price shall be the sum of all material and installation cost for each bid item as defined herein. Each Itemized Bid price shall be entered both in words and numerically in the spaces provided under each item. In the event of a discrepancy the words will be used for tabulation purposes.

**BID FORMS OMITTED FROM  
SPECIFICATION BOOKS**

TO OBTAIN BID FORMS PLEASE CONTACT

DAWN SMITH AT 716-938-9121 EXT. 2465

OR SEND EMAIL REQUEST TO:

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



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**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 109-16, Standard Specifications, Construction and Materials, published by the New York State Department of Transportation, and dated May 1, 2018, 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.

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

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

BY: \_\_\_\_\_  
(Signature of Person Representing Above)

AS: \_\_\_\_\_  
(Official Title of Signator in Above Firm)

(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK        )  
                                      ) SS:  
COUNTY OF                )

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

\_\_\_\_\_  
Notary Public



(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK )

COUNTY OF ) SS:

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

\_\_\_\_\_  
Notary Public

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK )

COUNTY OF ) SS:

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

\_\_\_\_\_  
Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

**Bidder to provide information listed below:**

Bidder Address:

\_\_\_\_\_  
Street or P.O. Box No.

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Federal Identification No.:

\_\_\_\_\_

Name of Contact Person:

\_\_\_\_\_

Phone # of Contact Person:

\_\_\_\_\_

**If Bidder is a Corporation:**

President's Name & Address:

\_\_\_\_\_

Secretary's Name & Address:

\_\_\_\_\_

Treasurer's Name & Address:

\_\_\_\_\_

**If Bidder is a Partnership:**

Partner's Name & Address:

\_\_\_\_\_

Partner's Name & Address:

\_\_\_\_\_

**If Bidder is a Sole Proprietorship:**

Owner's Name & Address:

\_\_\_\_\_

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

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

## REFERENCE SHEET

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

BIDDER'S NAME: \_\_\_\_\_

DATE FILED: \_\_\_\_\_

REFERENCE'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

REFERENCE'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

REFERENCE'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

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

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

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

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

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

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

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

Section 4. Cattaraugus County Vendor Responsibility Form and Procedure.

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

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

#### Section 5. Additional Requirements.

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

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

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

Contractor submissions deemed non-responsive will result in automatic rejection of the bid.

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

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

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

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

“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



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This AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2018 by and between the County of Cattaraugus, a municipal corporation hereinafter called the "County" and \_\_\_\_\_ hereinafter called the "Contractor".

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

Article 1. WORK. The Contractor will perform all Work as shown in the Contract Documents for the completion of the Project generally described as the replacement of **Franklinville Bridge No. 22, Five Mile Road (C.R. 19) in the Town of Franklinville**, 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 25, 2019**. No in-stream 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 "**Replacement of Franklinville Bridge No. 22, Five Mile Road (C.R. 19), Town of Franklinville**" and dated **August 2018**.
- (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 May 1, 2018 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, specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the County.
- (d) 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.
- (e) 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 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 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 attorney's fees.

(m) Conflict of Interest

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

(n) Requests for Payment

All requests for payment by the Contractor must be submitted on forms supplied and approved by the County. Each payment request must contain such items of

information and supporting documentation as required by the County, and shall be all inclusive for the period of time covered by the payment request.

(o) Performance of Work Required

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

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

(p) Independent Contractor Status

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

(q) No-Waiver

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



(r) Severability

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

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 May 1, 2018 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, May 1, 2018 Standard Specifications, Construction and Materials and addenda are amended as follows:

Under Section 101 - Definitions and Terms

1. Chief Engineer  
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Cattaraugus County Commissioner of Public Works" or his authorized representative.
2. Commissioner  
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Cattaraugus County Commissioner of Public Works".
3. 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
4. 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.
5. 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.
6. Departmental Engineering Geologist  
Delete the stated definition and substitute the same definition as above for Subsection 101-17.
7. Division  
Delete the stated definition and insert: "Cattaraugus County Department of Public Works".
8. 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".

9. Executive Deputy Commissioner  
Delete the stated definition and substitute the same definition as above for Subsection 101-17.
10. Final Agreement  
Delete “State of New York, Department of Transportation” and substitute “Cattaraugus County Department of Public Works”.
11. Inspector  
Delete “The Department of Transportation” and substitute “The authorized representative of the Cattaraugus County Department of Public Works”.
12. 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”.
13. Regional Director  
Delete the stated definition and substitute: “When used, means the Cattaraugus County Commissioner of Public Works”.
14. State  
Delete the stated definition and substitute: “When used, means the County of Cattaraugus, represented by the Cattaraugus County Department of Public Works through the Commissioner of Public Works”.

Under Section 102 - Bidding Requirements and Conditions

15. Location of Regional Offices  
Delete entire subsection -- not applicable.
16. Bid Deposit  
Delete from the second and third lines the words “State of New York”, and substitute “County of Cattaraugus”.

## **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 May 1, 2018 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 the replacement of Franklinville Bridge No. 22, Five Mile Road (C.R. 19), in the Town of Franklinville, 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 **Friday, September 14, 2018 at 1:45 p.m.**, after which they will be publicly opened at **2:00 p.m.** (at the same location), under the direction of the Public Works Committee of the Cattaraugus County Legislature. Each bid, at the time received, will be stamped by a clock showing date and time of receipt.

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

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

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

Questions regarding the contract documents for this project may be directed to William A. Fox, P.E., Sr. Civil Engineer for Cattaraugus County Department of Public Works at (716) 938-2439.

All bids must be written in ink on the forms provided. The bid must be accompanied by a certified check, cashier's check, or bid bond made payable to "Treasurer, Cattaraugus County", in the amount of 5% of the bid, as a guarantee that if the Contract is awarded to the bidder, he 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 May 1, 2018 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 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 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. Within a reasonable time following its receipt of the completed CCA-2, and based on the information contained therein, information available from OHSA, DOL, federal and state databases of debarred firms, the state Corporate/Entity Database and other sources, its receipt of proof of the bidder's ability to secure required bonding and insurances, and its own independent investigation, the County will determine whether the bidder is a "responsible bidder" qualified to undertake and complete the Project.

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

## 1.3 PROPOSAL GUARANTY

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

## 1.4 DELIVERY OF PROPOSALS

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

## 1.5 NOTICE OF SPECIAL CONDITIONS

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

- A. Insurance requirements - Item 6.4
- B. Revisions to the New York State Department of Transportation Standard Specifications in Section E
- 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 Permit Requirements – Section F

## 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.

## 1.7 REJECTION OF BIDS

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.

## PART 2 AWARD AND EXECUTION OF CONTRACT

### 2.1 CONSIDERATION OF PROPOSALS

In accordance with Section 102-05 of the 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-19) 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 detour, and maintenance and protection of traffic within project limits
- Layout and instrument survey of items in Contract
- Install erosion and sediment control items
- Demolish existing structure
- Construct new structure
- Place embankment and stone filling
- Grade disturbed areas
- Reconstruct approach roadways
- Remove on-site detour

## PART 4 CONTROL OF WORK

### 4.1 AUTHORITY OF ENGINEER

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

The Engineer shall inspect work performed, review materials to be used, and stop and reject work and materials found to be not in accordance with the plans and specifications. His 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-21).

When in the opinion of the Engineer the Contractor has fully performed the work under the Contract, the Engineer shall recommend to the Commissioner of Public Works the acceptance of the work so completed. If the Commissioner of Public Works accepts the recommendation of the Engineer, then he 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 adjustments 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 within 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 (a1.) through (e.) as described below. An umbrella type policy, dedicated to this contract, may be used to meet these limits.

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

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

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

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

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

## 6.5 LITIGATION

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

# **COUNTY OF CATTARAUGUS STANDARD INSURANCE REQUIREMENTS**

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

## **Minimum Coverage Limits are as Follows:**

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

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

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

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

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

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

## PART 7 PROSECUTION AND PROGRESS

### 7.1 NOTICE TO PROCEED

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

### 7.2 PROSECUTION OF WORK

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

### 7.3 TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work wholly or in part by written order for such period as he 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 in-stream construction will be stipulated in the New York State Department of Environmental Conservation (NYSDEC) and/or Army Corps of Engineers 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.

## NOTICE OF AWARD

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

### PROJECT Description:

**Replacement of Franklinville Bridge No. 22  
Five Mile Road (C.R. 19)  
Town of Franklinville**

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

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: \_\_\_\_\_

### 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:** Franklinville Bridge No. 22, Five Mile Road (C.R. 19), Town of Franklinville,  
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 25, 2019  
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:** Franklinville Bridge No. 22, Five Mile Road (C.R. 19), Town of Franklinville,  
Cattaraugus County

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

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

---

## DEFINITION OF SUBSTANTIAL COMPLETION

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

---

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

\_\_\_\_\_  
Engineer

By \_\_\_\_\_  
Authorized Representative

Date \_\_\_\_\_

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

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Authorized Representative

Date \_\_\_\_\_

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

Cattaraugus County

By \_\_\_\_\_  
Authorized Representative

Date \_\_\_\_\_

## 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.

## **SECTION F**

### **PERMITS**

The following permits have been approved under the following:

NYSDEC – Cattaraugus County General Permit

US Army Corps – NWP#3

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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

May 18, 2018

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

**PROJECT:** Replacement of Franklinville Bridge #22  
Five Mile Road over Ischua Creek (Class/Standard C/C[T])  
Town of Franklinville, Cattaraugus County  
DEC Application ID: **9-0400-00001/00726**

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

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

When you have reviewed this application, please notify the Cattaraugus County Department of Public Works (permittee) and this Department of your permit jurisdiction.

This General Permit verification shall be valid for **one (1) year from the date of this letter.**

Thank you for your cooperation.

Sincerely,



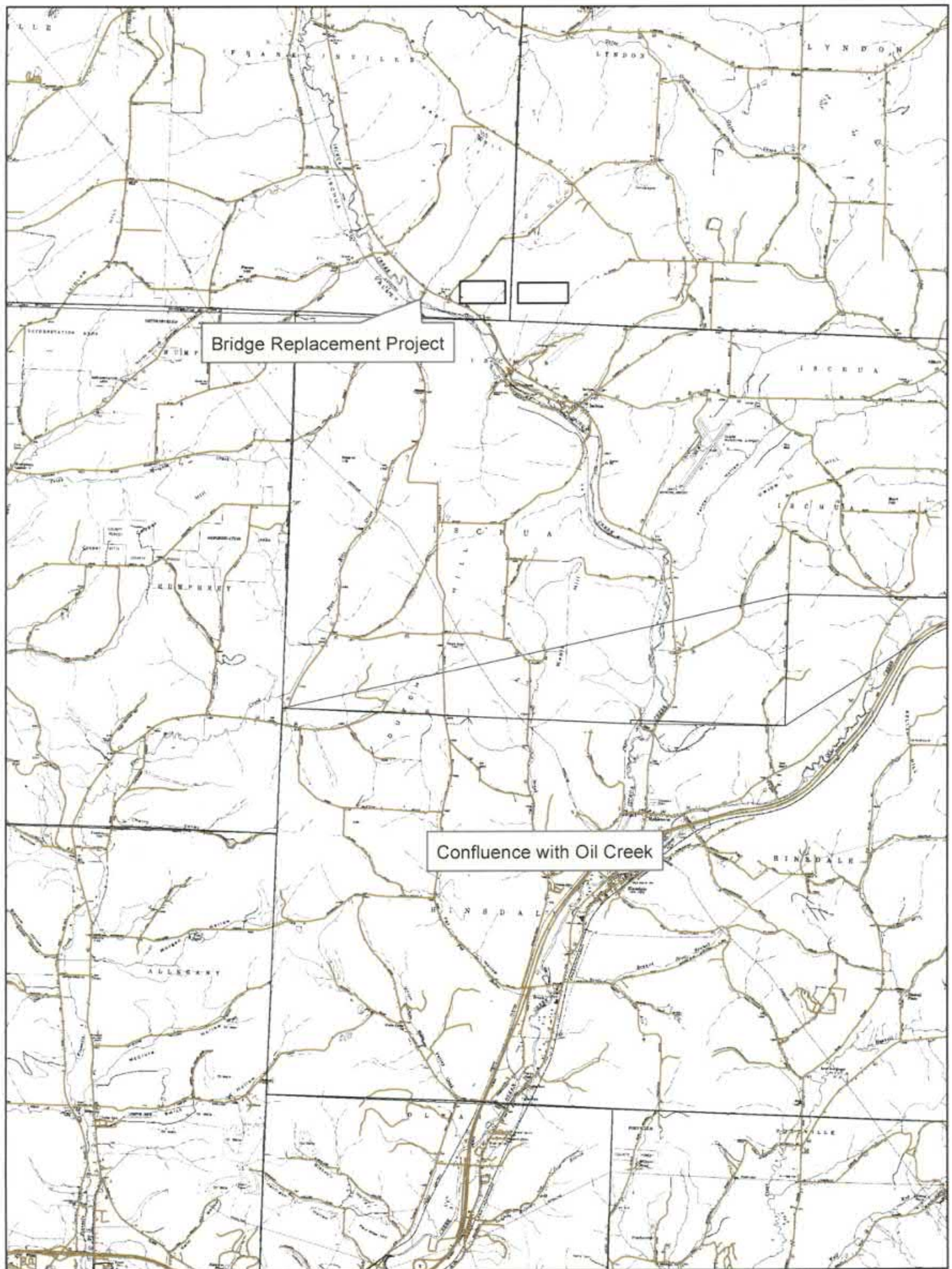
Charles D. Cranston  
Deputy Regional Permit Administrator

cc: Lt. Robert O'Connor, NYSDEC Division of Law Enforcement  
Mr. Scott Cornett, NYSDEC, Bureau of Fisheries  
ec: William Fox, P.E., Cattaraugus County DPW  
Mark Laistner, P.E., Popli Design Group

Note: In accordance with General Permit condition 5.D., no instream work shall be performed from October 1<sup>st</sup> to June 1<sup>st</sup>.



## Franklinville Bridge #22 over Ischua Creek







**DEPARTMENT OF THE ARMY**  
BUFFALO DISTRICT, CORPS OF ENGINEERS  
1776 NIAGARA STREET  
BUFFALO, NEW YORK 14207-3199

July 11, 2018

Regulatory Branch

SUBJECT: Application No. LRB-2018-00107, Nationwide Permit No. 3 as Published in the Federal Register, Volume 82, No. 4, on Friday, January 6, 2017, New York State Department of Environmental Conservation No. 9-0400-00001.

William A. Fox  
Cattaraugus County DPW  
8810 Route 242  
Little Valley, NY 14755

Dear Mr. Fox:

This pertains to your application for a Department of the Army (DA) permit to replace the existing Franklinville bridge with a new bridge structure over Ischua Creek located aton Five Mile Road, in the Town of Franklinville, Cattaraugus County, New York.

I have evaluated the impacts associated with your proposal, and have concluded that they are authorized by the enclosed Nationwide Permit (NWP) provided that the attached conditions are satisfied.

Verification of the applicability of this NWP is valid until March 18, 2022 unless the NWP is modified, suspended, revoked, or the activity complies with any subsequent permit modification. Please note in accordance with 33 CFR part 330.6(b), that if you commence or are under contract to commence an activity in reliance of the permit prior to the date this NWP expires, is suspended or revoked, or is modified such that the activity no longer complies with the terms and conditions, you have twelve months from the date of permit modification, expiration, or revocation to complete the activity under the present terms and conditions of the permit, unless the permit has been subject to the provisions of discretionary authority.

It is your responsibility to remain informed of changes to the NWP program. A public notice announcing any changes will be issued when they occur and will be available for viewing at our website: <http://www.lrb.usace.army.mil/Missions/Regulatory.aspx>. Finally, note that if your activity is not undertaken within the defined period or the project specifications have changed, you must immediately notify this office to determine the need for further approval or reverification.

Your initiation of work as authorized by the enclosed NWP acknowledges your acceptance of the general and special conditions contained therein. This affirmation is limited to the attached NWP and associated WQC, and does not obviate the need to obtain any other project specific Federal, state, or local authorization. Specifically, you may need to obtain Article 15

Regulatory Branch

SUBJECT: Application No. LRB-2018-00107, Nationwide Permit No. 3 as Published in the Federal Register, Volume 82, No. 4, on Friday, January 6, 2017, New York State Department of Environmental Conservation No. 9-0400-00001.

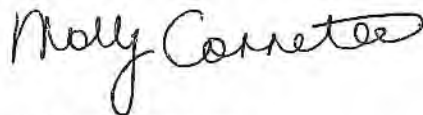
(Protection of Water), Article 24 (Freshwater Wetland), and/or Article 34 (Coastal Erosion Management) authorization from the New York State DEC.

In addition to the general conditions attached to the NWP, your attention is directed to the following Special Conditions which are also appended at the end of the NWP:

1. To reduce any potential adverse effects on the Federally threatened Northern long-eared bat (*Myotis septentrionalis*), trees (woody stems > 3 inches Diameter at Breast Height) must not be cut between April 1 and September 30, of any year.
2. If the construction activity is to occur between April 1 and November 1 of any year, the permittee must inspect the bridge and surrounding work areas within one (1) year prior to the commencement of construction activities, in accordance with the attached bridge inspection guidance from the Federal Highway Administration and Federal Railroad Administration Range-Wide Biological Assessment for Transportation Projects for Indiana Bat and Northern Long-Eared Bat. If any bats or signs of bats are determined to be present on the bridge or work areas, the permittee must immediately stop work authorized by the permit and coordinate with Molly Connerton (U.S. Army Corps of Engineer Project Manager) and the U.S. Fish and Wildlife Service to determine if further coordination is necessary.

Questions pertaining to this matter should be directed to me at 716-879-4304 by writing to the following address: U.S. Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York 14207, or by e-mail at: [molly.a.connerton@usace.army.mil](mailto:molly.a.connerton@usace.army.mil)

Sincerely,



Molly Connerton  
Biologist

Enclosures



## COMPLETION FORM / COMPLIANCE CERTIFICATION

Each permittee who receives a Nationwide Permit (NWP) verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any compensatory mitigation.

APPLICANT:  
William A. Fox  
Cattaraugua County DPW  
8810 Route 242  
Little Valley, NY 14755

POINT OF CONTACT:  
William A. Fox  
Cattaraugua County DPW  
8810 Route 242  
Little Valley, NY 14755

File No.: 2018-00107  
File Closed: 07/11/2018  
NWP No.: 3

**Upon completion of the activity authorized by this permit and any required compensatory mitigation sign this certification and return it to the address listed below within 30 days of project completion.**

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, revocation, and/or assessment of administrative penalties.

The permittee shall certify the completion of the authorized work and mitigation:

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

\_\_\_\_\_  
William Fox

\_\_\_\_\_  
Date

Permittee Telephone Number: (716) 938-9121

Project location: Five Mile Road, Town of Franklinville, Cattaraugus County, New York

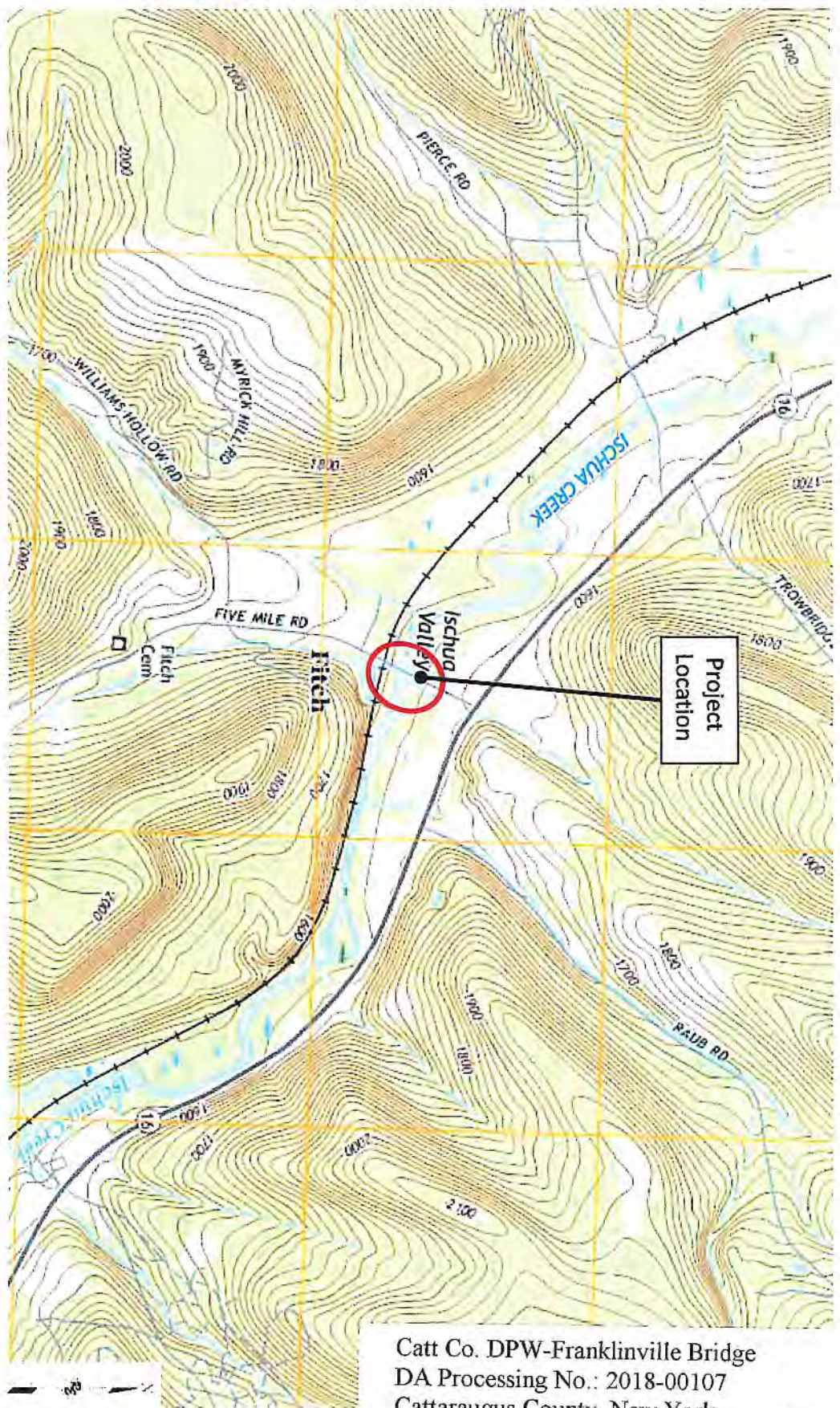
Project Description: Bridge Replacement

Authorized Impacts (Waters of the U.S. Impacted by Project): 124 Linear Feet

Waterway and/or Project Setting: Ischua Creek

Return completed form to:  
**Mr. David Leput**  
**Regulatory Branch**  
**U.S. Army Corps of Engineers**  
**1776 Niagara Street**  
**Buffalo, NY 14207**





**Source:**  
Franklinville NY, Quadrangle, USGS 2016

**RAVI ENGINEERING  
& LAND SURVEYING, P.C.**  
2110 SOUTH CLINTON AVENUE, SUITE 1  
ROCHESTER, NEW YORK 14618  
TL: (585) 223-3660 FX (585) 223-4250

Franklinville Bridge 22 Replacement Project  
County Road 19 over Ischua Creek  
Town of Franklinville, Cattaraugus County

Figure 1: Site Vicinity Map

PROJECT NO.  
40-17-108

DATE:  
July 2017

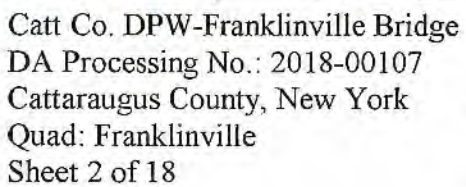
SCALE:  
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DRAWING NO:  
1

Catt Co. DPW-Franklinville Bridge  
DA Processing No.: 2018-00107  
Cattaraugus County, New York  
Quad: Franklinville  
Sheet 1 of 18







April 14, 2017

- Key:

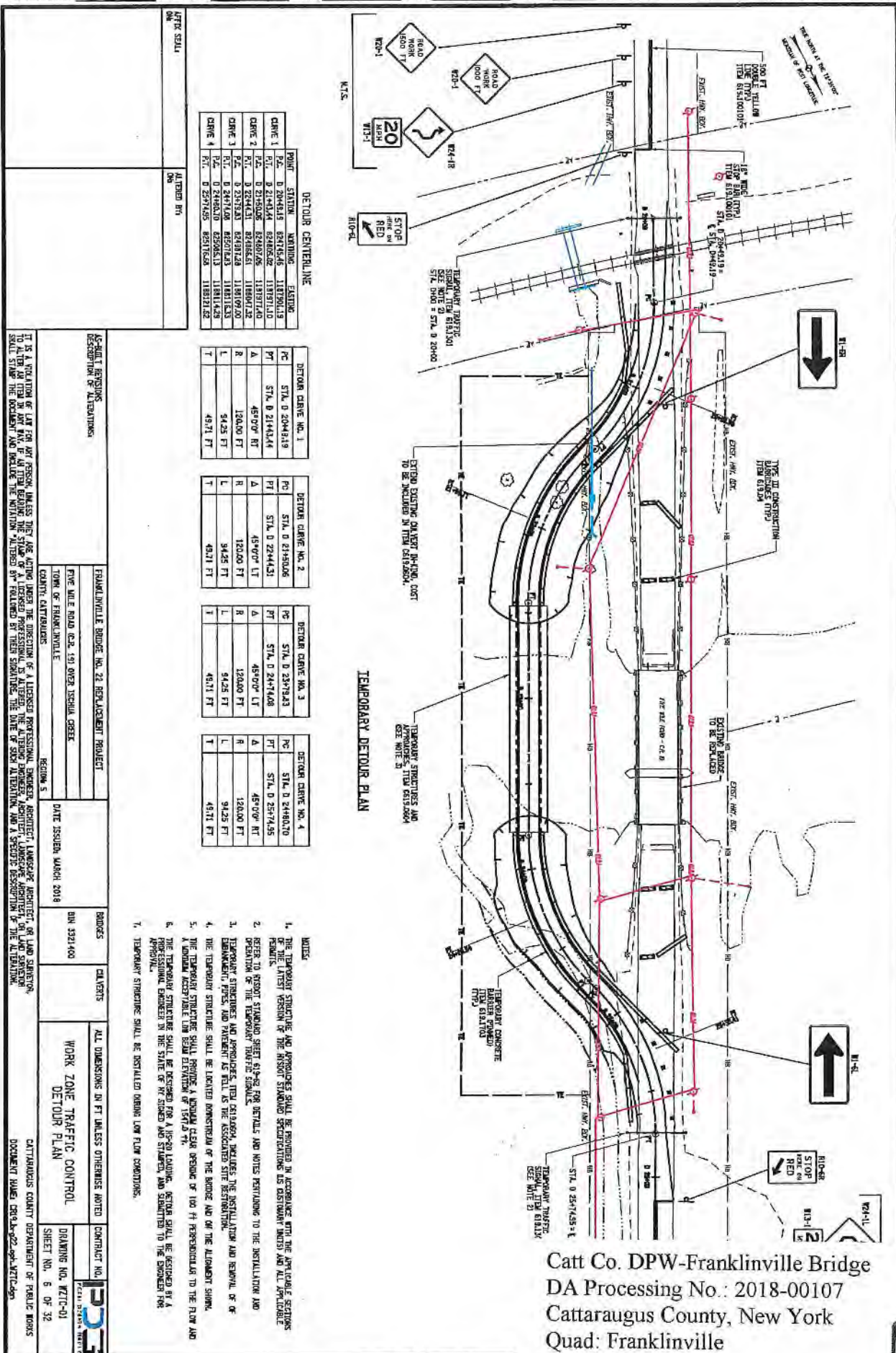
- Office of Real Property & GIS Services

**RAVI ENGINEERING  
& LAND SURVEYING, P.C.**

DATE: July 2017

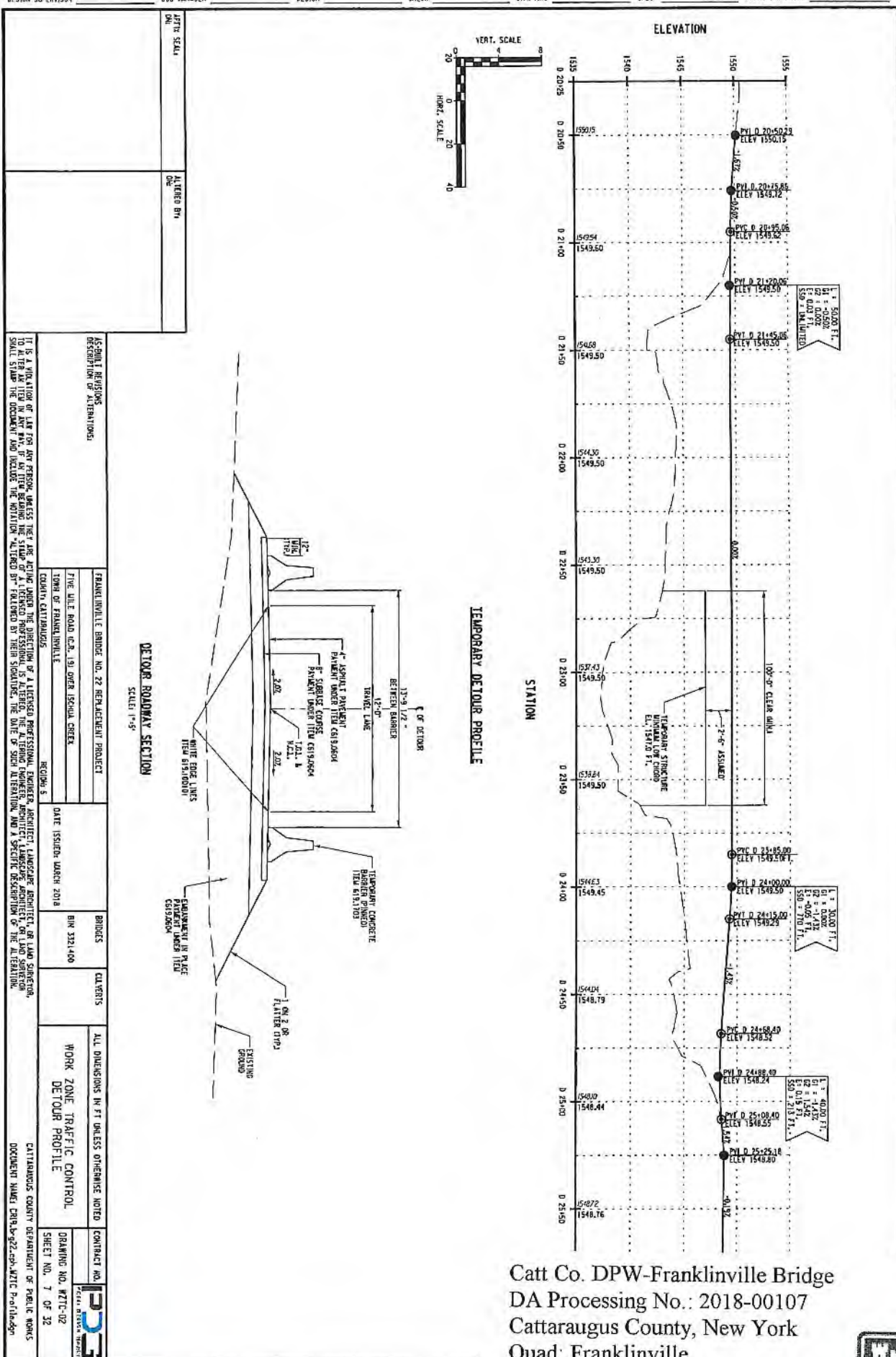
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Catt Co. DPW-Franklinville Bridge  
DA Processing No.: 2018-00107  
Cattaraugus County, New York  
Quad: Franklinville  
Sheet 3 of 18







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<p><b>STRUCTURE NOTES</b></p> <ol style="list-style-type: none"> <li>1. ALL STRUCTURAL STEEL SHALL CONFORM TO A515 OR A588 GR. 50.</li> <li>2. THE CONNECTIONS ATTENTION IS DIRECTED TO THE PROVISIONS OF THE CURRENT SPECIFICATIONS FOR STRUCTURAL STEEL, WHICH ALLOW THE OPTION OF A TYPING FOLLOWING OPTION WILL BE FURNISHED AVAILABLE TONG.</li> <li>3. NO REVISIONS FROM THE HUMAN DESIGN, SHOWN ON THESE PLANS MAY BE MADE WITHOUT THE PERMISSION OF THE ENGINEER.</li> <li>4. FOR THE LUMS AND STRUCTURAL STEEL, USED IN THE CONTRACT, THE "WORLD WEIGHT FOR PROGRESS PAYMENT" IS AS FOLLOWS:</li> </ol>		<p><b>PROGRESS PAYMENT</b></p> <p>554,000 LBS</p> <p>554,000 LBS</p>
<p><b>STEEL ERECTION NOTES</b></p> <ol style="list-style-type: none"> <li>1. THE CONTRACTOR SHALL PROVIDE FOR THE STABILITY OF STRUCTURAL STEEL, DURING THE ERECTION OF THE STRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE DURING THE ERECTION OF THE STRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE DURING THE ERECTION OF THE STRUCTURE.</li> <li>2. THE DESIGN OF THIS STRUCTURE ASSUMES THAT THE STRUCTURAL STEEL IS CORRECTLY ERECTED BEFORE IT IS ALLOWED TO BECT LUMEN ITS OWN DEAD LOAD, AND THAT THE STRUCTURE IS STABLE DURING THE ERECTION OF THE STRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE DURING THE ERECTION OF THE STRUCTURE.</li> </ol>		<p><b>PROGRESS PAYMENT</b></p> <p>554,000 LBS</p> <p>554,000 LBS</p>

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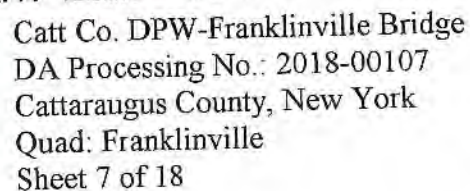
SCALE: 1" = 40'-0"

- REMOVE ALL FILL MATERIAL FROM WITHIN THE PIER DOWN TO THE METALIC BRIDGE TO BOLTING THE STEEL DECK AND CHESTING.

**123**  
HOLLYWOOD BLVD

Catt Co. DPW-Franklinville Bridge  
DA Processing No.: 2018-00107  
Cattaraugus County, New York  
Quad: Franklinville  
Sheet 6 of 18

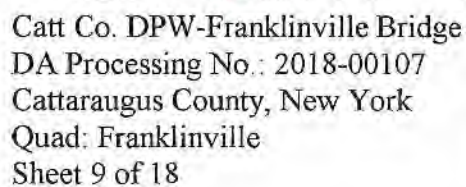










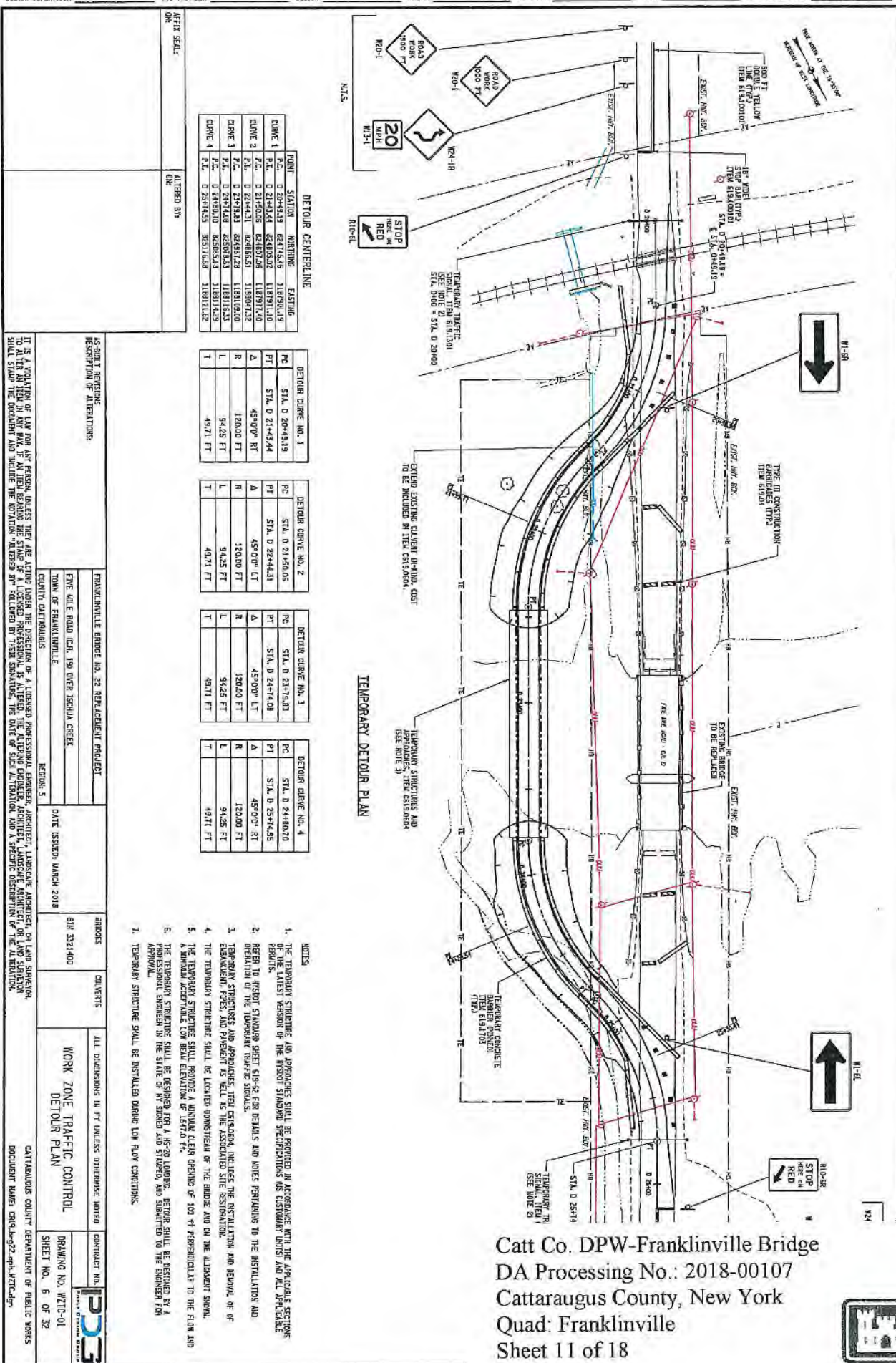


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SHEET NO. 13 OF 32



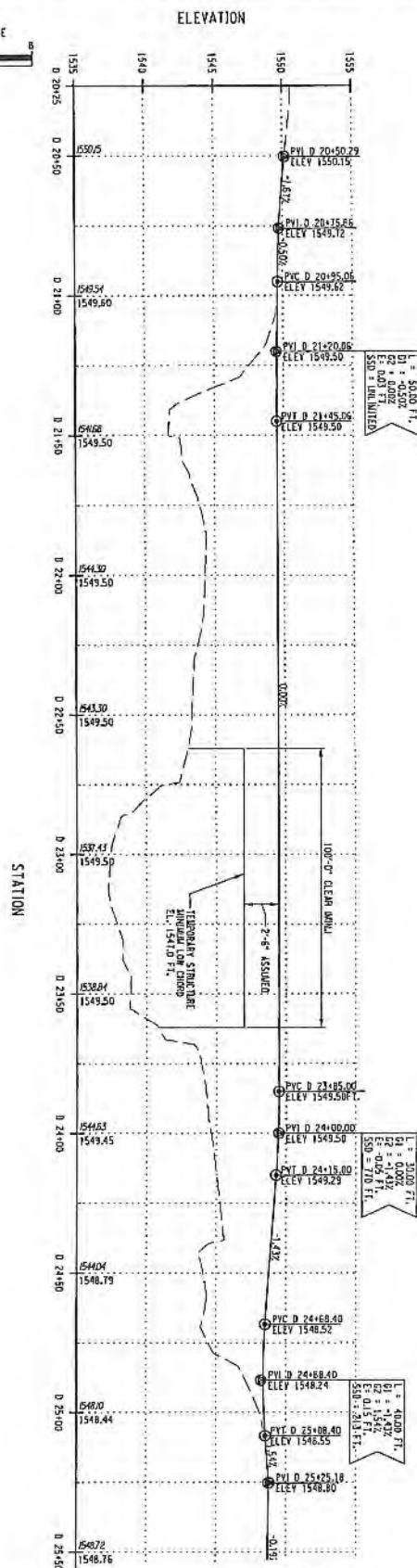
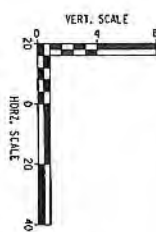




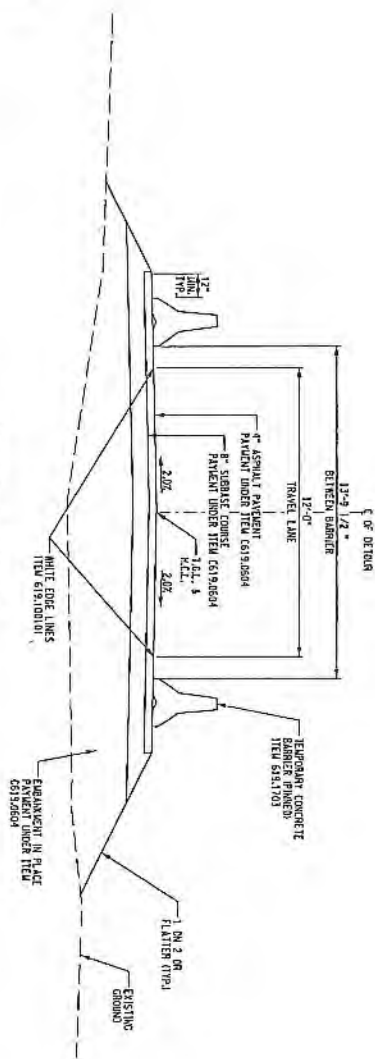


Catt Co. DPW-Franklinville Bridge  
 DA Processing No.: 2018-00107  
 Cattaraugus County, New York  
 Quad: Franklinville  
 Sheet 11 of 18






### TEMPORARY DETOUR PROFILE



**DETOUR ROADWAY SECTION**

SCALE: 1"=5'

ASSESSMENT DESCRIPTION OF ALTERATIONS:  FINANCIALVILLE BRIDGE NO. 22 REINFORCEMENT PROJECT  FIVE MILE ROAD C&D, 19 OVER ISCHIA CREEK  TOWN OF FINANCIALVILLE  COUNTY, CALIFORNIA		REGION: 5  DATE ISSUED: MARCH 2018		BRIDGES CHARTERS BIN 3281400	
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER OR IN ANY WAY, BY ANY MEANS, THE STAMP OF A LICENSED PROFESSIONAL, IS ALSO THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, SHALL SIGN THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY [NAME SIGNATURE], THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.		WORK ZONE TRAFFIC CONTROL DETOUR PROFILE		ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED  CONTRACT NO. 1045 DRAWING NO. WZTC-02 SHEET NO. 7 OF 32	
CALTRANS/COUNTY DEPARTMENT OF PUBLIC WORKS DOCUMENT NAME: CEN35-g22-ph-wztc ProfilePlan					

Catt Co. DPW-Franklinville Bridge  
DA Processing No.: 2018-00107  
Cattaraugus County, New York  
Quad: Franklinville  
Sheet 12 of 18





CONNECTION PLATES, SHALL BE METALLIZED FOR THEIR ENTIRE


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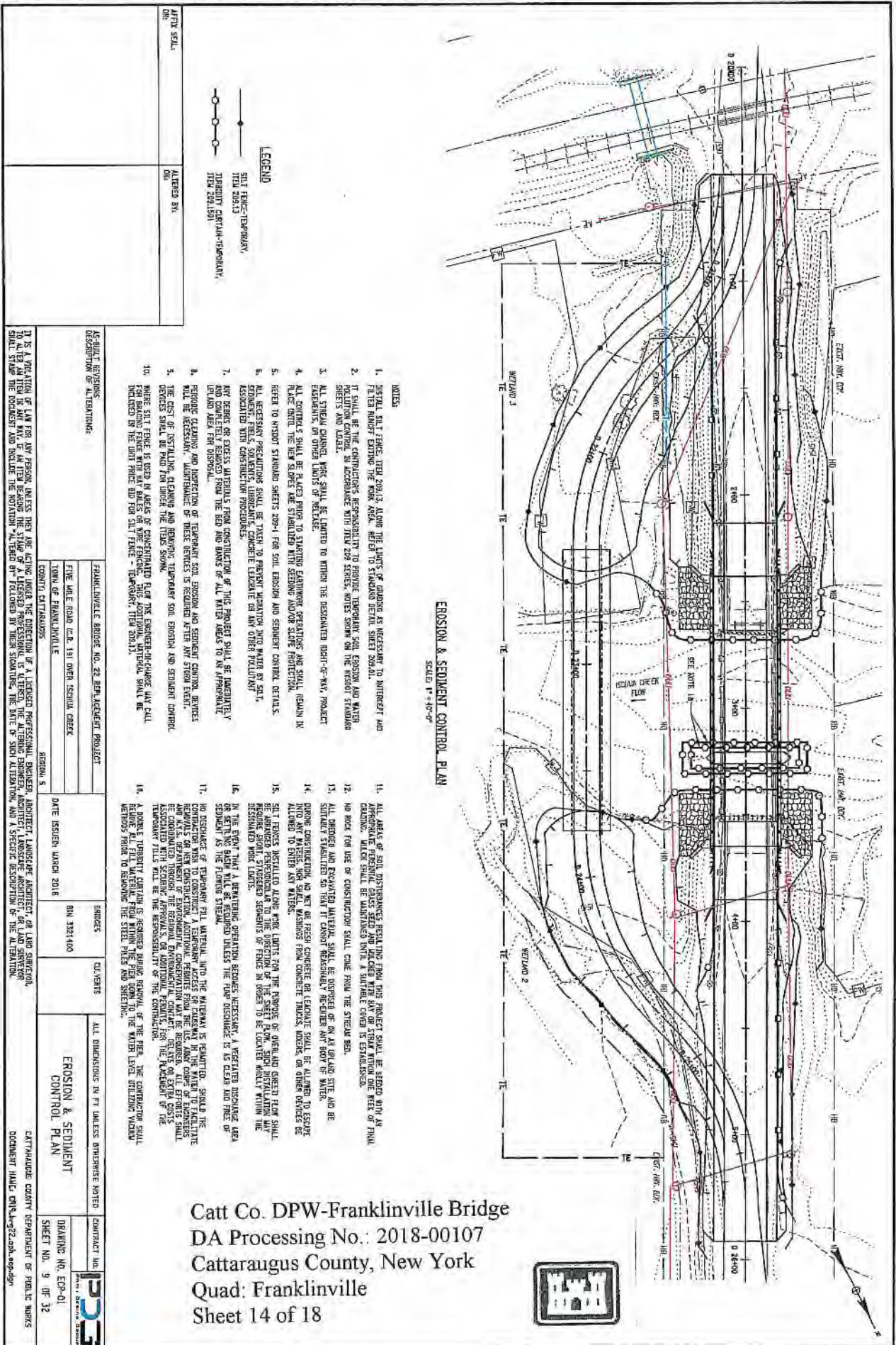
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| ALL DISPOSITIONS IN FT. MILES, OTHERWISE, NOTES                                       | CONTRACT NO.  |
| GENERAL NOTES   | <br>DRAWING NO. CH-01<br>SHEET NO. 8 OF 32 |
| CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS<br>DOCUMENT NAME: CH01-032-08-07-01.dwg |   |

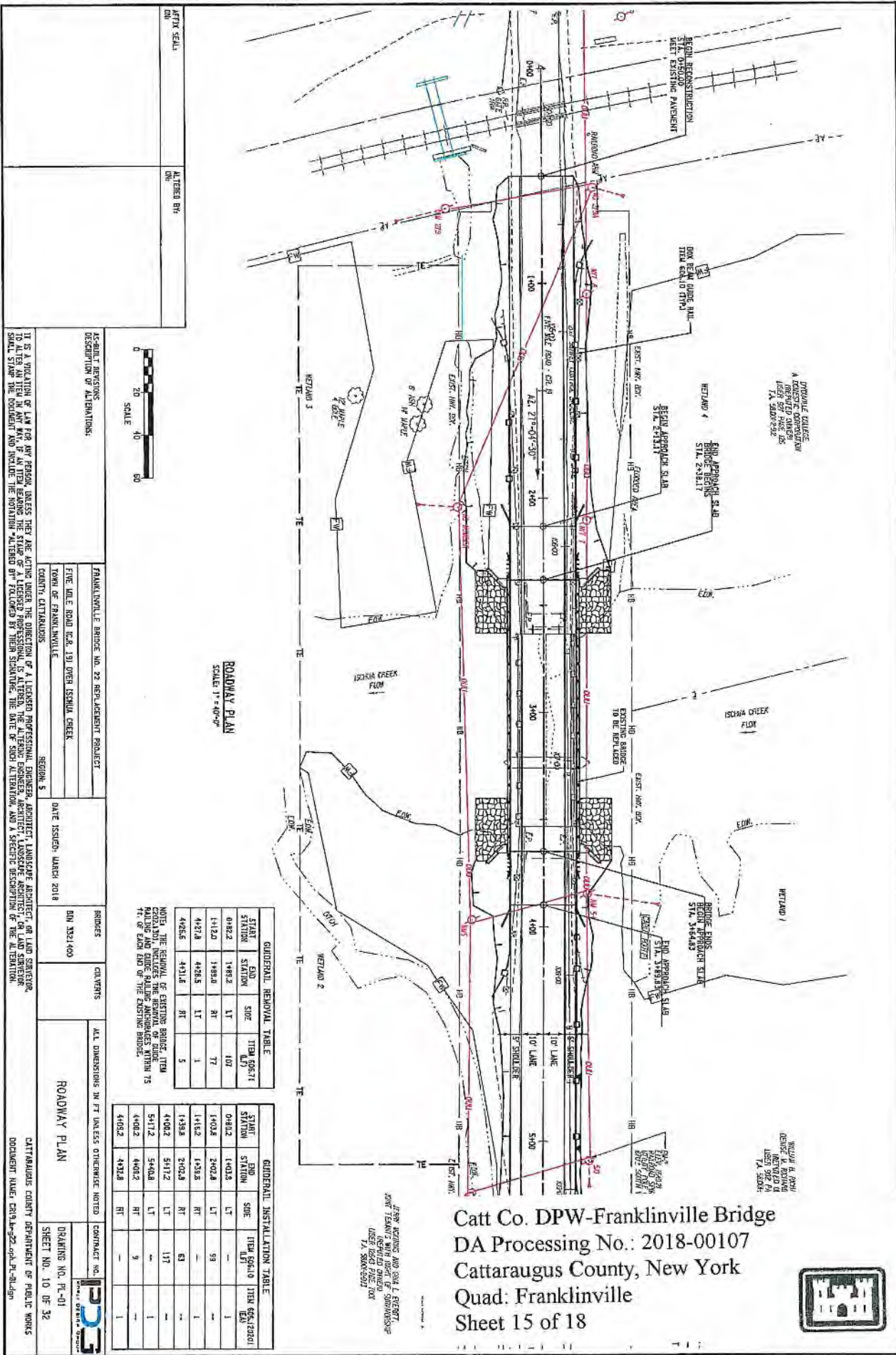




Catt Co. DPW-Franklinville Bridge  
DA Processing No.: 2018-00107  
Cattaraugus County, New York  
Quad: Franklinville  
Sheet 14 of 18



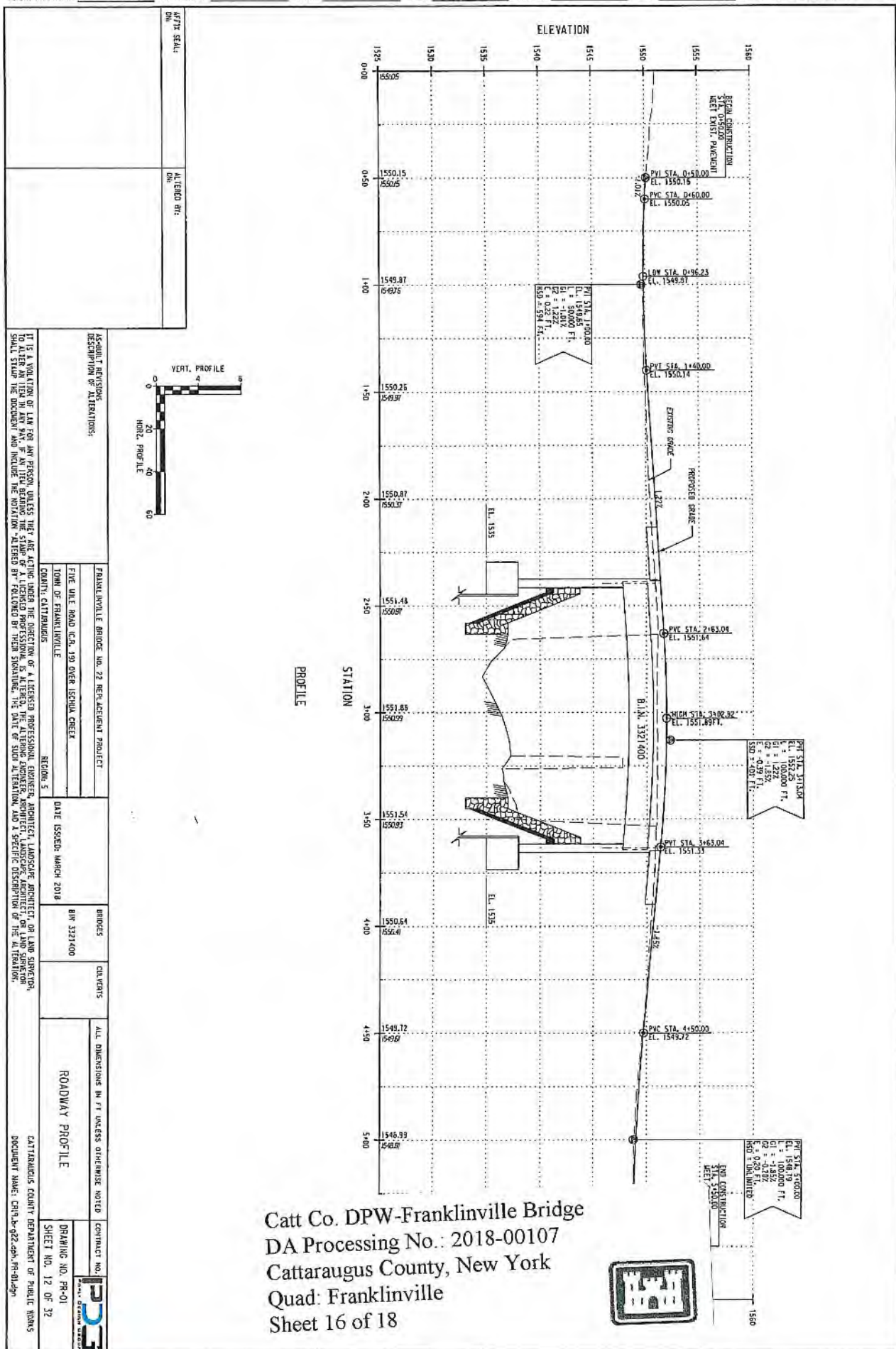




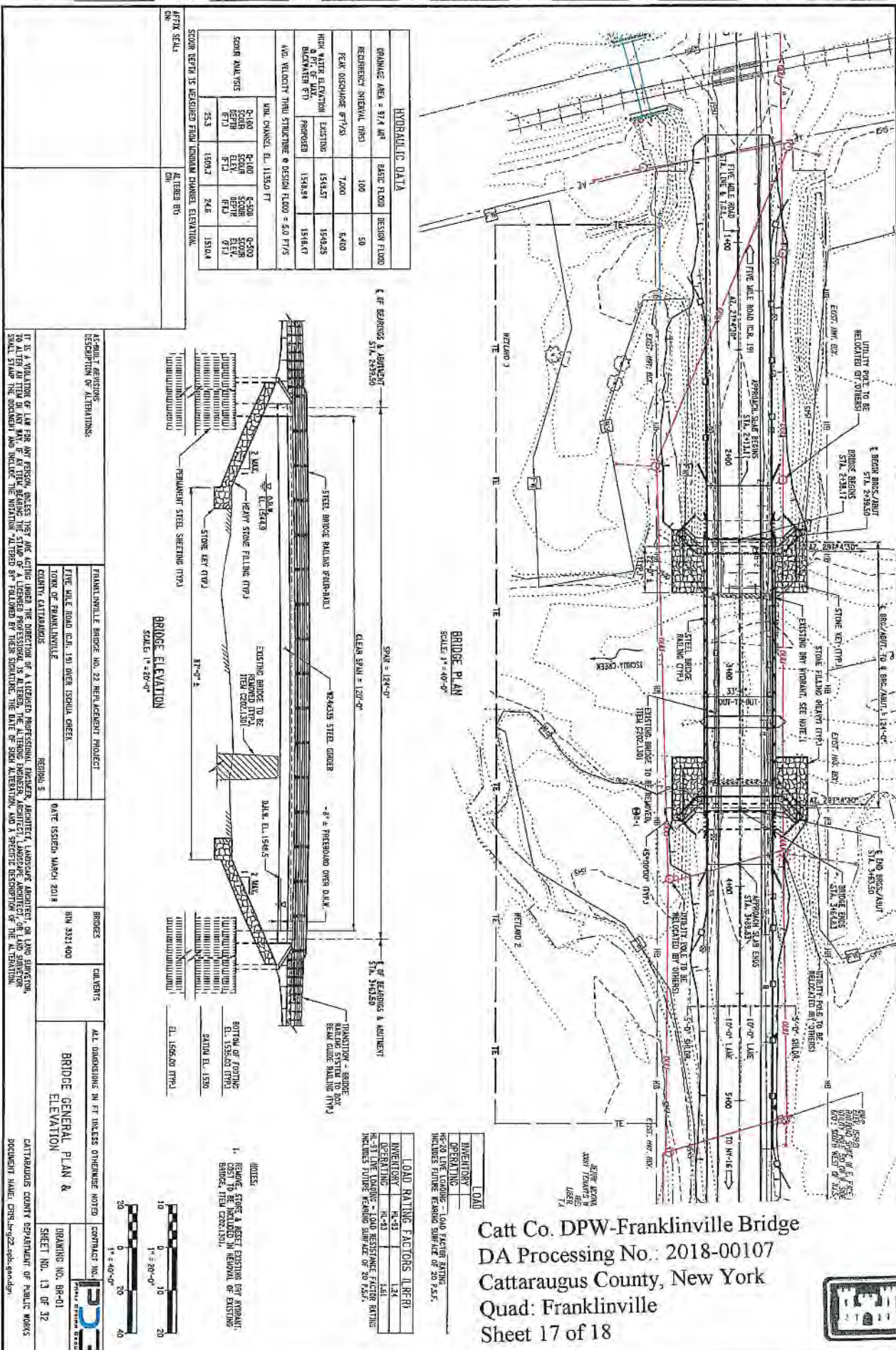
Catt Co. DPW-Franklinville Bridge  
 DA Processing No.: 2018-00107  
 Cattaraugus County, New York  
 Quad: Franklinville  
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Catt Co. DPW-Franklinville Bridge  
 DA Processing No.: 2018-00107  
 Cattaraugus County, New York  
 Quad: Franklinville  
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## APPENDIX B: Bridge Inspection Guidance

### FHWA/State DOT/FRA

#### Preliminary Bat Inspection Guidelines for Bridges/Structures

##### DOT Environmental Division

*Adapted from the Indiana Department of Transportation 2010 Bridge Inspection Manual and the Bernardin, Lochmueller and Associates 2007 document.*

The guidelines in this document describe favorable characteristics of bridges/structures that may provide habitat for many bat species and preliminary indicators intended to determine if any bat species are using bridges/structures.

Individuals conducting reviews for bats must use the Bridge Inspection Form and must include a copy of the completed form in their project file. Individuals inspecting bridges/structures should employ appropriate safety measures in conducting these reviews and avoid touching any bats. Recommended equipment include a flashlight (preferably a headlamp), hard hat, binoculars or spotting scope, digital camera, check list and a fine- to medium-point permanent marker or pen. It is advisable that individuals also consider having a dust mask, cellular phone, and boots if access beneath structures is desired. Easily removed, protective coveralls may be advisable if access requires crawling.

##### Favorable Characteristics

###### Cracks in Concrete

Cracks in the concrete are used by bats as a foothold in roosting (Photo 1). In addition, some bats may be hidden from sight in wider cracks in the concrete and behind deteriorating concrete sections in the ceiling or walls. Look for cracking along support beams and inner walls especially below a fillet (a concrete filling between ceiling and vertical beam). During inspection, sounds may be heard coming from behind such cracks and/or expansion joints.

###### Expansion Joints (Bridges)

Expansion joints can provide protected cover for bats (Photos 2 and 3), but do not always provide habitat, depending upon whether they are obstructed by road debris or other blockages to use. If possible during inspection, individuals should look into expansion joints or in other cracks with a flashlight. If joints are used by bats, often there will be guano under the joints (Photos 4-6), but not always, since the joint may be located over water.

###### Cave-like Environment

While inspecting bridges or structures, look for dark environments that mimic cave-like conditions such as under the deck in the case of a bridge (Photos 12 and 13) or an attic in the case of a structure. This may involve crawling under low areas so a hard hat is recommended. Such places (e.g., a concrete bunker secreted into a hillside with an open front) provide protection from wind, rain, sleet, hail and predators. Bats do not roost near the ground where predators (cats, raccoons, etc.) can reach them. Roosting is usually at least 4 feet from the ground.

April 17, 2015

### **Large Rivers in Wide Floodplains (Bridges)**

Many concrete bridges that span larger rivers in wide floodplains offer excellent areas for roosting, although bats are not restricted to using these sites. These areas tend to have an ample food supply and may also serve as historic flyways for bats during migration (i.e., March-May and September-November). These bridges may also offer opportunities for mating in late fall.

### **Preliminary Indicators of Bat Presence**

The four indicators presented here document physical observations that can easily be made for individual structures. Each of these indicators should be considered on its own merits and the presence of even one of these on a bridge is enough documentation to confirm bat usage. If questions arise regarding interpretation of these indicators, individuals should contact the District Environmental Manager for clarification or assistance. (NOTE: Some of these indicators, visual and sound, will not be present during normal hibernation periods, as bats do not hibernate under bridges. Hibernation usually occurs between September and May, but contact your local USFWS Field Office for exact dates.)

#### **Visual**

Look for bats flying or roosting (hanging) during inspection (Photo 1, 2, & 8). A flashlight or headlamp will be needed and binoculars may be necessary when viewing higher areas. If bats are present; record numbers as best as possible and their locations. Note any dead or injured bats. A sketch map would be helpful (can use bridge plan sheet as base for sketch).

#### **Sound**

Listen for high pitched squeaking or chirping during inspection and identify location(s) for later examination by DOT staff. This may be helpful in locating bats within deep cracks or open joints. A sketch map would be helpful.

#### **Droppings (Guano)**

Bat droppings are small (mouse-like in appearance but less regular) brown or black pellets (Photos 6 - 8). Older droppings may be gray in color. These droppings will accumulate on the ground, floor of a covered bridge or on structural components below where bats roost. Droppings may also adhere to support beams and walls below roosts. Note bat droppings and their location. Check under likely roosting spots such as cracks, cave-like areas, and expansion joints. If guano is present, the inspector may wish to wear a dust mask. Also, it is advisable to wear rubber boots to minimize tracking of any guano into vehicle(s) and other places.

#### **Staining**

Stains may appear wet and are usually found in dark places. Look for four to six inch wide dark stains located on concrete support beams and walls immediately below the ceiling of the bridge, and beneath joints (Photos 8 - 11).

April 17, 2015

Literature Cited

Bernardin, Lochmueller, and Associates, Inc. 2007. Bridge Inspection Checklist for Bats. Unpublished. Evansville, Indiana.

Indiana Department of Transportation. 2012. INDOT Bridge Inspection Manual. Indiana. Available from: [http://www.in.gov/dot/div/contracts/standards/bridge/inspector\\_manual/index.htm](http://www.in.gov/dot/div/contracts/standards/bridge/inspector_manual/index.htm).

Keeley, Brian W. and Merlin D. Tuttle. 1999. Bats in American Bridges. Bat Conservation International, Inc., Austin, TX. Resource Publication No. 4, 41 pp.



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### Photos \*



Photo 1: Bats hanging from cracks along support beams



Photo 2: Visible bats within an expansion joint



Photo 3: Example of open concrete joint used by bats



Photo 4: Guano deposits visible from bridge deck, on top of pier



Photo 5: Guano deposit on pier, obscuring structural features.



Photo 6: Bat Guano on Riprap

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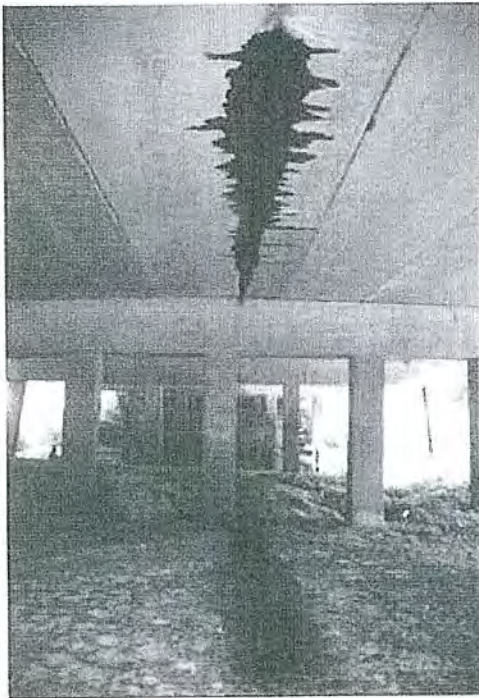


Photo 7: Staining along longitudinal joint. Note guano deposits on the ground. Photo 8: Staining on underside of expansion joint from bat use.

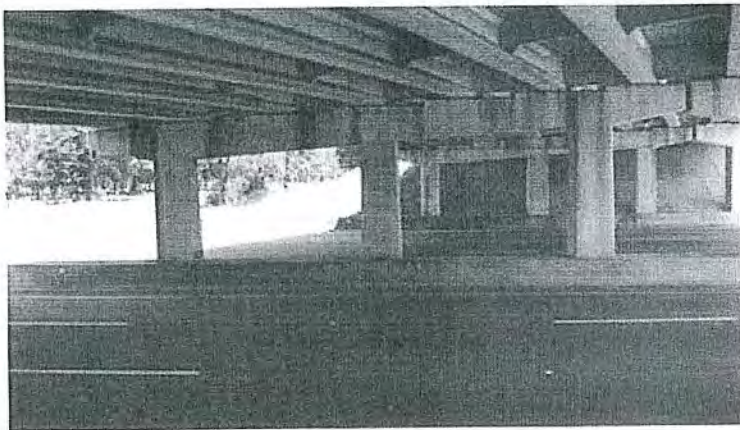


Photo 9: Staining on sides of pier caps



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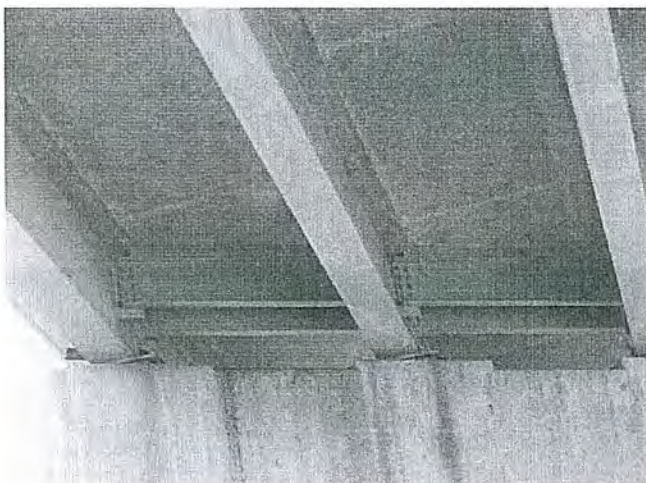


Photo 10: Guano staining on side of pier



Photo 11: Bats Roosting & Associated Staining

## APPENDIX C: Bridge/Structure Inspection Form

### Bridge Inspection Form

This form will be completed and submitted to the District Environmental Manager by the Contractor prior to conducting any work below the deck surface either from the underside, from activities above that bore down to the underside, or that could impact expansion joints, from deck removal on bridges, or from structure demolish. Each bridge/structure to be worked on must have a current bridge inspection. Any bridge/structure suspected of providing habitat for any species of bat will be removed from work schedules until such time that the DOT has obtained clearance from the US Fish and Wildlife Service, if required. Additional studies may be undertaken by the DOT to determine what species may be utilizing structures prior to allowing any work to proceed.

DOT Project #	Water Body	Date/Time of Inspection
---------------	------------	-------------------------

Route:	County:	Federal Structure ID:	Bat Indicators				Notes: (e.g., number & species of bats, if known)	
			Check all that apply. Presence of one or more indicators is sufficient evidence that bats may be using the structure.	Visual	Sound	Droppings		Staining

Areas Inspected (Check all that apply)

Bridges	Culverts/Other Structures	Summary Info (circle all that apply)			
All vertical crevices sealed at the top and 0.5-1.25" wide & ≥4" deep	Crevices, rough surfaces or imperfections in concrete	Human disturbance or traffic under bridge/in culvert or at the structure	High	Low	None
All crevices >12" deep & not sealed	Spaces between walls, ceiling joists	Possible corridors for netting	None/poor	Marginal	excellent
All guardrails		Evidence of bats using bird nests, if present?	Yes	No	
All expansion joints					

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Spaces between concrete end walls and the bridge deck									
Vertical surfaces on concrete I-beams									

Inspection Conducted By: \_\_\_\_\_

Signature(s): \_\_\_\_\_

District Environmental Use Only:

Date Received by District Environmental Manager: \_\_\_\_\_

#### DOT Bat Inspection Form Instructions

1. Inventories must be completed prior to conducting any work below the deck surface on all bridges that meet the physical characteristics described in the Programmatic Informal Consultation, regardless of whether inventories have been conducted in the past. **Due to the transitory nature of bat use, a negative result in one year does not guarantee that bats will not use that structure in subsequent years.**
2. Contractors must complete this form no more than seven (7) business days prior to initiating work at each bridge/structure location. Legible copies of this document must be provided to the District Environmental Manager within two (2) business days of completing the inspection. Failure to submit this information will result in that structure being removed from the planned work schedule.
3. Any bridge/structure suspected of providing habitat for any species of bat will be removed from work schedules until such time that the DOT has obtained clearance from the USFWS, if required. Additional studies may be undertaken by the DOT to determine what species may be utilizing each structure identified as supporting bats prior to allowing any work to proceed.
4. Estimates of numbers of bats observed should be placed in the Notes column.
5. Any questions should be directed to the District Environmental Manager.



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

B. Nationwide Permits

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

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

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

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

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

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

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

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

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

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

**Section 401 Water Quality Certification:**

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

## **New York State Department of State Coastal Zone Management Consistency**

### **Determination:**

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

The NYSDOS concurs with the USACE' consistency determination for NWP 3 outside of tidal wetlands and within the NYS Coastal Area where the activities to be authorized would: involve the repair/replacement in-place or landward, with no waterward expansion or increase in footprint; or for those proposed within the artificial canals identified by NYSDOS at: [https://appext20.dos.ny.gov/coastal\\_map\\_public/map.aspx](https://appext20.dos.ny.gov/coastal_map_public/map.aspx).

### C. Nationwide Permit General Conditions

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

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

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

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Transferee)

\_\_\_\_\_  
(Date)

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

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

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

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

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

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

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



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

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

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

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

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

(2) Location of the proposed activity;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### D. District Engineer's Decision

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

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

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



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

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

#### E. Further Information

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

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

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

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

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

#### F. Definitions

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **G. Buffalo and New York District General Regional Conditions**

**These conditions apply to ALL Nationwide Permits.**

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

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



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

## **G-B. CULVERTS**

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

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

b. Depth: To maintain low flow and aquatic life movement within culverts with a bottom, the culvert invert must be embedded. Specifically, the culvert must be installed with its bottom buried below the grade of the stream bed, as measured at the average low point, to a depth of a minimum of 20 percent of the culvert vertical rise (height) throughout the length of the culvert. (Note: When not practicable to do so due to small culvert size, it is acceptable to allow natural deposition to cover the interior of the culvert bed following placement of the culvert invert to the 20% depth.)

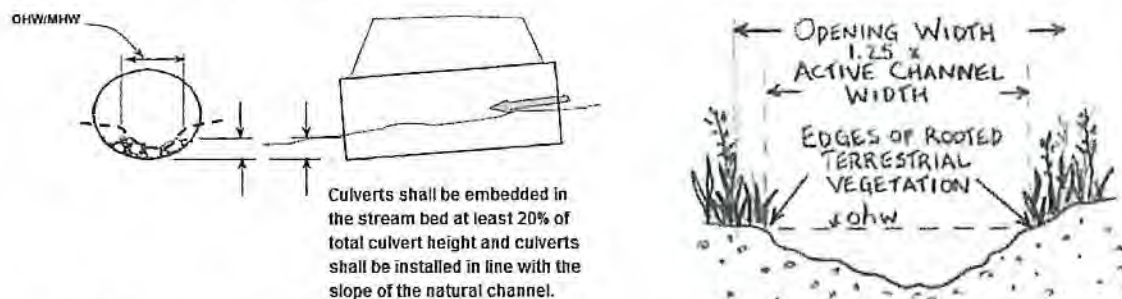
c. The dimension, pattern, and profile of the stream above and below the stream crossing shall not be permanently modified by changing the width or depth of the stream channel.

d. The culvert bed slope shall remain consistent with the slope of the adjacent stream channel.

e. Stone aprons and scour protection placed in streams shall not extend higher than the stream bed in order to create a uniform grade and shall be filled with native stream bed material and supplemented with similarly sized material, if needed, to fill interstitial spaces to maintain water flow on the surface of the stream bed.

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

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



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

#### Preconstruction Notification (PCN) Requirements:

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

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



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

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

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

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

**Preconstruction Notification (PCN) Requirements:**

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

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

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

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

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

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

**1. New York State/USACE Joint Application Form:** The application form shall be completed and signed and shall clearly indicate that the submission is a PCN.

(<http://www.lrb.usace.army.mil/Missions/Regulatory/Application-Forms/>)

**2. Drawings:** The PCN must include legible, black and white project drawings on 8.5" x 11" paper. Full size drawings may be submitted in addition to the 8.5" x 11" plans to aid in the application review. Three types of illustrations are needed to properly depict the work to be undertaken. These illustrations or drawings are a Vicinity Map (i.e. a location map such as a USGS topographical map), a Plan View and a Cross-Section Map. Each illustration should identify the project, the applicant, and the type of illustration (vicinity map, plan view or cross section). The Vicinity Map shall provide the location of the entire project site. In addition, each illustration should be identified with a figure or attachment number. The location map shall include the Latitude and Longitude or UTM coordinates of the project. For linear projects, the PCN shall include a map of the entire project including a delineation of all waters of the United States within the corridor. Aquatic resource information shall be submitted using the Cowardin Classification System mapping conventions (e.g. PFO, PEM, etc.)

**3. Color photographs:** The photos should be sufficient to accurately portray the project site, keyed to a location map and not taken when snow cover is present.

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

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

Note 1: All mitigation projects must comply with the Federal Regulations on compensatory mitigation (33 CFR 332) entitled "Compensatory Mitigation for Losses of Aquatic Resources: Final Rule", dated April 10, 2008, which is available at:  
<http://www.lrb.usace.army.mil/Portals/45/docs/regulatory/MitandMon/FinalMitigaitonRuleApril2008.pdf>  
and any applicable District Guidelines.

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

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

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

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

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

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

\* - see NWP definition section for further clarification

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

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

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

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



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

**NOTE 1:** There are no known TE&C species or EFH species under the jurisdiction of the NOAA-Fisheries (NMFS) within the Buffalo District. Therefore, all Buffalo District requests for information regarding the

presence of TE&C species should be directed to the USFWS. In addition, no EFH review is necessary within the following New York District counties: Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, Otsego, Schenectady, Schoharie and Warren.

**NOTE 2:** Please refer to the following website for further guidance and information relating to regulatory permits & TE&C species in New York:

<http://www.lrb.usace.army.mil/Missions/Regulatory/Endangered-Species/Endangered-Species-New-York/>

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

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

#### **10. Submission of Multiple Copies of PCN:**

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



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

#### **G-F. CRITICAL RESOURCE WATERS**

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

Critical Resource Waters in New York State include the following:

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

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

##### **1. Non-contamination of Waters**

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

##### **2. Installation and Replacement of Culverts**

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

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

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

### 3. Discharge and Disturbance Limits of the Blanket WQC

• For Nationwide Permits # 5, 7, 12, 13, 14, 15, 18, 19, 23, 25, 29, 31, 32, 34, 36, 37, 39, 40, 42, 45, 46, 48, 51, utility line replacement projects under Nationwide Permit #3 and non-maintenance activities under Nationwide Permit #43.

- The following discharge limits apply:
  - a) Temporary or permanent discharges of dredged or fill material into wetlands and other waters of the U.S. must not exceed ¼ acre;
  - b) Temporary or permanent impacts (i.e., loss) to stream beds must not exceed 300 linear feet.
  - c) The discharge area limit under paragraph (a) plus the equivalent stream impact area limit under paragraph (b) must not exceed ¼ acre total.

• For Nationwide Permits #3, 4, 6, 20, 22, 27, 30, 33, 41 and maintenance activities under Nationwide Permit #43, this certification authorizes discharges and disturbances up to the limit of the respective Nationwide Permit or Regional Conditions, whichever is most restrictive.

• If a project requiring coverage under two or more Nationwide Permits results in a temporary or permanent discharge or disturbance, the most restrictive threshold applies to the project.

### 4. Bulkheads

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

### 5. Maintenance of Water Levels

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

### 6. Dewatering

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

### 7. Endangered or Threatened Species

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

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

#### 8. Rare Mollusks

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

#### 9. Prohibition Period for In-water Work

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

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

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

#### 10. Significant Coastal Fish and Wildlife Habitat

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

#### 11. Coastal Erosion Hazard Areas

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

#### 12. State-owned Underwater Lands

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

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

#### 13. Tidal Wetlands

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

14. Wild, Scenic and Recreational Rivers

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

15. Floodplains

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

16. Public Service Commission

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

17. Utility Projects

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

18. Preventing the Spread of Terrestrial and Aquatic Invasive Species

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

**I. New York State Department of State (NYSDOS) Coastal Zone Management Consistency Determination Additional Information (applicable to all NWPs located within or affecting the NYS Coastal Zone):**

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

Further Information:

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

**J. INFORMATION ON NATIONWIDE PERMIT VERIFICATION**

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

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

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

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



## **K. AGENCY CONTACT INFORMATION**

### **NYS Department of Environmental Conservation**

[www.dec.ny.gov](http://www.dec.ny.gov)

#### **NYS DEC REGION 1**

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

#### **NYS DEC REGION 2**

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

#### **NYS DEC REGION 3**

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

#### **NYS DEC REGION 4**

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

#### **NYS DEC REGION 4 Sub-Office**

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

#### **NYS DEC REGION 5**

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

#### **NYS DEC REGION 5 Sub-Office**

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

#### **NYS DEC REGION 6**

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

#### **NYS DEC REGION 6 Sub-Office**

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

#### **NYS DEC REGION 7**

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

#### **NYS DEC REGION 7 Sub-Office**

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

#### **NYS DEC REGION 8**

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

#### **NYS DEC REGION 9**

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

#### **NYS DEC REGION 9 Sub-Office**

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

### **NYS Department of State**

Division of Coastal Resources

Consistency Review Unit

One Commerce Plaza

99 Washington Avenue, Suite 1010

Albany, NY 12231-0001

(518) 474-6000

<https://www.dos.ny.gov/opd/programs/consistency/index.html>

### **US Army Corps of Engineers**

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

(For DEC Regions 1, 2 and 3)

**US Army Corps of Engineers NY District**

ATTN: Regulatory Branch

26 Federal Plaza, Room 1937

New York, NY 10278-0090

Email: [CENAN.PublicNotice@usace.army.mil](mailto:CENAN.PublicNotice@usace.army.mil)

For DEC Regions 1, 2, Westchester County

and Rockland County (917) 790-8511

For the other counties of DEC Region 3 -

(917) 790-8411

(For DEC Regions 4, 5)

**Department of the Army**

ATTN: CENAN-OP-R

**NY District, Corps of Engineers**

1 Buffington Street

Building 10, 3rd Floor

Watervliet, NY 12189-4000

(518) 266-6350 - Permits team

(518) 266-6360 - Compliance Team

Email: [cenan.rfo@usace.army.mil](mailto:cenan.rfo@usace.army.mil)

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

**US Army Corps of Engineers**

**Buffalo District**

ATTN: Regulatory Branch

1776 Niagara Street

Buffalo, NY 14207-3199

(716) 879-4330

Email: [L.R.B.Regulatory@usace.army.mil](mailto:L.R.B.Regulatory@usace.army.mil)

[www.lrb.usace.army.mil](http://www.lrb.usace.army.mil)



## **SECTION G**

### **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 May 1, 2018, 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.

Blasting operations shall be permitted only when approved by the Engineer and by the proper municipal authorities. A pre-blasting conference will be required prior to approval being granted by the Engineer. Blasting operations shall be conducted in such a manner as not to endanger the public, obstruct streets or to endanger adjacent properties.

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 excavation quantities appearing in the contract documents were determined by the Engineer from the best information available. The Contractor's attention is called to the fact that conditions and quantities as shown in plans and estimate may vary. In no event, shall quantities listed be deemed or considered by the Contractor as a warranty or a representation by the Engineer of actual field conditions or quantities.

The contractor is to be fully cognizant of the fact that when excavating adjacent to pavements which are to remain, that the contractor will be held fully responsible for any undermining, settlement or other damage to the existing pavement.

In the event that any such undermining, settlement or damage does occur, the contractor shall take immediate corrective action as directed by the Engineer which may result in the removal and replacement of the pavement at the contractor's expense.

## 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

None

### 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 or agreements after the contract is awarded must be first stipulated in writing and signed by all interested parties.

## ENVIRONMENTAL CONCERNS

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.

The subject reach of Ischua Creek is classified by the NYSDEC as a protected Class C(T) stream. In-stream work will be prohibited beginning October 1 and ending May 31.

The Contractor shall incorporate best management practices to control sediment and erosion, as defined in Section 107-12 – Water Quality Protection and Section 209 – Soil Erosion and Sediment Control of the Standard Specification.

At any time, if the Engineer feels work is adversely impacting the creek 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:

- Article 15, Title 5: Protection of Water
- 6NYCRR 608: Water Quality Certification
- Article 24: Freshwater Wetlands

The NYSDEC permit number is 9-0400-00001/00001.

## SHOP DRAWINGS

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

- Permanent Steel Sheeting, Item 552.11
- Corrosion Resistant Reinforcing Steel Grade 100, Item 556.10013011
- Structural Steel, Type 1, Item 564.0501
- Steel Bridge Railing (Four Rail) & Transition Bridge Railing, Items 568.51 & 568.70
- Hot-Dip Galvanizing of Structural Steel, Item 564.001008

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.

## SAFETY DATA SHEETS

The Contractor is responsible for providing the 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 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 design drawings. 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

The Contractor's attention is directed to the existing, overhead electric lines located on the east side of the roadway. The Contractor shall use caution when performing work in the vicinity of these overhead lines.

The approximate location of the utility poles at the time of design completion are shown on the design drawings. National Grid is planning to relocate their utility poles that are in conflict with construction activities prior to this project being started by the Contractor.

## WATER

The Contractor shall be responsible to provide all water necessary for construction. The Contractor shall make suitable arrangements as necessary to obtain such water. The cost of all water used shall be included in the various items in the contract.

## OFFICE TECHNOLOGIES AND SUPPLIES

The Contractor shall provide the following items in addition to the Standard Specification Requirements:

### A. DESKTOP COMPUTER

#### Description:

This work shall consist of providing one (1) fully operational computer system.

#### Materials:

The computer system shall include all the components and shall adhere to the technical specifications below:

#### Technical Specifications:

Note: If a specification is followed by "(minimum)" then the stated requirement or better is acceptable. Otherwise, only the stated requirement is acceptable.

Hardware:

Use the following general computer specifications:

Operating System – Windows 7

Processor – IntelCore 2 Duo 3.0 GHz (minimum)

Memory – 1GB RAM (minimum)

Graphics – DirectX9 graphics device with WDDM 1.0 (minimum)

Hard drive – Internal 40GB (minimum)

CD-ROM – Internal, Rewritable CD device (CD-RW), 40x10x40 (minimum)

Monitor – 17” color, flat panel LCD (minimum)

Network card – 10/100 cable Ethernet or 11Mbps wireless.

Additional hardware – mouse, keyboard, sound card w/ speaker and 4 USB ports (minimum).

High-speed internet access – DSL, cable or similar.

Printer:

Laser printer

Capable of black and white and color printing

Paper size – capable of printing on 8 1/2” x 11” paper (minimum)

Resolution – 600 x 600 dpi – black and white, 600 x 600 dpi – color (minimum)

Memory – 32MB

Print speed – 15 ppm dpi – black and white, 4ppm – color (minimum)

w/ postscript level 2 emulation (minimum)

Must be stand-alone and network ready

Printer stand / table

Cable to connect the printer to a network or computer

Software:

Note: for software versions followed by a “\*” supply the most current version.

Office Suite – Office Professional (Microsoft)

Portable Document (.pdf) reader – Acrobat Reader \* (Adobe)

Virus Protection / Computer Utilities – Norton System Works Professional \* (Symantec)

Virus Definition Updates – For the virus protection software, it is required to maintain the virus definitions for the duration of the contract.

File Compression – WinZip 8.1 \* (WinZip Computing)

The Contractor is required to provide maintenance service and repairs as necessary.

The components shall meet NYSDOT standards and requirements. Requests to provide more recent versions, revisions or service pack applications of the operating system and software must be submitted in writing and approved by the Engineer prior to delivery.

All of the computer system components shall be 100% compatible with the other components and function in the operating system environment installed on the computer. In addition, all of the components shall be 100% compatible with any peripherals (printers, etc.) or network which may be installed in the field office. All hardware shall support NYSDOT standard software. The computer system shall include all necessary cables and hardware to connect the components and provide a fully functional computer system to the satisfaction of the Engineer. All necessary software, operating manuals, and other pertinent media for all the components shall be provided.

Construction Details:

The Contractor shall provide, install and maintain a computer system in the Engineer's field office. The Contractor shall make the system fully operational in a timely manner. All equipment furnished shall be subject to approval by the Engineer and the appropriate NYSDOT automation support personnel. The engineer shall coordinate the review of the materials with the appropriate NYSDOT automation support personnel.

The Contractor shall be responsible for all modifications to the Engineers field office (or other designated location) necessary to make it compatible with, and capable of supporting, the computer system such as, but not limited to, the telephone system and/or the office electrical system.

The system shall be maintained and remain in service until either; (a) the Engineer requests its removal in writing, (b) the Owner relinquished the Engineer's field office and the computer system is relinquished as part of the field office, or (c) the later of either thirty (30) days after the final contract acceptance date or thirty (30) days after the date the Contractor provided the last documentation necessary for processing the final contract acceptance.

Ownership off the equipment supplied by the Contractor shall revert back to the Contractor upon completion of the contract.

The Contractor shall maintain all furnished equipment in good working condition and shall provide replacement due to breakdown, damage or theft within two (2) working days.

Equipment more than one (1) year old shall not be provided. To verify the age of the equipment, the Contractor, upon request, shall provide the Engineer with a dated copy of the receipt(s) for the purchase of the equipment.

Method of Measurement:

No separate measurements will be taken.

Basis of Payment:

All field costs shall be included in the Unit Price Bid for Item 637.34 – Office Technologies and Supplies.

## US CUSTOMARY ASPHALT PRICE ADJUSTMENT

### US CUSTOMARY ASPHALT PRICE ADJUSTMENT

ASPHALT PRICE ADJUSTMENT <sup>1</sup> CONVERSION FACTORS		
MATERIAL DESCRIPTION	CONVERSION FACTOR	ITEM NUMBER <sup>2</sup>
Bituminous Stabilized Course	0.065 t PGB/yd <sup>3</sup>	302.01
Asphalt Treated Permeable Base, Type 1	0.030 t PGB/t	402.010902
Asphalt Treated Permeable Base, Type 2	0.035 t PGB/t	402.011902
Shim Course	0.0825 t PGB/t	402.058902
6.3 SUPERPAVE HMA	0.067 t PGB/t	402.068xxxx8 RR
9.5 SUPERPAVE HMA	0.062 t PGB/t	402.09xxxx
12.5 SUPERPAVE HMA	0.055 t PGB/t	402.12xxxx
19 SUPERPAVE HMA	0.049 t PGB/t	402.19xxxx
25 SUPERPAVE HMA	0.045 t PGB/t	402.25xxxx
37.5 SUPERPAVE HMA	0.040 t PGB/t	402.37xxxx
Paved Placed Surface Treatment, Types A, B, and C	0.064 t PGB/t	415.01xyy03
Micro-Surfacing, Quick-Set Slurry	0.078 t PGB/t	410.102102 RR, 410.103102 RR, 410.104102 RR, 410.202302 RR, 410.203302 RR
Straight Tack Coat	0.0026 t PGB/gal	407.0103
Asphaltic Sealants (ASTM 6690)	0.0027 t PGB/gal	402.75xx RR, 402.76xx RR, 402.76020018
Chip Seal	0.0027 t PGB/gal	410.0105006, 410.07
Asphalt Emulsion for Cold Recycling	0.0027 t PGB/gal	416.02xx
Fog Seal and Dilute Tack Coat	0.0016 t PGB/gal	407.0102, 416.04, 410.0106006
PG Binder for Cold Recycling	0.0043 t PGB/gal	416.03
Asphaltic Sealant – Clean & Seal	0.225 t PGB/LNMI	402.76030008, 412.76030001
Asphaltic Sealant – Treating Cracks	0.240 t PGB/LNMI	412.76040001
Asphaltic Sealant – Rout & Seal	0.270 t PGB/LNMI	402.76010008
Repair of HMA Pavement, Temporary Asphalt	See Note 4	633.14, 633.15, 633.16, 619.06xx
True and Leveling, Asphalt Sidewalks, Driveways, Bike Paths, Gutters	See Note 5	402.017902, 402.01890xxx, 608.020102, 624.02xx



# US CUSTOMARY FUEL PRICE ADJUSTMENT

## US CUSTOMARY FUEL PRICE ADJUSTMENT

FUEL PRICE ADJUSTMENT <sup>1</sup> CONVERSION FACTORS		
MATERIAL DESCRIPTION	CONVERSION FACTOR	ITEM NUMBER <sup>2</sup>
Unclassified Excavation	0.35 gal/yd <sup>3</sup>	203.02
Embankment	0.10 gal/yd <sup>3</sup>	203.03, 620.xx
Fill	0.45 gal/yd <sup>3</sup>	203.05, 203.06, 203.07, 203.08xx, 203.20, 203.21, 203.25
Controlled Low Strength Material	1.00 gal/yd <sup>3</sup>	204.01, 204.02, 204.03, 204.04
Trench/Culvert/Structure Excavation	0.50 gal/yd <sup>3</sup>	206.01, 206.0201
Bituminous Stabilized Course	1.40 gal/yd <sup>3</sup>	302.01, 307.01
Sub-base Course	1.00 gal/yd <sup>3</sup>	304 Items
Hot Mix Asphalt	2.50 gal/ton	402 Items <sup>3</sup> , 405.01, 608.020102 <sup>3</sup> , 619.0601 <sup>4</sup> , 624.02xxxx <sup>3,4</sup> , 633.14 <sup>3,4</sup> , 633.15 <sup>3,4</sup> , 633.16 <sup>3,4</sup>
Milling	0.10 gal/yd <sup>2</sup>	490 Items
Portland Cement Concrete Pavement	1.00 gal/yd <sup>2</sup>	502 Items <sup>3</sup> , 503.1010, 503.1011, 503.1012
Fill Type Retaining Walls	0.45 gal/yd <sup>3</sup>	554.30xx <sup>5</sup> , 554.31 <sup>5</sup> , 554.4x <sup>5</sup>
Footing Concrete & Concrete for Structures - All classes	1.00 gal/yd <sup>3</sup>	555 Items, 582.05
Approach Slabs	0.33 gal/yd <sup>2</sup>	557.2001, 557.2002, 557.2003, 557.2009, 557.22
Structural Slabs with bottom formwork	0.25 gal/yd <sup>2</sup>	557.01xx, 557.07, 557.30
Structural Slabs - no bottom formwork	0.15 gal/yd <sup>2</sup>	557.05xx, 557.09
Class D Concrete	0.05 gal/yd <sup>2</sup>	557.13, 584 Items
Concrete Barrier, Type A	0.16 gal/ft	606.3001, 606.3021, 606.3031
Concrete Barrier, Type B	0.19 gal/ft	569.01, 606.3002, 606.3022, 606.3032
Concrete Barrier, Type C	0.22 gal/ft	606.3003, 606.3023, 606.3033
Concrete Barrier, Half Section	0.11 gal/ft	569.02, 606.3004, 606.3024, 606.3034
Concrete Median Barrier, Single Slope	0.23 gal/ft	569.05, 606.3041, 606.3043, 606.3044
Concrete Median Barrier Wide, Single Slope	0.28 gal/ft	606.3051, 606.3053, 606.3054

## STEEL PRICE ADJUSTMENT

The following items/materials permanently incorporated into the work are eligible for steel and iron price adjustment:

Structural Steel  
Reinforcing Steel (in superstructures or substructures)  
Shear Studs  
Bridge Guide Railing  
Sheet Piling and Cofferdams

Steel and iron price adjustments will be calculated in accordance with Section 698 Price Adjustments. Eligible materials include major components of items for which the weight of the steel and/or iron can be simply determined from manufacturer's/supplier's data or shipping weights, and exclude minor appurtenances individually weighing less than 2 kg (i.e. nuts, bolts, washers, etc.). Eligible precast or prestressed concrete items shall have total reinforcing steel weight listed on the approved shop drawings. The Engineer will determine the mass of eligible materials from the following sources, in declining order of precedence; approved shop drawings, contract documents, industry standards (i.e. Steel Manual, AWWA Standards, etc.) and manufacturer's data.

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## **SECTION H**

### **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 May 1, 2018 and all Addenda.

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

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
C202.1301	Removal of Existing Bridge	Lump Sum
556.10013011	Corrosion Resistant Reinforcing Steel Grade 100	LB
559.18960118	Protective Sealing of Structural Concrete on New Bridge Decks and Bridge Deck overlays	SF
564.20010008	Hot-Dip Galvanizing of Structural Steel	LB
C619.0604	Temporary Structures and Approaches	Lump Sum

## **ITEM C202.1301 – REMOVAL OF EXISTING BRIDGE**

All the provision of Section 203 shall apply except as modified herein:

### **DESCRIPTION:**

This work shall consist of the removal of the existing superstructure, substructure, wing walls, tie backs, dead men to the limits as indicated on the contract plans as well as removal of bridge railing, guide railing and guide railing anchorages within seventy-five (75) feet of each end on the existing bridge.

### **CONSTRUCTION DETAILS:**

All materials not salvaged shall become the property of the Contractor and the Contractor shall be solely responsible for their disposal.

### **METHOD OF MEASUREMENT:**

The Contractor shall be paid a lump sum price bid. Monthly estimates of the percentage completion shall be made for this work in proportion to the amount of work satisfactorily completed.

### **BASIS OF PAYMENT:**

The basis of payment shall be in accordance with Sections 202-5.05 and 202-5.06 of the Standard Specifications.

### **Payment will be made under:**

<b>Item No.</b>	<b>Item</b>	<b>Pay Unit</b>
C202.1301	Removal of Existing Bridge	Lump Sum



**ITEM 556.10012011 - REINFORCING STEEL GRADE 100**

**ITEM 556.10013011 - CORROSION RESISTANT REINFORCING STEEL GRADE 100**

**DESCRIPTION**

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

**MATERIALS**

The reinforcing steel shall meet one of the following:

ASTM A615 Grade 100

ASTM A1035 Grade 100

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

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

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

For ASTM A1035, use Alloy CS.

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

**CONSTRUCTION DETAILS**

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

**METHOD OF MEASUREMENT**

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

**BASIS OF PAYMENT**

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

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

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

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

717-03 - Penetrating Type Protective Sealers

### **CONSTRUCTION DETAILS.**

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

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

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

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

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

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

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

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

## **ITEM 564.20010008 – HOT-DIP GALVANIZING OF STRUCTURAL STEEL**

### **DESCRIPTION**

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

### **MATERIALS**

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

### **CONSTRUCTION DETAILS**

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

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

### **METHOD OF MEASUREMENT**

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

### **BASIS OF PAYMENT**

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

## **ITEM C619.0604 – TEMPORARY STRUCTURES AND APPROACHES**

All the provision of Section 619 shall apply except as modified herein:

### **DESCRIPTION:**

This work shall consist of all the same requirements of Item 619.06nn except as noted:

1. Cattaraugus County shall supply the superstructure and substructure units to be used for the temporary bridge.
2. The Contractor shall coordinate delivery of the temporary structure with the County.
3. The County shall load and unload the bridge onto the Contractor's trucks/trailers at the County's Little Valley facility.
4. The Contractor shall be responsible for the transport of the temporary bridge to and from the project site.
5. The Contractor shall be responsible for unloading and loading the temporary structure at the project site.
6. The Contractor shall be responsible for the assembly and disassembly of the structure.
7. The Contractor shall be responsible for all supervision required for the assembly and disassembly of the structure.
8. The Contractor shall be held responsible for all damages that may occur during the use of the structure at the project location, assembly or disassembly of the structure, or during the transport, unloading and loading operations at the project location.
9. The Contractor shall not be required to submit plans and design computation from a Professional Engineer or to have a Professional Engineer inspect the structure on a monthly basis.

### **DESCRIPTION OF TEMPORARY STRUCTURE**

The temporary structure consists of two parts:

1. Substructure: The substructure consists of precast concrete block to be used as the footings and back walls.
2. Superstructure: The superstructure consists of a sectional multi-girder bridge with open grate metal decking and integral railings.

The bridge can be inspected by the contractor prior to bid or delivery at the County's DPW facility in Little Valley, NY.

Contractor bid shall price shall include all work as described in §619.

METHOD OF MEASUREMENT. All the provisions of §619 shall apply.

BASIS OF PAYMENT. All the provisions of §619 shall apply.



**ITEM C619.0604 – TEMPORARY STRUCTURES AND APPROACHES**

**Payment will be made under:**

<b>Item No.</b>	<b>Item</b>	<b>Pay Unit</b>
C619.0604	Temporary Structures and Approaches	Each

**SECTION I**  
**TECHNICAL SPECIFICATIONS**

1. **SPECIFICATIONS**

The New York State Department of Transportation Office of Engineering Standard Specifications, Construction and Materials of May 1, 2018, 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 May 1, 2018 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.

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## **SECTION J**

### **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.

# PREVAILING WAGE SCHEDULE

## FOR ARTICLE 8 PUBLIC WORK PROJECT

**Location:** Cattaraugus County

**Project Type:** Replacement of Franklinville Bridge #22, Five Mile Road (C.R. 19)  
over Ischua Creek

**PRC#:** 2018000411

**Effective dates of schedule provided by NYS DOL:** July 2018 through June 2019.

A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for this project.

The current schedule(s) of the prevailing rates and prevailing hourly supplements for the project referenced above may be accessed at the New York State Department of Labor website @ <http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>. Updated PDF copies of your schedule can be accessed by entering the assigned PRC# at the proper location on the website.

For policy or rate questions call the NYS Department of Labor in Buffalo at (716) 847-7159. If you do not have internet access, you may contact the Cattaraugus County DPW, **Dawn Smith** at (716) 938-2465 to request a copy of the prevailing rate schedule provided for this project.



## **SECTION K**

### **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:

#### **Franklinville Bridge No. 22**

#### **Five Mile Road (C.R. 19)**

<b>AVAILABLE</b>	<b>NOT AVAILABLE</b>	<b>INFORMATION</b>
	X	Utility Estimate Sheets with Names of Utility Officials
X		Right of Way Plans
X		Earthwork Cross Section Sheets
	X	Earthwork Sheets
	X	Drainage Estimate Sheets
	X	Sign Face Layouts
	X	Logs of Subsurface Exploration
	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)
X		Record Plans
	X	Special Reports or Other Information (Identify Below)
	X	Hazardous Waste/Asbestos Assessment
	X	Detour Plan