Bid Reference No. 2396 Book No._____

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

SPECIFICATIONS
FOR

REPLACEMENT OF OLD POLAND ROAD BRIDGE
OVER CINCINNATI CREEK,
TOWN OF TRENTON, ONEIDA COUNTY, NEW YORK

BID PACKAGES:

BRIDGENY (FEDERAL AID) PROJECT

BIN 2205960
PIN 2754.67 LD040485

C&S ENGINEERS, INC.
499 COL. EILEEN COLLINS BOULEVARD
SYRACUSE, NEW YORK 13212

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSES PROFESSIONAL ENGINEER OR ARCHITECT, TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY.

MARCH 2026

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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ADVERTISEMENT – INVITATION TO BID

Notice is hereby given that the Oneida County Purchasing Department will accept sealed bids for:

REPLACEMENT OF OLD POLAND ROAD BRIDGE (BIN 2205960) OVER CINCINNATI CREEK
PIN 2754.67; LD040485
BID REFERENCE NO. 2396

The project is being administered by Oneida County on behalf of the Owner (Town of Trenton) and the work site is located in the Town of Trenton. The projects limits extend along Old Poland Road from Vanderkemp Avenue to the Town of Trenton Municipal Center.

The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following: removal of existing 100 ft. single span steel through girder bridge, installation of 100 ft. single span prestressed adjacent box beams on integral abutments, replacement of existing water line and drainage utilities, placement of heavy stone fill, sidewalks, guiderail, signs, and approach paving. The proposed work will be performed while traffic is maintained via an offsite detour.

This is a Federal Aid Project and NYSDOT Standard Specifications, officially finalized and adopted on January 1, 2026 as posted on the New York State Department of Transportation's website must be followed by the successful bidder.

The DBE goal for this project is: 0%
There are no M/WBE goals for this project.

The EEO Employment goals for this project are: 2.1% Minority Employment Goal
6.9% Women Employment Goal

The use of the NYSDOT approved civil rights reporting software, Equitable Business Opportunities (EBO), is required. Access authorization to EBO can be found at https://ebo.dot.ny.gov/.

Oneida County, in order to promote its established Affirmative Action Plan, invites sealed bids from minority groups. This Affirmative Action Policy regarding sealed bids and contracts applies to all persons without regard to race, color, national origin, age, sex, or handicap.

No residential or geographical restrictions will be in effect for this project. Applicable Federal requirements take precedence over State and local requirements unless state and local requirements are deemed to be more stringent.

Contract Documents, including Invitation to Bidders, Instructions to Bidders, Wage Rates, Bid Documents, Agreement, Special Notes, Specifications, Contract Drawings, and any Addenda, may be examined, at no expense, between the hours of 8:30 am and 4:00 pm Monday through Friday, at the offices of:

Oneida County Purchasing Department, 800 Park Avenue, Utica, NY 13501

ADVERTISEMENT – INVITATION TO BID

Mohawk Valley Builders Exchange, 728 Court Street, Utica, NY 13502
Dodge Reports, 231 Salina Meadows, Suite 130, Syracuse, NY 13212
Syracuse Builders Exchange, 6563 Ridings Road, Syracuse, NY 13206
C&S Engineers, Inc., 499 Col. Eileen Collins Boulevard, Syracuse, NY 13212
Oneida County Department of Public Works, 5999 Judd Road, Oriskany, New York 13424

Specifications and plans must be obtained from **Oneida County Purchasing Department, 800 Park Avenue, Utica, New York 13501**. A deposit of One Hundred Dollars ($100.00) will be required for each set. If plans and specifications are delivered via mail, then a deposit of One Hundred Dollars ($100.00) plus shipping and handling fees will be required for each set. Cash deposits will not be accepted. Also required is Federal ID Number or Social Security Number at time of purchase. All deposit checks are to be made payable to the COUNTY OF ONEIDA. A refund will be made, in the amount of One Hundred Dollars ($100.00), to Bidder(s) or Fifty Dollars ($50.00) to non-Bidders, for the return of all the sets in good condition within thirty (30) days of award or rejection of Bids.

Bids must be submitted upon the proposal form(s) furnished in the Proposal Booklet and must not be detached from the book. A deposit in the amount of 5% of the base bid will be required and is subject to the conditions provided in the Instructions to Bidders. This deposit shall consist of a bid bond or certified check payable to the COUNTY OF ONEIDA. Failure to submit a bid bond or certified check with bid will result in automatic disqualification of bid. Failure to submit a bid upon the proposal form(s) furnished by the Oneida County Purchasing Department or submittal of form(s) detached from the Proposal Booklet will result in automatic disqualification of bid.

No questions or inquiries regarding this bid will be accepted within five (5) business days prior to the bid opening.

Contractors that obtain Contract Documents from a source other than the issuing office must notify the issuing office in order to be placed on the official Plan Holder List, to receive Addenda and any other Bid correspondence. Bids received from Contractors other than those on the official Plan Holders List will not be accepted.

The Owner reserves the right to revise or amend the contract bidding documents prior to the date set for opening bids. Such revisions and amendments, if any, will be issued by addenda from Oneida County Purchasing Department. Bidders must acknowledge receipt of all Addenda by listing and dating each Addendum on page 8 of the Proposal Book. Failure of any Bidder to receive any such Addendum or interpretation shall not relive such Bidder from any obligation under this Bid submittal. All Addenda so issued shall become part of the Contract Documents.

Questions regarding the Contract Documents should be directed to James Craig, P.E., C&S Engineers, Inc. either through email at: jcraig@cscos.com or by telephone at (315) 703-4379. Bidders shall promptly notify James Craig, P.E. of any errors, omissions, conflicts or ambiguity within the Contract Documents within 5 days of bid opening.

ADVERTISEMENT – INVITATION TO BID

All bids must include the completed Bid Form, Non-Collusive Bidding and Disbarment Certifications, and Lobbying Certifications. This is a unit price bid as described in the Instructions to Bidders. No bidder may withdraw his/her bid within forty-five (45) calendar days after the actual date of the opening thereof.

Bids to be considered must be received in a sealed envelope at Oneida County Purchasing Department 6th Floor, 800 Park Avenue, Utica New York 13501 by 10:30 AM, local time, on APRIL 29, 2026 at which time they will be publicly opened and read. Bids received after the above noted time will not be accepted. All sealed envelopes should be clearly labeled **"BID REFERENCE NO. 2396: REPLACEMENT OF OLD POLAND ROAD BRIDGE OVER CINCINNATI CREEK, BIN 2205960; PIN 2754.67, LD040485"** along with the bidder's name and address.

For Bids to be considered, the Bidder must be registered with the NYS Department of Labor (DOL) prior to submitting a bid. Bids from unregistered Contractors shall be declared non-responsive.

The Bidder to whom the Contract is awarded will be required to furnish Performance and Payment Bonds guaranteeing performance of work and prompt payment from an acceptable Surety Company for an amount not less than 100% of the accepted bid. The successful Bidder and all subcontractors must have an approved CCA-2 on file with NYSDOT prior to being awarded a contract. If the successful Bidder does not currently have a CCA-2 on file with NYSDOT, the Bidder may find the CCA-2 forms and instruction for completion online at https://www.osc.state.ny.us/state-vendors/vendrep/vendor-responsibility-forms?redirect=legacy#Construction.

The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 2,1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804). Successful bidders will be required to pay prevailing wage rates on this contract.

Oneida County reserves the right to consider the bids for forty-five (45) days after receipt before awarding any Contract, and to waive any minor informalities in, and to reject, any and all bids. All bids are subject to final review and approval by Oneida County before any award of contract may be made. Receipt of bids by Oneida County shall not be construed as authority to bind Oneida County.

The work will be substantially completed within 180 calendar days from the Notice to Proceed or December 31, 2026, whichever comes first. Substantial completion shall mean the project is opened to traffic. Any punch list work shall be completed and final quantities shall be ready for final payment by May 28, 2027.

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Act, hereby notifies all who respond to the related solicitation, request for proposal or invitation to bid that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises

will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

Owner's Contact
Jeffrey Dora
Assistant Engineer
Oneida County Dept. of Public Works
5999 Judd Road
Oriskany, New York 13424
(315) 793-6269

Engineer's Contact
James Craig, P.E.
Project Manager
C&S Engineers, Inc.
499 Col. Eileen Collins Boulevard
Syracuse, New York 13212
(315) 455-2000 ext. 4379

END OF ADVERTISEMENT

GENERAL CONDITIONS

1. This contract is funded by New York State, BridgeNY (Federal Aid) Project. Oneida County is the owner and project sponsor. The attention of persons intending to make proposals is called to definitions and terms of the aforementioned standard specifications, which refer to the New York State Agencies. These sections shall be modified only to the extent that the references shall be changed to their corresponding Oneida County Department of Public Works representative(s). The following examples illustrate word substitutions that apply:
   1.1 State shall mean Oneida County
   1.2 Department and Division shall mean Oneida County Department of Public Works unless explicitly listed as the New York State Department of Transportation.
   1.3 Commissioner, Chief Engineer, Office of Engineering, etc. shall mean Oneida County Commissioner of Public Works.
2. The following documents shall be submitted with the successful Bidder's final payment request:
   2.1 Contractor's Affidavit of Payment of Debits and Claims - AIA Document G706
   2.2 Contractor's Affidavit of Release of Liens - AIA Document G706A
   2.3 Consent of Surety to Final Payment - AIA Document G707
   2.4 Compliance With Labor Rates Declaration (Sample on page R-1 of the specifications)
   2.5 Guarantee Declaration (Sample on page R-2 of the specifications)
3. The pages in this proposal are lettered or numbered consecutively. In the event that any pages are missing or are illegible, Oneida County upon request shall furnish a replacement copy free of charge. The pages in the plans are also lettered or numbered in the event that any pages are missing or illegible, a replacement copy shall be furnished free of charge by Oneida County upon request.
4. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):
   4.1 County shall mean Oneida County
   4.2 Owner shall mean Oneida County
   4.3 NYSDOT shall mean New York State Department of Transportation.

PROTECTION OF RIGHTS
ASSUMPTION OF RISK, INSURANCE REQUIREMENTS, AND BONDS

1. Protection Rights

1.1. Assumption of Risk

1.1.1. The Contractor solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the prosecution of the Work covered by the Contract, whether such risks are within or beyond the control of the Contractor and whether such risks involve a legal duty, primary or otherwise, imposed upon the County or Town. The risk of loss or damage, direct or indirect, to any equipment, tools, materials or property furnished, used, installed or received by the County, the Contractor or any subcontractor, performing services or furnishing materials for the Work covered hereunder.

1.1.2. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold the County and Town harmless against any and all claims (including but not limited to claims asserted by any employee of the Contractor and/or its subcontractor) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the risks it assumes under this Section, operations of the Contractor and its subcontractor(s) in the performance of the Contract or from the Contractor's and/or its subcontractor's failure to comply with any of the provisions of the Contract or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article IV(1)(b) by way of crossclaim, third-party claim, declaratory action or otherwise.

1.1.3. Neither the termination of the Contract nor the making of the final payment shall release the Contractor from its obligations under this Section, entitled Assumption of Risk. The enumeration elsewhere herein of particular risks assumed by the Contractor or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

1.1.4. This assumption of risk by the Contractor is absolute, excepting only reckless or intentional acts of the County or Town, its officers, agents or employees.

1.2. Insurance Requirements

1.2.1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

1.2.1.1. Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars ($1,000,000) each occurrence, and Two Million Dollars ($2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001, or a substitute form providing equivalent

coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury. The County, the County's consultants and sub-consultants, and the Town shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured. The Contactor shall maintain said CGL coverage for itself and the additional insured for the duration of the Contract Period and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion.

1.2.1.2. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

1.2.1.3. Business Automobile Liability with limits of at least One Million Dollars ($1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non- owned automobiles. The County shall be included as an additional insured on a primary and non-contributing basis.

1.2.1.4. Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000). The County shall be included as an additional insured. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self- insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

1.2.1.5. Owners and Contractors Protective Liability Insurance in the amount of not less than One Million Dollars ($1,000,000) per occurrence. The Contractor agrees to have this policy in the County's name.

1.2.1.6. Waiver of Subrogation: The Contractor waives all rights against the County, and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

1.2.1.7. The County shall not issue a notice to proceed until certificates evidencing the insurance required by this Section have been provided to the County. The certificates shall be on forms approved by the County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Contractor of any of the insurance requirements, nor decrease the liability of the Contractor. The County reserves the right to require the Contractor to provide insurance policies for review by the County. The Contractor grants the County and Town a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

1.3. Bonds

1.3.1. A Performance Bond and a Material and Labor Payment Bond shall be submitted by the Contractor. Each bond shall be in the amount of One Hundred Percent (100%) of the amount of the Contract and shall make reference to the Contract. The bonds shall be purchased, at the Contractor's expense, from one or more companies licensed to do business in the State of New York. Said bonds shall not be transferable.

1.3.2. The bonds shall be on the form supplied by the County, or a form approved by the County. The Contractor shall require the attorney-in-fact that executes the required bonds on behalf of the surety, to affix thereto a certified and current copy of the Power of Attorney. The Contractor shall deliver the required bonds to the County no later than three (3) days following the date this Agreement is executed.

1.3.3. The County and Town shall be named as beneficiaries on all bonds.

ADDENDUM – STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida ("County") and the Municipality ("Contractor"), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

   a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
      i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
      ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
      iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
   b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 2 CFR Part 180, for prospective participants in primary covered transactions, as defined at 13 CFR 400.109.
      i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subpart B, for Contractors other than individuals.

i. The Contractor will or will continue to provide a drug-free workplace by:
A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
B. Establishing an ongoing drug-free awareness program to inform employees about:
1) The dangers of drug abuse in the workplace;
2) The Contractor's policy of maintaining a drug-free workplace;
3) Any available drug counseling, rehabilitation, and employee assistance program; and
4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
1) Abide by the terms of the statement; and
2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;
E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
   1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subpart C, for Contractors that are individuals.

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. 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 County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S 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.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by 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, sexual orientation, age, disability, genetic predisposition or carrier status, 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, the 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 of the Labor Law, the 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. The 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.

8. WAGE AND HOURS PROVISIONS.

ADDENDUM – STANDARD ONEIDA COUNTY CONDITIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the 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 Articles, 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, the 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (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. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public

disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

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 Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

ADDENDUM – STANDARD ONEIDA COUNTY CONDITIONS

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT.

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior

to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY.

ADDENDUM – STANDARD ONEIDA COUNTY CONDITIONS

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:
   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
c. For the purposes of this provision, "on Oneida County property" shall be defined as:
   i. Upon all real property owned or leased by the County of Oneida; and
   ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G.

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

21. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 220-i.

If this contract is for a public work and is a covered project as set forth in Labor Law § 220-i, the Contractor shall at all times comply with, and shall require its subcontractors (if any) to comply with, Labor Law § 220-i. The Contractor and its subcontractors (if any) shall at all times be registered by the Department of Labor as set forth in Labor Law § 220-i. Should the registration of the Contractor or its subcontractors (if any) lapse during the term of the contract or subcontract, the Contractor and its subcontractors shall be subject to Labor Law § 220-i(5). Should a Contractor or subcontractor be determined by the Department of Labor to be unfit to be registered by the Department of Labor during the term of the contract or subcontract, then its work may continue only if a monitor is appointed to oversee the work completed at the sole expense of the Contractor or its subcontractor, as applicable. Such monitor must be approved by the Department of Labor.

22. COMPLIANCE WITH NEW YORK STATE FINANCE LAW, SECTION 139-M

Contractor shall comply with the provisions of New York State Finance Law, Section 139-M.

(EXAMPLE FORMAT - Submit on contractor's letterhead.)

COMPLIANCE WITH LABOR RATES

State of New York)
County of Oneida)

(NAME), being duly sworn, deposed and says that I am the *(TITLE)* of *(COMPANY NAME)*, and I make this affidavit in order to induce Oneida County to make final payment to *(COMPANY NAME)* under the contract between *(COMPANY NAME)* and Oneida County for *(DESCRIPTION OF WORK)* work performed for County Contract No. *(HXXXXXXX)*, *(PROJECT NAME)*, County of Oneida, State of New York.

That all employees of *(COMPANY NAME)*, have been fully paid, and that all labor, tax assessments and levies applicable to the labor performed by *(COMPANY NAME)*, have been fully paid, and there are no outstanding bills or claims of any nature whatsoever against *(COMPANY NAME)*, arising out of labor performed under the aforesaid contract with Oneida County.

That the same Company has complied with or exceeded the minimum hourly rates as determined by the Department of Labor for persons employed on the aforesaid contract with Oneida County.

That the final payment in the sum of *$(FINAL PAYMENT AMOUNT)* from Oneida County hereby releases and forever discharges Oneida County from any claim of any nature whatsoever arising out of the aforesaid contract.

(S)_____ _____
(Name) (Title)

Sworn to before me this _____ day of _____, 20_____.

_____
Notary Public

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EXAMPLE FORMAT - Submit on contractor's letterhead.)

GUARANTEE DECLARATION

(Date)

Oneida County Department of Public Works
Division of Engineering
5999 Judd Road
Oriskany, New York 13424

Re: County Contract No. *(HXXXXXXX)*
(DESCRIPTION OF CONTRACT)

Commissioner:

In accordance with your request, we quote our guarantee:

(COMPANY NAME) GUARANTEES that the material and workmanship of the apparatus, and all the items installed by them in the above project, are first class in every respect and in accordance with the drawings and specifications and *(COMPANY NAME)* WILL make good any defects not due to ordinary wear and tear and improper use which may develop within one (1) year from *(DATE AGREED UPON BY COUNTY AND COMPANY)*.

(S) _____ _____

(Name) (Title)

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SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

The bidder's signature on the proposal forms certifies that they have made themselves aware of the availability, for their inspection and review prior to the letting date, of the information indicated below.

1. The list below indicates supplemental information that is available or not available for review at 5999 Judd Road, Oriskany, NY 13424, for inspection and review prior to the letting date.

Available	Not Available	Information
X		Record Plans

2. The list below indicates supplemental information that is included in the plans and specifications.

Limited Hazardous Materials Survey
Soil Investigation and Foundation Report
Summary of Earthwork Tables
Utility Agreements
USACE Permit No LRB-2025-00378
NYSDEC Permit ID 6-3058-00127
Sign Face Layout

LIMITED HAZARDOUS MATERIALS SURVEY

REPLACEMENT OF OLD POLAND ROAD BRIDGE OVER CINCINNATI CREEK
PIN 2754.67 BIN 2205960
TRENTON FALLS, NEW YORK

WBE certified company

PREPARED BY:

Atlantic Testing Laboratories, Limited
301 Saint Anthony Street
Utica, New York 13501

PREPARED FOR:

C & S Engineers, Inc.
499 Col. Eileen Collins Boulevard
Syracuse, New York 13212

ATL REPORT NO. UT5614CE-01-08-23

August 9, 2023

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1.0 INTRODUCTION

1.1 Purpose

Atlantic Testing Laboratories, Limited (ATL) was retained by C & S Engineers, Inc., to perform a limited hazardous materials survey of the Old Poland Road Bridge over Cincinnati Creek. The limited survey was performed on July 26, 2023. The purpose of the limited hazardous materials survey was to identify asbestos-containing materials (ACM), lead-containing paint, and cyanide-containing paint that are present on exposed surfaces of the bridge structure, and may have a significant impact on planned bridge replacement activities. The limited hazardous materials survey procedures and report format that follow are in general compliance with applicable local, state, and federal rules and regulations.

1.2 Project Team and Certifications

The limited hazardous materials survey was performed by Corey S. Cook, Environmental Specialist. Certifications of ATL's field representative and a copy of applicable company licenses maintained by ATL are included in Appendix A.

2.0 SCOPE OF WORK

2.1 Project Description

The project site is located at Old Poland Road, Herkimer County, New York. The bridge structure is identified as BIN 2205960.

The intent of the limited hazardous materials survey was to identify suspect ACM, lead-containing paint, and cyanide-containing paint that are located on designated areas of bridge and may be impacted during a proposed bridge replacement project.

The limited hazardous materials survey was conducted for the bridge, as directed by Michael Rode, representing C & S Engineers, Inc. The bridge was operational at the time of the sampling event.

2.2 Inaccessible Areas

The extent of inaccessible areas is dependent upon the structure type, construction materials, history of renovations and repairs, and project scope. Concealed materials may exist in areas that are not readily exposed to view. Although this limited hazardous materials survey was performed to identify ACM, lead-containing paint, and cyanide-containing paint within the subject areas, potential ACM, lead-containing paint, and/or cyanide-containing paint may have escaped detection that could be encountered during future demolition and/or repair activities. Component systems may contain concealed suspect hazardous materials. If any suspect hazardous materials are encountered during bridge replacement activities, the activities disturbing the suspect hazardous materials must stop and the material must be sampled and laboratory analyzed or otherwise managed in accordance with applicable regulations.

2.3 Document Review

No historical hazardous materials survey reports or sampling and analysis data were available for review at the time of the limited hazardous materials survey.

2.4 Limitations

This report has been prepared in accordance with the scope of work outlined in C&S Engineers, Inc., Subcontract for Job No. 146.168.001, and should not be used as abatement specifications or design documents. The findings, conclusions, and recommendations presented in this report are based on the field observations made by representatives of ATL and the information provided by representatives of C & S Engineers, Inc.

Quantities and locations of sampled materials are approximate, and should be verified by the abatement contractor(s) prior to providing actual cost quotations and/or initiating abatement activities. Variations in reported quantities and locations for sampled materials, in addition to the discovery of suspect materials not identified in this report, is possible due to the presence of inaccessible areas, as described in Section 2.2 of this report.

The findings and opinions are relevant to the dates of our site work and should not be relied on to represent conditions at substantially later dates.

3.0 ASBESTOS

3.1 Methodology

A visual examination of the subject areas was conducted by an Asbestos Building Inspector to identify suspect ACM. Functional spaces were identified to assist while locating suspect ACM. A functional space is defined as a spatially distinct area within a building that contains identifiable populations of building occupants. A functional space may include a room, a group of rooms, or other defined area, and several functional spaces may comprise a single homogeneous sampling area. A homogeneous sampling area is defined as an area that is uniform by color, texture, construction/application, and general appearance. Each identified functional space was visually examined to determine the locations of suspect ACM. These materials were then delineated into homogeneous sampling areas.

Samples of each accessible homogeneous area were collected and placed in clean, labeled containers. The appropriate custody documentation was completed and the suspect ACM samples were submitted to AmeriSci New York (AmeriSci), located in New York, New York. The samples were laboratory analyzed by polarized light microscopy (PLM) and transmission electron microscopy (TEM) methodologies, as applicable. AmeriSci is a New York State Department of Health (NYSDOH) certified laboratory for PLM and TEM analysis under Environmental Laboratory Approval Program (ELAP) No. 11480. AmeriSci is also accredited by the National Institute of Standards and Technology (NIST), under the National Voluntary Laboratory Accreditation Program (NVLAP).

3.2 Regulatory Compliance

In New York State, there are multiple regulatory agencies that have jurisdiction over ACM in buildings. Asbestos survey requirements are primarily regulated or specified by the New York State Department of Labor (NYSDOL), the New York State Department of Health (NYSDOH), the Occupational Safety and Health Administration (OSHA), and the United States Environmental Protection Agency (EPA).

The NYSDOL established Part 56 of The Official Compilation of Codes, Rules, and Regulations (cited as 12 NYCRR, Part 56) to address the proper identification, handling, removal, and

disposal of ACM in buildings. Asbestos survey requirements are specified in Subpart 56-5.1 "Asbestos Survey Requirements for Building/Structure Demolition, Renovation, Remodeling and Repair." The NYSDOL also works in conjunction with the NYSDOH to establish and maintain asbestos safety training program requirements, and enforce personnel certifications and licensing protocol for asbestos contractors.

The OSHA defines requirements for asbestos surveys and identification of ACM and presumed asbestos-containing materials (PACM) in 29 CFR 1926.1101 (k) "Communication of Hazards." Under this regulation, OSHA makes reference to conducting inspections according to 1926.1101 (k)(5)(ii)(B) and 1926.1101 (k)(5)(iii) or pursuant to the requirements of the Asbestos Hazard Emergency Response Act (AHERA) 40 CFR Part 763, Subpart E "Asbestos-Containing Materials in Schools." The AHERA is regulated by the EPA, and applies to primary and secondary schools only; however, the procedures mandated under AHERA are generally considered the industry standards for surveys, as these are typically the most stringent.

3.3 Summary of Findings

A total of 5 homogeneous areas of suspect ACM were identified during the visual examination, from which 12 bulk samples were collected and subsequently submitted to a NYSDOH approved laboratory for analysis. Approximate sample locations are depicted on the Sample Location Plan, contained in Appendix B. A copy of laboratory reports and sample custody documentation are contained in Appendix C. Table D-I, contained in Appendix D, provides a summary of the identified suspect ACM and associated analytical results.

The EPA, NYSDOL, and other regulatory agencies define ACM as any material containing greater than 1% of asbestos. Materials listed in bold font in Table D-I of Appendix D were determined to be ACM.

Materials containing trace asbestos (i.e., less than 1%) are not considered ACM; however, the OSHA recognizes materials that contain trace amounts of asbestos, and requires these materials be handled in accordance with their standard interpretation letter titled "Requirements for demolition operations involving material containing <1% asbestos ", dated August 13, 1999. As shown in Table D-I of Appendix D, 1 material was determined to contain trace amounts of asbestos.

Other materials that were observed, but are not considered suspect ACM, include the following;

• Asphalt	• Concrete
• Wood	• Metal

4.0 LEAD-CONTAINING PAINT

4.1 Methodology

A visual examination of the subject areas was conducted by a Lead Risk Assessor to identify potential lead-containing paint. Functional spaces were identified, to assist locating suspect lead-containing paint. Potential lead-containing paint surfaces were classified into homogeneous areas. A homogeneous area is defined as similar paint color schemes, building components, and substrates the paint is applied on.

Samples of each accessible homogeneous area were collected and placed in clean, labeled containers. The appropriate custody documentation was completed and the suspect lead-

containing paint samples were submitted to Alpha Analytical, located in Westborough, Massachusetts. The samples were laboratory analyzed for lead, in accordance with EPA Methods 6010 and 3050B. Alpha Analytical is a NYSDOH certified laboratory for lead analysis under ELAP No. 11148.

4.2 Regulatory Compliance

Although New York State has established Title X, Part 67 of The Official Compilation of Codes, Rules, and Regulations (cited as NYCRR Title X, Part 67) for "Lead Poisoning Prevention and Control," lead-based paint (LBP) inspections and risk assessments are generally subject to the requirements of federal regulations. The United States Department of Housing and Urban Development (HUD), EPA, and OSHA are the primary federal regulatory agencies responsible for the establishment and enforcement of such regulations. On a state level, the NYSDOH does require laboratories to be certified to perform lead analysis under the ELAP.

The HUD "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" include details pertaining to sampling and analysis of suspect LBP, in addition to the identification and control of LBP hazards. The HUD guidelines pertain to federally owned or assisted housing; however, these are commonly referenced and made mandatory by other regulatory agencies. The EPA requirements for LBP activities, specified in 40 CFR Part 745, apply to targeted housing and child-occupied facilities, and are similar to HUD guideline requirements.

The OSHA Construction Standard for Lead (29 CFR 1926.62) applies to employees of an employer who may or will be exposed to occupational levels of lead. OSHA requires employees to maintain, at a minimum, awareness, respiratory protection, and hazard communication training.

4.3 Summary of Findings

The suspect lead-containing paint identified during the visual examination included 2 homogeneous paints, from which a total of 2 paint chip samples were collected and subsequently submitted to a NYSDOH approved laboratory for analysis. Approximate sample locations are depicted on the Sample Location Plan, contained in Appendix B. A copy of laboratory reports and associated sample custody documentation are contained in Appendix C. Table D-II of Appendix D provides a summary of the identified suspect lead-containing paint and associated analytical results.

HUD identifies LBP as "any paint, varnish, stain, or other applied coating that has 1 mg/cm^2 (or 5,000 mg/kg or 0.5% by weight) or more of lead" (HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing). Samples listed in bold font in Table D-II contained in Appendix D, were determined to be LBP, in accordance with HUD criteria.

5.0 CYANIDE-CONTAINING PAINT

5.1 Methodology

A visual examination of the subject areas was conducted by an Environmental Scientist to identify suspect cyanide-containing paint. The identified materials were classified into homogeneous sampling areas. A homogeneous sampling area is defined as an area that is uniform by color, texture, construction/application, and general appearance.

Samples of each accessible homogeneous area were collected and placed in clean, labeled containers. The appropriate custody documentation was completed and the suspect cyanide-containing paint samples were submitted to Alpha Analytical in Westborough, Massachusetts. The samples were laboratory analyzed for cyanide, in accordance with EPA Method 9012B. Alpha Analytical is a NYSDOH certified laboratory for cyanide analysis under ELAP No. 11148.

5.2 Summary of Findings

A total of 2 homogeneous suspect cyanide-containing paint materials were identified during the visual examination, from which 2 bulk samples were collected and subsequently submitted to a NYSDOH approved laboratory for analysis. Approximate sample locations are depicted on the Sample Location Plan, contained in Appendix B. A copy of laboratory reports and associated sample custody documentation is contained in Appendix C. Table D-III, contained in Appendix D, provides a summary of the identified suspect cyanide-containing paint and associated analytical results. As indicated in Table D-III, the sampled paint materials were determined to contain cyanide.

6.0 CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and recommendations are prepared from ATL's understanding that the subject bridge may be subject to replacement. Should the management of the building areas change, it is recommended that the findings be revisited to reflect appropriate operations and management practices for ACM, lead-containing materials, and cyanide-containing paint.

6.1 General

1. Concealed regulated ACM, lead-containing paint, or cyanide-containing paint may exist at the site that could be encountered during future repair/demolition activities. Component systems may contain concealed suspect ACM, lead-containing paint, and/or cyanide-containing paint. If any suspect ACM, lead-containing paint, and/or cyanide-containing paint are encountered during demolition and/or repair activities, the activities disturbing the suspect material must stop and the material must be sampled and laboratory analyzed or otherwise managed in accordance with applicable regulations.

6.2 Asbestos-Containing Materials

1. The material listed in bold in Table D-I of Appendix D was determined to be ACM. The referenced table also shows a material that contains trace concentrations of asbestos and is regulated under OSHA.

2. Subpart 56-5(h) of 12 NYCRR Part 56 requires that no demolition, renovation, remodeling, or repair work be commenced by any owner or the owner's agent prior to the completion of asbestos abatement. Asbestos abatement must be performed by an asbestos abatement contractor that maintains a current asbestos handling license, and employs NYSDOL certified asbestos handlers and supervisors. It is recommended that a 12 NYCRR 56 certified Project Monitor oversee abatement activities.

3. Subpart 56-5(g) of 12 NYCRR Part 56 specifies requirements for transmittal of asbestos survey information by the owner or owner's agent. One copy of the asbestos survey report shall be sent to the local government entity charged with issuing a permit for such demolition, renovation, remodeling, or repair work under applicable State or local laws. If controlled demolition or pre-demolition activities will be performed, one copy of the asbestos

survey report shall be submitted to the appropriate Asbestos Control Bureau district office. One copy of the asbestos survey report must be kept on the construction site throughout the duration of the asbestos project and any associated demolition, renovation, remodeling, or repair project.

6.3 Lead-Containing Paint

1. The materials listed in bold in Table D-II of Appendix D were determined to contain lead, and determined to be LBP per HUD criteria.

2. Identified LBP or paint with a detectable concentration of lead should be managed in accordance with applicable EPA and OSHA requirements prior to or during demolition, renovation, remodeling, or repair work.

3. Demolition/renovation contractors are required to conduct exposure monitoring or use historical objective data to ensure that employee exposures do not exceed the action level of 30 $\mu g/m^3$.

6.4 Cyanide-Containing Paint

1. The materials listed in bold in Table D-III of Appendix D were determined to contain detectable concentrations of cyanide. Exposure potential to cyanide and associated byproducts should be considered prior to performing work with cyanide-containing materials.

APPENDIX A

LICENSES AND CERTIFICATIONS

Asbestos Certificate Code Classifications

The following letter codes shown on the enclosed asbestos certificates represent the corresponding asbestos classifications:

A - Asbestos Handler
B - Allied Trades
C - Air Sampling Technician
D - Building Inspector
E - Management Planner
F - Operations & Maintenance
G - Asbestos Supervisor
H - Asbestos Project Monitor
I - Asbestos Project Designer

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NEW YORK STATE | Department of Labor

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Atlantic Testing Laboratories, Limited
P.O. Box 29, Canton, NY, 13617

License Number: 29276
License Class: RESTRICTED
Date of Issue: 10/03/2022
Expiration Date: 11/30/2023
Duly Authorized Representative: Marijean B Remington

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

COREY S COOK
CLASS(EXPIRES)
C ATEC(04/24) D INSP(04/24)
H PM (04/24)

CERT# 10-11944
DMV# 893484914

MUST BE CARRIED ON ASBESTOS PROJECTS

01213 006773805 43

EYES BLU
HAIR BLN
HGT 5' 09"

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

This form is the official record of successful completion of a New York State accredited asbestos safety training course.

Certificate No. 926813

I –To be completed by Trainee

Name of Trainee (print)	NYS Depart. of Motor Vehicles ID (DMV ID)[1]	
Corey Cook	893 484 914	
Signature of Trainee	Telephone Number	Date of Birth[1]
Webinar		4/29/91
Address		
505 East German Street	Herkimer	NY 13350
(Street or PO Box)	(City) (State)	(Zip Code)

II—To be completed by Training Sponsor

Provider's Name	Telephone Number
EAST Centers of NY	585-435-1881
Address 1555 Lyell Ave, Suite 122 Rochester, NY 14606 Zip Code	Course Location: Webinar

Course Title: Inspector ☐ Initial ☒ Refresher | *NYS DOH use only* ☐ DOH Equivalency [2]

Training Language: ☒ English ☐ Other: _____ Exam Grade/Date: 100 / 3-10-23

Dates of Training: From: 3/10/23 To: 3/10/23 Expires: 3/10/24

I certify that the asbestos safety training course given on the above date complied with both 10 NYCRR Part 73 and TSCA Title II, was consistent with the curriculum and instructors approved by the New York State Department of Health, and the trainee receiving this certificate completed the training course and successfully passed the examination.

Training Director[2]: Kevin Hutton _____
(Print) (Signature)

DOH-2832 (10/03) [1] Optional Information [2] DOH Equivalency signed by NYS DOH representative only **STUDENT**

New York State Department of Health Certificate of Asbestos Safety Training

This form is the official record of successful completion of a New York State accredited asbestos safety training course.

Certificate No. 929205

I –To be completed by Trainee

Name of Trainee (print)	NYS Depart. of Motor Vehicles ID (DMV ID)[1]	
Corey Cook	893484914	
Signature of Trainee	Telephone Number	Date of Birth[1]
Webinar	315-790-0915	04/29/1991
Address		
505 East German St.	Herkimer, NY	13350
(Street or PO Box)	(City) (State)	(Zip Code)

II—To be completed by Training Sponsor

Provider's Name	Telephone Number
Cornerstone Training Institute	585-319-3625
Address 460 State Street Rochester, NY 14608 Zip Code	Course Location: Online

Course Title: Project monitor ☐ Initial ☒ Refresher | *NYS DOH use only* ☐ DOH Equivalency [2]

Training Language: ☒ English ☐ Other: _____ Exam Grade/Date: 88% 3/14/23

Dates of Training: From: 03/14/23 To: 03/14/23 Expires: 03/14/24

I certify that the asbestos safety training course given on the above date complied with both 10 NYCRR Part 73 and TSCA Title II, was consistent with the curriculum and instructors approved by the New York State Department of Health, and the trainee receiving this certificate completed the training course and successfully passed the examination.

Training Director[2]: Darren Gehl _____
(Print) (Signature)

United States Environmental Protection Agency

This is to certify that

Corey s Cook

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires March 01, 2026

LBP-R-I211997-2

Certification #

February 17, 2023

Issued On

Ben Conetta, Chief

Chemicals and Multimedia Programs Branch

NEW YORK STATE OF OPPORTUNITY. Department of Health

KATHY HOCHUL
Governor

JAMES V. McDONALD, M.D., M.P.H.
Acting Commissioner

MEGAN E. BALDWIN
Acting Executive Deputy Commissioner

LAB ID: 11480

March 30, 2023

MS. KAROL H. LU
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

Certificate Expiration Date:
April 01, 2024

Dear Ms. Lu,

Enclosed are certificate(s) of approval issued to your environmental laboratory for the current permit year. The certificate(s) supersede(s) any previously issued one(s) and is(are) in effect through the expiration date listed. Please carefully examine the certificate(s) to insure that the categories, subcategories, analytes, and methods for which your laboratory is approved are correct. In addition, verify that your laboratory's name, address, lead technical director, and identification number are accurate.

Pursuant to NYCRR Subpart 55-2.2, original certificates must be posted conspicuously in the laboratory and copies shall be made available to any client of the laboratory upon request.

Pursuant to NYCRR Subpart 55-2.6, any misrepresentation of the fields of accreditation (category - method - analyte) for which your laboratory is approved may result in denial, suspension, or revocation of your certification. Any use of the Environmental Laboratory Approval Program (ELAP) or National Environmental Laboratory Accreditation Program (NELAP) name, reference to the laboratory's approval status, and/or using the NELAP logo in any catalogs, advertising, business solicitations, proposals, quotations, laboratory analytical reports, or other materials must include the laboratory's ELAP identification number and distinguish between testing for which the laboratory is approved and testing for which the laboratory is not approved.

If you have any questions, please contact us at the Environmental Laboratory Approval Program, Wadsworth Center, New York State Department of Health, Empire State Plaza, Albany NY, 12237; by phone at (518) 485-5570; by facsimile at (518) 485-5568; and by email at elap@health.ny.gov.

Sincerely,

Amy J. Steuerwald

Amy J. Steuerwald, Ph.D.
Director, Environmental Laboratory Approval Program

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2022
Revised March 30, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. KAROL H. LU
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual

Serial No.: 66402

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2022
Revised March 30, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. MARCO SOARES
ALPHA ANALYTICAL
8 WALKUP DR
WESTBOROUGH, MA 01581-1019

NY Lab Id No: 11148

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES POTABLE WATER
All approved analytes are listed below:

Bacteriology

Coliform, Total / E. coli (Qualitative)	SM 20, 21-23 9223B (-04) (Colilert)
E. coli (Enumeration)	SM 20, 21-23 9223B (-04) (Colilert)
Heterotrophic Plate Count	SM 20, 21-23 9215B (-04)

Fuel Additives

Methyl tert-butyl ether	EPA 524.2
Naphthalene	EPA 524.2

Microextractables

1,2,3-Trichloropropane, Low Level	EPA 504.1
1,2-Dibromo-3-chloropropane, Low Le	EPA 504.1
1,2-Dibromoethane, Low Level	EPA 504.1

Miscellaneous

Odor	SM 21-23 2150 B (-97)
Organic Carbon, Dissolved	SM 21-23 5310C (-00)
Organic Carbon, Total	SM 21-23 5310C (-00)
Perchlorate	EPA 332.0 Rev. 1
Turbidity	SM 21-23 2130 B (-01)
	EPA 180.1 Rev. 2.0

Non-Metals

Alkalinity	SM 21-23 2320B (-97)
Chloride	EPA 300.0 Rev. 2.1
Color	SM 21-23 2120B (-01)
Cyanide	SM 20, 21-23 4500-CN E
Fluoride, Total	EPA 300.0 Rev. 2.1
	SM 21-23 4500-F C (-97)
Nitrate (as N)	EPA 353.2 Rev. 2.0
	EPA 300.0 Rev. 2.1

Serial No.: 66303

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2022
Revised March 30, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. MARCO SOARES
ALPHA ANALYTICAL
8 WALKUP DR
WESTBOROUGH, MA 01581-1019

NY Lab Id No: 11148

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below:

Benzidines

3,3'-Dichlorobenzidine	EPA 8270D
	EPA 8270E
Benzidine	EPA 8270D
	EPA 8270E

Characteristic Testing

Corrosivity (pH)	EPA 9040C
	EPA 9045D
Free Liquids	EPA 9095B
Ignitability	EPA 1030
	EPA 1010A
Synthetic Precipitation Leaching Proc.	EPA 1312
TCLP	EPA 1311

Chlorinated Hydrocarbon Pesticides

4,4'-DDD	EPA 8081B
4,4'-DDE	EPA 8081B
4,4'-DDT	EPA 8081B
Aldrin	EPA 8081B
alpha-BHC	EPA 8081B
alpha-Chlordane	EPA 8081B
Atrazine	EPA 8270D
	EPA 8270E
beta-BHC	EPA 8081B
Chlordane Total	EPA 8081B
delta-BHC	EPA 8081B
Dieldrin	EPA 8081B
Endosulfan I	EPA 8081B

Serial No.: 66305

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2022
Revised March 30, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. MARCO SOARES
ALPHA ANALYTICAL
8 WALKUP DR
WESTBOROUGH, MA 01581-1019

NY Lab Id No: 11148

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below:

Low Level Polynuclear Aromatic Hydrocarbons

Naphthalene Low Level	EPA 8270E SIM
Phenanthrene Low Level	EPA 8270D SIM
	EPA 8270E SIM
Pyrene Low Level	EPA 8270D SIM
	EPA 8270E SIM

Metals II

Chromium VI	EPA 7196A

Minerals

Chloride	EPA 9251
Sulfate (as SO4)	EPA 9038

Miscellaneous

Cyanide, Total	EPA 9014
	EPA 9012B
Extractable Organic Halides	EPA 9023
Perchlorate	EPA 6860
Phenols	EPA 9065
Specific Conductance	EPA 9050A

Nitroaromatics and Isophorone

2,4-Dinitrotoluene	EPA 8270D
	EPA 8270E
2,6-Dinitrotoluene	EPA 8270D
	EPA 8270E
Isophorone	EPA 8270D
	EPA 8270E
Nitrobenzene	EPA 8260D
	EPA 8260C

Serial No.: 66305

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2022
Revised March 30, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. JOHN TRIMBLE
ALPHA ANALYTICAL
320 FORBES BOULEVARD
MANSFIELD, MA 02048

NY Lab Id No: 11627

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES POTABLE WATER
All approved analytes are listed below:

Metals I

Arsenic, Total	EPA 200.8 Rev. 5.4
Barium, Total	EPA 200.7 Rev. 4.4
	EPA 200.8 Rev. 5.4
Cadmium, Total	EPA 200.7 Rev. 4.4
	EPA 200.8 Rev. 5.4
Chromium, Total	EPA 200.7 Rev. 4.4
	EPA 200.8 Rev. 5.4
Copper, Total	EPA 200.7 Rev. 4.4
	EPA 200.8 Rev. 5.4
Iron, Total	EPA 200.7 Rev. 4.4
Lead, Total	EPA 200.8 Rev. 5.4
Manganese, Total	EPA 200.7 Rev. 4.4
	EPA 200.8 Rev. 5.4
Mercury, Total	EPA 245.1 Rev. 3.0
Selenium, Total	EPA 200.8 Rev. 5.4
Silver, Total	EPA 200.7 Rev. 4.4
	EPA 200.8 Rev. 5.4
Zinc, Total	EPA 200.7 Rev. 4.4
	EPA 200.8 Rev. 5.4

Metals II

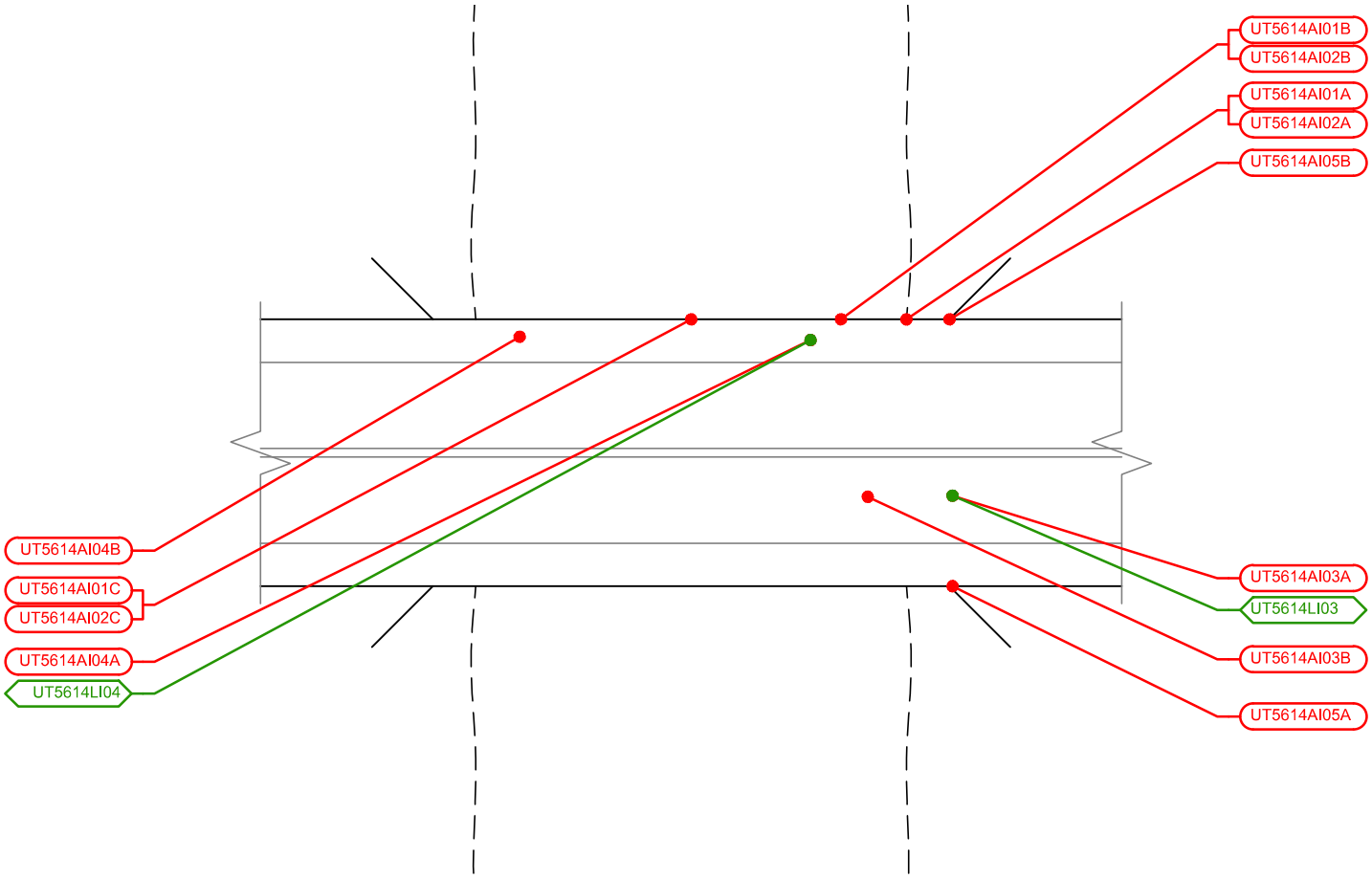
Aluminum, Total	EPA 200.7 Rev. 4.4
	EPA 200.8 Rev. 5.4
Antimony, Total	EPA 200.8 Rev. 5.4
Beryllium, Total	EPA 200.8 Rev. 5.4
Nickel, Total	EPA 200.7 Rev. 4.4
	EPA 200.8 Rev. 5.4
Thallium, Total	EPA 200.8 Rev. 5.4

Serial No.: 66458

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

APPENDIX B

SAMPLE LOCATION PLAN



Sample Location Plan

Scale: NTS

LEGEND :

UT5614AI01A — Suspect Asbestos Sample ID and Approximate Location

UT5614LI01 — Suspect Lead/Cyanide-Containing Paint Sample ID and Approximate Location

SAMPLE LOCATION PLAN	Drawn By: JDF	Drawing: 1 of 1	Scale: As Noted	Project No.: UT5614	Date : August 2023
Replacement of Old Poland Road Bridge *Over Cincinnati Creek* *Trenton Falls, New York*	**ATLANTIC TESTING LABORATORIES, Limited** Albany, NY · Binghamton, NY · Buffalo, NY · Canton, NY · Elmira, NY · Plattsburgh, NY Poughkeepsie, NY · Rochester, NY · Syracuse, NY · Utica, NY · Watertown, NY WBE certified company www.AtlanticTesting.com				

APPENDIX C

LABORATORY REPORTS AND CUSTODY DOCUMENTATION

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Atlantic Testing Laboratories, Limited
Attn: Corey Cook
6431 US Highway 11

Canton, NY 13617

Date Received 07/27/23
Date Examined 08/01/23
ELAP # 11480

AmeriSci Job # 223074108
P.O. # 18797
Page 1 **of** 3

RE: UT5614; Bridge Over Cincinnati Creek Old Poland Rd.; Barneveld, NY (Report Amended 8/3/2023)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
UT5614AI01A 01	223074108-01 **Location:** North Side Of Bridge - Black Pipe TSI Jacket On Brown F.G.	***Yes***	7.4% (by NYS ELAP 198.6) by Kensen Caro on 08/01/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile 7.4 % **Other Material:** Non-fibrous 20.3%			
UT5614AI01B 01	223074108-02 **Location:** North Side Of Bridge - Black Pipe TSI Jacket On Brown F.G.		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
UT5614AI01C 01	223074108-03 **Location:** North Side Of Bridge - Black Pipe TSI Jacket On Brown F.G.		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
UT5614AI02A 02	223074108-04 **Location:** North Side Of Bridge - Black Tar Assoc. W/ Pipe TSI Jacket	***No***	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/01/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 2.7%			
UT5614AI02B 02	223074108-05 **Location:** North Side Of Bridge - Black Tar Assoc. W/ Pipe TSI Jacket	***No***	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/01/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 1.5%			

See Reporting notes on last page

PLM Bulk Asbestos Report

UT5614; Bridge Over Cincinnati Creek Old Poland Rd.;
Barneveld, NY (Report Amended 8/3/2023)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
UT5614AI02C 02	223074108-06 **Location:** North Side Of Bridge - Black Tar Assoc. W/ Pipe TSI Jacket	***No***	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/01/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 1.9%			
UT5614AI03A 03	223074108-07 **Location:** Bottom Bridge - Red Paint Assoc. W/ Bottom Bridge I-Beams	***No***	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/01/23
Analyst Description: Red, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 28.1%			
UT5614AI03B 03	223074108-08 **Location:** Bottom Bridge - Red Paint Assoc. W/ Bottom Bridge I-Beams	***No***	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/01/23
Analyst Description: Red, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 30.2%			
UT5614AI04A 04	223074108-09 **Location:** Bridge Guard Rails - Gray Paint Assoc. W/ Guard Rails & Railing	***No***	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/01/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 43%			
UT5614AI04B 04	223074108-10 **Location:** Bridge Guard Rails - Gray Paint Assoc. W/ Guard Rails & Railing	***No***	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/01/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 41.9%			
UT5614AI05A 05	223074108-11 **Location:** Abutment Pads - Black Abutment Pad Coating	***No***	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/01/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 77.7%			

See Reporting notes on last page

PLM Bulk Asbestos Report

UT5614; Bridge Over Cincinnati Creek Old Poland Rd.;
Barneveld, NY (Report Amended 8/3/2023)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
UT5614AI05B 05	223074108-12	***No***	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/01/23

Location: Abutment Pads **-** Black Abutment Pad Coating

Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 87.4%

Reporting Notes:

Analyzed by: Kensen Caro
Date: 8/1/2023

Reviewed by: John P. Koubiadis

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229003, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

END OF REPORT

Table I
Summary of Bulk Asbestos Analysis Results

UT5614; Bridge Over Cincinnati Creek Old Poland Rd.; Barneveld, NY (Report Amended 8/3/2023)

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	UT5614AI01A	01	0.249	67.1	5.2	20.3	Chrysotile 7.4	NA
Location: North Side Of Bridge - Black Pipe TSI Jacket On Brown F.G.								
02	UT5614AI01B	01	0.184	38.8	2.3	58.9	NA/PS	NA
Location: North Side Of Bridge - Black Pipe TSI Jacket On Brown F.G.								
03	UT5614AI01C	01	0.275	37.5	21.2	41.3	NA/PS	NA
Location: North Side Of Bridge - Black Pipe TSI Jacket On Brown F.G.								
04	UT5614AI02A	02	0.419	61.1	36.3	2.7	NAD	NAD
Location: North Side Of Bridge - Black Tar Assoc. W/ Pipe TSI Jacket								
05	UT5614AI02B	02	0.229	88.4	10.2	1.5	NAD	NAD
Location: North Side Of Bridge - Black Tar Assoc. W/ Pipe TSI Jacket								
06	UT5614AI02C	02	0.224	89.2	8.9	1.9	NAD	NAD
Location: North Side Of Bridge - Black Tar Assoc. W/ Pipe TSI Jacket								
07	UT5614AI03A	03	0.166	41.5	30.4	28.0	NAD	Anthophyllite Trace
Location: Bottom Bridge - Red Paint Assoc. W/ Bottom Bridge I-Beams								
08	UT5614AI03B	03	0.201	43.4	26.4	30.2	NAD	NAD
Location: Bottom Bridge - Red Paint Assoc. W/ Bottom Bridge I-Beams								
09	UT5614AI04A	04	0.260	43.0	14.0	43.0	NAD	NAD
Location: Bridge Guard Rails - Gray Paint Assoc. W/ Guard Rails & Railing								
10	UT5614AI04B	04	0.284	40.2	18.0	41.9	NAD	NAD
Location: Bridge Guard Rails - Gray Paint Assoc. W/ Guard Rails & Railing								
11	UT5614AI05A	05	0.416	5.0	17.3	77.7	NAD	NAD
Location: Abutment Pads - Black Abutment Pad Coating								
12	UT5614AI05B	05	0.554	5.4	7.1	87.4	NAD	NAD
Location: Abutment Pads - Black Abutment Pad Coating								

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

UT5614; Bridge Over Cincinnati Creek Old Poland Rd.; Barneveld, NY (Report Amended 8/3/2023)

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM

Analyzed by: Karol H. Lu
Date: 8/1/2023

Reviewed by: John P. Koubiadis

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H600-Noran 7 System, Microscope, Serial #: 600-27-6. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

AmeriSci New York	Report Amendment Explanation Form (append to amended report)	Date Amended 8/3/2023

Client: Atlantic Testing Laboratories, Limited

AmeriSci Job #: 223074108

Client Job: UT5614

Analysis Type: ELAP-PLM/TEM

AmeriSci Sample #s affected: 223074108-11, 12

Amended by (print/sign): John P. Koubiadis

Original Item(s) Being Amended: Samples logged in as Abatement Pad.

Changes Made: Description changed to Abutment Pad.

Reason for Changes: Admin logged the samples in incorrectly as Abatement Pad.

Attach original sheet with incorrect item or items to be amended clearly indicated or circled.

223074108

ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

1

Albany
22 Corporate Drive
Clifton Park, NY 12065
518/383-9144 (T)
518/383-9166 (F)

Binghamton
126 Park Avenue
Binghamton, NY 13903
607/773-1812 (T)
607/773-1835 (F)

Canton
6431 U.S. Highway 11
Canton, NY 13617
315/386-4578 (T)
315/386-1012 (F)

Elmira
2330 Route 352
Elmira, NY 14903
607/737-0700 (T)
607/737-0714 (F)

Plattsburgh
130 Arizona Ave
Plattsburgh, NY 12903
518/563-5878 (T)
518/562-1321 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845/691-6098 (T)
845/691-6099 (F)

Rochester
3495 Winton Place
Rochester, NY 14623
585/427-9020 (T)
585/427-9021 (F)

Syracuse
6085 Court Street Road
Syracuse, NY 13206
315/699-5281 (T)
315/699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315/735-3309 (T)
315/735-0742 (F)

Project No.	Project Name	Date Collected
UTS614	Bridge over Cincinnati Creek Old Poland Rd.	7-26-23 Page 1 of 1
Project Contact:	Andy Ward	
Project Location:	Barneveld NY.	

Laboratory Instructions

Turn-Around-Time: ☐ 12hr ☐ 24hr ☐ 48hr ☐ 72hr ☒ 5day ☐

Special Instructions: ☒ Positive Stop Analysis ☒ If negative by PLM-NOB, analyze by TEM-NOB ☐ Other

Report Distribution

Send Reports To (ATL Office):
ATL Contact:
Send Copy To:
Email Results: ☐ YES

Field Sample No.	Sample Location	Sample Description	Analysis Requested: PLM	PLM-NOB	TEM-NOB	TEM-ONLY	MICRO-VAC
UTS614AI01A	North side of Bridge	Black Pipe TSI Jacket on Brown F.G.	X				
UTS614AI01B	North side of Bridge	Black Pipe TSI Jacket on Brown F.G.	X				
UTS614AI01C	North side of Bridge	Black Pipe TSI Jacket on Brown F.G.	X				
UTS614AI02A	North side of Bridge	Black Tar assoc. w/ Pipe TSI Jacket		X	X		
UTS614AI02B	North side of Bridge	Black Tar assoc. w/ Pipe TSI Jacket		X	X		
UTS614AI02C	North side of Bridge	Black Tar assoc. w/ Pipe TSI Jacket		X	X		
UTS614AI03A	Bottom Bridge	Red Paint assoc. w/ Bottom Bridge I-Beams	X				
UTS614AI03B	Bottom Bridge	Red Paint assoc. w/ Bottom Bridge I-Beams	X				
UTS614AI04A	Bridge Guard Rails	Gray Paint assoc. w/ Guard Rails + Railing	X				
UTS614AI04B	Bridge Guard Rails	Gray Paint assoc. w/ Guard Rails + Railing	X				
UTS614AI 05A	Abutment Pads	Black Abutment Pad Coating	X	X	X		
UTS614AI 05B	Abutment Pads	Black Abutment Pad Coating		X	X		

Sampler's Name:	Corey Cook	Date:	7-26-23
Sampler's Signature:		Time:	0930
Received at Laboratory (Name):		Date:	
Laboratory Signature:		Time:	

Samples Relinquished By:			Samples Received By:			Field and Laboratory Remar
Name:	Corey Cook	Date: 7-26-23	Name:	Justyn Neretnieks	Date: 7/27/23	
Signature:		Time: 1700	Signature:		Time: 11:32	
Name:		Date:	Name:		Date:	
Signature:		Time:	Signature:		Time:	

Think Quality

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files

ANALYTICAL REPORT

Lab Number:	L2342984
Client:	Atlantic Testing Laboratories, Limited 301 St. Anthony Street Utica, NY 13501
ATTN:	Andrew Ward
Phone:	(315) 735-3309
Project Name:	BRIDGE OVER OLD POLAND RD.
Project Number:	UT5614
Report Date:	08/02/23

The original project report/data package is held by Alpha Analytical. This report/data package is paginated and should be reproduced only in its entirety. Alpha Analytical holds no responsibility for results and/or data that are not consistent with the original.

Certifications & Approvals: MA (M-MA086), NH NELAP (2064), CT (PH-0826), IL (200077), IN (C-MA-03), KY (KY98045), ME (MA00086), MD (348), NJ (MA935), NY (11148), NC (25700/666), OH (CL108), OR (MA-1316), PA (68-03671), RI (LAO00065), TX (T104704476), VT (VT-0935), VA (460195), USDA (Permit #525-23-122-91930).

Eight Walkup Drive, Westborough, MA 01581-1019
508-898-9220 (Fax) 508-898-9193 800-624-9220 - www.alphalab.com

Project Name: BRIDGE OVER OLD POLAND RD.
Project Number: UT5614

Lab Number: L2342984
Report Date: 08/02/23

Alpha Sample ID	Client ID	Matrix	Sample Location	Collection Date/Time	Receive Date
L2342984-01	UT5614LI03	SOLID	BARNEVELD, NY	07/26/23 09:03	07/26/23
L2342984-02	UT5614LI04	SOLID	BARNEVELD, NY	07/26/23 09:17	07/26/23

Project Name:	BRIDGE OVER OLD POLAND RD.	**Lab Number:**	L2342984
Project Number:	UT5614	**Report Date:**	08/02/23

Case Narrative

The samples were received in accordance with the Chain of Custody and no significant deviations were encountered during the preparation or analysis unless otherwise noted. Sample Receipt, Container Information, and the Chain of Custody are located at the back of the report.

Results contained within this report relate only to the samples submitted under this Alpha Lab Number and meet NELAP requirements for all NELAP accredited parameters unless otherwise noted in the following narrative. The data presented in this report is organized by parameter (i.e. VOC, SVOC, etc.). Sample specific Quality Control data (i.e. Surrogate Spike Recovery) is reported at the end of the target analyte list for each individual sample, followed by the Laboratory Batch Quality Control at the end of each parameter. Tentatively Identified Compounds (TICs), if requested, are reported for compounds identified to be present and are not part of the method/program Target Compound List, even if only a subset of the TCL are being reported. If a sample was re-analyzed or re-extracted due to a required quality control corrective action and if both sets of data are reported, the Laboratory ID of the re-analysis or re-extraction is designated with an "R" or "RE", respectively.

When multiple Batch Quality Control elements are reported (e.g. more than one LCS), the associated samples for each element are noted in the grey shaded header line of each data table. Any Laboratory Batch, Sample Specific % recovery or RPD value that is outside the listed Acceptance Criteria is bolded in the report. In reference to questions H (CAM) or 4 (RCP) when "NO" is checked, the performance criteria for CAM and RCP methods allow for some quality control failures to occur and still be within method compliance. In these instances, the specific failure is not narrated but noted in the associated QC Outlier Summary Report, located directly after the Case Narrative. QC information is also incorporated in the Data Usability Assessment table (Format 11) of our Data Merger tool, where it can be reviewed in conjunction with the sample result, associated regulatory criteria and any associated data usability implications.

Soil/sediments, solids and tissues are reported on a dry weight basis unless otherwise noted. Definitions of all data qualifiers and acronyms used in this report are provided in the Glossary located at the back of the report.

HOLD POLICY - For samples submitted on hold, Alpha's policy is to hold samples (with the exception of Air canisters) free of charge for 21 calendar days from the date the project is completed. After 21 calendar days, we will dispose of all samples submitted including those put on hold unless you have contacted your Alpha Project Manager and made arrangements for Alpha to continue to hold the samples. Air canisters will be disposed after 3 business days from the date the project is completed.

Please contact Project Management at 800-624-9220 with any questions.

Project Name:	BRIDGE OVER OLD POLAND RD.	**Lab Number:**	L2342984
Project Number:	UT5614	**Report Date:**	08/02/23

Case Narrative (continued)

Report Submission

All non-detect (ND) or estimated concentrations (J-qualified) have been quantitated to the limit noted in the MDL column.

Sample Receipt

The analyses performed were specified by the client.

I, the undersigned, attest under the pains and penalties of perjury that, to the best of my knowledge and belief and based upon my personal inquiry of those responsible for providing the information contained in this analytical report, such information is accurate and complete. This certificate of analysis is not complete unless this page accompanies any and all pages of this report.

Authorized Signature: Michelle M. Morris

Title: Technical Director/Representative Date: 08/02/23

METALS

Project Name: BRIDGE OVER OLD POLAND RD. **Lab Number:** L2342984

Project Number: UT5614 **Report Date:** 08/02/23

SAMPLE RESULTS

Lab ID: L2342984-01 Date Collected: 07/26/23 09:03

Client ID: UT5614LI03 Date Received: 07/26/23

Sample Location: BARNEVELD, NY Field Prep: Not Specified

Sample Depth:

Matrix: Solid

Percent Solids: Results are reported on an 'AS RECEIVED' basis.

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor	Date Prepared	Date Analyzed	Prep Method	Analytical Method	Analyst
Total Metals - Mansfield Lab											
Lead, Total	19000		mg/kg	9.47	0.508	5	07/28/23 00:18	08/01/23 12:54	EPA 3050B	1,6010D	MRC

Project Name: BRIDGE OVER OLD POLAND RD. **Lab Number:** L2342984

Project Number: UT5614 **Report Date:** 08/02/23

SAMPLE RESULTS

Lab ID: L2342984-02 Date Collected: 07/26/23 09:17

Client ID: UT5614LI04 Date Received: 07/26/23

Sample Location: BARNEVELD, NY Field Prep: Not Specified

Sample Depth:

Matrix: Solid

Percent Solids: Results are reported on an 'AS RECEIVED' basis.

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor	Date Prepared	Date Analyzed	Prep Method	Analytical Method	Analyst
Total Metals - Mansfield Lab											
Lead, Total	44200		mg/kg	18.9	1.01	10	07/28/23 00:18	08/01/23 12:58	EPA 3050B	1,6010D	MRC

Project Name: BRIDGE OVER OLD POLAND RD. **Lab Number:** L2342984

Project Number: UT5614 **Report Date:** 08/02/23

Method Blank Analysis
Batch Quality Control

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor	Date Prepared	Date Analyzed	Analytical Method	Analyst
Total Metals - Mansfield Lab for sample(s): 01-02 Batch: WG1808579-1										
Lead, Total	ND		mg/kg	2.00	0.107	1	07/28/23 00:18	08/01/23 11:24	1,6010D	MRC

Prep Information

Digestion Method: EPA 3050B

Lab Control Sample Analysis
Batch Quality Control

Project Name: BRIDGE OVER OLD POLAND RD.
Project Number: UT5614

Lab Number: L2342984
Report Date: 08/02/23

Parameter	LCS %Recovery	Qual	LCSD %Recovery	Qual	%Recovery Limits	RPD	Qual	RPD Limits
Total Metals - Mansfield Lab Associated sample(s): 01-02 Batch: WG1808579-2 SRM Lot Number: D119-540								
Lead, Total	98		-		82-118	-		

Matrix Spike Analysis
Batch Quality Control

Project Name: BRIDGE OVER OLD POLAND RD.
Project Number: UT5614

Lab Number: L2342984
Report Date: 08/02/23

Parameter	Native Sample	MS Added	MS Found	MS %Recovery	Qual	MSD Found	MSD %Recovery	Qual	Recovery Limits	RPD	Qual	RPD Limits
Total Metals - Mansfield Lab Associated sample(s): 01-02 QC Batch ID: WG1808579-3 QC Sample: L2343139-01 Client ID: MS Sample												
Lead, Total	44.8	44.4	105	**135**	Q	-	-		75-125	-		20

Lab Duplicate Analysis

Batch Quality Control

Project Name: BRIDGE OVER OLD POLAND RD.
Project Number: UT5614

Lab Number: L2342984
Report Date: 08/02/23

Parameter	Native Sample	Duplicate Sample	Units	RPD	Qual	RPD Limits
Total Metals - Mansfield Lab Associated sample(s): 01-02 QC Batch ID: WG1808579-4 QC Sample: L2343139-01 Client ID: DUP Sample						
Lead, Total	44.8	73.5	mg/kg	**49**	Q	20

INORGANICS
&
MISCELLANEOUS

Project Name: BRIDGE OVER OLD POLAND RD.
Project Number: UT5614
Lab Number: L2342984
Report Date: 08/02/23

SAMPLE RESULTS

Lab ID: L2342984-01
Client ID: UT5614LI03
Sample Location: BARNEVELD, NY
Date Collected: 07/26/23 09:03
Date Received: 07/26/23
Field Prep: Not Specified

Sample Depth:
Matrix: Solid
Percent Solids: Results reported on an 'AS RECEIVED' basis.

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor	Date Prepared	Date Analyzed	Analytical Method	Analyst
General Chemistry - Westborough Lab										
Cyanide, Total	0.32	J	mg/kg	0.96	0.20	1	07/31/23 15:00	07/31/23 17:53	121,4500CN-CE	JER

Project Name: BRIDGE OVER OLD POLAND RD.
Project Number: UT5614
Lab Number: L2342984
Report Date: 08/02/23

SAMPLE RESULTS

Lab ID: L2342984-02
Client ID: UT5614LI04
Sample Location: BARNEVELD, NY
Date Collected: 07/26/23 09:17
Date Received: 07/26/23
Field Prep: Not Specified

Sample Depth:
Matrix: Solid
Percent Solids: Results reported on an 'AS RECEIVED' basis.

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor	Date Prepared	Date Analyzed	Analytical Method	Analyst
General Chemistry - Westborough Lab										
Cyanide, Total	0.61	J	mg/kg	0.93	0.20	1	07/31/23 15:00	07/31/23 17:56	121,4500CN-CE	JER

Project Name: BRIDGE OVER OLD POLAND RD. **Lab Number:** L2342984

Project Number: UT5614 **Report Date:** 08/02/23

Method Blank Analysis
Batch Quality Control

Parameter	Result	Qualifier	Units	RL	MDL	Dilution Factor	Date Prepared	Date Analyzed	Analytical Method	Analyst
General Chemistry - Westborough Lab for sample(s): 01-02 Batch: WG1809789-1										
Cyanide, Total	ND		mg/kg	0.90	0.19	1	07/31/23 15:00	07/31/23 17:25	121,4500CN-CE	JER

Lab Control Sample Analysis
Batch Quality Control

Project Name: BRIDGE OVER OLD POLAND RD.
Project Number: UT5614

Lab Number: L2342984
Report Date: 08/02/23

Parameter	LCS %Recovery	Qual	LCSD %Recovery	Qual	%Recovery Limits	RPD	Qual	RPD Limits
General Chemistry - Westborough Lab Associated sample(s): 01-02 Batch: WG1809789-2								
Cyanide, Total	80		-		80-120	-		35

Matrix Spike Analysis
Batch Quality Control

Project Name: BRIDGE OVER OLD POLAND RD.
Project Number: UT5614

Lab Number: L2342984
Report Date: 08/02/23

Parameter	Native Sample	MS Added	MS Found	MS %Recovery	Qual	MSD Found	MSD %Recovery	Qual	Recovery Limits	RPD	Qual	RPD Limits
General Chemistry - Westborough Lab Associated sample(s): 01-02 QC Batch ID: WG1809789-3 QC Sample: L2342984-01 Client ID: UT5614LI03												
Cyanide, Total	0.32J	9.4	6.5	66		-	-		65-135	-		35

Lab Duplicate Analysis

Batch Quality Control

Project Name: BRIDGE OVER OLD POLAND RD.
Project Number: UT5614

Lab Number: L2342984
Report Date: 08/02/23

Parameter	Native Sample	Duplicate Sample	Units	RPD	Qual	RPD Limits
General Chemistry - Westborough Lab Associated sample(s): 01-02 QC Batch ID: WG1809789-4 QC Sample: L2342984-01 Client ID: UT5614LI03						
Cyanide, Total	0.32J	0.35J	mg/kg	NC		35

Project Name: BRIDGE OVER OLD POLAND RD.
Project Number: UT5614

Lab Number: L2342984
Report Date: 08/02/23

Sample Receipt and Container Information

Were project specific reporting limits specified? YES

Cooler Information

Cooler	Custody Seal
A	Absent

Container Information

Container ID	Container Type	Cooler	Initial pH	Final pH	Temp deg C	Pres	Seal	Frozen Date/Time	Analysis(*)
L2342984-01A	Metals Only-Glass 60mL/2oz unpreserved	A	NA		2.6	Y	Absent		PB-TI(180)
L2342984-01B	Glass 60ml unpreserved split	A	NA		2.6	Y	Absent		TCN-4500(14)
L2342984-02A	Glass 120ml/4oz unpreserved	A	NA		2.6	Y	Absent		PB-TI(180)
L2342984-02B	Glass 60ml unpreserved split	A	NA		2.6	Y	Absent		TCN-4500(14)

*Values in parentheses indicate holding time in days

Project Name:	BRIDGE OVER OLD POLAND RD.	**Lab Number:**	L2342984
Project Number:	UT5614	**Report Date:**	08/02/23

GLOSSARY

Acronyms

DL - Detection Limit: This value represents the level to which target analyte concentrations are reported as estimated values, when those target analyte concentrations are quantified below the limit of quantitation (LOQ). The DL includes any adjustments from dilutions, concentrations or moisture content, where applicable. (DoD report formats only.)

EDL - Estimated Detection Limit: This value represents the level to which target analyte concentrations are reported as estimated values, when those target analyte concentrations are quantified below the reporting limit (RL). The EDL includes any adjustments from dilutions, concentrations or moisture content, where applicable. The use of EDLs is specific to the analysis of PAHs using Solid-Phase Microextraction (SPME).

EMPC - Estimated Maximum Possible Concentration: The concentration that results from the signal present at the retention time of an analyte when the ions meet all of the identification criteria except the ion abundance ratio criteria. An EMPC is a worst-case estimate of the concentration.

EPA - Environmental Protection Agency.

LCS - Laboratory Control Sample: A sample matrix, free from the analytes of interest, spiked with verified known amounts of analytes or a material containing known and verified amounts of analytes.

LCSD - Laboratory Control Sample Duplicate: Refer to LCS.

LFB - Laboratory Fortified Blank: A sample matrix, free from the analytes of interest, spiked with verified known amounts of analytes or a material containing known and verified amounts of analytes.

LOD - Limit of Detection: This value represents the level to which a target analyte can reliably be detected for a specific analyte in a specific matrix by a specific method. The LOD includes any adjustments from dilutions, concentrations or moisture content, where applicable. (DoD report formats only.)

LOQ - Limit of Quantitation: The value at which an instrument can accurately measure an analyte at a specific concentration. The LOQ includes any adjustments from dilutions, concentrations or moisture content, where applicable. (DoD report formats only.)

Limit of Quantitation: The value at which an instrument can accurately measure an analyte at a specific concentration. The LOQ includes any adjustments from dilutions, concentrations or moisture content, where applicable. (DoD report formats only.)

MDL - Method Detection Limit: This value represents the level to which target analyte concentrations are reported as estimated values, when those target analyte concentrations are quantified below the reporting limit (RL). The MDL includes any adjustments from dilutions, concentrations or moisture content, where applicable.

MS - Matrix Spike Sample: A sample prepared by adding a known mass of target analyte to a specified amount of matrix sample for which an independent estimate of target analyte concentration is available. For Method 332.0, the spike recovery is calculated using the native concentration, including estimated values.

MSD - Matrix Spike Sample Duplicate: Refer to MS.

NA - Not Applicable.

NC - Not Calculated: Term is utilized when one or more of the results utilized in the calculation are non-detect at the parameter's reporting unit.

NDPA/DPA - N-Nitrosodiphenylamine/Diphenylamine.

NI - Not Ignitable.

NP - Non-Plastic: Term is utilized for the analysis of Atterberg Limits in soil.

NR - No Results: Term is utilized when 'No Target Compounds Requested' is reported for the analysis of Volatile or Semivolatile Organic TIC only requests.

RL - Reporting Limit: The value at which an instrument can accurately measure an analyte at a specific concentration. The RL includes any adjustments from dilutions, concentrations or moisture content, where applicable.

RPD - Relative Percent Difference: The results from matrix and/or matrix spike duplicates are primarily designed to assess the precision of analytical results in a given matrix and are expressed as relative percent difference (RPD). Values which are less than five times the reporting limit for any individual parameter are evaluated by utilizing the absolute difference between the values; although the RPD value will be provided in the report.

SRM - Standard Reference Material: A reference sample of a known or certified value that is of the same or similar matrix as the associated field samples.

STLP - Semi-dynamic Tank Leaching Procedure per EPA Method 1315.

TEF - Toxic Equivalency Factors: The values assigned to each dioxin and furan to evaluate their toxicity relative to 2,3,7,8-TCDD.

TEQ - Toxic Equivalent: The measure of a sample's toxicity derived by multiplying each dioxin and furan by its corresponding TEF and then summing the resulting values.

TIC - Tentatively Identified Compound: A compound that has been identified to be present and is not part of the target compound list (TCL) for the method and/or program. All TICs are qualitatively identified and reported as estimated concentrations.

Report Format: DU Report with 'J' Qualifiers

Project Name:	BRIDGE OVER OLD POLAND RD.	**Lab Number:**	L2342984
Project Number:	UT5614	**Report Date:**	08/02/23

Footnotes

1 - The reference for this analyte should be considered modified since this analyte is absent from the target analyte list of the original method.

Terms

Analytical Method: Both the document from which the method originates and the analytical reference method. (Example: EPA 8260B is shown as 1,8260B.) The codes for the reference method documents are provided in the References section of the Addendum.

Chlordane: The target compound Chlordane (CAS No. 57-74-9) is reported for GC ECD analyses. Per EPA,this compound "refers to a mixture of chlordane isomers, other chlorinated hydrocarbons and numerous other components." (Reference: USEPA Toxicological Review of Chlordane, In Support of Summary Information on the Integrated Risk Information System (IRIS), December 1997.)

Difference: With respect to Total Oxidizable Precursor (TOP) Assay analysis, the difference is defined as the Post-Treatment value minus the Pre-Treatment value.

Final pH: As it pertains to Sample Receipt & Container Information section of the report, Final pH reflects pH of container determined after adjustment at the laboratory, if applicable. If no adjustment required, value reflects Initial pH.

Frozen Date/Time: With respect to Volatile Organics in soil, Frozen Date/Time reflects the date/time at which associated Reagent Water-preserved vials were initially frozen. Note: If frozen date/time is beyond 48 hours from sample collection, value will be reflected in 'bold'.

Gasoline Range Organics (GRO): Gasoline Range Organics (GRO) results include all chromatographic peaks eluting from Methyl tert butyl ether through Naphthalene, with the exception of GRO analysis in support of State of Ohio programs, which includes all chromatographic peaks eluting from Hexane through Dodecane.

Initial pH: As it pertains to Sample Receipt & Container Information section of the report, Initial pH reflects pH of container determined upon receipt, if applicable.

PAH Total: With respect to Alkylated PAH analyses, the 'PAHs, Total' result is defined as the summation of results for all or a subset of the following compounds: Naphthalene, C1-C4 Naphthalenes, 2-Methylnaphthalene, 1-Methylnaphthalene, Biphenyl, Acenaphthylene, Acenaphthene, Fluorene, C1-C3 Fluorenes, Phenanthrene, C1-C4 Phenanthrenes/Anthracenes, Anthracene, Fluoranthene, Pyrene, C1-C4 Fluoranthenes/Pyrenes, Benz(a)anthracene, Chrysene, C1-C4 Chrysenes, Benzo(b)fluoranthene, Benzo(j)+(k)fluoranthene, Benzo(e)pyrene, Benzo(a)pyrene, Perylene, Indeno(1,2,3-cd)pyrene, Dibenz(ah)+(ac)anthracene, Benzo(g,h,i)perylene. If a 'Total' result is requested, the results of its individual components will also be reported.

PFAS Total: With respect to PFAS analyses, the 'PFAS, Total (5)' result is defined as the summation of results for: PFHpA, PFHxS, PFOA, PFNA and PFOS. In addition, the 'PFAS, Total (6)' result is defined as the summation of results for: PFHpA, PFHxS, PFOA, PFNA, PFDA and PFOS. For MassDEP DW compliance analysis only, the 'PFAS, Total (6)' result is defined as the summation of results at or above the RL. Note: If a 'Total' result is requested, the results of its individual components will also be reported.

Total: With respect to Organic analyses, a 'Total' result is defined as the summation of results for individual isomers or Aroclors. If a 'Total' result is requested, the results of its individual components will also be reported. This is applicable to 'Total' results for methods 8260, 8081 and 8082.

Data Qualifiers

A - Spectra identified as "Aldol Condensates" are byproducts of the extraction/concentration procedures when acetone is introduced in the process.

B - The analyte was detected above the reporting limit in the associated method blank. Flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For MCP-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For DOD-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank AND the analyte was detected above one-half the reporting limit (or above the reporting limit for common lab contaminants) in the associated method blank. For NJ-Air-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte above the reporting limit. For NJ-related projects (excluding Air), flag only applies to associated field samples that have detectable concentrations of the analyte, which was detected above the reporting limit in the associated method blank or above five times the reporting limit for common lab contaminants (Phthalates, Acetone, Methylene Chloride, 2-Butanone).

C - Co-elution: The target analyte co-elutes with a known lab standard (i.e. surrogate, internal standards, etc.) for co-extracted analyses.

D - Concentration of analyte was quantified from diluted analysis. Flag only applies to field samples that have detectable concentrations of the analyte.

E - Concentration of analyte exceeds the range of the calibration curve and/or linear range of the instrument.

F - The ratio of quantifier ion response to qualifier ion response falls outside of the laboratory criteria. Results are considered to be an estimated maximum concentration.

G - The concentration may be biased high due to matrix interferences (i.e, co-elution) with non-target compound(s). The result should be considered estimated.

H - The analysis of pH was performed beyond the regulatory-required holding time of 15 minutes from the time of sample collection.

I - The lower value for the two columns has been reported due to obvious interference.

J - Estimated value. The Target analyte concentration is below the quantitation limit (RL), but above the Method Detection Limit (MDL) or Estimated Detection Limit (EDL) for SPME-related analyses. This represents an estimated concentration for Tentatively

Report Format: DU Report with 'J' Qualifiers

Project Name:	BRIDGE OVER OLD POLAND RD.	**Lab Number:**	L2342984
Project Number:	UT5614	**Report Date:**	08/02/23

Data Qualifiers

Identified Compounds (TICs). For calculated parameters, this represents that one or more values used in the calculation were estimated.

M - Reporting Limit (RL) exceeds the MCP CAM Reporting Limit for this analyte.

ND - Not detected at the method detection limit (MDL) for the sample, or estimated detection limit (EDL) for SPME-related analyses.

NJ - Presumptive evidence of compound. This represents an estimated concentration for Tentatively Identified Compounds (TICs), where the identification is based on a mass spectral library search.

P - The RPD between the results for the two columns exceeds the method-specified criteria.

Q - The quality control sample exceeds the associated acceptance criteria. For DOD-related projects, LCS and/or Continuing Calibration Standard exceedences are also qualified on all associated sample results. Note: This flag is not applicable for matrix spike recoveries when the sample concentration is greater than 4x the spike added or for batch duplicate RPD when the sample concentrations are less than 5x the RL. (Metals only.)

R - Analytical results are from sample re-analysis.

RE - Analytical results are from sample re-extraction.

S - Analytical results are from modified screening analysis.

V - The surrogate associated with this target analyte has a recovery outside the QC acceptance limits. (Applicable to MassDEP DW Compliance samples only.)

Z - The batch matrix spike and/or duplicate associated with this target analyte has a recovery/RPD outside the QC acceptance limits. (Applicable to MassDEP DW Compliance samples only.)

Report Format: DU Report with 'J' Qualifiers

Project Name:	BRIDGE OVER OLD POLAND RD.	**Lab Number:**	L2342984
Project Number:	UT5614	**Report Date:**	08/02/23

REFERENCES

1 Test Methods for Evaluating Solid Waste: Physical/Chemical Methods. EPA SW-846. Third Edition. Updates I - VI, 2018.

121 Standard Methods for the Examination of Water and Wastewater. APHA-AWWA-WEF. Standard Methods Online.

LIMITATION OF LIABILITIES

Alpha Analytical performs services with reasonable care and diligence normal to the analytical testing laboratory industry. In the event of an error, the sole and exclusive responsibility of Alpha Analytical shall be to re-perform the work at it's own expense. In no event shall Alpha Analytical be held liable for any incidental, consequential or special damages, including but not limited to, damages in any way connected with the use of, interpretation of, information or analysis provided by Alpha Analytical.

We strongly urge our clients to comply with EPA protocol regarding sample volume, preservation, cooling, containers, sampling procedures, holding time and splitting of samples in the field.

Certification Information

The following analytes are not included in our Primary NELAP Scope of Accreditation:

Westborough Facility
EPA 624.1: m/p-xylene, o-xylene, Naphthalene
EPA 625.1: alpha-Terpineol
EPA 8260D: NPW: 1,2,4,5-Tetramethylbenzene; 4-Ethyltoluene, Azobenzene; SCM: Iodomethane (methyl iodide), 1,2,4,5-Tetramethylbenzene; 4-Ethyltoluene.
EPA 8270E: NPW: Dimethylnaphthalene,1,4-Diphenylhydrazine, alpha-Terpineol; SCM: Dimethylnaphthalene,1,4-Diphenylhydrazine.
SM4500: NPW: Amenable Cyanide; SCM: Total Phosphorus, TKN, NO2, NO3.

Mansfield Facility
SM 2540D: TSS.
EPA TO-15: Halothane, 2,4,4-Trimethyl-2-pentene, 2,4,4-Trimethyl-1-pentene, Thiophene, 2-Methylthiophene, 3-Methylthiophene, 2-Ethylthiophene, 1,2,3-Trimethylbenzene, Indan, Indene, 1,2,4,5-Tetramethylbenzene, Benzothiophene, 1-Methylnaphthalene.
Biological Tissue Matrix: EPA 3050B

The following analytes are included in our Massachusetts DEP Scope of Accreditation

Westborough Facility:

Drinking Water
EPA 300.0: Chloride, Nitrate-N, Fluoride, Sulfate; **EPA 353.2**: Nitrate-N, Nitrite-N; **SM4500NO3-F**: Nitrate-N, Nitrite-N; **SM4500F-C, SM4500CN-CE, EPA 180.1, SM2130B, SM4500Cl-D, SM2320B, SM2540C, SM4500H-B, SM4500NO2-B**
EPA 524.2: THMs and VOCs; **EPA 504.1:** EDB, DBCP.
Microbiology: **SM9215B; SM9223-P/A, SM9223B-Colilert-QT,SM9222D**.

Non-Potable Water
SM4500H,B, EPA 120.1, SM2510B, SM2540C, SM2320B, SM4500CL-E, SM4500F-BC, SM4500NH3-BH: Ammonia-N and Kjeldahl-N, **EPA 350.1**: Ammonia-N, **LACHAT 10-107-06-1-B**: Ammonia-N, **EPA 351.1, SM4500NO3-F, EPA 353.2**: Nitrate-N, **SM4500P-E, SM4500P-B, E, SM4500SO4-E, SM5220D, EPA 410.4, SM5210B, SM5310C, SM4500CL-D, EPA 1664, EPA 420.1, SM4500-CN-CE, SM2540D, EPA 300: Chloride, Sulfate, Nitrate.**
EPA 624.1: Volatile Halocarbons & Aromatics,
EPA 608.3: Chlordane, Toxaphene, Aldrin, alpha-BHC, beta-BHC, gamma-BHC, delta-BHC, Dieldrin, DDD, DDE, DDT, Endosulfan I, Endosulfan II, Endosulfan sulfate, Endrin, Endrin Aldehyde, Heptachlor, Heptachlor Epoxide, PCBs
EPA 625.1: SVOC (Acid/Base/Neutral Extractables).
Microbiology: **SM9223B-Colilert-QT; Enterolert-QT, SM9221E, EPA 1600, EPA 1603, SM9222D.**

Mansfield Facility:

Drinking Water
EPA 200.7: Al, Ba, Cd, Cr, Cu, Fe, Mn, Ni, Na, Ag, Ca, Zn. **EPA 200.8:** Al, Sb, As, Ba, Be, Cd, Cr, Cu, Pb, Mn, Ni, Se, Ag, TL, Zn. **EPA 245.1** Hg.
EPA 522, EPA 537.1.

Non-Potable Water
EPA 200.7: Al, Sb, As, Be, Cd, Ca, Cr, Co, Cu, Fe, Pb, Mg, Mn, Mo, Ni, K, Se, Ag, Na, Sr, TL, Ti, V, Zn.
EPA 200.8: Al, Sb, As, Be, Cd, Cr, Cu, Fe, Pb, Mn, Ni, K, Se, Ag, Na, TL, Zn.
EPA 245.1 Hg.
SM2340B

For a complete listing of analytes and methods, please contact your Alpha Project Manager.

APPENDIX D

SUMMARY TABLES

KEY FOR SUMMARY TABLES

Acronyms for the Known or Assumed ACM:

CFT = Ceramic Floor Tile
CWT = Ceramic Wall Tile
EPDM = Ethylene Propylene Diene Monomer
HVAC = Heating, Ventilation, and Air Conditioning
TSI = Thermal System Insulation

Abbreviations for Friable/ACM Type:

Y = Yes N= No M = Miscellaneous S = Surfacing T = Thermal System Insulation

Descriptions for Conditions:

The listed conditions of Good, Fair, and Poor generally correspond with the AHERA descriptions of Good, Damaged, and Significantly Damaged for different types of materials. The following summarizes additional details relative to the listed conditions.

Surfacing (Surf.) and Miscellaneous (Misc.) Materials

- Good: Material with no visible damage or deterioration, or showing only very limited damage or deterioration
- Fair: Material with characteristics of surface crumbling, blistered, water-stained, gouged, marred, or otherwise abraded over less than one tenth of the surface if the damage is evenly distributed or one quarter if the damage is localized.
- Poor: Material with one or more of the following characteristics:
  - Surface crumbling or blistering is present over at least one tenth of the surface, if the damage is evenly distributed or one quarter if the damage is localized.
  - One tenth (or one quarter, if localized) of material hanging from the surface, deteriorated, or showing adhesive failure.
  - Water stains, gouges, or mars over at least one tenth of the surface if the damage is evenly distributed or one quarter if the damage is localized.

Thermal System Insulation (TSI) Materials

- Good: Material with no visible damage or deterioration, or showing only very limited damage or deterioration
- Fair: Material with one or more of the following characteristics:
  - A few water stains or less than one tenth of insulation with missing jackets.
  - Crushed insulation or water stains, gouges, punctures, or mars on up to one tenth of the insulation if the damage is evenly distributed or up to one quarter if the damage is localized.
- Poor: Material with one or more of the following characteristics:
  - Missing jackets on at least one tenth of the piping or equipment.
  - Crushed or heavily gouged or punctured insulation on at least one tenth of the component (pipe runs/risers, boiler, tank, duct, etc.) if the damage is evenly distributed or one quarter if the damage is localized.

Notes:

[1] Sample Location Plan is enclosed in Appendix B.

[2a] NAD = No Asbestos Detected/ [2b] ND = Not detected above the laboratory method detection limit.

[3] Quantities and locations are approximate and must be verified by asbestos abatement contractors prior to providing actual cost quotations and/or initiating abatement activities.

[4] NA = Not Applicable

Table D-I

Summary of Suspect ACM and Analytical Results

Material	General Location[1]	Friable/ ACM Type	% Asbestos[2A]	Condition	Sample Numbers	Estimated Quantity[3, 4]
Black Pipe TSI Jacket on Brown Fiberglass	**North Side of Bridge**	**Y / T**	**7.4**	**Fair**	**UT5614AI01A UT5614AI01B UT5614AI01C**	**100 Linear Feet**
Black Tar Associated with Black Pipe TSI Jacket	North Side of Bridge	Y / T	NAD	Fair	UT5614AI02A UT5614AI02B UT5614AI02C	NA
Red Paint Associated with I-Beams	Bottom of Bridge	N /M	Trace	Fair	UT5614AI03A UT5614AI03B	3,000 Square Feet
Gray Paint Associated with Guard Rails and Railings	Bridge	N /M	NAD	Fair	UT5614AI04A UT5614AI04B	NA
Black Abutment Pad Coating	Bridge Abutment	N /M	NAD	Fair	UT5614AI05A UT5614AI05B	NA

Table D-II

Summary of Suspect Lead-Containing Materials and Analytical Results

Surface Color / Material Description	General Location [1]	Sample Number	Laboratory Results [2b] (mg/kg Lead)
Red Paint	I-Beams	UT5614LI03	19,000
Gay Paint	Guard Rails and Railing	UT5614LI04	44,200

Table D-III

Summary of Suspect Cyanide and Analytical Results

Material Description/ Surface Color	General Location [1]	Sample Numbers	Laboratory Results (mg/kg Cyanide)
Red Paint	I-Beams	UT5614LI03	0.32
Gray Paint	Guard Rails and Railing	UT5614LI04	0.61

Geotechnical Evaluation Report

Old Poland Road Bridge Replacement
Town of Trenton, NY

Prepared For:

C&S Engineers, Inc.

499 Col. Eileen Collins Blvd.

Syracuse, NY 13212

Kenney Geotechnical Services

Prepared by:

Kenney Geotechnical Engineering Services PLLC

JULY 13, 2023

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INTRODUCTION

This report presents the results of the geotechnical investigation performed for the proposed replacement of the Old Poland Road Bridge crossing Cincinnati Creek in Barneveld, Town of Trenton, New York. This geotechnical report presents the data developed during the subsurface investigation and provides analysis and recommendations for the proposed construction.

No environmental services are included in this study. No conclusions have been drawn regarding environmental conditions of the site, potential contaminants, potential special treatment or disposal of site materials, or other environmental considerations.

AUTHORIZATION

Our services for this project were authorized by John R. Freeman, P.E., Bridge Department Manager. of C & S Companies, Inc. (C&S). The scope of services was developed by C & S.

PROJECT DESCRIPTION

The proposed replacement consists of the removal and replacement of the existing bridge. It is our understanding that the new bridge will be constructed with reinforced concrete integral abutments. We also understand that a permanent steel sheetpile wall may also be necessary on the western abutment due to space constraints.

DESIGN CRITERIA

The following ASTM Standards were utilized during this study:

- ASTM D1586 "Penetration Test and Split-Barrel Sampling of Soils"
- ASTM D2487 "Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)"
- ASTM D2113 "Standard Practice for Rock Core Drilling and Sampling of Rock for Site Exploration"
- ASTM D5434 "Standard Guide for Field Logging of Subsurface Exploration of Soil and Rock"

C&S provided the following drawings illustrating boring locations and general site features:

- "Location Map"
- "Boring Location Sketch"

Loading information for the proposed bridge was not available at the time of this report. Local geotechnical practice was considered during the performance of this study.

SITE CONDITIONS

The site lies within the Mohawk Lowlands physiographic province. Major topographic and geologic features in this area were formed during the last glacial advance and retreat, which ended approximately 12,000 years ago. Regional surficial geologic mapping suggests that soils in the site vicinity generally consist of recent alluvium and kame deposits. Bedrock mapping suggests that Trenton limestone underlies soil in the area.

FIELD STUDY

The subsurface investigation for this project included four test borings (designated as B-1 through B-4). Test borings B-1 and B-2 were performed on the west side of the bridge, and B-3 and B-4 were on the east side. The test borings were performed from May 18, 2023 to May 25, 2023 using a truck-mounted Geoprobe 3100GT drill rig equipped with an automatic sampling hammer. Wet rotary techniques were utilized to advance borings to rock. Rock coring was performed at location B-2 and B-4 with an NX-double tube core barrel equipped with a diamond cutting head. Two, five-foot long rock core runs were advanced into bedrock on each side of the bridge.

Standard penetration testing (ASTM D1586) was performed to obtain soil samples. Rock core drilling (ASTM D2113) was performed to obtain bedrock samples. Boring locations were selected by C & S.

Soil samples obtained during the subsurface investigation were classified by a Geotechnical Engineer using the Unified Soil Classification System. Boring logs documenting the subsurface conditions encountered are attached. The boring logs and related information depict subsurface conditions only at the specific locations and times indicated. Subsurface conditions and water levels at other locations may differ from conditions at the locations where sampling was conducted. The passage of time also may result in changes in the conditions interpreted to exist at the locations where sampling was performed.

LABORATORY TESTING

Laboratory testing performed for this project included Natural Moisture Content Testing (ASTM D-2216), Specific Gravity Determination (ASTM D-854), Atterberg Limits (ASTM D-4318), Unconfined Compressive Strength of Soil (ASTM D2166), Unconfined Compressive Strength of Rock Core (ASTM D7012), and Particle Size

Analysis (ASTM D-422). Testing was performed in Kenney Geotechnical Services laboratory. Test results are attached to this report.

SUBSURFACE CONDITIONS ENCOUNTERED

The following interpretation of subsurface conditions is based on our review of the recovered samples, the boring logs, drilling observations, laboratory testing results, and our professional experience.

In general the following subsurface conditions were encountered at the investigation locations:

- Loose granular soil with medium stiff to stiff silty clay layers to a depth of approximately 28 feet below existing pavement surface, overlying
- Dense sand and gravel with layers of very stiff to hard silt clay and occasional large boulders from a depth of approximately 28 feet to limestone bedrock that was encountered at depths ranging from 48 feet to 64 feet.

The following table summarizes the limestone encountered parameters obtained during the subsurface investigation:

Location	Top of Core Run (feet)	Recovery (%)	RQD	Unconfined Compressive Strength (psi)
B-2	56.7	100	91.7	12280
B-2	61.7	100	93.3	
B-4	63.6	75	50.4	9240
B-4	68.6	100	93.3	

Drilling fluid was utilized to stabilize the borehole, and water was used to core bedrock, so groundwater measurements within the casing and augers were not representative of subsurface conditions. However, samples recovered from a depth of approximately 12 feet were wet and the groundwater surface is estimated to be at that depth.

The variation in depth to groundwater appears to be controlled by the difference in rock elevation. The groundwater table will vary with the seasons and changes in precipitation patterns and may be higher during the wetter seasons. No long term groundwater data was generated during this study and the range of possible groundwater elevation is unknown.

RECOMMENDATIONS AND CONCLUSIONS

A. Foundation Analysis

The subsurface conditions encountered indicate that deep foundations will be necessary to support the bridge. Typically steel H-piles are utilized for integral abutments. Integral abutments have strict alignment tolerances for foundations. New York State DOT requires a minimum prebored hole depth of 8 feet for integral abutment piles.

We understand that scour considerations will necessitate having the piles bear on the limestone bedrock encountered 48 feet to 64 feet below the existing pavement surface. Installing the pile tip on bedrock will require penetration though large boulders and over 20 feet of very dense/hard soil above the bedrock surface.

A pre-bored hole will be necessary for the H-piles. Given that groundwater was encountered at a depth of approximately 12 feet, casing will also be necessary to maintain an open hole. Also, a down hole hammer or coring will be necessary to advance the hole past boulders.

Given these factors, it is suggested that a "stabbed pile" foundation consisting of a W12x190 pile in a 24" diameter pre-drilled hole backfilled with concrete is utilized. The steel portion of the pile would extend from the bedrock surface into the abutment. The concrete portion of pile would extend from bedrock to just above the water table (say 10 feet below pavement) which should provide sufficient flexure for alignment purposes. The 24" diameter was selected to provide ample space for pile alignment during insertion and can potentially be reduced if a smaller diameter shaft, perhaps 18" diameter, is considered constructable.

The geotechnical capacity of the pile will be derived from the end bearing developed by the W 12 x 190 section.

Estimated geotechnical foundation parameters are as follows:

Stratum	Total Unit Weight (pcf)	ϕ (degrees)	c (psf)	Ultimate qp (tsf)	Ultimate qs (tsf)	Tip Resistance Factor	Shaft Resistance Factor
Loose Soil 0-30'	120	32	0	n/a	n/a	n/a	n/a
Dense Soil 30'- Bedrock	135	45	0	n/a	1.5	n/a	0.5
Limestone	155			20	11.4*	0.5	0.65

*Assumes concrete in drilled shaft has minimum f'c = 4000 psi

We estimate that the stabbed pile bearing on limestone bedrock will develop an ultimate geotechnical resistance of approximately 500 kips. Assuming load testing is performed, a service capacity of 250 kips is estimated. A higher capacity can be achieved by socketing the pile into bedrock, if necessary.

Plumbness of the pile should be maintained within 1% of the total pile length. A qualified individual should observe all pile installations and prepare a report summarizing the installation process.

B. Lateral Earth Pressures

Design of subsurface walls subjected to lateral earth pressure must consider the type of wall, degree of restraint against wall rotation, and other factors. The following lateral earth pressure parameters of an approved imported granular fill are recommended for this project.

Item	Value	Units	Notes
Unit Weight (Off-site soil):	140	pcf	Will vary with compaction effort.
Drained Equivalent Fluid Pressure	46	psf/ft	Assumes horizontal backfill
Undrained Equivalent Fluid Pressure	110	psf/ft	Assumes horizontal backfill
Equipment Surcharge Pressure	420	psf/ft	Assumes 10-ton smoothdrum roller
Dynamic Equivalent Fluid Pressure	see	note	Increase static EFP by 20%

The following lateral earth pressure parameters are estimated for on-site soil and assumes a level backfill:

Stratum	Total Unit Weight (pcf)	ϕ (degrees)	c (psf)	Ka	Ko	Kp	Sliding Resistance Factor	Wall Friction (degrees)
Loose Soil 0-30'	120	32	0	0.33	0.47	3	0.4	16
Dense Soil 30'- Bedrock	135	45	0	0.167	0.293	6	0.4	22.5

It is recommended that drainage is provided for all walls to reduce hydrostatic wall loading and possible frost action. Backfill against any walls should consist of a relatively well-graded free-draining granular material having no more than 10% passing the No. 200 sieve. The granular backfill zone behind walls should be at least one foot wide as measured horizontally from the face of the wall. Backfill against walls should be placed in loose lifts no greater than 6 inches in thickness. A nonwoven geotextile filter should be placed between the granular backfill and insitu soil to prevent the migration of fine grained soil.

C. Temporary Excavations

We anticipate that temporary excavations in the fill can be open cut. Temporary excavation slopes must be evaluated by the Contractor's on-site Responsible Person. We anticipate on-site soil will be classified as Type C. Type C materials must be graded to slopes no greater than 1.5:1 (horizontal to vertical). The Contractors on-site Responsible Person should periodically review excavations for signs of movement or distress. Excavation sidewalls should be periodically raked to remove loose particles.

D. Earthwork

Earthwork must be performed using methods that will result in a stable excavations and fills. Typical temporary earthwork measures such as temporary drainage swales, stabilized haul roads, and the use of protective layers of crushed stone can be employed at this site. Additional recommendations are as follows:

- Utilize structural fill to raise site grades to the desired elevation. Structural fill should consist of imported granular material conforming to NYSDOT Subbase Course (2'' minus) or approved equal. Existing on-site soil can potentially be re-used as fill in non-structural areas.
- On-site soils near the ground surface have a significant silt content and will be frost-susceptible. The moisture content of on-site soils must be carefully managed during earthwork. On site soils will lose strength if saturated, disturbed by over-excavation, or if subject to freeze-thaw cycles.
- Field moisture contents for structural fill should be maintained within 2 percentage points of the optimum moisture content established by

laboratory testing to provide adequate compaction. All fill should be placed in level lifts having a loose thickness no greater than 12 inches and should be compacted with vibratory rollers to at least the following minimum percentages of the Modified Proctor (ASTM D-1557) maximum dry density:

- Below foundation: 95%
- Beneath slab-on-grade or pavements: 95%
- Utility trench backfill: 95%
- Beneath landscape areas: 90%

Bulk samples of proposed structural fill materials should be delivered to our testing laboratory at least two weeks prior to the initiation of earthwork. In-place density testing should be performed at a frequency of one test per 500 square feet per lift in open areas and one test per 25 feet per lift in trenches.

- If the structure is to be constructed during the winter months adequate frost cover and protection must be provided. Earthwork cannot be performed with frozen material.
- Permanent slopes should be graded no steeper than 3 horizontal: 1 vertical unless an earth retention system is provided.

In utility trenches, or other confined areas, small compaction equipment may be necessary such as a vibratory plate, jumping jack or walk-behind vibratory roller. In-place density testing should be performed at a frequency of one test per 25 feet per lift in trenches. Utility trench fill should be placed in level lifts no greater than 8 inches in thickness and should be compacted to at least 95% the Modified Proctor (ASTM D-1557) maximum dry density. Structural fill should consist of imported granular material such as NYSDOT Subbase (2'' minus) or approved equal. Adequate frost cover and protection must be provided during winter weather construction. Earthwork cannot be performed with frozen material.

E. Groundwater Seepage and Management

Groundwater encountered at a depth of 12 feet during the subsurface investigation. Site soils are permeable and dewatering with wellpoints will be necessary if

excavations extend below this depth. All dewatering discharge should be to a temporary dewatering basin constructed consistent with NYDEC construction stormwater and/or dewatering treatment Best Management Practices (BMPs).

LIMITATIONS

The recommendations presented in this report are predicated on the performance of construction observation and testing by qualified geotechnical personnel. We request continued involvement with this project so that we may assess subsurface conditions exposed during construction to determine if modifications to our recommendations are necessary.

REFERENCES

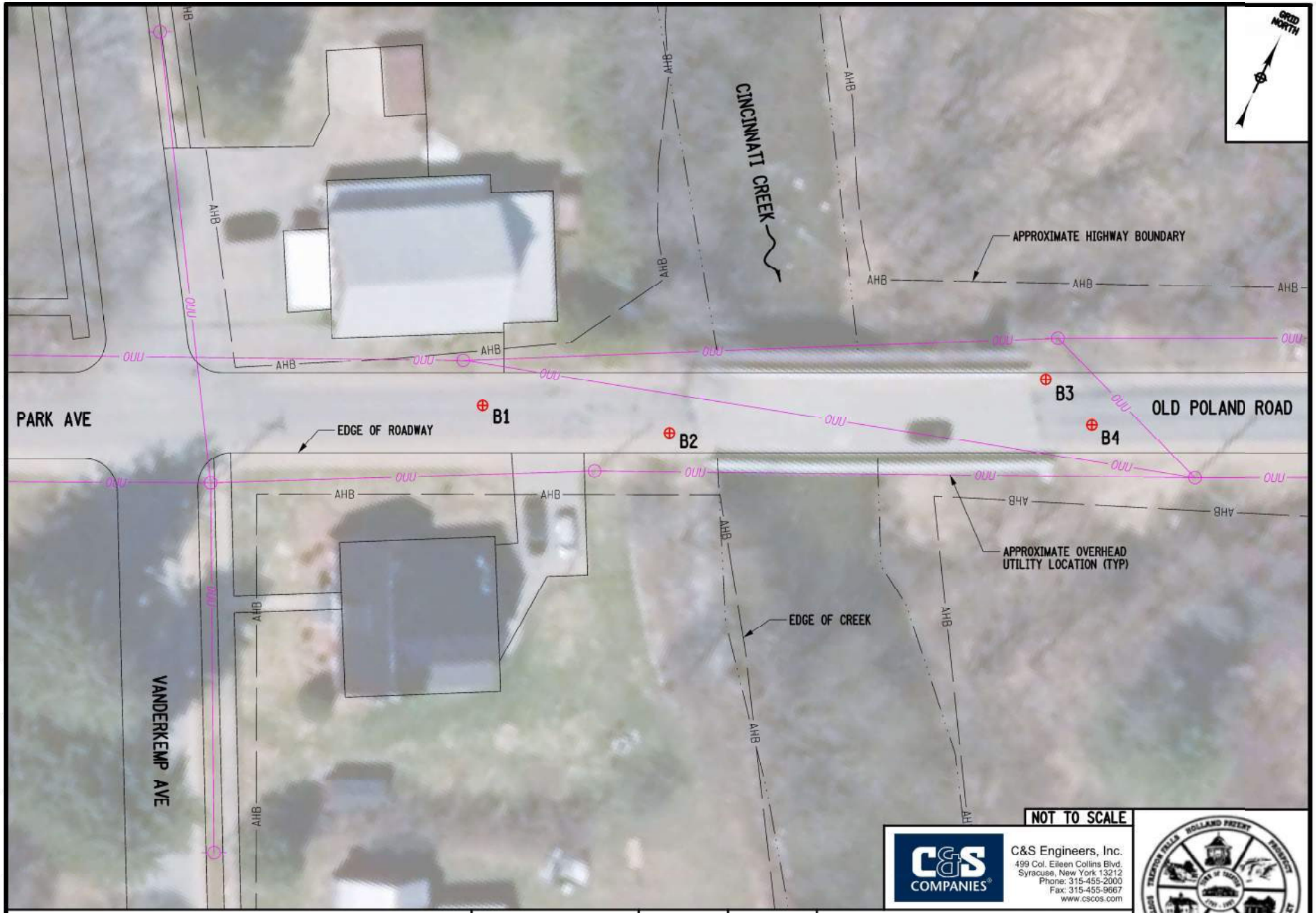
"Surficial Geologic Map of New York – Hudson Mohawk Sheet", New York State Museum, 1986.

"Bedrock Map of New York – Hudson Mohawk Sheet", New York State Museum, 1970.

ATTACHMENTS

Boring Location Map
Boring Log Key
Boring Log Legend
Boring Logs
Laboratory Testing Results

ATTACHMENTS



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REPLACEMENT OF OLD POLAND ROAD BRIDGE OVER CINCINNATI CREEK

TOWN OF TRENTON

COUNTY: ONEIDA REGION: 2

PIN XXXX.XX

BRIDGES 2205960

CULVERTS

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

BORING LOCATION SKETCH

CONTRACT NUMBER

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 AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

DESIGN SUPERVISOR ___ JOB MANAGER ___ DESIGN ___ CHECK ___ DRAFTING ___ CHECK ___ PROJECT MANAGER ___

FILE NAME = F:\Project\X01 - Trenton, Town of\X01002001 - Old Poland Road Bridge\Design\Technical\Preliminary\Geotechnical\Boring Locations.dgn
DATE/TIME = 2/1/2022
USER = boata.do

Kenney Geotechnical Services

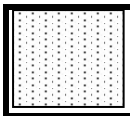
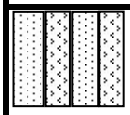
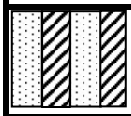
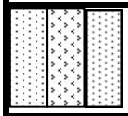
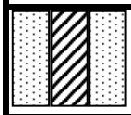
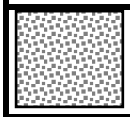
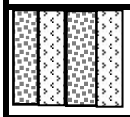
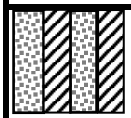
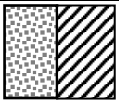
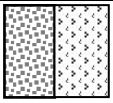
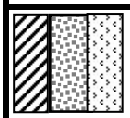
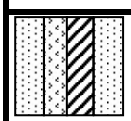
Key to Symbols

Project Name:	Old Poland Road over Cincinnati Creek
Client:	C&S Companies

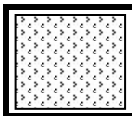
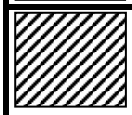
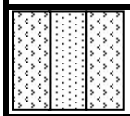
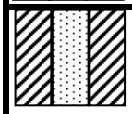
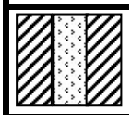
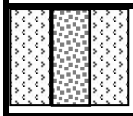
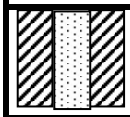
Project Number:	2023-021
Location:	Town of Trenton, NY

LITHOLOGIC SYMBOLS
(UNIFIED SOIL CLASSIFICATION SYSTEM)

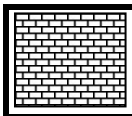
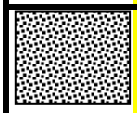
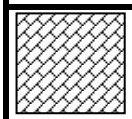
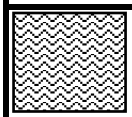
Coarse Grained Soils

	SP/SW: POORLY GRADED/WELL-GRADED SAND
	SP-SM/SW-SM: POORLY/WELL GRADED SAND WITH SILT
	SP-SC/SW-SC: POORLY/WELL GRADED SAND WITH CLAY
	SM: SILTY SAND
	SC: CLAYEY SAND
	GP/GW: POORLY GRADED/WELL GRADED GRAVEL
	GP-GM/GW-GM: POORLY GRADED/WELL-GRADED GRAVEL WITH SILT
	GP-GC OR GW-GC: POORLY GRADED/WELL-GRADED GRAVEL WITH CLAY
	GC: CLAYEY GRAVEL
	GM: SILTY GRAVEL
	GC/GM: SILTY CLAYEY GRAVEL
	SC-SM: SILTY CLAYEY SAND

Fine Grained Soils

	ML: SILT
	CL: LEAN CLAY
	MLS: SANDY SILT
	CLS: SANDY CLAY
	CL-ML: SILTY CLAY
	MLG: GRAVELLY SILT
	CLG: GRAVELLY CLAY

Other

	BEDROCK (ANY TYPE)
	TILL: GLACIAL TILL
	FILL/OL
	MARL
	PEAT

Project: Old Poland Road over Cincinnati Creek
Project Location: Town of Trenton, NY
Project Number: 2023-021

Key to Soil Symbols and Terms

TERMS DESCRIBING CONSISTENCY OR CONDITION

COARSE-GRAINED SOILS (major portions retained on No. 200 sieve): includes (1) clean gravel and sands and (2) silty or clayey gravels and sands. Condition is rated according to relative density as determined by laboratory tests or standard penetration resistance tests.

Descriptive Terms	Relative Density	SPT Blow Count
Very loose	0 to 15 %	< 4
Loose	15 to 35 %	4 to 10
Medium dense	35 to 65 %	10 to 30
Dense	65 to 85 %	30 to 50
Very dense	85 to 100 %	> 50

FINE-GRAINED SOILS (major portions passing on No. 200 sieve): includes (1) inorganic and organic silts and clays, (2) gravelly, sandy, or silty clays, and (3) clayey silts. Consistency is rated according to shearing strength, as indicated by penetrometer readings, SPT blow count, or unconfined compression tests.

Descriptive Terms	Unconfined Compressive Strength kPa	SPT Blow Count
Very soft	< 25	< 2
Soft	25 to 50	2 to 4
Medium stiff	50 to 100	4 to 8
Stiff	100 to 200	8 to 15
Very stiff	200 to 400	15 to 30
Hard	> 400	> 30

GENERAL NOTES

1. Classifications are based on the United Soil Classification System and include consistency, moisture, and color. Field descriptions have been modified to reflect results of laboratory tests where deemed appropriate.

2. Surface elevations are based on topographic maps and estimated locations.

3. Descriptions on these boring logs apply only at the specific boring locations and at the time the borings were made. They are not guaranteed to be representative of subsurface conditions at other locations or times.

Major Divisions			Group Symbols	Typical Names	Laboratory Classification Criteria
Coarse-Grained soils (More than half the material is larger than No. 200 sieve size)	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)	Clean gravel (Little or no fines)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	Determine percentages of sand and gravel from grain size curve, Depending on percentage of fines (fraction smaller than No. 200 sieve) coarse-grained soils are classified as follows: Less than 5 percent..... GW, GP, SW, SP; More than 12 percent..... GM, GC, SM, SC; 6 to 12 percent..... Borderline case4s requiring dual symbols**
			GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines	
		Gravel with fines (Appreciable amount of fines)	GM* d / u	Silty gravels, gravel-sand-silt mixtures	
			GC	Clayey gravels, gravel-sand-silt mixtures	
	Sands (More than half of coarse fraction is smaller than No. 4 sieve size)	Clean sands (Little or no fines)	SW	Well-graded sands, gravelly sands, little or no fines	
			SP	Poorly-graded sands, gravelly sands, little or no fines	
		Sands with fines (Appreciable amount of fines)	SM* d / u	Silty sands, sand-silt mixtures	
			SC	Clayey sands, sand-clay mixtures	
Fine-Grained soils (More than half the material is smaller than No. 200 sieve size)	Silts and Clays (Liquid limit less than 60)		ML	Inorganic silts and very fine sands, rock floor, silty or clayey fine sands or clayey silts with slight plasticity	
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays	
			OL	Organic silts and organic silty clays of low plasticity	
	Silts and Clays (Liquid limit greater than 60)		MH	Inorganic silts, micaceous or disto-maceous fine sandy or silty soils, organic silts	
			CH	Inorganic clays of high plasticity, fat clays	
			OH	Organic clays of medium to high plasticity, organic silts	
	Highly Organic Soils		Pt	Peat and other highly organic soils	

Laboratory Classification Criteria

$C_U = \frac{D_{60}}{D_{10}}$ greater than 4; $C_C = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3

Not meeting all gradation requirements for GW

Atterberg limits below "A" line or P.I. less than 4 — Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

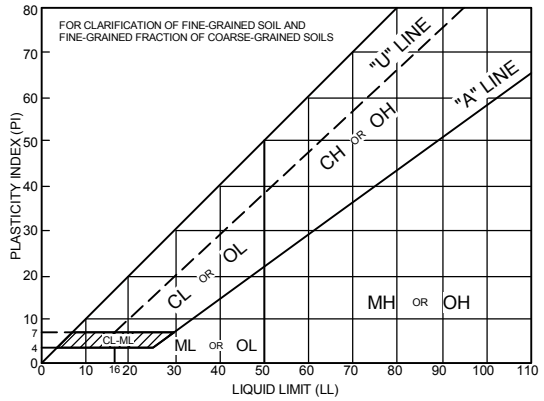
Atterberg limits above "A" line or P.I. greater than 7

$C_U = \frac{D_{60}}{D_{10}}$ greater than 6; $C_C = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3

Not meeting all gradation requirements for SW

Atterberg limits below "A" line or P.I. less than 4 — Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

Atterberg limits above "A" line or P.I. greater than 7



Plasticity Chart

Material	Particle Size mm	Particle Size Sieve
Gravel	4.76 to 19.1	#4 to 3/4 in.
Fine		
Coarse	19.1 to 76.2	3/4 in. to 3 in.
Cobble	76.2 to 304.8	3 in. to 12 in.
Boulders	304.8 to 914.4	12 in. to 36 in.

Material	Particle Size mm	Particle Size Sieve sizes
Silt or clay	< 0.074	< #200
Sand		
Fine	0.074 to 0.42	#200 to #40
Medium	0.42 to 2.00	#40 to #10
Coarse	2.00 to 4.76	#10 to #4

* Division of GM and SM groups into subdivisions of d and u are for roads and airfields only. Subdivision is based on Atterberg Limits: suffix d used when L.L. is 23 or less and the P.I. is 6 or less; the suffix is used when L.L. is greater than 26.

** Borderline classifications used for soils possessing characteristics of two groups are designated by combinations of groups symbols. For example; GW-GC, well-graded gravel-sand mixture with clay binder.

Kenney Geotechnical Services

Geotechnical Boring Log

Project Name:	Old Poland Road	**Project Number:**	2023-021	**Logged By:**	NM	**Boring Number**	B-1
Client:	C&S Companies	**Ground Elevation:**		**Checked By:**	CMK	**Sheet:**	1 OF 3
Location:	Trenton, NY	**Drill Rig:**	3100 GT	**Depth To Groundwater While Drilling:**			DFA
Started:	5/18/2023	**Drill Method:**	3.25 HSA	**Depth To Groundwater Before Auger Removal:**			DFA
Completed:	5/18/2023	**Driller:**	D. Green	**Depth To Groundwater After Auger Removal:**			DFA

Depth (ft)	Sample Type	Recovery (inch)	Blow Count Per 6 inches	Graphic Log	N (bpf)	USCS Material Description	Strata Change Depth (ft.)	Pocket Penet. (tsf)	Moisture Content (%)
						ASPHALT	0.5		
1	SPT	5	30		60	**(GW) VERY DENSE, BROWN WELL-GRADED GRAVEL WITH SAND, MOIST**			
			30						
2			24				2.0		
	SPT	12	6		17	**(CL-ML) VERY STIFF, BROWN SANDY SILTY CLAY, MOIST**			
3			7						
			10						
4			13				4.0		
	SPT	7	5		24	**(SM) MEDIUM DENSE, BROWN SILTY SAND WITH GRAVEL, MOIST**			
5			10						
			14						
6			16				6.0		
	SPT	6	6		14	**(GW) MEDIUM DENSE, GREY/BROWN WELL-GRADED GRAVEL WITH SAND, MOIST COBBLES AND BOULDERS OBSERVED**			
7			6						
			8						
8			5				8.0		
	SPT	0	45		100	**NO RECOVERY**			
9			50/.1						
10							10.0		
	SPT	4	4		32	**(GW) DENSE, GREY/BROWN WELL-GRADED GRAVEL WITH SAND, MOIST**			
11			6						
			26						
12			28				12.0		
	SPT	5	28		54	**SIMILAR SOIL, VERY DENSE, WET**			
13			22						
			32						
14			36						
	SPT	7	30		50	**SIMILAR SOIL, DENSE, WET**			
15			20						
			30						
16			32						
17									
18									
	SPT	14	18		44	**SIMILAR SOIL, DENSE, WET**			
19			20						
			24						
20			15						

(CONTINUED ONTO NEXT SHEET)

Kenney Geotechnical Services

Geotechnical Boring Log

Project Name:	Old Poland Road	Project Number:	2023-021	Logged By:	NM	Boring Number	B-1
Client:	C&S Companies	Ground Elevation:		Checked By:	CMK	Sheet:	2 OF 3
Location:	Trenton, NY	Drill Rig:	3100 GT	Depth To Groundwater While Drilling:			DFA
Started:	5/18/2023	Drill Method:	3.25 HSA	Depth To Groundwater Before Auger Removal:			DFA
Completed:	5/18/2023	Driller:	D. Green	Depth To Groundwater After Auger Removal:			DFA

Depth (ft)	Sample Type	Recovery (inch)	Blow Count Per 6 inches	Graphic Log	N (bpf)	USCS Material Description	Strata Change Depth (ft.)	Pocket Penet. (tsf)	Moisture Content (%)
21									
22									
23							23.0		
	SPT	16	40		84	**(GW) VERY DENSE, GREY WELL-GRADED GRAVEL WITH SAND AND SILT, WET**			
24			43						
			41						
25			46						
26									
27									
28							28.0		
	SPT	10	28		90	**GLACIAL TILL: (MLG) HARD, GREY GRAVELLY SILT WITH SAND, WET**			
29			40						
			50						
30			50/.4						
31									
32									
33									
	SPT	11	24		45	**SIMILAR SOIL, HARD, WET**			
34			30						
			15						
35			40						
36									
37									
38									
	SPT	5	47		100				
39			50/.4			**SIMILAR SOIL, HARD, WET**			
						(CONTINUED ONTO NEXT SHEET)			
40									

Kenney Geotechnical Services

Geotechnical Boring Log

Project Name:	Old Poland Road	Project Number:	2023-021	Logged By:	NM	Boring Number	B-1
Client:	C&S Companies	Ground Elevation:		Checked By:	CMK	Sheet:	3 OF 3
Location:	Trenton, NY	Drill Rig:	3100 GT	Depth To Groundwater While Drilling:			DFA
Started:	5/18/2023	Drill Method:	3.25 HSA	Depth To Groundwater Before Auger Removal:			DFA
Completed:	5/18/2023	Driller:	D. Green	Depth To Groundwater After Auger Removal:			DFA

Depth (ft)	Sample Type	Recovery (inch)	Blow Count Per 6 inches	Graphic Log	N (bpf)	USCS Material Description	Strata Change Depth (ft.)	Pocket Penet. (tsf)	Moisture Content (%)
41									
42									
43									
	SPT	2	50/.2		100	**SIMILAR SOIL, HARD, WET**			
44									
45									
46									
47									
48							48.0		
	SPT	2	48		100	**GREY TRENTON GROUP LIMESTONE**			
49			50/.1						
50									
51									
51.9	SPT	2	50/.3		100	**SIMILAR ROCK, AUGER REFUSAL AT 52.9 FT**			

Bottom of Boring: 53.2 FT | Cave Depth: 14.3 FT

Kenney Geotechnical Services

Geotechnical Boring Log

Project Name:	Old Poland Road	Project Number:	2023-021	Logged By:	NM	Boring Number	B-2
Client:	C&S Companies	Ground Elevation:		Checked By:	CMK	Sheet:	1 OF 4
Location:	Trenton, NY	Drill Rig:	3100 GT	Depth To Groundwater While Drilling:			DFA
Started:	5/22/2023	Drill Method:	3.25 HSA	Depth To Groundwater Before Auger Removal:			DFA
Completed:	5/22/2023	Driller:	D. Green	Depth To Groundwater After Auger Removal:			DFA

Depth (ft)	Sample Type	Recovery (inch)	Blow Count Per 6 inches	Graphic Log	N (bpf)	USCS Material Description	Strata Change Depth (ft.)	Pocket Penet. (tsf)	Moisture Content (%)
	SPT	11	14 15 10		29	**ASPHALT**	0.5		
1 2						**FILL: (GW) MEDIUM DENSE, GREY WELL-GRADED GRAVEL WITH SAND, MOIST**	1.0		
	SPT	8	11 10 6 6		16	**FILL: (SM) MEDIUM DENSE, BROWN SILTY SAND WITH GRAVEL, MOIST** **COBBLES AND BOULDERS OBSERVED WHILE DRILLING**			
3 4									
	SPT	4	2 3 6 5		9	**SIMILAR SOIL, LOOSE, MOIST**	6.0		
5 6									
	SPT	7	3 5 4 5		9	**FILL: (GM) LOOSE, BROWN SILTY GRAVEL WITH SAND, MOIST**	8.0		
7 8									
	SPT	2	3 6 6 7		12	**FILL: (SC-SM) MEDIUM DENSE, GREY/BROWN SILTY CLAYEY SAND WITH GRAVEL, MOIST**	10.0		
9 10									
	SPT	11	5 6 6 9		12	**FILL: (SC-SM) MEDIUM DENSE, GREY/BROWN SILTY CLAYEY SAND WITH GRAVEL AND BRICK, MOIST**	12.0		
11 12									
	SPT	6	4 6 7 11		13	**OL: (SP-SM) MEDIUM DENSE, GREY POORLY GRADED SAND WITH SILT AND GRAVEL AND WOOD, WET**	14.0		
13 14									
	SPT	12	2 4 3 5		7	**(GW) LOOSE, WELL-GRADED GRAVEL WITH SAND, WET**			
15 16									
17 18							18.0		
	SPT	0	3 4 3 5		7	**NO RECOVERY** **(CONTINUED ONTO NEXT SHEET)**	20.0		
19 20									

Kenney Geotechnical Services

Geotechnical Boring Log

Project Name:	Old Poland Road	Project Number:	2023-021	Logged By:	NM	Boring Number	B-2
Client:	C&S Companies	Ground Elevation:		Checked By:	CMK	Sheet:	2 OF 4
Location:	Trenton, NY	Drill Rig:	3100 GT	Depth To Groundwater While Drilling:			DFA
Started:	5/22/2023	Drill Method:	3.25 HSA	Depth To Groundwater Before Auger Removal:			DFA
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Depth (ft)	Sample Type	Recovery (inch)	Blow Count Per 6 inches	Graphic Log	N (bpf)	USCS Material Description	Strata Change Depth (ft.)	Pocket Penet. (tsf)	Moisture Content (%)
21									
22									
23									
24	SPT	20	3 7 5 5		12	(CL-ML) STIFF, GREY SANDY SILTY CLAY, WET			
25									
26									
27									
28							28.0		
29	SPT	19	26 35 36 25		71	(CL-ML) HARD, GRAVELLY SILTY CLAY WITH SAND, WET			
30									
31									
32									
33									
34	SPT	10	14 26 30 30		56	SIMILAR SOIL, HARD, WET			
35									
36									
37									
38							38.0		
39	SPT	11	50 50 48 32		98	(GW) VERY DENSE, GREY WELL-GRADED GRAVEL WITH SAND, WET (CONTINUED ONTO NEXT SHEET)			
40									

Kenney Geotechnical Services

Geotechnical Boring Log

Project Name:	Old Poland Road	**Project Number:**	2023-021	**Logged By:**	NM	**Boring Number**	B-2
Client:	C&S Companies	**Ground Elevation:**		**Checked By:**	CMK	**Sheet:**	3 OF 4
Location:	Trenton, NY	**Drill Rig:**	3100 GT	**Depth To Groundwater While Drilling:**			DFA
Started:	5/22/2023	**Drill Method:**	3.25 HSA	**Depth To Groundwater Before Auger Removal:**			DFA
Completed:	5/22/2023	**Driller:**	D. Green	**Depth To Groundwater After Auger Removal:**			DFA

Depth (ft)	Sample Type	Recovery (inch)	Blow Count Per 6 inches	Graphic Log	N (bpf)	USCS Material Description	Strata Change Depth (ft.)	Pocket Penet. (tsf)	Moisture Content (%)
41									
42									
43							43.0		
44	SPT	10	48 50 50 50/.2		100	**GLACIAL TILL: (MLG) HARD, GREY GRAVELLY SILT WITH SAND, MOIST**			
45									
46									
47									
48									
49	SPT	6	56 50/.3		100	**SIMILAR SOIL, HARD, MOIST**			
50									
51									
52									
53									
	SPT	4	50/.4		100	**SIMILAR SOIL, HARD, MOIST**			
54									
55									
56									
Refer to top Header			Core Rate per foot (min.sec per foot)		RQD (%)	**AUGER REFUSAL AT 56.2 FT - CORING STARTS AT 56.7 FT**	56.2		
57.7	NQ CORE	60	3.00		91.7	**RUN 1: GREY TRENTON GROUP LIMESTONE**			
58.7			3.00			(CONTINUED ONTO NEXT SHEET)			
59.7			3.00						

Kenney Geotechnical Services

Geotechnical Boring Log

Project Name:	Old Poland Road	Project Number:	2023-021	Logged By:	NM	Boring Number	B-2
Client:	C&S Companies	Ground Elevation:		Checked By:	CMK	Sheet:	4 OF 4
Location:	Trenton, NY	Drill Rig:	3100 GT	Depth To Groundwater While Drilling:			DFA
Started:	5/22/2023	Drill Method:	3.25 HSA	Depth To Groundwater Before Auger Removal:			DFA
Completed:	5/22/2023	Driller:	D. Green	Depth To Groundwater After Auger Removal:			DFA

Depth (ft)	Sample Type	Recovery (inch)	Blow Count Per 6 inches	Graphic Log	N (bpf)	USCS Material Description	Strata Change Depth (ft.)	Pocket Penet. (tsf)	Moisture Content (%)
Refer to top Header			Core Rate per foot (min.sec per foot)		RQD (%)				
60.7	ROCK CORE	60	3.00		91.7	**SIMILAR ROCK**			
61.7			3.00						
62.7	ROCK CORE	60	3.00		93.3	**RUN 2: GREY TRENTON GROUP LIMESTONE**			
63.7			3.00						
64.7			3.00						
65.7			3.00						
66.7			3.00						

Bottom of Boring: 66.7 FT | Cave Depth: N/A FT

Kenney Geotechnical Services

Geotechnical Boring Log

Project Name:	Old Poland Road	**Project Number:**	2023-021	**Logged By:**	NM	**Boring Number**	B-3
Client:	C&S Companies	**Ground Elevation:**		**Checked By:**	CMK	**Sheet:**	1 OF 4
Location:	Trenton, NY	**Drill Rig:**	3100 GT	**Depth To Groundwater While Drilling:**			DFA
Started:	5/23/2023	**Drill Method:**	3.25 HSA	**Depth To Groundwater Before Auger Removal:**			DFA
Completed:	5/23/2023	**Driller:**	D. Green	**Depth To Groundwater After Auger Removal:**			DFA

Depth (ft)	Sample Type	Recovery (inch)	Blow Count Per 6 inches	Graphic Log	N (bpf)	USCS Material Description	Strata Change Depth (ft.)	Pocket Penet. (tsf)	Moisture Content (%)
						ASPHALT	0.5		
1	SPT	9	12		25	**(GW) MEDIUM DENSE, GREY/BROWN WELL-GRADED GRAVEL WITH SAND, MOIST**			
			13						
2			11						
	SPT	2	8		10	**SIMILAR SOIL, LOOSE, MOIST**			
3			5			**APPARENT COBBLES OBSERVED WHILE DRILLING AROUND 3 FT**			
			5						
4			7						
	SPT	6	7		13				
5			7			**SIMILAR SOIL, MEDIUM DENSE, MOIST**			
			6						
6			6				6.0		
	SPT	9	18		20	**(SM) MEDIUM DENSE, BROWN SILTY SAND WITH GRAVEL, MOIST**			
7			10						
			10						
8			3				8.0		
	SPT	5	2		3	**(SC-SM) VERY LOOSE, BROWN SILTY CLAYEY SAND WITH GRAVEL, MOIST**			
9			2						
			1						
10			2						
11									
12									
13							13.0		
	SPT	18	8		59	**(SW) VERY DENSE, WELL-GRADED SAND WITH GRAVEL, WET**			
14			27						
			32						
15			40						
16									
17									
						DRILLING FLUID ADDED AT 18 FT			
18							18.0		
	SPT	16	18		70	**(GW) VERY DENSE, BROWN WELL-GRADED GRAVEL WITH SAND, WET**			
19			20						
			50						
20			32			**(CONTINUED ONTO NEXT SHEET)**			

Kenney Geotechnical Services

Geotechnical Boring Log

Project Name:	Old Poland Road	Project Number:	2023-021	Logged By:	NM	Boring Number	B-3
Client:	C&S Companies	Ground Elevation:		Checked By:	CMK	Sheet:	2 OF 4
Location:	Trenton, NY	Drill Rig:	3100 GT	Depth To Groundwater While Drilling:			DFA
Started:	5/23/2023	Drill Method:	3.25 HSA	Depth To Groundwater Before Auger Removal:			DFA
Completed:	5/23/2023	Driller:	D. Green	Depth To Groundwater After Auger Removal:			DFA

Depth (ft)	Sample Type	Recovery (inch)	Blow Count Per 6 inches	Graphic Log	N (bpf)	USCS Material Description	Strata Change Depth (ft.)	Pocket Penet. (tsf)	Moisture Content (%)
21									
22									
23							23.0		
24	SPT	14	12 50 50/.3		100	**(SW) VERY DENSE, BROWN WELL-GRADED SAND WITH GRAVEL, WET**			
Refer to top Header			Core Rate per foot (min.sec per foot)		RQD (%)	**AUGER REFUSAL AT 24.6 FT**	24.6		
25.6	ROCK CORE	12	2.00		0%	**BOULDER**			
26.6			2.00						
27.6			2.00						
28.6			2.00						
29.6			2.00				29.6		
30.6	SPT	18	7 8 11 15		19	**(CL-ML) VERY STIFF, GREY SILTY CLAY, WET**			
32									
33									
34	SPT	12	6 8 10 12		18	**SIMILAR SOIL, VERY STIFF, WET**			
36									
37									
38							38.0		
39	SPT	20	6 8 8 10		16	**(MLS) MEDIUM DENSE, GREY SANDY SILT, WET** (CONTINUED ONTO NEXT SHEET)			

Kenney Geotechnical Services

Geotechnical Boring Log

Project Name:	Old Poland Road	Project Number:	2023-021	Logged By:	NM	Boring Number	B-3
Client:	C&S Companies	Ground Elevation:		Checked By:	CMK	Sheet:	3 OF 4
Location:	Trenton, NY	Drill Rig:	3100 GT	Depth To Groundwater While Drilling:			DFA
Started:	5/23/2023	Drill Method:	3.25 HSA	Depth To Groundwater Before Auger Removal:			DFA
Completed:	5/23/2023	Driller:	D. Green	Depth To Groundwater After Auger Removal:			DFA

Depth (ft)	Sample Type	Recovery (inch)	Blow Count Per 6 inches	Graphic Log	N (bpf)	USCS Material Description	Strata Change Depth (ft.)	Pocket Penet. (tsf)	Moisture Content (%)
41									
42									
43							43.0		
44	SPT	17	12 20 11 10		31	(CL-ML) HARD, GREY SANDY SILTY CLAY WITH GRAVEL, WET		2.0	
45									
46									
47									
48							48.0		
49	SPT	12	48 50 44 44		94	(GW) VERY DENSE, GREY WELL=GRADED GRAVEL WITH SAND AND CLAY, WET TO MOIST			
50									
51									
52									
53									
54	SPT	18	27 40 50/.4		100	SIMILAR SOIL, VERY DENSE, WET TO MOIST			
55									
56									
57									
58									
59	SPT	11	49 50/.3		100	SIMILAR SOIL, VERY DENSE, WET TO MOIST			
	SPT	0	50/.2		100	SIMILAR SOIL, VERY DENSE, WET TO MOIST			
60						(CONTINUED ONTO NEXT SHEET)			

Kenney Geotechnical Services

Geotechnical Boring Log

Project Name:	Old Poland Road	Project Number:	2023-021	Logged By:	NM	Boring Number	B-3
Client:	C&S Companies	Ground Elevation:		Checked By:	CMK	Sheet:	4 OF 4
Location:	Trenton, NY	Drill Rig:	3100 GT	Depth To Groundwater While Drilling:			DFA
Started:	5/23/2023	Drill Method:	3.25 HSA	Depth To Groundwater Before Auger Removal:			DFA
Completed:	5/23/2023	Driller:	D. Green	Depth To Groundwater After Auger Removal:			DFA

Depth (ft)	Sample Type	Recovery (inch)	Blow Count Per 6 inches	Graphic Log	N (bpf)	USCS Material Description	Strata Change Depth (ft.)	Pocket Penet. (tsf)	Moisture Content (%)
Refer to top Header			Core Rate per foot (min.sec per foot)		RQD (%)	AUGER REFUSAL AT 61.75 FT	61.75		
62.75 63.75 64.75	ROCK CORE	8	N/A		N/A	CORE BARREL JAMMED AFTER 8 INCHES OF ADVANCEMENT. BORING TERMINATED ON BEDROCK, CORING WILL BE PERFORMED AT B-4			

Bottom of Boring: 64.75 FT | Cave Depth: N/A FT

Kenney Geotechnical Services

Geotechnical Boring Log

Project Name:	Old Poland Road	Project Number:	2023-021	Logged By:	NM	Boring Number	B-4
Client:	C&S Companies	Ground Elevation:		Checked By:	CMK	Sheet:	1 OF 4
Location:	Trenton, NY	Drill Rig:	3100 GT	Depth To Groundwater While Drilling:			DFA
Started:	5/24/2023	Drill Method:	3.25 HSA	Depth To Groundwater Before Auger Removal:			DFA
Completed:	5/25/2023	Driller:	D. Green	Depth To Groundwater After Auger Removal:			DFA

Depth (ft)	Sample Type	Recovery (inch)	Blow Count Per 6 inches	Graphic Log	N (bpf)	USCS Material Description	Strata Change Depth (ft.)	Pocket Penet. (tsf)	Moisture Content (%)
						ASPHALT/SUBBASE - AUGERED	0.5		
1	SPT	12	20		38	(GW) DENSE, GREY WELL-GRADED GRAVEL WITH SAND, MOIST	0.8		
			18			(SM) DENSE, BROWN SILTY SAND, MOIST			
2			12				2.0		
	SPT	14	6		9	SIMILAR SOIL, LOOSE, MOIST			
3			5						
			4						
4			8				4.0		
	SPT	3	18		12	(GW) MEDIUM DENSE, GREY WELL-GRADED GRAVEL WITH SAND, WET			
5			8						
			4						
6			6						
	SPT	14	14		22	SIMILAR SOIL, MEDIUM DENSE, WET			
7			12				7.0		
			10			(SC-SM) MEDIUM DENSE, BROWN SILTY CLAYEY SAND WITH GRAVEL, MOIST			
8			8				8.0		
	SPT	5	2		4	(GW) VERY LOOSE, GREY/BROWN WELL-GRADED GRAVEL WITH SAND AND SILT, MOIST			
9			1						
			3						
10			8						
						BOULDER ENCOUNTERED AT 11.5 FT, ROLLERBIT AUGER			
11									
12									
13							13.0		
	SPT	9	22		48	SIMILAR SOIL, DENSE MOIST			
14			24						
			24						
15			30						
16									
17									
18							18.0		
	SPT	4	20		42	SIMILAR SOIL, DENSE, WET			
19			25						
			17						
20			21			(CONTINUED ONTO NEXT SHEET)			

Kenney Geotechnical Services

Geotechnical Boring Log

Project Name:	Old Poland Road	Project Number:	2023-021	Logged By:	NM	Boring Number	B-4
Client:	C&S Companies	Ground Elevation:		Checked By:	CMK	Sheet:	2 OF 4
Location:	Trenton, NY	Drill Rig:	3100 GT	Depth To Groundwater While Drilling:			DFA
Started:	5/24/2023	Drill Method:	3.25 HSA	Depth To Groundwater Before Auger Removal:			DFA
Completed:	5/25/2023	Driller:	D. Green	Depth To Groundwater After Auger Removal:			DFA

Depth (ft)	Sample Type	Recovery (inch)	Blow Count Per 6 inches	Graphic Log	N (bpf)	USCS Material Description	Strata Change Depth (ft.)	Pocket Penet. (tsf)	Moisture Content (%)
21									
22									
23							23.0		
24	SPT	17	21 22 28 30		50	**(SW) DENSE, GREY WELL-GRADED SAND WITH GRAVEL, WET**			
25									
26									
27									
28							28.0		
29	SPT	12	17 22 10 10		32	**(GW) DENSE, GREY WELL-GRADED GRAVEL WITH SAND, WET**			
30									
31									
32									
33							33.0		
34	SPT	24	12 10 7 7		17	**(CL-ML) VERY STIFF, GREY SANDY SILTY CLAY, WET TO MOIST**			
35									
36									
37									
38							38.0		
39	SPT	18	4 7 8 8		15	**(MLS) MEDIUM DENSE, GREY SANDY SILT, WET** (CONTINUED ONTO NEXT SHEET)			
40									

Kenney Geotechnical Services

Geotechnical Boring Log

Project Name:	Old Poland Road	Project Number:	2023-021	Logged By:	NM	Boring Number	B-4
Client:	C&S Companies	Ground Elevation:		Checked By:	CMK	Sheet:	3 OF 4
Location:	Trenton, NY	Drill Rig:	3100 GT	Depth To Groundwater While Drilling:			DFA
Started:	5/24/2023	Drill Method:	3.25 HSA	Depth To Groundwater Before Auger Removal:			DFA
Completed:	5/25/2023	Driller:	D. Green	Depth To Groundwater After Auger Removal:			DFA

Depth (ft)	Sample Type	Recovery (inch)	Blow Count Per 6 inches	Graphic Log	N (bpf)	USCS Material Description	Strata Change Depth (ft.)	Pocket Penet. (tsf)	Moisture Content (%)
41									
42									
43									
44	SPT	17	4 4 6		10	SIMILAR SOIL, LOOSE, WET	44.5		
45			14			(SC-SM) LOOSE, GREY SILTY CLAYEY SAND WITH GRAVEL, WET			
46									
47									
48							48.0		
49	SPT	15	24 12 22		34	(GW) DENSE, GREY WELL-GRADED GRAVEL WITH SAND, WET			
50			16						
51									
52									
53									
54	SPT	7	4 16 50/.1		100	SIMILAR SOIL, VERY DENSE, WET			
55									
Refer to top Header			Core Rate per foot (min.sec per foot)		RQD (%)	AUGER REFUSAL AT 55.5 FT	55.5		
56.5	ROCK CORE	0	N/A		0	CORING PERFORMED FROM 55.5 TO 59.5 FT APPARENT BOULDER (GRANITE) AROUND 4 - 4.5 FT INTO CORING VOID/BREAKTHROUGH AT 58.5 FT (CONTINUED ONTO NEXT SHEET)			
57.5									
58.5									
59.5							59.5		

Kenney Geotechnical Services

Geotechnical Boring Log

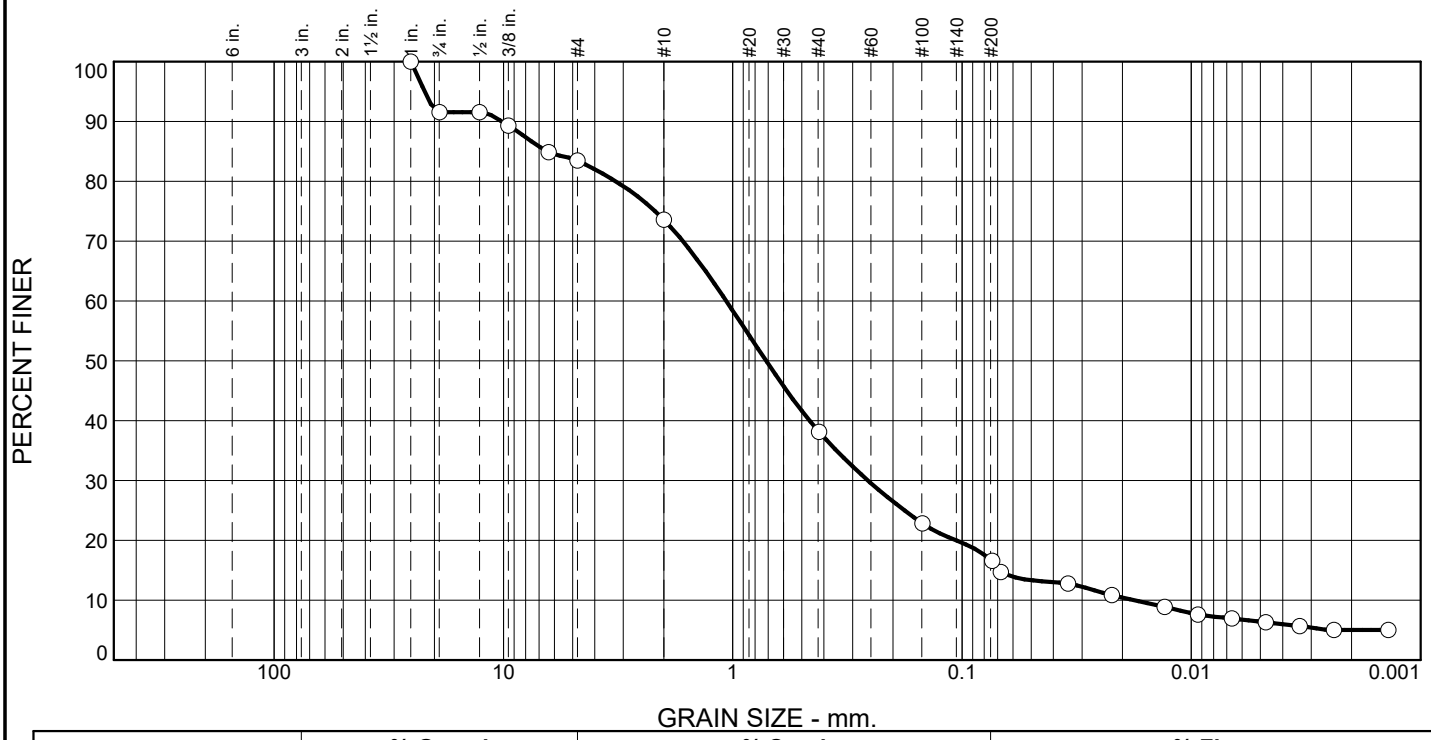
Project Name:	Old Poland Road	Project Number:	2023-021	Logged By:	NM	Boring Number	B-4
Client:	C&S Companies	Ground Elevation:		Checked By:	CMK	Sheet:	4 OF 4
Location:	Trenton, NY	Drill Rig:	3100 GT	Depth To Groundwater While Drilling:			DFA
Started:	5/24/2023	Drill Method:	3.25 HSA	Depth To Groundwater Before Auger Removal:			DFA
Completed:	5/25/2023	Driller:	D. Green	Depth To Groundwater After Auger Removal:			DFA

Depth (ft)	Sample Type	Recovery (inch)	Blow Count Per 6 inches	Graphic Log	N (bpf)	USCS Material Description	Strata Change Depth (ft.)	Pocket Penet. (tsf)	Moisture Content (%)
			19						
60	SPT	14	48		100	**(GW) VERY DENSE, GREY WELL-GRADED GRAVEL WITH SAND, WET**			
			50/.3						
61									
62									
63									
63.6	SPT	1	50/.1		100	**SIMILAR SOIL, VERY DENSE, WET**			
Refer to top Header			Core Rate per foot (min.sec per foot)		RQD (%)	**AUGER REFUSAL AT 63.6 FT**	63.6		
			3.67						
64.6									
			3.67						
65.6									
	ROCK CORE	45	3.66		50.4	**RUN 1 - GREY TRENTON GROUP LIMESTONE**			
66.6									
			2.50						
67.6									
			2.50						
68.6							68.6		
			2.20						
69.6									
			2.20						
70.6									
	ROCK CORE	60	2.20		93.3	**RUN 2 - GREY TRENTON GROUP LIMESTONE**			
71.6									
			2.20						
72.6									
			2.20						
73.6									

Bottom of Boring: 73.6 FT | Cave Depth: N/A FT

Particle Size Distribution Report

ASTM D422 & D1140



	% +3"	% Gravel		% Sand			% Fines	
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
○	0	8	9	9	36	21	11	6

	LL	PL	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_C	C_U
○			6.4498	1.0676	0.7155	0.2574	0.0690	0.0178	3.49	60.02

	Material Description	USCS	AASHTO
○	Silty Sand with Gravel	SM	

Project No. 2023-021 **Client:** C&S Companies

Project: Old Poland Road over Cincinnati Creek

○ **Source of Sample:** B-2 **Sample Number:** 2.0'-4.0'

Remarks:

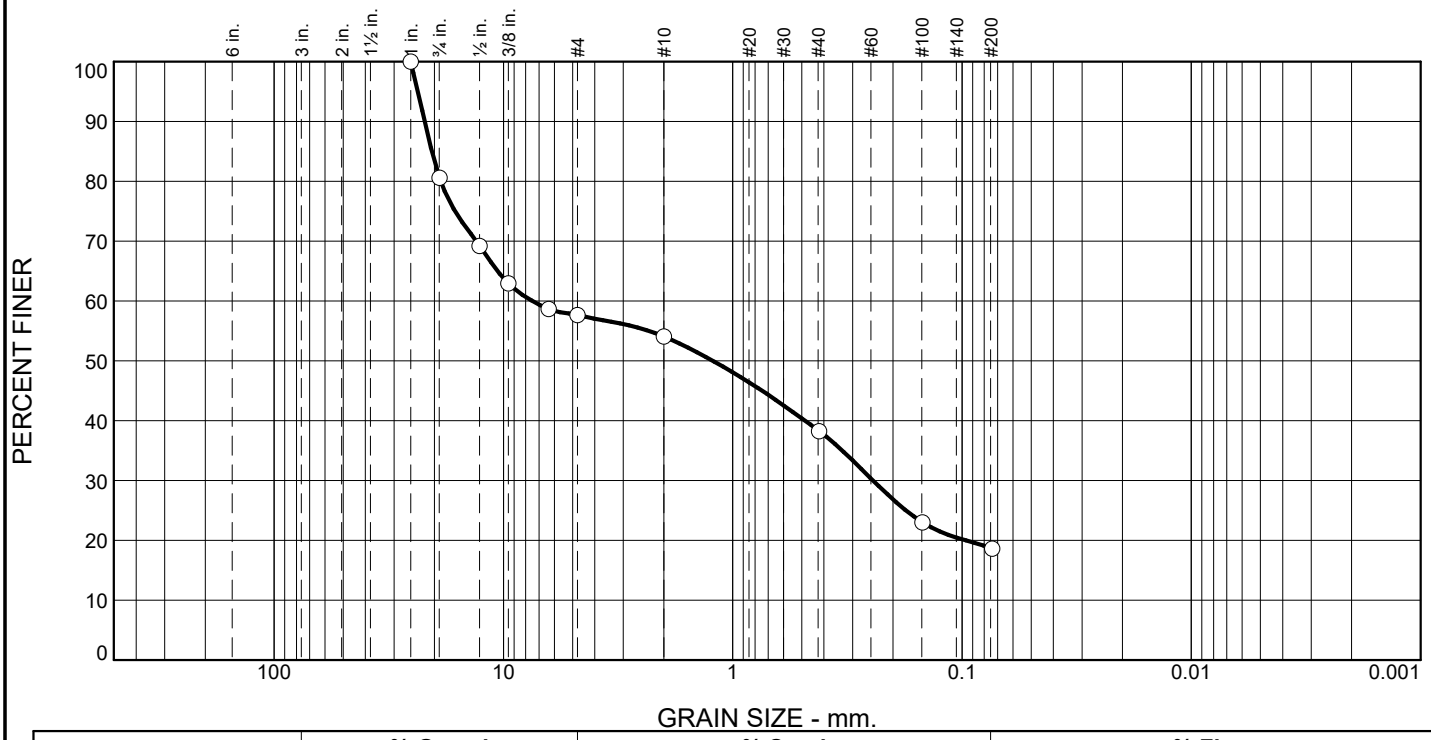
○ Kenney Geotechnical
Engineering Services, PLLC
6901 Herman Road
Syracuse, NY 13209
(315) 638-2706

Figure

Tested By: BE **Checked By:** CMK

Particle Size Distribution Report

ASTM D422 & D1140



	% +3"	% Gravel		% Sand			% Fines	
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
○	0	19	23	4	16	19	19	

	LL	PL	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_C	C_u
○			20.5402	7.5049	1.2208	0.2445				

Material Description	USCS	AASHTO
○ Silty Gravel with Sand	GM	

Project No. 2023-021 **Client:** C&S Companies

Project: Old Poland Road over Cincinnati Creek

○ **Source of Sample:** B-2 **Depth:** 7.0' **Sample Number:** 6.0'-8.0'

Remarks:

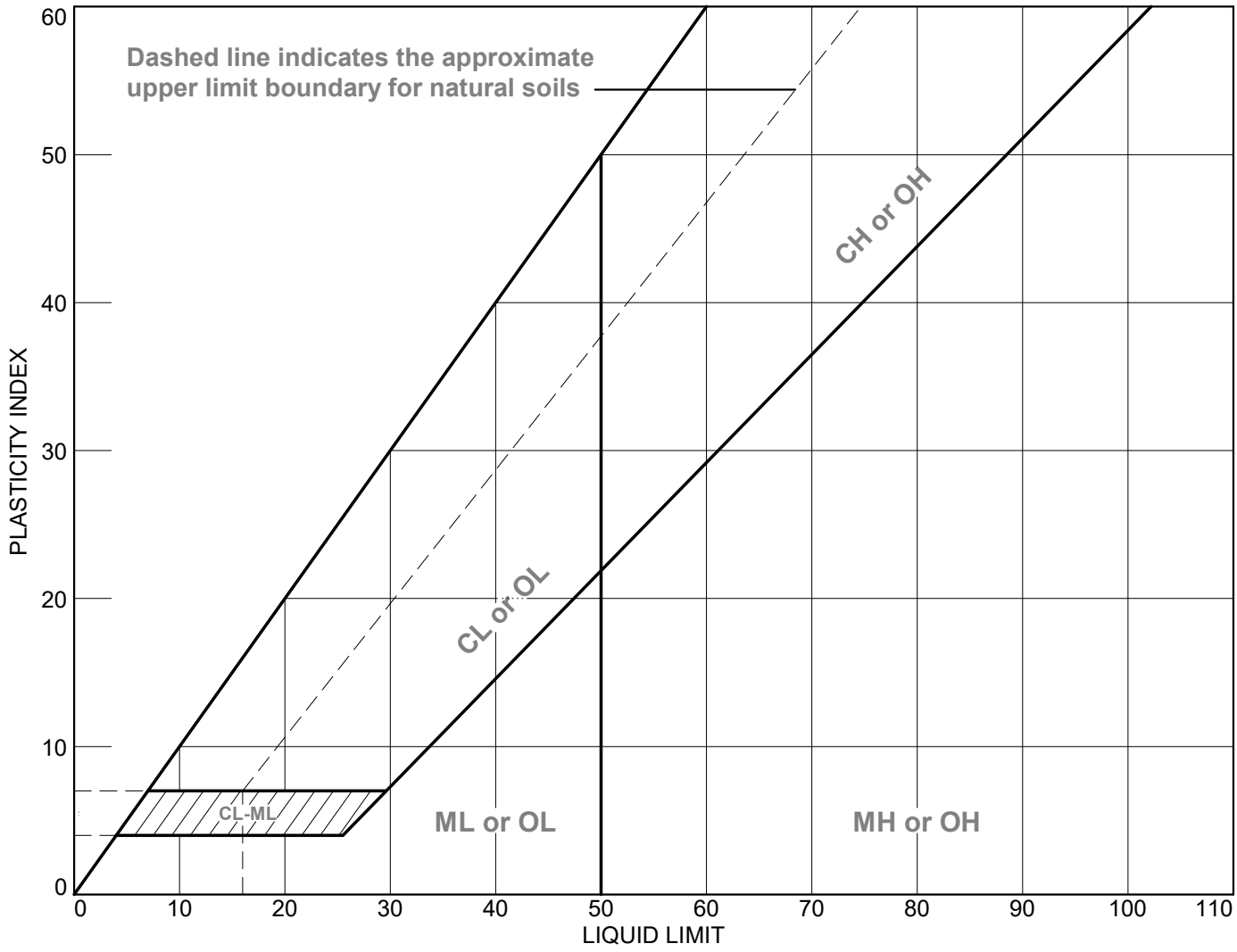
○ Kenney Geotechnical
Engineering Services, PLLC
6901 Herman Road
Syracuse, NY 13209
(315) 638-2706

Kenney Geotechnical Services

Figure

Tested By: BE **Checked By:** CMK

LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-2	43.0'-45.0'	44.0'	5.5	NP	NP	NP	ML

Kenney Geotechnical Services

Client: C&S Companies

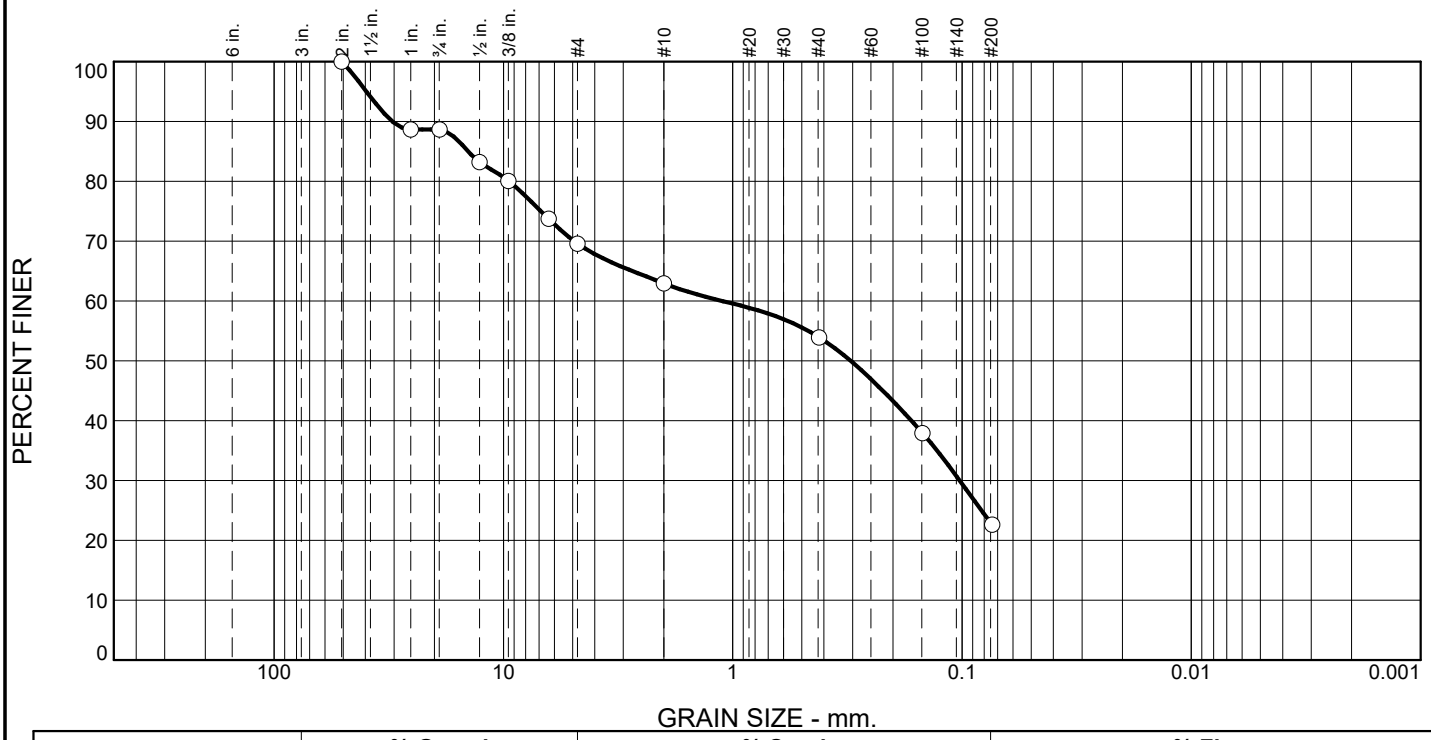
Project: Old Poland Road over Cincinnati Creek

Project No.: 2023-021 **Figure**

Tested By: BE **Checked By:** CMK

Particle Size Distribution Report

ASTM D422 & D1140



	% +3"	% Gravel		% Sand			% Fines	
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
○	0	11	19	7	9	31	23	

	LL	PL	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_C	C_u
○			14.2654	1.1117	0.3063	0.1024				

	Material Description	USCS	AASHTO
○	Silty Sand with Gravel	SM	

Project No. 2023-021 **Client:** C&S Companies

Project: Old Poland Road over Cincinnati Creek

○ **Source of Sample:** B-3 **Depth:** 7.0' **Sample Number:** 6.0'-8.0'

Remarks:

○ Kenney Geotechnical
Engineering Services, PLLC
6901 Herman Road
Syracuse, NY 13209
(315) 638-2706

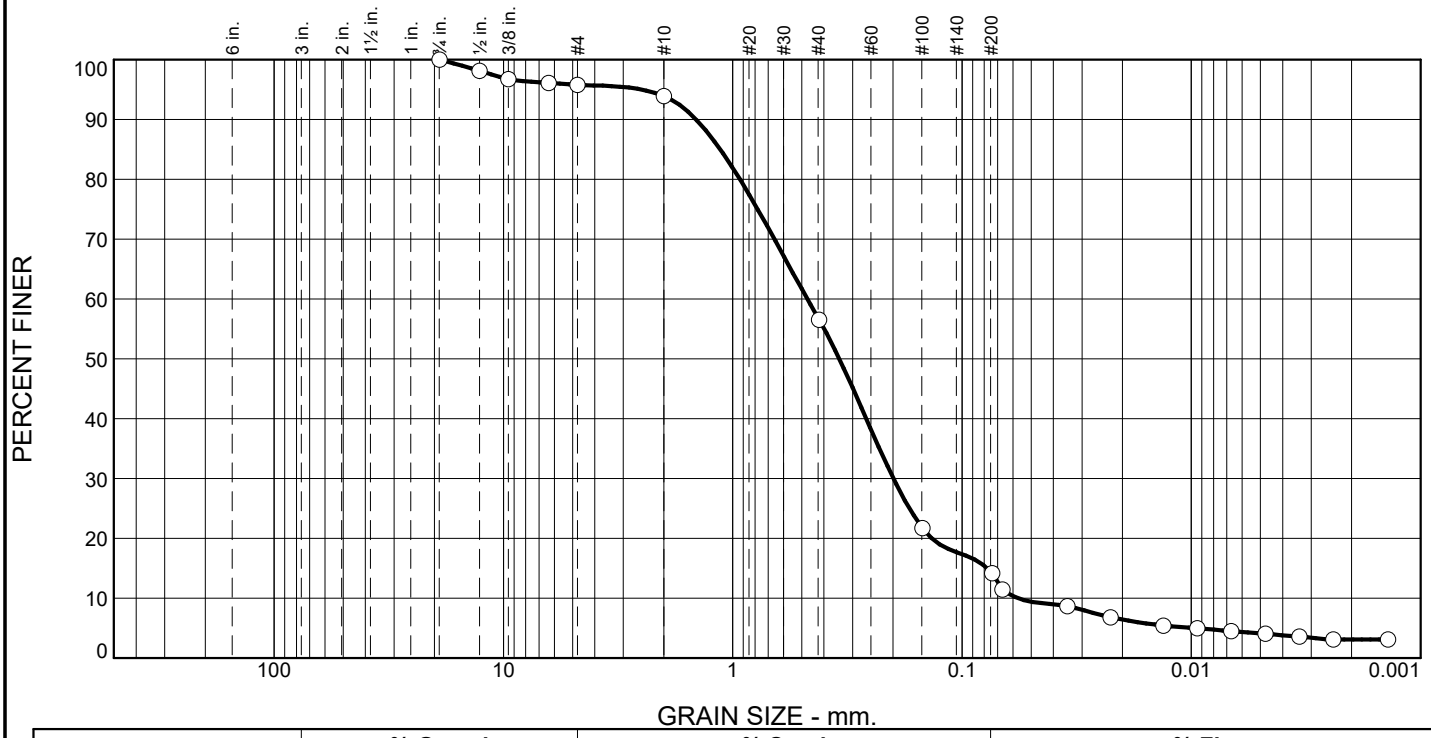
Kenney Geotechnical Services

Figure

Tested By: BE **Checked By:** CMK

Particle Size Distribution Report

ASTM D422 & D1140



	% +3"	% Gravel		% Sand			% Fines	
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
○	0	0	4	2	37	43	10	4

	LL	PL	D_{85}	D_{60}	D_{50}	D_{30}	D_{15}	D_{10}	C_C	C_U
○			1.1345	0.4731	0.3433	0.1991	0.0776	0.0570	1.47	8.30

	Material Description	USCS	AASHTO
○	Silty Sand	SM	

Project No. 2023-021 **Client:** C&S Companies

Project: Old Poland Road over Cincinnati Creek

○ **Source of Sample:** B-4 **Depth:** 3.0' **Sample Number:** 2.0'-4.0'

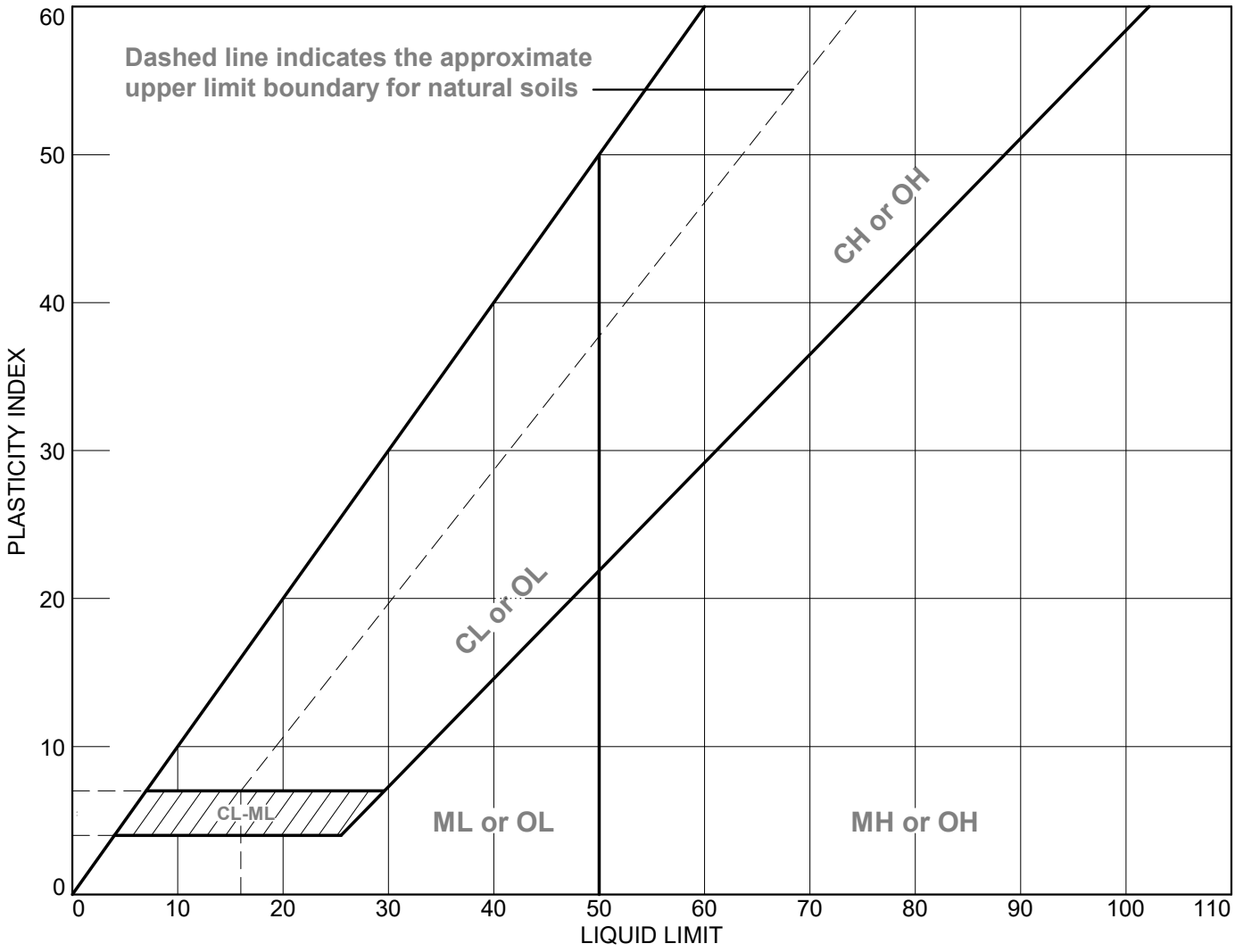
Remarks:

○ Kenney Geotechnical
Engineering Services, PLLC
6901 Herman Road
Syracuse, NY 13209
(315) 638-2706

Figure

Tested By: BE **Checked By:** CMK

LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA

SYMBOL	SOURCE	SAMPLE NO.	DEPTH	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-4	33.0'-35.0'	34.0'	23.0	NP	NP	NP	ML

Kenney Geotechnical Services

Client: C&S Companies

Project: Old Poland Road over Cincinnati Creek

Project No.: 2023-021 **Figure**

Tested By: BE **Checked By:** CMK

Kenney Geotechnical Engineering Services, PLLC
Office: 6901 Herman Road, Syracuse, NY 13209
Mail :P.O. Box 117 Warners, NY 13164

ASTM D854

Old Poland Road over Cincinnati Creek ; Boring B-2, 6'-8'

Specific Gravity Lab Values

W1 = Weight of Pycnometer (187.7 grams)

W2 = Weight of Pycnometer & Soil (286.6 grams)

W3 = Weight of Pycnometer, Soil & Water (747.4 grams)

W4 = Weight of Pycnometer & Water (685.6 grams)

Temperature = 19.5 Degrees, K Value = 1.00010

Moisture Content of Soil = 0%

Volume of Air = 0

Specific Gravity

$$SG = \frac{(W2 - W1)}{(W4-W1) - (W3-W2) \times K}$$

$$\frac{(286.6 - 187.7)}{(685.6-187.7)-(747.4-286.6)\times 1.00010}$$

$$\frac{98.9}{(497.9 - 460.8) \times 1.00010}$$

$$\frac{98.9}{37.1 \times 1.00010}$$

$$\frac{98.9}{37.1}$$

Specific Gravity = 2.666

Kenney Geotechnical Engineering Services, PLLC
Office: 6901 Herman Road, Syracuse, NY 13209
Mail :P.O. Box 117 Warners, NY 13164

ASTM D854

Old Poland Road over Cincinnati Creek ; Boring B-3, 6'-8'

Specific Gravity Lab Values

W1 = Weight of Pycnometer (187.7 grams)

W2 = Weight of Pycnometer & Soil (281.2 grams)

W3 = Weight of Pycnometer, Soil & Water (744.2 grams)

W4 = Weight of Pycnometer & Water (685.6 grams)

Temperature = 19.0 Degrees, K Value = 1.00020

Moisture Content of Soil = 0%

Volume of Air = 0

Specific Gravity

$$SG = \frac{(W2 - W1)}{(W4-W1) - (W3-W2) \times K}$$

$$\frac{(281.2 - 187.7)}{(685.6-187.7)-(744.2-281.2)\times 1.00020}$$

$$\frac{93.5}{(497.9 - 463.0) \times 1.00020}$$

$$\frac{93.5}{34.9 \times 1.00020}$$

$$\frac{93.5}{34.91}$$

Specific Gravity = 2.678

Kenney Geotechnical Engineering Services, PLLC
Office: 6901 Herman Road, Syracuse, NY 13209
Mail: P.O. Box 117 Warners, N.Y. 13164
Phone: (315) 638-2706 Fax: (315) 638-1544
www.kenneygeotechnical.com

Kenney Geotechnical Services

ASTM D2166: Unconfined Compressive Strength of Cohesive Soils

Sample		Average Diameter (inches)	Average Length (inches)	Maximum Load (pounds)	Corrected Unconfined Compressive Strength (lbs/ft^2)	Stress vs. Strain Curve
B-2	28'-30'	1.375	2.75	11	1066.7	Figure 1

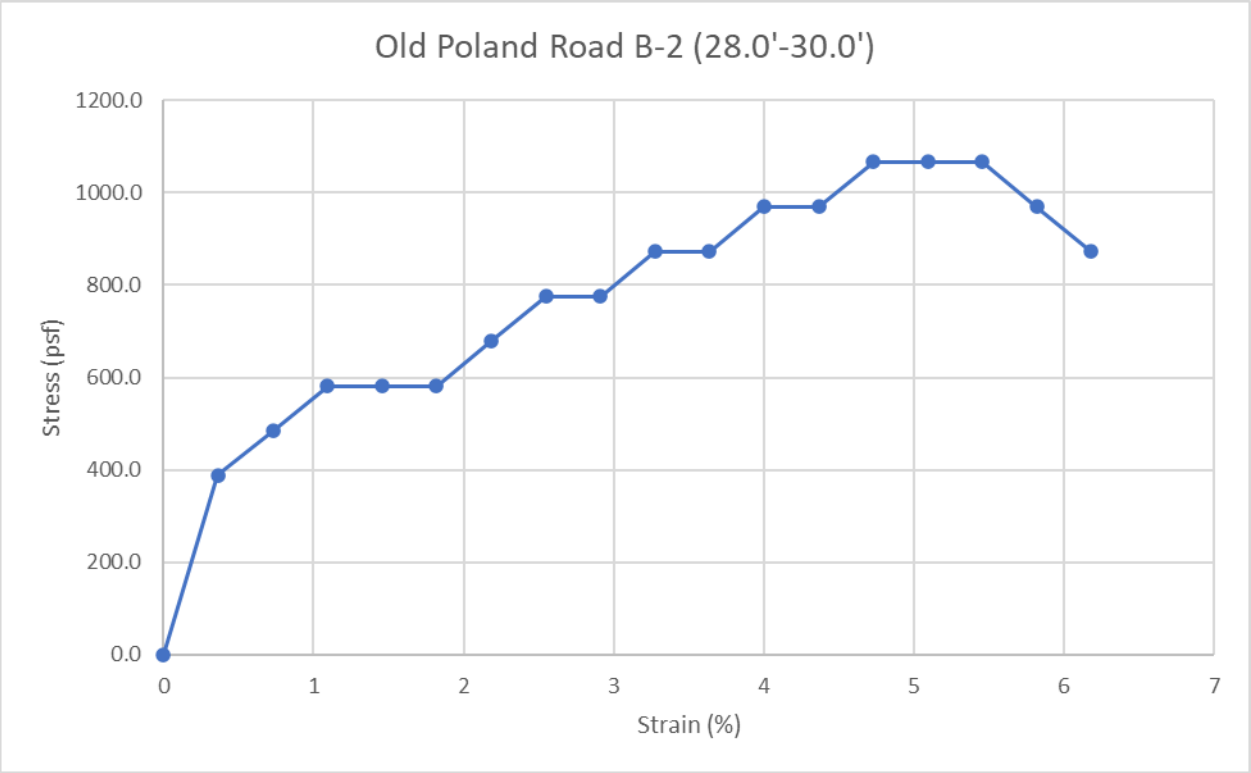


Figure 1: Stress vs. Strain graph B-2 28.0'-30.0'

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www.kenneygeotechnical.com

Kenney Geotechnical Services

ASTM D2166: Unconfined Compressive Strength of Cohesive Soils

Sample		Average Diameter (inches)	Average Length (inches)	Maximum Load (pounds)	Corrected Unconfined Compressive Strength (lbs/ft^2)	Stress vs. Strain Curve
B-3	33'-35'	1.4375	3.50	17	1508.4	Figure 1

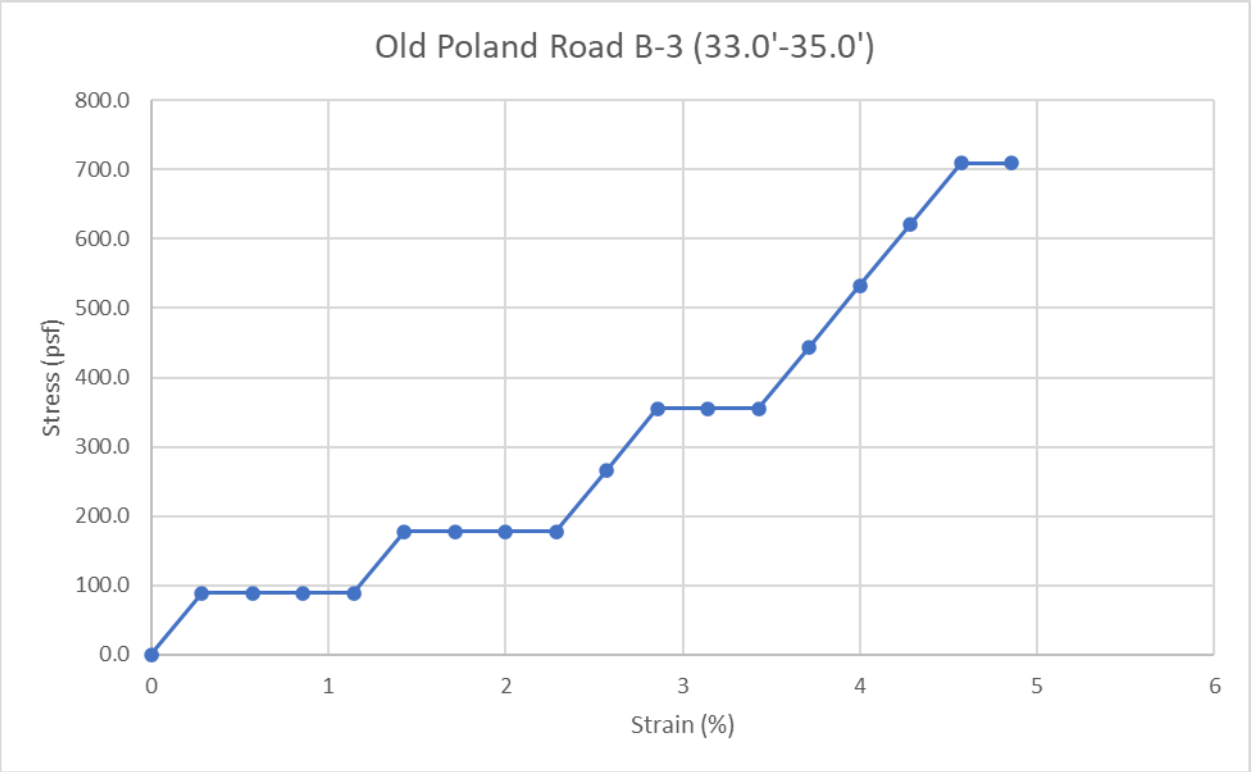

Figure 1: Stress vs. Strain graph B-2 33.0'-35.0'

UTILITY AGREEMENTS

FEDERAL AID – LOCAL PROJECTS UTILITY WORK AGREEMENT

SPONSOR'S NAME : Oneida County Department of Public Works

Since the Construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No. :	PIN 2754.67	F.A. Project No. :	PIN 2754.67
ROW Declaration No. :	N/A	Map Nos. :	N/A
Parcel Nos. :	N/A	County of :	Oneida
Contract No. :	N/A		
Project Description :	Replacement of Old Poland Road over Cincinnati Creek (BIN 2205960)		

necessitates the adjustment of utility facilities hereinafter described, the owner,

Verizon Telephone Company (Communications)

of said facilities herewith agrees with the Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule," and in accordance with the contract plans, specifications, proposal, amendment(s), or change order(s).

I. Existing Facilities (describe type, size, capacity, location, etc.)

Overhead Communication Lines within the vicinity of the existing bridge

presently located on Town of Trenton Right-of-Way
(indicate State, County, City, Town, Village, Private, etc.)
as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

Refer to the attached Description of Work and Drawings.

for an estimated $ N/A

II. Financial Responsibility in accordance with Section 81 of the Highway Law (check appropriate boxes):

☒ A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

☐ B. Subdivision 24 of Section 10 of the State Highway Law enables the Sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.

☐ C. Subdivision 24-b of Section 10 of the State Highway Law enables the Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations law.

☐ D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Highway Design Manual Chapter 13 and Highway Design Manual Appendix 13G, and with the Federal highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

_____

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

☐ 1) Contract let by the Sponsor

☐ 2) Contract let by the Owner, (check applicable statement)

☐ a. Best Interests of Sponsor.

☐ b. Owner not sufficiently staffed or equipped.

☒ 3) By the Owner's forces

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

☒ 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

☐ 2) There is betterment described as follows:

_____

_____

_____

_____

☐ 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

☐ 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

1) A Privately Owned Property Agreement executed prior to the performance of the work.

2) A Municipal Agreement executed prior to performance of the work.

3) Such other agreement as approved by NYSDOT Legal Affairs Division.

VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes)

☐ A. Federal Highway Administration's Federal-Aid Policy Guide Part 645.

☒ B. Contract documents : Contract number : N/A

Capital PIN : 2754.67

Plan sheets No. : 3

☐ C. Owner's plan sheets : _____

☐ D. Owner's estimate sheets form No. : _____

☐ E. Resolution dated _____, by _____

☐ Granting the Sponsor authority to perform the adjustment for the owner.

☐ Agreeing to maintain facilities adjusted via Local-let contract.

☒ F. Certification by the owner or his agent that he has the legal authority to enter into this agreement.

Verizon Telephone Co.	(Signature)	Assoc Div Title	12/10/25 Date
County of Oneida	(Signature)	Project Manager Title	01/20/26 Date
NYSDOT	(Signature)	Title	Date

LOCAL PROJECTS UTILITY SPECIAL NOTE
COORDINATION WITH THE UTILITY SCHEDULE

SPONSOR'S NAME: Oneida County Department of Public Works

Project Identification No. :	PIN 2754.67	F.A. Project No. :	PIN 2754.67
ROW Declaration No. :	N/A	Map Nos. :	N/A
Parcel Nos. :	N/A	County of :	Oneida
Contract No. :	N/A		
Project Description :	Replacement of Old Poland Road Bridge over Cincinnati Creek		

Each utility owner must coordinate their schedule of operations with the various Utility owners involved with the project and shall verify utility information. Utility adjustment and/or relocations required by the various Utility owners in connection with this project include:

The following utility adjustment and/or relocations area required of the various Utility owners in connection with this project.

1.) **Overhead Utility Lines – Existing in Conflict / to be Relocated**
   - *a.* Overhead utility line located between poles NYT-9 and NM-4.
   - *b.* Overhead utility line located between poles NM-4 and NM-7 (NYT-7).
   - *c.* Overhead utility line located between poles NM-3 and NM-4.
   - *d.* Overhead utility line located between poles NG 3-1 and VZ-8½.
   - *e.* Overhead utility line located between poles NM-4 and NM-5.
   - *f.* Overhead utility line located between poles VZ-8½ and NM-6.
   - *g.* Overhead utility line located between poles VZ-8½ and NYT-341.
   - *h.* Overhead utility line located between poles NM-5 and NM-6 (NYT-340).
   - *i.* Overhead utility line located between poles NYT-341 and NYT-8.
   - *j.* Overhead utility line located between poles NYT-8 and NG 7-1.
   - *k.* Overhead utility line located between poles NM-7 and NG 7-1.
   - *l.* Overhead utility line located between poles NM-6 and NYT-8.
   - *m.* Overhead utility line located between poles NG 7-1 and NYT-10.
   - *n.* Overhead utility line located between poles NYT-10 and NM 8-1.
   - *o.* Overhead utility line providing service to building located at 112 Vanderkemp Avenue
   - *p.* Overhead utility line providing service to building located at 114 Vanderkemp Avenue

2.) **Underground Utility Lines – Existing in Conflict (to be confirmed by the utility owner(s) and relocated if present)**
   - *a.* No known underground utiltiies.

3.) **Utility Poles – Existing to be relocated**
   - *a.* Pole NM-4
   - *b.* Pole NM-5
   - *c.* Pole NM-6
   - *d.* Pole VZ 8½
   - *e.* Pole NYT-341
   - *f.* Pole NYT-8
   - *g.* Pole NG 7-1
   - *h.* Pole NYT-10

4.) **Lighting Appurtenances – Existing to be relocated**
   - *a.* Light located on Pole NM-4
   - *b.* Light located on Pole NM-5

National Grid (Overhead Electric)

Overhead line and pole relocations as described above and shown in the attached plans will start within 6 weeks after notice from the County or County's Representative is sent to Erick.Rogemoser@nationalgrid.com. All work will be completed within 2 weeks after start of work. National Grid will notify Charter Communications, Town of Trenton, Verizon Telephone, Oneida County, and C&S Engineers, Inc. when their work is complete.

National Grid shall not be held liable for delays in completing their work for any circumstances outside of their control, including but not limited to: storm duty, unforeseen environmental problems such as contaminated soils, or subsurface conditions.

Charter Communications (Overhead Communications)

Overhead line relocations as described above and shown in the attached plans will start within 2 weeks after notice of completion from National Grid. Charter Communications will be relocating overhead communication lines to the new poles placed by National Grid. All work will be completed within 2 weeks after notice is received.

Charter Communications will notify Town of Trenton, Verizon Telephone, Oneida County and C&S Engineers, Inc. when their work is complete.

Town of Trenton (Overhead Street Lighting)

Overhead line relocations as described above and shown in the attached plans will start within 2 weeks after notice of completion from Charter Communications. Town of Trenton will be relocating overhead lighting to the new poles placed by National Grid. All work will be completed within 2 weeks after notice is received.

Town of Trenton will notify Verizon Telephone, Oneida County and C&S Engineers, Inc. when their work is complete.

Verizon Telephone (Overhead Communications)

Overhead line relocations as described above and shown in the attached plans will start within 2 weeks after notice of completion from Charter Communications. Verizon Telephone will be relocating overhead communication lines to the new poles placed by National Grid. Verizon Telephone will remove and dispose of existing poles. All work will be completed within 2 weeks after notice is received.

Verizon Telephone will notify Oneida County and C&S Engineers, Inc. when their work is complete.

Contact Information

Oneida County
Jeffrey Dora
(315) 793-6269
jdora@oneidacountyny.gov

C&S Engineers, Inc.
James Craig, P.E.
(315) 703-4379
jcraig@cscos.com

C&S Engineers, Inc.
Brendan Cataldo, P.E.
(315) 703-4116
bcataldo@cscos.com

National Grid
Erick Rogemoser, P.E.
(585) 415-2980
Erick.Rogemoser@nationalgrid.com

Charter Communications
Greg Cobb
(315) 725-7513
greg.cobb@charter.com

Town of Trenton
Stephen Godfrey
(315) 896-2664
supervisor@town.trenton.ny.us

Verizon Telephone Company
Mike Myers
(518) 461-1136
mmyers@undc.com

FEDERAL AID – LOCAL PROJECTS UTILITY WORK AGREEMENT

SPONSOR'S NAME : Oneida County Department of Public Works

Since the Construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No. :	PIN 2754.67	F.A. Project No. :	PIN 2754.67
ROW Declaration No. :	N/A	Map Nos. :	N/A
Parcel Nos. :	N/A	County of :	Oneida
Contract No. :	N/A		
Project Description :	Replacement of Old Poland Road over Cincinnati Creek (BIN 2205960)		

necessitates the adjustment of utility facilities hereinafter described, the owner,

Charter Communications, Inc. (Communications)

of said facilities herewith agrees with the Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule," and in accordance with the contract plans, specifications, proposal, amendment(s), or change order(s).

I. Existing Facilities (describe type, size, capacity, location, etc.)

Overhead Communication Lines within the vicinity of the existing bridge

presently located on Town of Trenton Right-of-Way
(indicate State, County, City, Town, Village, Private, etc.)
as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

Refer to the attached Description of Work and Drawings.

for an estimated $ N/A

II. Financial Responsibility in accordance with Section 81 of the Highway Law (check appropriate boxes):

☒ A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

☐ B. Subdivision 24 of Section 10 of the State Highway Law enables the Sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.

☐ C. Subdivision 24-b of Section 10 of the State Highway Law enables the Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations law.

☐ D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Highway Design Manual Chapter 13 and Highway Design Manual Appendix 13G, and with the Federal highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

_____

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

☐ 1) Contract let by the Sponsor

☐ 2) Contract let by the Owner, (check applicable statement)

☐ a. Best Interests of Sponsor.

☐ b. Owner not sufficiently staffed or equipped.

☒ 3) By the Owner's forces

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

☒ 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

☐ 2) There is betterment described as follows:

_____

_____

_____

_____

☐ 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

☐ 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and

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Capital PIN : 2754.67

Plan sheets No. : 3

☐ C. Owner's plan sheets : _____

☐ D. Owner's estimate sheets form No. : _____

☐ E. Resolution dated _____, by _____

☐ Granting the Sponsor authority to perform the adjustment for the owner.

☐ Agreeing to maintain facilities adjusted via Local-let contract.

☒ F. Certification by the owner or his agent that he has the legal authority to enter into this agreement.

Tom Hopler		Construction Coordinator	12/9/25
Charter Communications	(Signature)	Title	Date
		Project Manager	01/20/26
Oneida County	(Signature)	Title	Date
NYSDOT	(Signature)	Title	Date

LOCAL PROJECTS UTILITY SPECIAL NOTE
COORDINATION WITH THE UTILITY SCHEDULE

SPONSOR'S NAME: Oneida County Department of Public Works

Project Identification No. :	PIN 2754.67	F.A. Project No. :	PIN 2754.67
ROW Declaration No. :	N/A	Map Nos. :	N/A
Parcel Nos. :	N/A	County of :	Oneida
Contract No. :	N/A		
Project Description :	Replacement of Old Poland Road Bridge over Cincinnati Creek		

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   - *c.* Overhead utility line located between poles NM-3 and NM-4.
   - *d.* Overhead utility line located between poles NG 3-1 and VZ-8½.
   - *e.* Overhead utility line located between poles NM-4 and NM-5.
   - *f.* Overhead utility line located between poles VZ-8½ and NM-6.
   - *g.* Overhead utility line located between poles VZ-8½ and NYT-341.
   - *h.* Overhead utility line located between poles NM-5 and NM-6 (NYT-340).
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   - *j.* Overhead utility line located between poles NYT-8 and NG 7-1.
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   - *o.* Overhead utility line providing service to building located at 112 Vanderkemp Avenue
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2.) **Underground Utility Lines – Existing in Conflict (to be confirmed by the utility owner(s) and relocated if present)**
   - *a.* No known underground utiltiies.

3.) **Utility Poles – Existing to be relocated**
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4.) **Lighting Appurtenances – Existing to be relocated**
   - *a.* Light located on Pole NM-4
   - *b.* Light located on Pole NM-5

LOCAL PROJECTS UTILITY SPECIAL NOTE
COORDINATION WITH THE UTILITY SCHEDULE

National Grid (Overhead Electric)

Overhead line and pole relocations as described above and shown in the attached plans will start within 6 weeks after notice from the County or County's Representative is sent to Erick.Rogemoser@nationalgrid.com. All work will be completed within 2 weeks after start of work. National Grid will notify Charter Communications, Town of Trenton, Verizon Telephone, Oneida County, and C&S Engineers, Inc. when their work is complete.

National Grid shall not be held liable for delays in completing their work for any circumstances outside of their control, including but not limited to: storm duty, unforeseen environmental problems such as contaminated soils, or subsurface conditions.

Charter Communications (Overhead Communications)

Overhead line relocations as described above and shown in the attached plans will start within 2 weeks after notice of completion from National Grid. Charter Communications will be relocating overhead communication lines to the new poles placed by National Grid. All work will be completed within 2 weeks after notice is received.

Charter Communications will notify Town of Trenton, Verizon Telephone, Oneida County and C&S Engineers, Inc. when their work is complete.

Town of Trenton (Overhead Street Lighting)

Overhead line relocations as described above and shown in the attached plans will start within 2 weeks after notice of completion from Charter Communications. Town of Trenton will be relocating overhead lighting to the new poles placed by National Grid. All work will be completed within 2 weeks after notice is received.

Town of Trenton will notify Verizon Telephone, Oneida County and C&S Engineers, Inc. when their work is complete.

Verizon Telephone (Overhead Communications)

Overhead line relocations as described above and shown in the attached plans will start within 2 weeks after notice of completion from Charter Communications. Verizon Telephone will be relocating overhead communication lines to the new poles placed by National Grid. Verizon Telephone will remove and dispose of existing poles. All work will be completed within 2 weeks after notice is received.

Verizon Telephone will notify Oneida County and C&S Engineers, Inc. when their work is complete.

Contact Information

Oneida County
Jeffrey Dora
(315) 793-6269
jdora@oneidacountyny.gov

C&S Engineers, Inc.
James Craig, P.E.
(315) 703-4379
jcraig@cscos.com

C&S Engineers, Inc.
Brendan Cataldo, P.E.
(315) 703-4116
bcataldo@cscos.com

National Grid
Erick Rogemoser, P.E.
(585) 415-2980
Erick.Rogemoser@nationalgrid.com

Charter Communications
Greg Cobb
(315) 725-7513
greg.cobb@charter.com

Town of Trenton
Stephen Godfrey
(315) 896-2664
supervisor@town.trenton.ny.us

Verizon Telephone Company
Mike Myers
(518) 461-1136
mmyers@undc.com

FEDERAL AID – LOCAL PROJECTS UTILITY WORK AGREEMENT

SPONSOR'S NAME : Oneida County Department of Public Works

Since the Construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No. :	PIN 2754.67	F.A. Project No. :	PIN 2754.67
ROW Declaration No. :	N/A	Map Nos. :	N/A
Parcel Nos. :	N/A	County of :	Oneida
Contract No. :	N/A		
Project Description :	Replacement of Old Poland Road over Cincinnati Creek (BIN 2205960)		

necessitates the adjustment of utility facilities hereinafter described, the owner,

National Grid USA (Electric)

of said facilities herewith agrees with the Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule," and in accordance with the contract plans, specifications, proposal, amendment(s), or change order(s).

I. Existing Facilities (describe type, size, capacity, location, etc.)

Overhead Electric Lines within the vicinity of the existing bridge

presently located on Town of Trenton Right-of-Way
(indicate State, County, City, Town, Village, Private, etc.)
as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

Refer to the attached Description of Work and Drawings.

for an estimated $ N/A

II. Financial Responsibility in accordance with Section 81 of the Highway Law (check appropriate boxes):

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☐ C. Subdivision 24-b of Section 10 of the State Highway Law enables the Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations law.

☐ D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Highway Design Manual Chapter 13 and Highway Design Manual Appendix 13G, and with the Federal highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

_____

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

☐ 1) Contract let by the Sponsor

☐ 2) Contract let by the Owner, (check applicable statement)

☐ a. Best Interests of Sponsor.

☐ b. Owner not sufficiently staffed or equipped.

☒ 3) By the Owner's forces

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

☒ 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

☐ 2) There is betterment described as follows:

_____

_____

_____

_____

☐ 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

☐ 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

FEDERAL AID – LOCAL PROJECTS UTILITY WORK AGREEMENT

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

1) A Privately Owned Property Agreement executed prior to the performance of the work.

2) A Municipal Agreement executed prior to performance of the work.

3) Such other agreement as approved by NYSDOT Legal Affairs Division.

VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes)

☐ A. Federal Highway Administration's Federal-Aid Policy Guide Part 645.

☒ B. Contract documents : Contract number : N/A

Capital PIN : 2754.67

Plan sheets No. : 3

☐ C. Owner's plan sheets : _____

☐ D. Owner's estimate sheets form No. : _____

☐ E. Resolution dated _____, by _____

☐ Granting the Sponsor authority to perform the adjustment for the owner.

☐ Agreeing to maintain facilities adjusted via Local-let contract.

☒ F. Certification by the owner or his agent that he has the legal authority to enter into this agreement.

National Grid USA	(Signature)	Title	Date
Oneida County	(Signature)	Title	Date
NYSDOT	(Signature)	Title	Date

LOCAL PROJECTS UTILITY SPECIAL NOTE
COORDINATION WITH THE UTILITY SCHEDULE

SPONSOR'S NAME: Oneida County Department of Public Works

Project Identification No. :	PIN 2754.67	F.A. Project No. :	PIN 2754.67
ROW Declaration No. :	N/A	Map Nos. :	N/A
Parcel Nos. :	N/A	County of :	Oneida
Contract No. :	N/A		
Project Description :	Replacement of Old Poland Road Bridge over Cincinnati Creek		

Each utility owner must coordinate their schedule of operations with the various Utility owners involved with the project and shall verify utility information. Utility adjustment and/or relocations required by the various Utility owners in connection with this project include:

The following utility adjustment and/or relocations area required of the various Utility owners in connection with this project.

1.) **Overhead Utility Lines – Existing in Conflict / to be Relocated**
   - *a.* Overhead utility line located between poles NYT-9 to NM-4.
   - *b.* Overhead utility line located between poles NM-4 and NM-7 (NYT-7).
   - *c.* Overhead utility line located between poles NM-3 and NM-4.
   - *d.* Overhead utility line located between poles NG 3-1 and VZ-8½.
   - *e.* Overhead utility line located between poles NM-4 and NM-5.
   - *f.* Overhead utility line located between poles VZ-8½ and NM-6.
   - *g.* Overhead utility line located between poles VZ-8½ and NYT-341.
   - *h.* Overhead utility line located between poles NM-5 and NM-6 (NYT-340).
   - *i.* Overhead utility line located between poles NYT-341 and NYT-8.
   - *j.* Overhead utility line located between poles NYT-8 and NG 7-1.
   - *k.* Overhead utility line located between poles NM-7 and NG 7-1.
   - *l.* Overhead utility line located between poles NM-6 and NYT-8.
   - *m.* Overhead utility line located between poles NG 7-1 and NYT-10.
   - *n.* Overhead utility line located between poles NYT-10 and NM 8-1.
   - *o.* Overhead utility line providing service to building located at 112 Vanderkemp Avenue
   - *p.* Overhead utility line providing service to building located at 114 Vanderkemp Avenue

2.) **Underground Utility Lines – Existing in Conflict (to be confirmed by the utility owner(s) and relocated if present)**
   - *a.* No known underground utiltiies.

3.) **Utility Poles – Existing to be relocated**
   - *a.* Pole NM-4
   - *b.* Pole NM-5
   - *c.* Pole NM-6
   - *d.* Pole VZ 8½
   - *e.* Pole NYT-341
   - *f.* Pole NYT-8
   - *g.* Pole NG 7-1
   - *h.* Pole NYT-10

4.) **Lighting Appurtenances – Existing to be relocated**
   - *a.* Light located on Pole NM-4
   - *b.* Light located on Pole NM-5

LOCAL PROJECTS UTILITY SPECIAL NOTE
COORDINATION WITH THE UTILITY SCHEDULE

National Grid (Overhead Electric)

Overhead line and pole relocations as described above and shown in the attached plans will start within 6 weeks after notice from the County or County's Representative is sent to Erick.Rogemoser@nationalgrid.com. All work will be completed within 2 weeks after start of work. National Grid will notify Charter Communications, Town of Trenton, Verizon Telephone, Oneida County, and C&S Engineers, Inc. when their work is complete.

National Grid shall not be held liable for delays in completing their work for any circumstances outside of their control, including but not limited to: storm duty, unforeseen environmental problems such as contaminated soils, or subsurface conditions.

Charter Communications (Overhead Communications)

Overhead line relocations as described above and shown in the attached plans will start within 2 weeks after notice of completion from National Grid. Charter Communications will be relocating overhead communication lines to the new poles placed by National Grid. All work will be completed within 2 weeks after notice is received.

Charter Communications will notify Town of Trenton, Verizon Telephone, Oneida County and C&S Engineers, Inc. when their work is complete.

Town of Trenton (Overhead Street Lighting)

Overhead line relocations as described above and shown in the attached plans will start within 2 weeks after notice of completion from Charter Communications. Town of Trenton will be relocating overhead lighting to the new poles placed by National Grid. All work will be completed within 2 weeks after notice is received.

Town of Trenton will notify Verizon Telephone, Oneida County and C&S Engineers, Inc. when their work is complete.

Verizon Telephone (Overhead Communications)

Overhead line relocations as described above and shown in the attached plans will start within 2 weeks after notice of completion from Charter Communications. Verizon Telephone will be relocating overhead communication lines to the new poles placed by National Grid. Verizon Telephone will remove and dispose of existing poles. All work will be completed within 2 weeks after notice is received.

Verizon Telephone will notify Oneida County and C&S Engineers, Inc. when their work is complete.

Contact Information

Oneida County
Jeffrey Dora
(315) 793-6269
jdora@oneidacountyny.gov

C&S Engineers, Inc.
James Craig, P.E.
(315) 703-4379
jcraig@cscos.com

C&S Engineers, Inc.
Brendan Cataldo, P.E.
(315) 703-4116
bcataldo@cscos.com

National Grid
Erick Rogemoser, P.E.
(585) 415-2980
Erick.Rogemoser@nationalgrid.com

Charter Communications
Greg Cobb
(315) 725-7513
greg.cobb@charter.com

Town of Trenton
Stephen Godfrey
(315) 896-2664
supervisor@town.trenton.ny.us

Verizon Telephone Company
Mike Myers
(518) 461-1136
mmyers@undc.com

FEDERAL AID – LOCAL PROJECTS UTILITY WORK AGREEMENT

SPONSOR'S NAME : Oneida County Department of Public Works

Since the Construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No. :	PIN 2754.67	F.A. Project No. :	PIN 2754.67
ROW Declaration No. :	N/A	Map Nos. :	N/A
Parcel Nos. :	N/A	County of :	Oneida
Contract No. :	N/A		
Project Description :	Replacement of Old Poland Road over Cincinnati Creek (BIN 2205960)		

necessitates the adjustment of utility facilities hereinafter described, the owner,

Town of Trenton

of said facilities herewith agrees with the Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule," and in accordance with the contract plans, specifications, proposal, amendment(s), or change order(s).

I. Existing Facilities (describe type, size, capacity, location, etc.)

Overhead Lighting Appurtenances and Lines within the vicinity of the existing bridge

presently located on Town of Trenton Right-of-Way
(indicate State, County, City, Town, Village, Private, etc.)
as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

Refer to the attached Description of Work and Drawings.

for an estimated $ N/A

II. Financial Responsibility in accordance with Section 81 of the Highway Law (check appropriate boxes):

☒ A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

☐ B. Subdivision 24 of Section 10 of the State Highway Law enables the Sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.

☐ C. Subdivision 24-b of Section 10 of the State Highway Law enables the Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations law.

☐ D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Highway Design Manual Chapter 13 and Highway Design Manual Appendix 13G, and with the Federal highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

_____

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

☐ 1) Contract let by the Sponsor

☐ 2) Contract let by the Owner, (check applicable statement)

☐ a. Best Interests of Sponsor.

☐ b. Owner not sufficiently staffed or equipped.

☒ 3) By the Owner's forces

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

☒ 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

☐ 2) There is betterment described as follows:

_____

_____

_____

_____

☐ 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

☐ 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and

regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

1) A Privately Owned Property Agreement executed prior to the performance of the work.

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VI. References

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☒ B. Contract documents : Contract number : N/A

Capital PIN : 2754.67

Plan sheets No. : 3

☐ C. Owner's plan sheets : _____

☐ D. Owner's estimate sheets form No. : _____

☐ E. Resolution dated _____, by _____

☐ Granting the Sponsor authority to perform the adjustment for the owner.

☐ Agreeing to maintain facilities adjusted via Local-let contract.

☒ F. Certification by the owner or his agent that he has the legal authority to enter into this agreement.

Michael Bennison — Town of Trenton	(Signature)	Trenton Supervisor	16 Jan 26
Oneida County	(Signature)	Project Manager	01/20/26
NYSDOT	(Signature)	Title	Date

LOCAL PROJECTS UTILITY SPECIAL NOTE
COORDINATION WITH THE UTILITY SCHEDULE

SPONSOR'S NAME: Oneida County Department of Public Works

Project Identification No. :	PIN 2754.67	F.A. Project No. :	PIN 2754.67
ROW Declaration No. :	N/A	Map Nos. :	N/A
Parcel Nos. :	N/A	County of :	Oneida
Contract No. :	N/A		
Project Description :	Replacement of Old Poland Road Bridge over Cincinnati Creek		

Each utility owner must coordinate their schedule of operations with the various Utility owners involved with the project and shall verify utility information. Utility adjustment and/or relocations required by the various Utility owners in connection with this project include:

The following utility adjustment and/or relocations area required of the various Utility owners in connection with this project.

1.) **Overhead Utility Lines – Existing in Conflict / to be Relocated**
   - *a.* Overhead utility line located between poles NYT-9 and NM-4.
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   - *g.* Overhead utility line located between poles VZ-8½ and NYT-341.
   - *h.* Overhead utility line located between poles NM-5 and NM-6 (NYT-340).
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   - *n.* Overhead utility line located between poles NYT-10 and NM 8-1.
   - *o.* Overhead utility line providing service to building located at 112 Vanderkemp Avenue
   - *p.* Overhead utility line providing service to building located at 114 Vanderkemp Avenue

2.) **Underground Utility Lines – Existing in Conflict (to be confirmed by the utility owner(s) and relocated if present)**
   - *a.* No known underground utiltiies.

3.) **Utility Poles – Existing to be relocated**
   - *a.* Pole NM-4
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4.) **Lighting Appurtenances – Existing to be relocated**
   - *a.* Light located on Pole NM-4
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LOCAL PROJECTS UTILITY SPECIAL NOTE
COORDINATION WITH THE UTILITY SCHEDULE

National Grid (Overhead Electric)

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Overhead line relocations as described above and shown in the attached plans will start within 2 weeks after notice of completion from Charter Communications. Town of Trenton will be relocating overhead lighting to the new poles placed by National Grid. All work will be completed within 2 weeks after notice is received.

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Verizon Telephone will notify Oneida County and C&S Engineers, Inc. when their work is complete.

Contact Information

Oneida County
Jeffrey Dora
(315) 793-6269
jdora@oneidacountyny.gov

C&S Engineers, Inc.
James Craig, P.E.
(315) 703-4379
jcraig@cscos.com

C&S Engineers, Inc.
Brendan Cataldo, P.E.
(315) 703-4116
bcataldo@cscos.com

National Grid
Erick Rogemoser, P.E.
(585) 415-2980
Erick.Rogemoser@nationalgrid.com

Charter Communications
Greg Cobb
(315) 725-7513
greg.cobb@charter.com

Town of Trenton
Stephen Godfrey
(315) 896-2664
supervisor@town.trenton.ny.us

Verizon Telephone Company
Mike Myers
(518) 461-1136
mmyers@undc.com

FEDERAL AID – LOCAL PROJECTS UTILITY WORK AGREEMENT

SPONSOR'S NAME : Oneida County Department of Public Works

Since the Construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No. :	PIN 2754.67	F.A. Project No. :	PIN 2754.67
ROW Declaration No. :	N/A	Map Nos. :	N/A
Parcel Nos. :	N/A	County of :	Oneida
Contract No. :	N/A		
Project Description :	Replacement of Old Poland Road over Cincinnati Creek (BIN 2205960)		

necessitates the adjustment of utility facilities hereinafter described, the owner,

Town of Trenton

of said facilities herewith agrees with the Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule," and in accordance with the contract plans, specifications, proposal, amendment(s), or change order(s).

I. Existing Facilities (describe type, size, capacity, location, etc.)

6" concrete asbestos bridge mounted water line and approach water line.

presently located on Town of Trenton Right-of-Way
(indicate State, County, City, Town, Village, Private, etc.)
as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

Refer to the attached Description of Work and Drawings.

for an estimated $ N/A

II. Financial Responsibility in accordance with Section 81 of the Highway Law (check appropriate boxes):

☐ A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

☒ B. Subdivision 24 of Section 10 of the State Highway Law enables the Sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.

☐ C. Subdivision 24-b of Section 10 of the State Highway Law enables the Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations law.

☐ D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Highway Design Manual Chapter 13 and Highway Design Manual Appendix 13G, and with the Federal highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

_____

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

☒ 1) Contract let by the Sponsor

☐ 2) Contract let by the Owner, (check applicable statement)

☐ a. Best Interests of Sponsor.

☐ b. Owner not sufficiently staffed or equipped.

☐ 3) By the Owner's forces

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

☐ 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

☒ 2) There is betterment described as follows:

Existing 6" concrete asbestos lined waterline replaced with 8" ductile iron pipe

_____

_____

_____

☐ 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

☒ 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from

the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

1) A Privately Owned Property Agreement executed prior to the performance of the work.
2) A Municipal Agreement executed prior to performance of the work.
3) Such other agreement as approved by NYSDOT Legal Affairs Division.

VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes)

☐ A. Federal Highway Administration's Federal-Aid Policy Guide Part 645.

☒ B. Contract documents : Contract number : N/A

Capital PIN : 2754.67

Plan sheets No. : 7

☐ C. Owner's plan sheets : _____

☐ D. Owner's estimate sheets form No. : _____

☐ E. Resolution dated _____, by _____

☐ Granting the Sponsor authority to perform the adjustment for the owner.

☐ Agreeing to maintain facilities adjusted via Local-let contract.

☒ F. Certification by the owner or his agent that he has the legal authority to enter into this agreement.

Michael Bennison — Town of Trenton Supervisor — 15 Jan 2026

Town of Trenton (Signature) Title Date

Oneida County — Project Manager — 01/20/26

Oneida County (Signature) Title Date

NYSDOT (Signature) Title Date

Bridge Replacement Project
Old Poland Road over Cincinnati Creek
Town of Trenton, Oneida County, NY
BIN 2205960
PIN 2754.67; LD040485

Description of Utility Work (Water)

Underground and suspended utilities within the project limits are presently located on Town Right-of-Way as shown on the plans for the above proposed transportation project. Utilities shall be relocated based on conflicts as described herein and as shown on the attached plan sheet.

Utility Conflict Description:

1. *Water Line – Existing in Conflict*
    a. Underground utility line located West of the existing structure.
    b. Suspended utility line located along the North fascia of the existing structure.
    c. Underground utility line located East of the existing structure.

Utility Resolution Description:

The Town of Trenton has worked with Oneida County and C&S Engineers, Inc. to develop a utility relocation plan. The attached plan involves temporarily supporting the existing water line during construction until the new water line is connected. The existing water line feeds the entire Village of Barneveld and is critical to remain in service during construction.

The existing 6" concrete asbestos water line will be removed on the West side of the bridge because it is in conflict with the proposed drainage. The existing 6" water line on the East side of the bridge will be removed or cut and capped.

A new 8" ductile iron water line will be installed on the South fascia of the proposed bridge. New 8" ductile iron water line will be installed along Old Poland Road from the Vanderkemp intersection to the Fire Department Driveway. A new water service for House #112 Vanderkemp Avenue will be installed, as well as a fire hydrant on the East side of the proposed bridge.

Any further water line work in this area will be performed under a separate contract.

Schedule:

Construction for the project is scheduled to begin in the Spring of 2026. The Town of Trenton, C&S Engineers, Inc., and Oneida County shall coordinate the work and schedule to ensure minimal disruption of water services during construction.

Nationwide Permit 3

Maintenance

Buffalo & New York Districts Final Regional Conditions, Water Quality Certification and Coastal Zone Concurrence for the 2021 Nationwide Permits for New York State
Effective February 25, 2022 - Expiration March 14, 2026

Table of Contents:

A. Nationwide Permits Index

B. Nationwide Permit 3 – Maintenance
- **Specific NW terms and notification requirements**
- **Buffalo & New York Districts Specific NWP Regional Conditions**
- **Specific NWP Water Quality Certification**
- **NYSDOS Specific NWP Coastal Zone Consistency Determination**

C. Nationwide Permit General Conditions 1-32

D. District Engineer's Decision

E. Further Information

F. Definitions

G. Buffalo and New York District Regional General Conditions A-F (applicable to all NWPs)

H. NYSDEC General Water Quality Conditions (applicable to all NWPs for which Water Quality Certification has been provided)

I. NYSDOS Coastal Zone Management Consistency Additional Information (applicable to all projects located within the NYS Coastal Zone)

J. Information on Nationwide Permit Verification

K. Agency Contact Information

ENCLOSURE 1: New York State Regulatory District Boundary Map

ENCLOSURE 2: NYC Water Supply – East of Hudson Watershed (for NY District Regional Conditions)

ENCLOSURE 3: Commercial Mooring Buoy Application Additional Information (for NY District Regional Conditions – not applicable within Buffalo District)

ENCLOSURE 4: Incident Report of Sea Turtle Take (for NY District Regional Conditions – not applicable within Buffalo District)

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2. Structures in Artificial Canals
3. Maintenance
4. Fish and Wildlife Harvesting, Enhancement and Attraction Devices and Activities
5. Scientific Measurement Devices
6. Survey Activities
7. Outfall Structures and Associated Intake Structures
8. Oil and Gas Structures on the Outer Continental Shelf
9. Structures in Fleeting and Anchorage Areas
10. Mooring Buoys
11. Temporary Recreational Structures
13. Bank Stabilization
14. Linear Transportation Projects
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17. Hydropower Projects
18. Minor Discharges
19. Minor Dredging
20. Response Operations for Oil or Hazardous Substances
22. Removal of Vessels
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31. Maintenance of Existing Flood Control Facilities
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33. Temporary Construction, Access and Dewatering
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36. Boat Ramps
37. Emergency Watershed Protection and Rehabilitation
38. Cleanup of Hazardous and Toxic Waste
41. Reshaping Existing Drainage and Irrigation Ditches
45. Repair of Uplands Damaged by Discrete Events
46. Discharges in Ditches
47. [Reserved]
49. Coal Mining Activities
53. Removal of Low-Head Dams
54. Living Shorelines
59. Water Reclamation and Reuse Facilities

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 of dredged or fill material, 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.).

New York District Only Permit-specific Regional Conditions:

c. As discussed in Section G-E.8. below, if any work is proposed within Essential Fish Habitat (EFH) or within areas supporting anadromous fish migration and spawning, sediment removal and pile and sheet pile/cofferdam installation and removal shall be avoided from March 1 to June 30 of any year. Work within cofferdams can proceed any time during the year provided that the cofferdams are installed or removed outside of the seasonal work restriction. A PCN is required if a variance of this seasonal work window is requested.

d. Within Essential Fish Habitat (EFH), if any work is proposed within areas identified as EFH for winter flounder eggs and larvae, in-water work shall be avoided from January 15 to May 31 of any year. A PCN is required if a variance of this seasonal work window is requested.

e. Within EFH, as discussed in Section G-E.8. below, if any work is proposed within 50 feet of submerged aquatic vegetation (SAV), a map generated from the SAV data tools in Note 5 or a current SAV survey of the area shall be included with a PCN to USACE for coordination with National Marine Fisheries Service (NMFS).

f. If tide gate replacement or maintenance is proposed, tide gates shall be replaced with self-regulating tide gates that allow tidal flow and fish passage but can be set to close at a specified water level, unless it can be demonstrated that a self-regulating tide gate would not be practicable due to ecological or public safety reasons. A PCN is required for all tide gate replacements and maintenance in which a one-way gate is proposed. The PCN shall describe fully the existing conditions of the tide gate and the habitat upstream of the gate and include documentation of its condition, function and maintenance over the previous decade.

<u>REMINDER TO APPLICANT</u>: For projects involving culvert maintenance or replacement, please take particular note of the requirements of General Regional Conditions 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 #57).

Section 401 Water Quality Certification (WQC):
The WQC has been denied for this NWP by the following certifying authorities:

i. New York State Department of Public Services (NYSDPS) for activities that relate to the construction and operation of major natural gas or electric transmission facilities undertaken pursuant to New York State Public Service Law (PSL) Article VII.

ii. New York State Office of Renewable Energy Siting (NYSORES) for activities that relate to the construction and operation of major renewable electric generating facilities undertaken pursuant to New York State Executive Law Article 6, Section 94-C.

iii. New York State Board on Electric Generation Siting and the Environment (Siting Board) for activities that relate to new and repowered or modified major electric generating facilities of 25 megawatts or more undertaken pursuant to PSL Article 10.

iv. U.S. Environmental Protection Agency (USEPA), as the certifying agency for the seven federally recognized Indian Nations in New York (Cayuga Nation, Onondaga Nation, Oneida Nation of Indians, Seneca Nation of Indians, Shinnecock Indian Nation, Tonawanda Seneca Nation, and Tuscarora Nation) for all activities occurring on these tribal lands.

v. Saint Regis Mohawk Tribe for all activities occurring on Saint Regis Mohawk Tribal land.

The New York State Department of Environmental Conservation (NYSDEC) has granted blanket WQC, for those activities not outlined above, provided that the project complies with **all** the General Conditions listed below in Section H. Where the Special Conditions differ from the General Conditions, the Special Conditions shall prevail.

Any party conducting proposing to conduct the activities authorized by this NWP where the WQC has been denied or that cannot comply with all of the NYSDEC WQC conditions must apply for and obtain an individual WQC or waiver thereof from the appropriate certifying authority. Refer to Section K below for agency contact information.

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 projects outside of Marine and Coastal District Waters (all tidal waters south of the Governor Mario M. Cuomo Bridge) within or affecting the NYS Coastal Area where the activities to be authorized primarily involve the repair/replacement in-place or landward of a lawful structure or fill, with no waterward expansion or increase in footprint;

- The NYSDOS concurs with the USACE' consistency determination for projects authorized by New York State Department of Environmental Conservation (DEC) under General Permit GP-0-20-004 Great Lakes Erosion Control General Permit;

- The NYSDOS concurs with the USACE' consistency determination for projects proposed solely within the artificial canals identified by NYSDOS at: https://new-york-opd-geographic-information-gateway-nysdos.hub.arcgis.com/apps/coastal-atlas/explore.

For activities that do not comply with the above conditions, the NYSDOS objects to the USACE' consistency determination and therefore, an individual consistency determination from NYSDOS is required for this NWP to be valid in the New York coastal area. Activities authorized pursuant to this Nationwide Permit shall be submitted to NYSDOS for review by the applicant. NYSDOS will review the proposed activities pursuant to 15 CFR Part 930 Subpart D. NYSDOS concurrence with an applicant's consistency certification shall not be presumed unless NYSDOS fails to concur with or object to an applicant's consistency certification within six (6) months of commencement of NYSDOS' review of an applicant's consistency certification and all necessary data and information in accordance with 15 CFR § 930.62 or § 930.63. See Section I below for further information.

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 or her 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 NWPs 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 Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. 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. Permittees 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 activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

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 designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical habitat unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding "activities that are reasonably certain to occur" and "consequences caused by the proposed action."

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). 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 species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, 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 species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) 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. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) 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 species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference 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 or conference 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 that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects 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) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places 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 (see 33 CFR 330.4(g)(1)). 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 commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or 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.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has 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. 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. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they 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, 52, 57 and 58 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 by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer

may authorize activities under these NWPs only after she or he determines 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) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-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. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-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. 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. If restoring riparian areas involves planting vegetation, only native species should be planted. 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)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(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 or federal, 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. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority 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)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. 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 CWA 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 authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot 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.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their

respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 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 review by, or 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 and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review 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. 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) (i) 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.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, 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 (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) 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 and intermittent 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 or 3/100-acre of stream bed 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 species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) 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 NWP activity that requires permission from, or review by, 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, or review by, the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. 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) 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 (iii) 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 NWPs, including the need for mitigation to ensure that 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 single and complete crossings of waters of the United States that require PCNs 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 of waters of the United States authorized by an NWP. If an applicant requests a waiver of an

applicable limit, as provided for in NWPs 13, 36, 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.

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 an 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 or 3/100-acre of stream bed, 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. 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 that 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), 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.

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.

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. The loss of stream bed includes the acres of stream bed that are permanently adversely affected by filling or excavation 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 or wetlands 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. 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: The term ordinary high water mark means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation,

the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has surface water flowing continuously year-round during a typical year.

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.

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 course 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 jurisdictional 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 NWPs, a waterbody is a "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)).

G. BUFFALO & 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: https://www.dec.ny.gov/chemical/8694.html. 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 U.S., 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 U.S., 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 U.S. 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).

11. 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.

G-B. CULVERTS

1. **ALL NEW OR REPLACEMENT CULVERTS IN STREAMS**, to the extent they are regulated, 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 a single 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. A bottomless culvert or bridge must be used to span the stream channel 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, which is generally equivalent to the width of the channel during the 2-year design storm.

b. Depth: To maintain low flow and aquatic life movement within culverts with a bottom, the culvert invert, including end sections, 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.

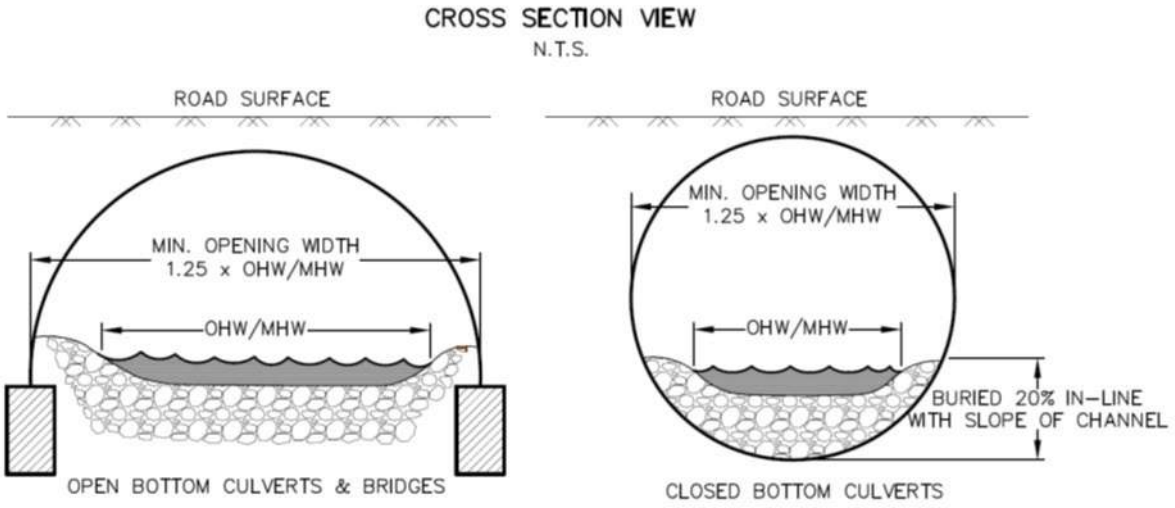
d. The culvert bed slope shall remain consistent with the slope of the adjacent stream channel.

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.

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.

Note 3: For further guidance on identification of the Ordinary High Water mark, please see Regulatory

Guidance Letter 05-05 available at: https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/Guidance-Letters/



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. Note: sections should

not be taken in the immediate vicinity of the structure as the channel width may be affected by the structure and not provide an accurate representation of the natural channel.

- 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 & #9 and would result in a less environmentally damaging practicable alternative (e.g. If compliance with any of the requirement(s) would result in detrimental impacts to the aquatic system then an alternate design should be proposed and a variance request submitted which outlines how compliance with the general conditions will be met.).

2. **ALL CULVERT REHABILITATION PROJECTS IN STREAMS**, to the extent they are regulated, not including culvert replacement projects (See 1 above), 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 GC #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 & # 9. (Potential evaluation methods to consider include: North Atlantic Aquatic Connectivity Collaborative (NAACC) (Note: Projects should not result in a reduction of the NAACC passability score by reducing passage or creating a barrier), US Forest Service Aquatic Organism Passage FishXing, 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 which will not be corrected by the proposed repair.

c. A PCN is required for any culvert rehabilitation project that includes a culvert which is not in compliance with GC #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 average ordinary high water channel width and 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:

> Edinger, G. J., D. J. Evans, S. Gebauer, T. G. Howard, D. M. Hunt, and A. M. Olivero (editors). 2014. *Ecological Communities of New York State*. Second Edition. A revised and expanded edition of Carol Reschke's Ecological Communities of New York State. New York Natural Heritage Program, New York State Department of Environmental Conservation, Albany, NY. This document is available at the following location: https://www.nynhp.org/ecological-communities/

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.
Buffalo District: https://www.lrb.usace.army.mil/Missions/Regulatory/New-York-Permit-Information/
New York District: https://www.nan.usace.army.mil/Missions/Regulatory/Obtaining-a-Permit/

2. Drawings: The PCN must include legible, 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 U.S. 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 should include a written narrative explaining how avoidance and minimization of temporary impacts and permanent losses of waters of the U.S. 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 U.S. from the proposed construction practices.

5. Mitigation (See General Conditions 23 & 32(b)(6)): The PCN should include at least a conceptual compensatory mitigation plan for all projects resulting in the loss of greater than 1/10th of an acre of wetlands and/or 3/100 th of an acre of stream. 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: https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/mitig_info/ 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.

Note 4: For additional information regarding natural stream channel design, please refer to https://www.epa.gov/cwa-404/natural-stream-channel-design-techniques-and-review for the Natural Stream Channel Design Techniques and Review Checklist as developed by U.S. EPA and U.S. Fish and Wildlife Service.

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. NRI river segments are potential candidates for inclusion in the National Wild and Scenic River System (See General Condition #16). 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:https://www.nps.gov/subjects/rivers/new-york.htm.

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 should include:

a) A written statement indicating if any such properties may be affected by the proposed project.
b) 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.
c) 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.
d) Copies of any available correspondence from federally recognized Indian Nations regarding historic properties that may be affected by the project.

e) 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.

f) 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 (EFH): 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 (See Note 2 below), 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:

1. a written statement and documentation concerning any Essential Fish Habitat (EFH) and any federally listed or proposed Threatened or Endangered (T&E) species or designated and/or proposed critical habitat that might be affected or located in the vicinity of the project (See Note 2 below).

2. an official T&E species list printed within 90 days of the PCN submission, and 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 T&E species on the project site. An applicant should use the USFWS Information for Planning and Consultation (IPAC) website (https://ecos.fws.gov/ipac) as the primary resource to determine if there may be listed Threatened or Endangered species. Information on NOAA-Fisheries (NMFS) species (both T&E and EFH) can be found at: https://www.greateratlantic.fisheries.noaa.gov/. Region-specific information on NMFS species (both T&E and EFH) can we found at: https://www.fisheries.noaa.gov/new-england-mid-atlantic/habitat-conservation/essential-fish-habitat-consultations-greater-atlantic-region. Region-specific ESA information can be found at: https://www.fisheries.noaa.gov/topic/consultations#endangered-species-act-consultations.

3. For projects where T&E species are listed, a discussion of potential T&E species habitat within the project site (See USFWS T&E website for species habitat information). https://www.fws.gov/office/new-york-ecological-services-field/new-york-project-reviews

4. If there is potential habitat for any T&E species within the project site the following, as applicable, shall be submitted:

i. 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.

ii. 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).

iii. 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).

iv. 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, substrate of stream, etc.).

v. 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.

vi. A description of conservation measures to avoid, minimize and/or mitigate impacts to listed species.

Note 1**:** There are no known T&E 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 T&E 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 websites for further guidance and information relating to regulatory permits & T&E species in New York, including protocols for defining 'vicinity' for the Indiana and Northern long-eared bats:

Buffalo District: https://www.lrb.usace.army.mil/Missions/Regulatory/New-York-Permit-Information/

New York District: https://www.nan.usace.army.mil/Missions/Regulatory/Nationwide-Permits/

Note 3**:** General Condition #18 is emphasized, … "For activities 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."**

Note 4: Where a PCN is required for Essential Fish Habitat consultation, refer to the following links for the Essential Fish Habitat Assessment Worksheet and Mapper utilized to inform the preparation of the worksheet:

- EFH Assessment Worksheet: https://www.fisheries.noaa.gov/new-england-mid-atlantic/habitat-conservation/essential-fish-habitat-assessment-consultations
- EFH Mapper: https://www.habitat.noaa.gov/apps/efhmapper/

Note 5: Where information is required for submerged aquatic vegetation (SAV) in the permit area

or within 50 feet of the proposed work, please utilize the following map data:

- NYS Department of State SAV data: https://opdgig.dos.ny.gov/datasets/esa-submerged-aquatic-vegetation/explore

- NYS GIS Clearinghouse (for SAV data in the Hudson River): https://opdgig.dos.ny.gov/datasets/hudson-river-estuary-documented-submerged-aquatic-vegetation/explore

9. PCNs should be submitted electronically, if possible, in accordance with the instructions provided on the Districts' websites. When submitted by hard copy, without an electronic submission, then multiple copies of the PCN must be provided as follows:

a) One (1) additional copy of the PCN package shall be provided to USACE for coordination with Department of Defense Siting Clearinghouse (See NWP # 39, 51, 52 & 57 Notes) for:
   i. overhead utility lines proposed under NWP #57 and
   ii. any activity that involves the construction of a wind energy generating structure, solar tower, or overhead transmission lines proposed under NWP #39, 51 or 52

b) 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.

c) 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. 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;
   iii. 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 (GC) #22, certain activities in Critical Resource Waters cannot be authorized under the NWP program or would require a PCN (see GC #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 waters of the United States 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 the following criteria must be met for culvert installations and replacements:

a. Culverts shall be designed to pass a storm event with an annual chance of 2% or less (i.e., 50-year storm event or greater) such that the water surface remains below the top of the inlet opening.
b. All culverts with closed bottoms and culvert pipes must be appropriately embedded. Round culverts must be installed so that at least 20% of the culvert's vertical height is embedded below the existing stream bed at the outlet end of the culvert.
c. Width of the structure must be a minimum of 1.25 times (1.25X) width of the Mean High-Water Channel.
d. The slope of the stream bed within or under the culvert shall remain consistent with the slope of the adjacent stream channel. For slopes greater than 3%, an open bottom culvert must be used.
e. This culvert must not be located under a roadway that provide sole access to "Critical Facilities"[2].
f. This certification does not authorize culvert rehabilitation projects that involve slip lining, invert paving, or similar treatments.
g. 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.

[2] Critical Facilities are defined as facilities designed for bulk storage of chemicals, petrochemicals, hazardous or toxic substances or floatable materials; hospitals, rest homes, correctional facilities, dormitories, patient care facilities; major power generation, transmission or substation facilities, except for hydroelectric facilities; major communications centers, such as civil defense centers; or major emergency service facilities, such as central fire and police stations. (See 6 NYCRR Part 502.4(a)(17).)

3. **Discharges and Disturbances Limits** - The following discharge and disturbance limits apply to this certification:
    a. For NWPs 5, 7, 13, 14, 15, 18, 19, 23, 25, 32, 34, 36, 37, 45, and 46, the following discharge limits apply:
        i. Temporary or permanent discharges of dredged or fill material into wetlands and other waters of the United States must not exceed ¼ acre;
        ii. Temporary or permanent impacts (i.e., loss) to stream beds, lake shorelines, and ocean shorelines must not exceed 300 linear feet; and
        iii. The discharge area limit under paragraph (a) plus the equivalent stream, lake, or ocean impact area limit under paragraph (b) must not exceed ¼ acre total.
    b. For NWPs 3, 4, 6, 20, 22, 27, 30, 31, 33, and 41, this certification authorizes discharges and disturbances up to the limit of the respective Nationwide Permit or regional conditions, whichever is most restrictive.
    c. 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** - Activities involving bulkheads are restricted as follows:
    a. This certification does not authorize the construction of new bulkheads or vertical walls.
    b. This certification does not authorize the waterward extension of existing bulkheads, except where minimally necessary to reface the bulkhead when in-place replacement is not feasible.
    c. 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, except for activities authorized by NWP 27.

6. **Dewatering** - Dewatering activities must be conducted in the following manner:
    a. 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.

b. 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.
c. Cofferdams or diversions shall not be constructed in a manner that causes or exacerbates erosion of the bed or banks of a waterbody.
d. 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. **Horizontal and Directional Drilling** - For projects that involve horizontal or directional drilling, the permittee must prepare and implement a plan that addresses prevention, containment and cleanup of inadvertent drilling fluid returns or “frac-outs”.

8. **Endangered or Threatened Species** - This certification does not authorize discharges likely to result in the take or taking of any species listed as endangered or threatened in 6 NYCRR Part 182.5 (a) or (b) or discharges likely to destroy or adversely modify the habitat of such listed species. To be eligible for coverage under this certification, 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 is not 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 NYSDEC website at https://www.dec.ny.gov/animals/38801.html.

9. **Rare Mollusks** - This certification does not authorize disturbances or discharges to waters of the United States that support mollusks listed as S-1 or S-2 on the New York State Natural Heritage database, unless NYSDEC staff have determined that the project location does not contain mussels listed as S-1 or S-2 on the Natural Heritage database.

10. **Prohibition Period for In-water Work** - In-water work is prohibited 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.

    Water classification values can be found on the NYSDEC’s Environmental Resource Mapper available on the Department’s website at https://gisservices.dec.ny.gov/gis/erm/. Applicants may also contact the Regional Fisheries Manager in the appropriate New York State Department of Environmental Conservation regional office to determine the classification of the water body and whether the prohibition period applies.

11. **Significant Coastal Fish and Wildlife Habitats** - This certification does not authorize any discharge occurring in a designated Significant Coastal Fish and Wildlife Habitat area pursuant to 19 NYCRR Part 602 (NYCRR, Title 19, Chapter XIII, Waterfront Revitalization of Coastal Areas and Inland Waterways). https://www.dos.ny.gov/opd/programs/consistency/scfwhabitats.html

12. **Coastal Erosion Hazard Areas** - This certification does not authorize projects that disturb greater than ¼ acre or 300 linear feet of waters of the United States within mapped Coastal Erosion Hazard Areas, as identified in New York State Environmental Conservation Law Article 34, and its implementing regulations, 6 NYCRR Part 505. https://www.dec.ny.gov/lands/86541.html

13. **Federal Energy Regulatory Commission** - This certification does not authorize activities regulated by the United States Federal Energy Regulatory Commission (FERC). An individual Section 401 Water Quality Certification from NYSDEC is required for all projects regulated by FERC.

14. **Preventing the Spread of 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.

15. **Utility Projects** - The following restrictions and conditions apply to activities involving utility projects:
    a. This certification does not authorize maintenance or other activities associated with hydroelectric power generation projects.
    b. This certification does not authorize the construction of substation facilities or permanent access roads in wetlands or within the Federal Emergency Management Agency mapped 100-year floodplain.
    c. 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.

16. **NYSDEC Emergency Authorizations** – This certification also applies to any regulated discharges to Waters of the U.S. covered under an NWP where NYSDEC makes a finding of emergency pursuant to New York States Uniform Procedures Act regulations at 6 NYCRR § 621.12. Such a finding may also, but is not required to, include NYSDEC emergency authorizations under ECL Article 15, Title 5 (Protection of Waters), Article 15, Title 27 (Wild, Scenic, and Recreational Rivers),Article 24 (Freshwater Wetlands), Article 25 (Tidal Wetlands) or Article 34 (Coastal Erosion Management). Where such certification Is granted, only NYSDEC General WQC Conditions 1, 4, 5, and 6 shall apply.

17. **NYSDEC General Permits** – This certification also applies to any regulated discharges to Waters of the U.S. covered under an NWP where NYSDEC issues project authorization under a general permit pursuant to ECL Article 15, Title 5 (Protection of Waters), Article 15, Title 27 (Wild, Scenic, and Recreational Rivers), Article 24 (Freshwater Wetlands), Article 25 (Tidal Wetlands), or Article 34 (Coastal Erosion Management). Where such certification is granted, all other NYSDEC General WQC Conditions shall not apply.

18. **NYSDEC Individual Permits** – This certification also applies to any regulated discharges to Waters of the U.S. covered under an NWP where NYSDEC issues individual project authorization pursuant to ECL Article 15, Title 5 (Protection of Waters), Article 15, Title 27 (Wild, Scenic, and Recreational Rivers), Article 24 (Freshwater Wetlands), Article 25 (Tidal Wetlands), or Article 34 (Coastal Erosion Management). Where such certification is granted, all other NYSDEC General WQC Conditions shall not apply.

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, as outlined in the specific NWP listing in Section B above, the applicant must submit a request for an individual consistency determination to NYSDOS.

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.

- For additional information regarding the NYSDOS Coastal Zone Management program, their application forms, and requirements, please contact NYSDOS. See Section K for NYSDOS contact information.

J. INFORMATION ON NATIONWIDE PERMIT VERIFICATION

Verification of the applicability of these Nationwide Permits is valid until March 14, 2026, 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 ensure that the project complies with their requirements.

K. AGENCY CONTACT INFORMATION

NYS Board on Electric Generation Siting and the Environment (Siting Board)
Three Empire State Plaza
Albany, NY 12223-1350
(518) 949-0798
Email: Houtan.Moaveni@dps.ny.gov
www.dps.ny.gov/SitingBoard

NYS Department of Environmental Conservation
www.dec.ny.gov

NYS DEC REGION 1
Regional Permit Administrator
SUNY @ Stony Brook
50 Circle Road
Stony Brook, NY 11790-3409
(631) 444-0365

NYS DEC REGION 2
Regional Permit Administrator
1 Hunter's Point Plaza
47-40 21st Street
Long Island City, NY 11101-5407
(718) 482-4997

NYS DEC REGION 3
Regional Permit Administrator
21 South Putt Corners Road
New Paltz, NY 12561-1620
(845) 256-3054

NYS DEC REGION 4
Regional Permit Administrator
1130 North Westcott Road
Schenectady, NY 12306-2014
(518) 357-2069

NYS DEC REGION 4 Sub-Office
Deputy Regional Permit Administrator
65561 State Hwy 10
Stamford, NY 12167-9503
(607) 652-7741

NYS DEC REGION 5
Regional Permit Administrator
PO Box 296
1115 Route 86
Ray Brook, NY 12977-0296
(518) 897-1234

NYS DEC REGION 5 Sub-Office
Deputy Regional Permit Administrator
PO Box 220
232 Golf Course Rd
Warrensburg, NY 12885-0220
(518) 623-1281

NYS DEC REGION 6
Regional Permit Administrator
317 Washington Street
Watertown, NY 13601-3787
(315) 785-2245

NYS DEC REGION 6 Sub-Office
Deputy Regional Permit Administrator
207 Genesee Street, Room 1404
Utica, NY 13501-2885
(315) 793-2555

NYS DEC REGION 7
Regional Permit Administrator
615 Erie Blvd. West, Room 206
Syracuse, NY 13204-2400
(315)426-7438

NYS DEC REGION 8
Regional Permit Administrator
6274 E. Avon - Lima Road
Avon, NY 14414-9519
(585) 226-5400

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, Suite 3
Allegany, NY 14706-1328
(716) 372-0645

NYS Department of Public Service (NYS DPS)
Three Empire State Plaza
Albany, NY 12223-1350
(518) 949-0798
Email: Houtan.Moaveni@dps.ny.gov
www.dps.ny.gov

NYS Department of State (NYSDOS)
Office of Planning, Development
And Community Infrastructure
Consistency Review Unit
One Commerce Plaza
99 Washington Avenue, Suite 1010
Albany, NY 12231-00001
(518) 474-6000
Email: cr@dos.ny.gov
https://www.dos.ny.gov/opd/programs/consistency/index.html

NYS Office of Renewable Energy Siting (ORES)
Empire State Plaza
240 State Street
P-1 South, J Dock
Albany, NY 12242
(518) 949-0798
Email: Houtan.Moaveni@ores.ny.gov
www.ores.ny.gov

Saint Regis Mohawk Tribe
Water Resources Program
449 Frogtown Road
Akwesasne, NY 13655
www.srmt-nsn.gov

Seneca Nation
Environmental Protection Department
84 Iroquois Drive
Irving, NY 14081
(716) 532-2546

US Army Corps of Engineers

(For DEC Regions 1, 2 and 3)
US Army Corps of Engineers, NY District (NAN)
ATTN: Regulatory Branch, Room 16-406
26 Federal Plaza
New York, NY 10278-0090
For DEC Regions 1 & 2 - (917) 790-8511
For DEC Region 3 - (917) 790-8411
Email: CENAN-PublicNotice@usace.army.mil

(For DEC Regions 4, 5)
US Army Corps of Engineers, NY District (NAN)
Upstate Regulatory Field Office
ATTN: CENAN-OP-RU, Bldg. 10, 3rd Floor North
1 Buffington Street, Watervliet Arsenal
Watervliet, NY 12189-4000
(518) 266-6350 - Permits Processing Team
(518) 266-6360 - Compliance & Enforcement Team
Email: cenan.rfo@usace.army.mil

NAN Electronic Application Email:
CENAN-R-Permit-App@usace.army.mil

NAN website:
http://www.nan.usace.army.mil/Missions/Regulatory/

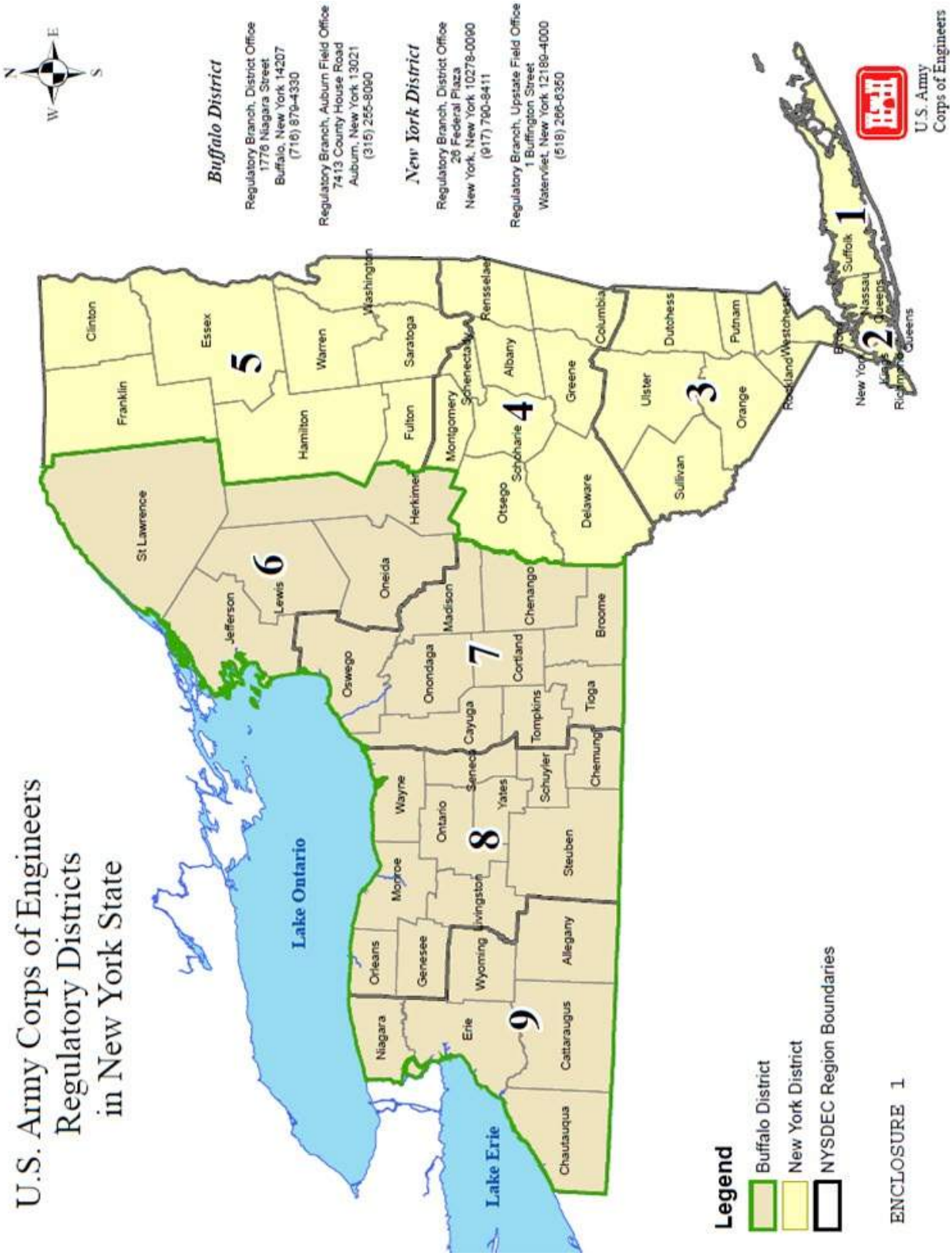
(For DEC Regions 6, 7, 8, 9)
US Army Corps of Engineers,
Buffalo District (LRB)
ATTN: Regulatory Branch
478 Main St
Buffalo, NY 14202
(716) 879-4330

LRB Electronic Application Email:
LRB.NewYork.RegActions@usace.army.mil

LRB website**:**
www.lrb.usace.army.mil/Missions/Regulatory/

US Environmental Protection Agency Region 2
Wetlands Protection Section
290 Broadway, 24th Floor
New York, NY 10007
212-637-3838
Email: Region2_CWA404@epa.gov

ENCLOSURE 1


U.S. Army Corps of Engineers
Regulatory Districts
in New York State
Buffalo District
Regulatory Branch, District Office
1776 Niagara Street
Buffalo, New York 14207
(716) 879-4330
Regulatory Branch, Auburn Field Office
7413 County House Road
Auburn, New York 13021
(315) 255-8060
New York District
Regulatory Branch, District Office
26 Federal Plaza
New York, New York 10278-0090
(917) 790-8411
Regulatory Branch, Upstate Field Office
1 Buffington Street
Watervliet, New York 12189-4000
(518) 266-6350
U.S. Army
Corps of Engineers
Lake Ontario
Lake Erie
Clinton
Essex
Franklin
Hamilton
Warren
Washington
Saratoga
Fulton
Montgomery
Schenectady
Rensselaer
Albany
Columbia
Greene
Delaware
Otsego
Schoharie
Herkimer
St Lawrence
Jefferson
Lewis
Oneida
Madison
Chenango
Broome
Oswego
Onondaga
Cortland
Tioga
Cayuga
Tompkins
Seneca
Schuyler
Chemung
Wayne
Ontario
Yates
Steuben
Monroe
Livingston
Wyoming
Allegany
Orleans
Genesee
Niagara
Erie
Cattaraugus
Chautauqua
Ulster
Dutchess
Putnam
Orange
Rockland
Westchester
Sullivan
Suffolk
Nassau
Queens
Kings
Richmond
Bronx
New York
1
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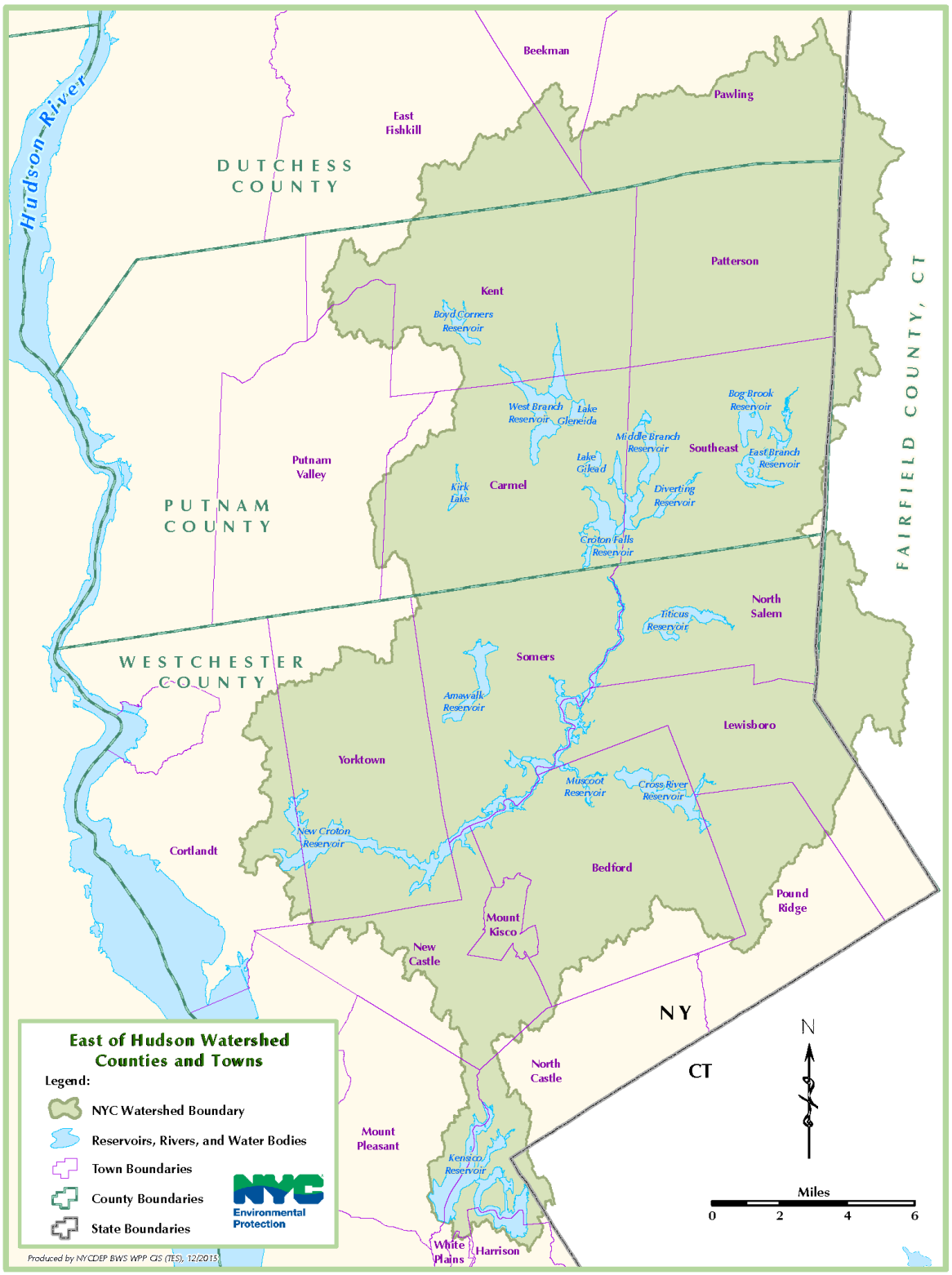
Legend
Buffalo District
New York District
NYSDEC Region Boundaries
ENCLOSURE 1

ENCLOSURE 2


Hudson River
DUTCHESS COUNTY
PUTNAM COUNTY
WESTCHESTER COUNTY
FAIRFIELD COUNTY, CT
NY
CT
Beekman
Pawling
East Fishkill
Patterson
Kent
Bord Corners Reservoir
West Branch Reservoir
Lake Gleneida
Bog Brook Reservoir
Middle Branch Reservoir
Southeast
East Branch Reservoir
Lake Gilead
Putnam Valley
Kirk Lake
Carmel
Diverting Reservoir
Croton Falls Reservoir
North Salem
Titicus Reservoir
Somers
Amawalk Reservoir
Lewisboro
Yorktown
Muscoot Reservoir
Cross River Reservoir
New Croton Reservoir
Cortlandt
Bedford
Pound Ridge
Mount Kisco
New Castle
North Castle
Mount Pleasant
Kensico Reservoir
White Plains
Harrison
East of Hudson Watershed
Counties and Towns
Legend:
NYC Watershed Boundary
Reservoirs, Rivers, and Water Bodies
Town Boundaries
County Boundaries
State Boundaries
NYC Environmental Protection
Produced by NYCDEP BWS WPP GIS (TES), 12/2015
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ENCLOSURE 3

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK NEW YORK 10278-0090

REPLY TO
ATTENTION OF

REGULATORY BRANCH Attn:_____

Commercial Mooring Buoy Application Additional Information

Permit Application Number NAN-_____

Company Name: _____ Phone: _____
Attn: _____
Address: _____

Initial☐Renewal☐
If Renewal, USCG Permit No._____

Purpose: _____

LOCATION OF MOORING:

Anchorage: _____ Chart: _____ On Scene Depth (ft.):_____

Position*:_____ N _____ W

MOORING BUOY DATA:

No. of anchors: _____ Lbs. per anchor: _____ Type: _____

Chain size (in.):_____ Scope (yds.):_____

Pennant length (yds.):_____ Circ. /dia. (in.):_____ Type: _____

VESSEL/BARGE DATA:

Max size (LxBxD):_____x_____x_____ Max No. of barges: _____

Configuration (# abreast x # astern):____x____ Watch circle** (yds.):_____

Swing Radius (yards):_____

* Please provide a copy of the NOAA chart showing your proposed mooring buoy location and the swing radius; also identify the Anchorage Ground, if applicable

** Watch Circle =$\sqrt{(length\ of\ scope)^2 - (water\ depth)^2}$
Swing Radius =$(Watch\ circle) + (Barge(s)\ length\ astern) + \left(Pendant\ length(s)\right) + (10\%\ of\ swing\ radius)$. You must maintain an additional 10% of your Swing Radius from any adjacent mooring buoy Swing Radius for safety and maneuvering.

ENCLOSURE 4

Incident Report of Sea Turtle Take
U.S. Army Corps of Engineers, New York District

Date _____ Time (specimen found) _____

Species Taken: Loggerhead Kemp's ridley Leatherback
Green Unknown turtle Other
(*please circle and describe how specimen was identified in Comments*)

Animal: Alive / Dead (*please circle*)
Specimen Decomposition: FRESH SLIGHTLY MODERATELY SEVERELY
Approximate length _____ Approximate width _____
(*please designate cm/m or inches*)

Condition of specimen/description of animal
_____
_____
_____

Animal tagged: YES / NO (*please circle and record all tag numbers*)
Tag # _____

Photograph attached: YES / NO (*please circle*)
(*please label species, date, geographic site and name on photo back*)

Fate of animal _____

Geographic Site _____
Location: Lat/Long _____
Approx. depth of gear _____

Location where animal found (*leader, anchor line, buoy line, etc.*)
_____
_____

Thickness and type of line (*if applicable*) _____
Mesh size and type of net (*if applicable*) _____
Debris in gear? _____

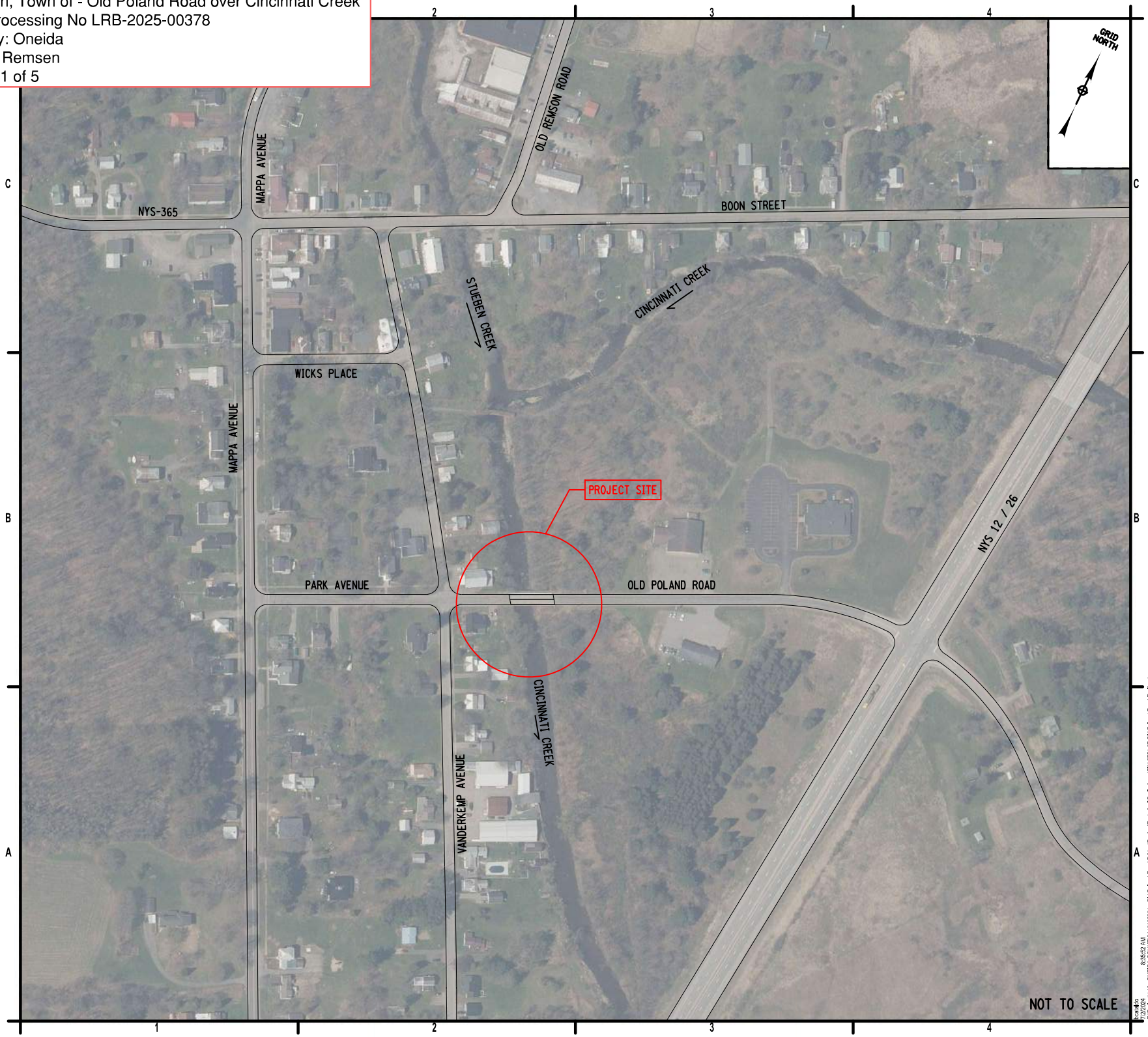
Weather conditions _____
_____
Water temp: Surface _____ Below midwater (*if known*) _____
Tide state (Ebb or Flood) _____
Entanglement on downcurrent or upcurrent side of net? _____

Comments/other (*include justification on how species was identified*)
_____
_____
_____

Observer's Name _____ Permit # _____

Notwithstanding any other provision of the law, no person is required to respond to, nor shall any person by subject to a penalty for failure to comply with, a collection of information subject to the requirements of the Paperwork Reduction Act, unless that collection of information displays a currently valid Office of Management and Budget Control Number.

Trenton, Town of - Old Poland Road over Cincinnati Creek
D/A Processing No LRB-2025-00378
County: Oneida
Quad. Remsen
Sheet 1 of 5



C&S COMPANIES®
C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com

REPLACEMENT OF OLD POLAND ROAD OVER CINCINNATI CREEK

TOWN OF TRENTON
ONEIDA COUNTY, NEW YORK

PIN 2754.67
BIN 2205960
LD0400485

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: 146.168.001
DATE: JUNE 2023
DRAWN BY: BTC
DESIGNED BY: BTC
CHECKED BY: JFC

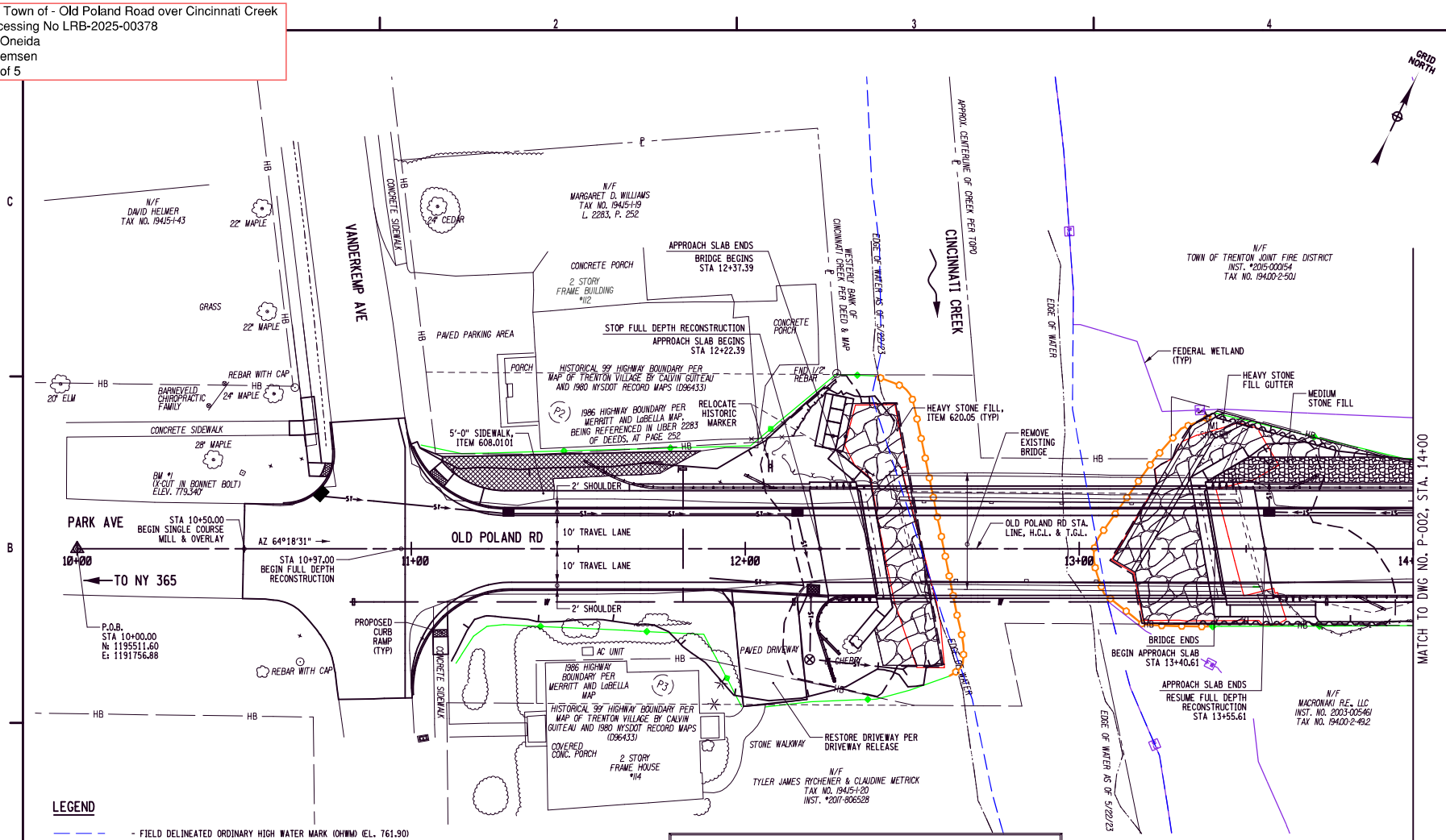
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

PROJECT SITE MAP

SM-01

Copyright ©

Trenton, Town of - Old Poland Road over Cincinnati Creek
D/A Processing No LRB-2025-00378
County: Oneida
Quad. Remsen
Sheet 2 of 5



LEGEND

- FIELD DELINEATED ORDINARY HIGH WATER MARK (OHWM) (EL. 761.90)
- IMPACT AREA BELOW ORDINARY HIGH WATER (OHW) ELEVATION
- CUT/FILL LIMIT
- SILT FENCE
- FEDERAL DELINEATED WETLAND
- TURBIDITY CURTAIN

PROPOSED WETLAND DISTURBANCE AREA

0.000 AC

15 0 15 30

FILL VOLUMES BELOW OHWM

LOCATION	FILL VOLUME (CY)	BEDDING MATERIAL (CY)	HEAVY STONE FILL (CY)	CONCRETE CY)
WEST ABUTMENT	0.0	8.5	23.4	0.0
EAST ABUTMENT	69.6	29.9	72.2	25.2

WATERS OF THE U.S. IDENTIFICATION & IMPACT TABLE

WATERS OF THE US IDENTIFICATION	PLAN SHEET NUMBER	JURISDICTION	TOTAL SIZE WITHIN PROJECT AREA REVIEW	EXCAVATION VOLUME BELOW OHWM/MHWL	FILL AREA BELOW OHWM/MHWL	COWARDIN CLASSIFICATION	NYSDEC STREAM CLASSIFICATION
CINCINNATI CREEK	P-001	STATE/FEDERAL	LENGTH = 80 FT OHWM/MHW = 53 FT AREA = 4,240 SF (0.10 AC)	232 CY 2,722 SF (0.06 AC)	229 CY 2,722 SF (0.06 AC)	RIVERINE	C(T)

ENVIRONMENTAL PERMIT

C&S COMPANIES®
C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com

ONEIDA COUNTY NEW YORK 1798

REPLACEMENT OF OLD POLAND ROAD OVER CINCINNATI CREEK

TOWN OF TRENTON ONEIDA COUNTY, NEW YORK

PIN 2754.67
BIN 2205960

LD040485

MARK	DATE	DESCRIPTION

REVISIONS

PROJECT NO: 146.168.001
DATE: APRIL 2025
DRAWN BY: B. CATALDO
DESIGNED BY: B. CATALDO
CHECKED BY: J. CRAIG

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

CIVIL

ROADWAY PLAN (1 OF 3)

P-001
SHEET 01 OF 05

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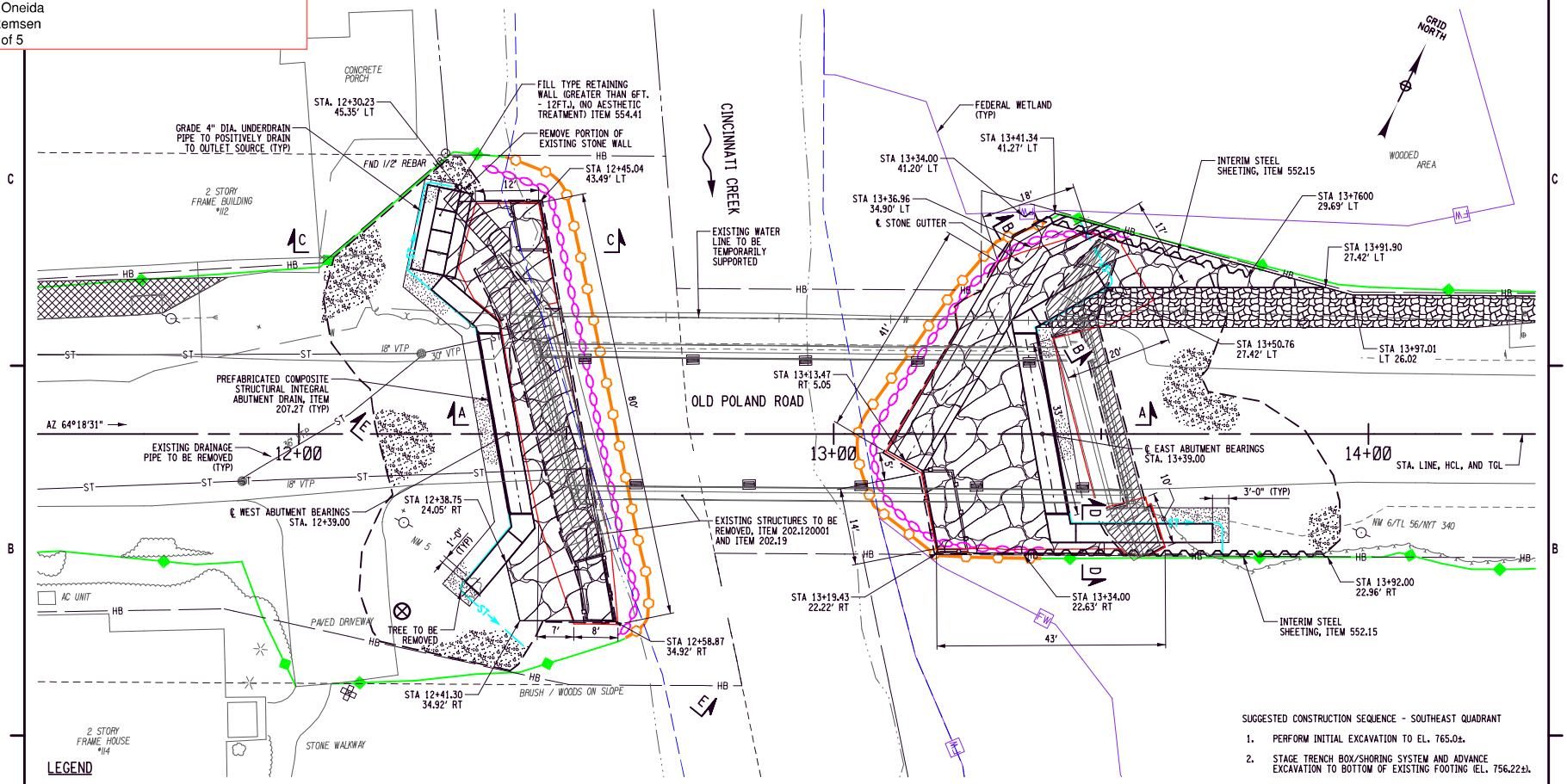
Trenton, Town of - Old Poland Road over Cincinnati Creek
D/A Processing No LRB-2025-00378
County: Oneida
Quad. Remsen
Sheet 3 of 5



EXCAVATION AND EMBANKMENT PLAN

10 0 10 20

LEGEND

- SELECT STRUCTURE FILL (ITEM 203.21), COMPACTED TO 95% OF STANDARD PROCTOR MAXIMUM DENSITY
- EMBANKMENT IN PLACE (ITEM 203.03)
- PREFABRICATED COMPOSITE INTEGRAL ABUTMENT DRAIN (ITEM 207.27)
- AREA ENCLOSED WITHIN THESE LINES DESIGNATES PAYMENT LINES FOR STRUCTURE EXCAVATION (ITEM 206.01)
- SILT FENCE - TEMPORARY (ITEM 209.13)
- TURBIDITY CURTAIN (ITEM 209.1501)
- COFFERDAMS (TYPE 2), ITEM 553.02000X
- AREA ENCLOSED WITHIN THESE LINES DESIGNATES PAYMENT LINES FOR TRENCH & CULVERT EXCAVATION (ITEM 206.0201)
- FIELD DELINEATED ORDINARY HIGH WATER MARK (OHWM) (EL. 761.90)
- IMPACT AREA BELOW ORDINARY HIGH WATER (OHW) ELEVATION
- CUT/FILL LIMIT
- UNDERDRAIN PIPE, 4" DIAMETER (ITEM 605.1701)
- FEDERAL DELINEATED WETLAND
- STONE FILLING (MEDIUM) (ITEM 620.04)
- STONE FILLING (HEAVY) (ITEM 620.05)
- REMOVAL OF SUBSTRUCTURES (ITEM 202.19)

HYDRAULIC DATA			
DRAINAGE AREA = 44.5 SQ. MI.		BASE FLOOD	DESIGN FLOOD
RECURRENCY INTERVAL (YRS)		100	50
PEAK DISCHARGE (FT^3/S)		6,840	6,000
HIGHWATER ELEVATION AT POINT OF MAX BACKWATER (FT)	EXISTING	769.57	769.01
	PROPOSED	769.21	768.73
AVG. VELOCITY THRU STRUCTURE @ DESIGN FLOOD =____ ft/s		9.47	8.91

SCOUR ANALYSIS	MINIMUM CHANNEL EL. 760.02 FT.			
	Q_{100} SCOUR DEPTH (FT.)	Q_{100} SCOUR EL. (FT.)	Q_{500} SCOUR DEPTH (FT.)	Q_{500} SCOUR EL. (FT.)
BEGIN ABUTMENT	17.93	742.09	17.71	742.31
PIER	N/A	N/A	N/A	N/A
END ABUTMENT	14.32	745.70	17.32	742.70

SCOUR DEPTH IS MEASURED FROM MINIMUM CHANNEL ELEVATION

NOTES:

1. SEE DWG. NO. P-005 FOR SECTION A-A, B-B, AND C-C. SEE DWG. NO. P-006 FOR SECTION D-D AND E-E.
2. OVERHEAD UTILITIES NOT SHOWN FOR CLARITY.

SUGGESTED CONSTRUCTION SEQUENCE - SOUTHEAST QUADRANT

1. PERFORM INITIAL EXCAVATION TO EL. 765.0±.
2. STAGE TRENCH BOX/SHORING SYSTEM AND ADVANCE EXCAVATION TO BOTTOM OF EXISTING FOOTING (EL. 756.22±).
3. REMOVE SOUTHEAST WINGWALL.
4. INSTALL INTERIM STEEL SHEETING.
5. COMPLETE SE WINGWALL CONSTRUCTION.
6. BACKFILL ON FRONT FACE OF SE WINGWALL.
7. CUT STEEL SHEETING TO A MINIMUM OF 3.25 FT. BELOW FINISHED GRADE.
8. RESTORE FINISHED SURFACE.

ENVIRONMENTAL PERMIT

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Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com

REPLACEMENT OF OLD POLAND ROAD OVER CINCINNATI CREEK
TOWN OF TRENTON
ONEIDA COUNTY, NEW YORK
PIN 2754.67
BIN 2205960
LD040485

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: 148,168.001
DATE: APRIL 2025
DRAWN BY: M. MIECZKOWSKI
DESIGNED BY: M. MIECZKOWSKI
CHECKED BY: J. CRAIG

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

STRUCTURAL

EXCAVATION AND EMBANKMENT PLAN

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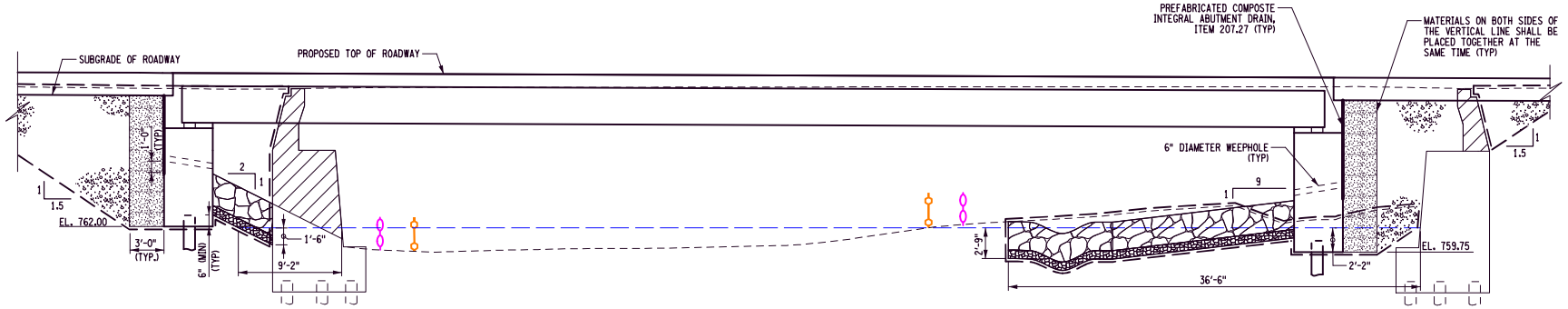
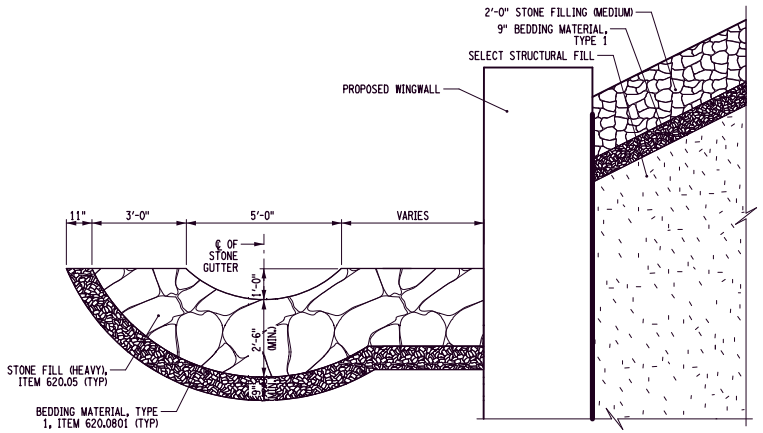
Trenton, Town of - Old Poland Road over Cincinnati Creek
D/A Processing No LRB-2025-00378
County: Oneida
Quad. Remsen
Sheet 4 of 5



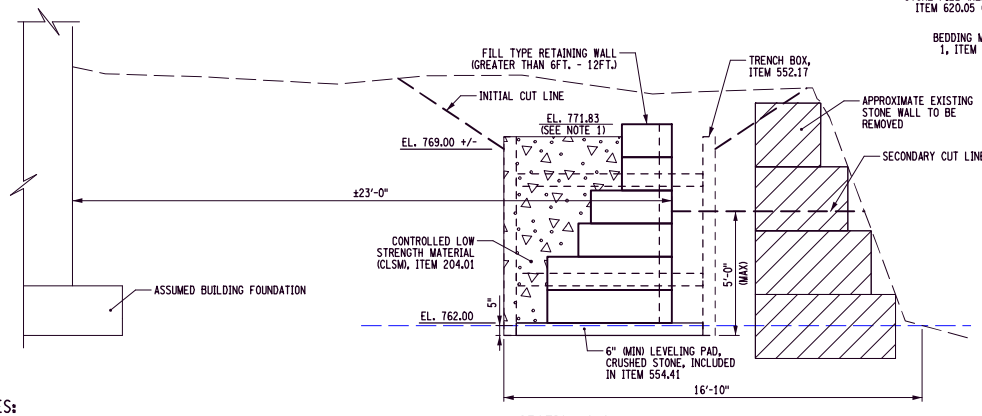
SECTION A-A

LEGEND

- SELECT STRUCTURE FILL (ITEM 203.21), COMPACTED TO 95% OF STANDARD PROCTOR MAXIMUM DENSITY
- EMBANKMENT IN PLACE (ITEM 203.03)
- STONE FILLING (MEDIUM) (ITEM 620.04)
- STONE FILLING (HEAVY) (ITEM 620.05)
- BEDDING MATERIAL, TYPE 1 (ITEM 620.0801)
- CONTROLLED LOW STRENGTH MATERIAL (CLSM) (ITEM 204.01)
- PREFABRICATED COMPOSITE INTEGRAL ABUTMENT DRAIN (ITEM 207.27)
- AREA ENCLOSED WITHIN THESE LINES DESIGNATES PAYMENT LINES FOR STRUCTURE EXCAVATION (ITEM 206.01)
- TURBIDITY CURTAIN (ITEM 209.1501)
- COFFERDAMS (TYPE 2), ITEM 553.02000X
- AREA ENCLOSED WITHIN THESE LINES DESIGNATES PAYMENT LINES FOR TRENCH & CULVERT EXCAVATION (ITEM 206.0201)
- FIELD DELINEATED ORDINARY HIGH WATER MARK (OHWM) (EL. 761.90)



SECTION B-B



SECTION C-C

NOTES:

1. CONTRACTOR SHALL VERIFY LENGTH AND HEIGHT OF FILL TYPE RETAINING WALL, ITEM 554.41. THE WALL SHALL TIE INTO THE PROPOSED WINGWALL AND EXISTING STONE WALL. FOR ESTIMATING PURPOSES, IT IS ASSUMED THE WALL WILL BE 16'-0" LONG AND 9'-10" TALL.

SUGGESTED EXCAVATION SHORING SEQUENCE (NW QUADRANT):

1. PERFORM INITIAL EXCAVATION TO ELEV. 769 +/-.
2. STAGE TRENCH BOX/SHORING SYSTEM AND ADVANCE EXCAVATION TO BOTTOM OF FOOTING.
3. PLACE A MINIMUM OF 6 INCHES OF CRUSHED STONE LEVELING PAD.
4. INSTALL MANUFACTURER'S BLOCK WALL SYSTEM INSIDE TRENCH BOX (BLOCK WALL TO BE LEFT IN PLACE).
5. EXCAVATE TO ELEV. 767 +/- ON STREAM SIDE OF TRENCH BOX.
6. PLACE CONTROLLED LOW STRENGTH MATERIAL (CLSM) BEHIND THE NEW BLOCK WALL INSIDE TRENCH BOX. REMOVE TRENCH BOX SIMULTANEOUSLY. CLSM BACKFILL IN LIFTS MAY BE REQUIRED.
7. COMPLETE EXCAVATION TO BEDROCK FOR NW WINGWALL CONSTRUCTION.
8. COMPLETE NW WINGWALL CONSTRUCTION.
9. BACKFILL BETWEEN NEW NW WINGWALL AND BLOCK WALL TO REMAIN WITH SELECT STRUCTURAL FILL WITHIN 3 FT. ON FINISHED GRADE.
10. RESTORE FINISHED SURFACE.

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ONEIDA COUNTY 1798 NEW YORK

PIN 2754.67
BIN 2205960

REPLACEMENT OF OLD POLAND ROAD OVER CINCINNATI CREEK
TOWN OF TRENTON
ONEIDA COUNTY, NEW YORK

LD040485

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: 146.168.001
DATE: APRIL 2025
DRAWN BY: M. MIECZKOWSKI
DESIGNED BY: M. MIECZKOWSKI
CHECKED BY: J. CRAIG

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STRUCTURAL

EXCAVATION AND EMBANKMENT DETAILS (1 OF 2)

P-005
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D/A Processing No LRB-2025-00378
County: Oneida
Quad. Remsen
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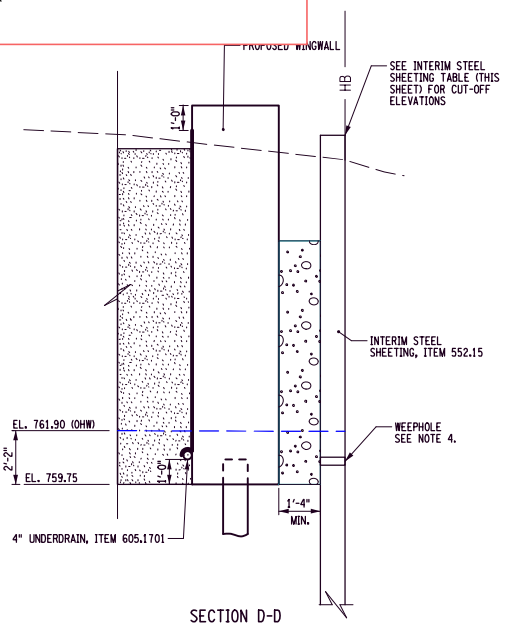
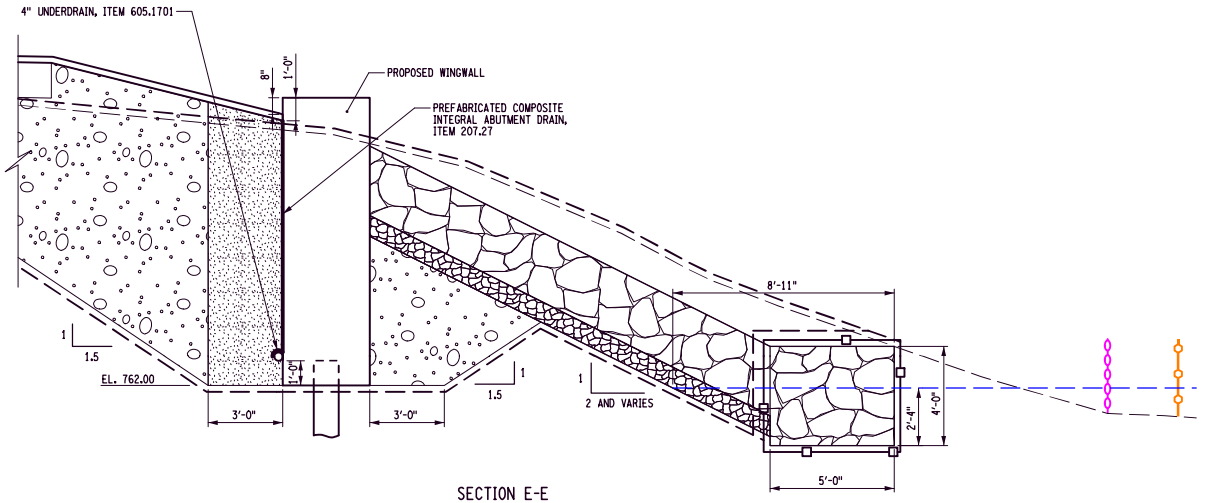


SECTION D-D



SECTION E-E

ITEM 552.15 - INTERIM STEEL SHEETING (SF)								
BEGIN STATION	END STATION	BEGIN OFFSET	END OFFSET	MIN. TOE EMBEDMENT	MIN REQUIRED SECTION MODULUS (CU. IN.)	BEGIN CUT-OFF ELEVATION (FT.)	END CUT-OFF ELEVATION (FT.)	ESTIMATED SHEET PILE LENGTH (FT.)
13+34.00	13+76.00	41.20' LT	29.69' LT	EL. 736.50	24.0	EL. 766.00	EL. 772.00	VARIES 29.5 TO 35.5
13+34.00	13+92.00	22.63' RT	22.96' RT	EL. 736.00	30.2	EL. 766.50	EL. 774.20	VARIES 38.2 TO 40.5

LEGEND

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- COFFERDAMS (TYPE 2), ITEM 553.02000X
- FIELD DELINEATED ORDINARY HIGH WATER MARK (OHWM) (EL. 761.90)

±

SHEETING NOTES:

1. SHEETING IS DESIGNED FOR THE DRAINED CONDITION.
2. A SURCHARGE LOAD OF 250 LB/FT² (MINIMUM) IS ASSUMED AT THE TOP OF THE WALL.
3. THE CONTRACTOR SHALL PLACE 3 INCH DIAMETER WEEP HOLES AT ± 10 FT. SPACINGS AT ELEVATION 760.75
4. THE MINIMUM SHEETING THICKNESS REQUIRED SHALL BE 0.375 IN.

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REPLACEMENT OF OLD POLAND ROAD OVER CINCINNATI CREEK

TOWN OF TRENTON
ONEIDA COUNTY, NEW YORK

LD040485

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: 146.168.001
DATE: APRIL 2025
DRAWN BY: M. MIECZKOWSKI
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EXCAVATION AND EMBANKMENT DETAILS (2 OF 2)

P-006
SHEET XX OF XX

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PERMIT
Under the Environmental Conservation Law (ECL)

GENERAL PERMIT GP-0-20-002
Stream Activities General Permit

Permittee and Facility Information

Permit Issued To:
TOWN OF TRENTON
8520 Old Poland Rd
BARNEVELD, NY 13304-0206
(315) 896-2664

Facility:
Old Poland Rd at Cincinnati Creek
Old Poland Rd
Trenton, NY 13304

Facility Application Contact:
JUSTIN STRONG
C&S ENGINEERS
499 COL EILEEN COLLINS BLVD
SYRACUSE, NY 13212
(315) 703-4120

Applicable DEC Region(s): ALL

General Permit Authorized Activity: This general permit authorizes the activities listed below that occur within regulated streams and rivers, in accordance with the special and general conditions included in this permit, and the project-specific plans approved by Department countersignature to this permit.

When Department approval is obtained by countersignature to this permit, one or more of the following activities may be authorized by this general permit:

1. In-place repair, replacement or re-setting of existing culverts and bridges.
2. Installation of a single new culvert or bridge to serve a single-family residence on an approved building lot, with no impact to state-regulated freshwater wetlands or adjacent areas;
3. In-place repair and replacement of existing bank stabilization structures.
4. Bank stabilization up to 500 linear feet using vegetation-based or bioengineering techniques (e.g., toe-wood structures, fascines, root-wads, brush mattresses, live-staking, etc.).
5. Bank stabilization up to 150 linear feet using rip-rap or similar materials, where use of vegetation-based or bioengineering techniques are not feasible.
6. Installation or repair of in-stream grade control structures consisting of rock or other natural materials (e.g., j-hooks, rock vanes, rock riffles, etc.).
7. Debris, gravel, and streambed material removal not exceeding 100 linear feet of the water course to remove blockages and restore natural stream channel dimensions and flows.
8. Installation or maintenance of dry hydrants for fire protection.
9. Repair of existing utility lines and associated structures (e.g., water, sewer, telecommunications, etc.).
10. Repair or installation of utility lines to serve a single-family, two-family, or three-family residence.

11. Temporary access or dewatering measures necessary to complete other activities authorized by this general permit.
12. Maintenance or repair of existing boat ramps, and access sites.

Facility Location: in TRENTON in ONEIDA COUNTY **Village:** Barneveld
Facility Principal Reference Point: NYTM-E: 484.8042712994871 NYTM-N: 4791.1357471808
Project Location: Old Poland Rd. at Cincinnati Creek

Specific Activities Authorized for this Permit: Replacement of exising bridge. A prestressed adjacent box beam superstructure and cast-in-place concrete abutments will be constructed. Wingwalls backfilled using structural backfill on steel h-piles with heavy stone fill will be placed at the edge of the creek. A total of 232 cubic yards (2,722 SF, 0.06 Acres) will be excavated and 229 cubic yards (2,722 SF, 0.06 Acres) will be replaced below the OHWM. Specification B in Condition #11 *Time of Year Restriction - Fisheries* applies to this permit.

Permit Authorizations

Excavation & Fill in Navigable Waters - Under Article 15, Title 5
Permit ID 6-3058-00127/00001
New Permit Effective Date: 7/23/2025 Expiration Date: 5/20/2026
Freshwater Wetlands - Under Article 24
Permit ID 6-3058-00127/00002
New Permit Effective Date: 7/23/2025 Expiration Date: 5/20/2026
Stream Disturbance - Under Article 15, Title 5
Permit ID 6-3058-00127/00003
New Permit Effective Date: 7/23/2025 Expiration Date: 5/20/2026

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

General Permit Authorized by
Permit Administrator: SCOTT E SHEELEY , Chief Permit Administrator
Address: NYSDEC Headquarters
625 Broadway
Albany, NY 12233

Date: 05/21/2021

This permit is not effective without the signature below:

Validation under this General Permit

Authorized By: TODD J PHILLIPS , Deputy Regional Permit Administrator
Address: NYSDEC Region 6 Utica Sub-Office
State Office Bldg - 207 Genesee St
Utica, NY 13501-2885

Authorized Signature: Todd J Phillips Date 7/23/2025

Distribution List

JUSTIN STRONG
US ARMY CORPS OF ENGINEERS - BUFFALO DISTRICT
Law Enforcement
Town of Trenton

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Permit Attachments

Drawings/Blueprints	4/11/2025
Site Plan	4/11/2025
Permit Sign	

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: EXCAVATION & FILL IN NAVIGABLE WATERS; FRESHWATER WETLANDS; STREAM DISTURBANCE

1. **State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

2. **State Not Liable for Damage** The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

3. **State May Order Removal or Alteration of Work** If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

4. **Request for Authorization** Prior to the use of this General Permit for a project, the Applicant must submit a Joint Application Form with the required attachments to the Regional Permit Administrator. On review of the project NYSDEC will determine if the project can be authorized under this General Permit. No work is authorized until the Applicant receives the countersigned General Permit containing a description of the specific activities authorized. NYSDEC retains the right to exclude a proposed activity from authorization under this General Permit and require the Applicant to obtain an individual permit.

5. **Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by the applicant or their agent and are attached to this permit.

6. **Prohibited Locations** Work under this general permit is not authorized in the following locations:
   a. Any tidal waters of New York State, including those brackish and fresh waters north of the former Tappan Zee Bridge not designated and regulated as tidal wetlands under Article 25 of the Environmental Conservation Law (ECL)
   b. Coastal Erosion Hazard Areas designated by the state pursuant to Article 34 of the ECL;
   c. Any locations determined by the Department where a proposed project is likely to result in a taking of a species, listed as threatened or endangered in New York State, as taking is defined in 6 NYCRR Part 182, or likely to result in adverse impacts to freshwater mussel species designated by the New York Natural Heritage Program as S1 or S2.
   d. Any location where a proposed project may affect a property listed on the National or State Registers of Historic Places, or has been determined by the New York State Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.

7. **Bridge and Culvert Requirements** To be covered under this general permit, all the following criteria must be met:
   a. All culverts with closed bottoms (including round culvert pipes) must be appropriately embedded. Round culverts must be installed so that at least 20% of the culvert's vertical height is embedded below the existing stream bed at the outlet end of the culvert.
   b. Appropriately-sized substrate shall be brought in, or the streambed material that was excavated to accommodate culvert placement shall be used, for culvert embedding (where appropriate) and spread evenly throughout the bottom of the new culvert. The substrate or material shall be thoroughly wetted prior to returning flow through the culvert.
   c. The width of the structure must be a minimum of 1.25 times the width of the channel at the Mean High Water level, generally measured bank-to-bank between the edges of terrestrial, rooted vegetation, unless otherwise described in the approved plans.
   d. 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.
   e. This general permit does not authorize culvert rehabilitation projects that involve invert paving, slip-lining, or similar treatments.
   f. Bridges and culverts and any associated scour protection must be installed in a manner so that they do not constitute a barrier to upstream movement of fish and other aquatic species under normal flow conditions or constrict the stream channel.
   g. Stone aprons and scour protection placed in streams or rivers shall be installed flush with the invert elevation and filled with native bed material and supplemented with similarly sized material, if needed to fill interstitial spaces.
   h. Publicly-owned bridges and culverts shall be designed as follows:
      i. Open-bottom culverts, box culverts, and culvert pipes shall be designed to pass the peak flow from a storm event with an annual chance of 2% or less (i.e., 50-year storm or greater) such that the water surface remains below the top of the inlet opening.
      ii. Bridges shall be designed to pass the peak flow from a storm event with an annual chance of 1% or less (i.e., 100-year storm or greater) such that all flow passes beneath the lowest chord of the structure without going into pressure flow.
      iii. The peak design flows applied in h.i and h.ii above shall be adjusted by the appropriate design flow mulitipliers in Table 3 and Figure 3 of the "New York State Flood Risk Management Guidance for Implementation of the Community Risk and Resiliency Act", August 2020.

i. For projects involving over 100 linear feet of stream disturbance, or a critical bridge or culvert, the applicant must address the recommended flood risk management guidelines for transportation infrastructure contained in "New York State Flood Risk Management Guidance for Implementation of the Community Risk and Resiliency Act", August 2020 (p. 35 of the guidance also describes "critical transporation infrastructure"). The structure design must incorporate the flood risk management guidelines, or the applicant must demonstrate that the guidelines were considered and determined infeasible.

8. Bank Stabilization Requirements To be covered under this general permit, all the following criteria must be met:

a. New vertical bank stabilization measures are prohibited.
b. All existing vegetation shall be preserved to the extent practicable.
c. The channel width must not be constricted but match the existing upstream and downstream channel widths outside the project site.
d. The slope of new bank stabilization measures shall not be steeper than a ratio of 1-1/2 horizontal units to 1 vertical unit.
e. Measures must be properly keyed into the stream bank(s) to prevent scouring.
f. Measures using live vegetation shall consist only of native plant species.
g. Measures must not include geotextile fabric as part of the final structure.

9. In-stream Grade Control Requirements To be covered under this general permit, the following criteria must be met:

a. Installed measures must not create a vertical drop exceeding six (6) inches.
b. Measures must be constructed to maintain a low-flow channel
c. Measures must be properly keyed into the stream bank(s) to prevent scouring.
d. Use of sheet-piling is prohibited.
e. Measures must not include geotextile fabric as part of the final structure.

10. Debris, Gravel, and Streambed Material Removal Requirements To be covered under this general permit, the following criteria must be met:

a. Only recently deposited debris, gravel and other streambed material may be removed, and only where it can be demonstrated that deposited material has resulted in one of the following conditions: loss of stream function; active erosion; or the need to maintain infrastructure (e.g. culvert blockages);
b. The resulting channel width must not be over-widened or over-deepened, but match the existing upstream and downstream channel widths and depths outside the project area.
c. Completion of the project must maintain a low-flow channel; and
d. Excavated materials shall not be placed along the top of the bank or used to create a berm or increase berm bank height. Building berms with the excavated material is expressly prohibited.

11. Time of Year Restriction - Fisheries All instream work, as well as any work that may result in the suspension of sediment, is prohibited during the fish spawning and incubation period specified in the description of specific activities authorized by this permit. The restriction period(s) that shall apply, when specified, are as follows:

Specification	Time of Year Restriction
B	Natural spawning brook and brown trout, commencing September 15 and ending May 15

At the written request of a permittee, work windows may be temporarily modified by the Regional Natural Resources Supervisor or their designee to address extenuating circumstances.

12. No Work During High Flow 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; to unplug culverts and bridges; or to install temporary culverts or bridges for emergency access.

13. Precautions Against Contamination of Waters All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

14. Erosion and Sediment Controls Appropriate soil erosion and sediment controls (such as silt fences, turbidity curtains, straw bales, and other appropriate measures) shall be installed, used, and maintained in effective operating condition during all work. Controls shall be installed prior to ground disturbance, inspected periodically to ensure that they are not damaged, repaired promptly when needed, and remain in place until the site is stabilized by the regrowth of suitable vegetation. Erosion controls shall be removed after the site is stabilized by the regrowth of suitable vegetation.

15. Dry Stream Crossing Methods For projects involving culvert, bridge, or utility installations across streams, dry stream crossing methods (e.g., passive flow bypass, cofferdam, pump around and/or flume) shall be used within stream channels to reduce downstream impacts from turbidity and sedimentation, as specified on the approved plans. Any pump intakes must be screened or otherwise protected to prevent fish impingement and entrainment.

16. Diversion Channels When the use of a diversion channel is specified on the approved plans, the diversion channel shall be excavated and restored in the dry using channel plugs. Diversion channels through soil, silt, or clay shall be lined with non-erodible material such as stone, or plastic to limit erosion and reduce particle suspension. If a diversion channel through gravel results in continuous turbidity, the use of channel lining material is required.

17. Temporary Dewatering Structures Where temporary dewatering is required or specified on the approved plans, temporary dewatering measures shall comply with the following:

a. Temporary dewatering structures shall be constructed of clean material such as prefabricated impervious dikes/berms or sandbags. If stone is used, it shall be protected from erosion by plastic liners or filter fabric.
b. Waters accumulated in isolated work areas shall be discharged to an upland settling basin, well vegetated area, or silt containment bag, to provide for settling and filtering of solids and sediments. Return waters shall be as clear as the flowing water upstream of the work area.
c. Temporary dewatering structures, including any plastic liners or filter fabric, and associated fill shall be completely removed, and the affected waters restored, immediately following the completion of work.
d. To the maximum extent practicable, any fish trapped within the work area shall be netted and placed, alive and unharmed, in the water outside the work area.

18. Stockpiles Fill or other excavated materials shall not be stockpiled in a manner conducive to erosion, or in areas with the potential to cause turbid runoff during storm events. Mats or geotextile fabric shall be placed under any temporary fill or stockpile and shall be removed following construction.

19. Excavated Materials All materials excavated from regulated waters that is not used as backfill shall be deposited in uplands, outside of any floodplain, and be contained from re-entering any regulated waters. Any temporary dewatering of such material must be controlled to prevent turbid discharges or release of excavated materials into regulated waters or wetlands. Disposal sites must be identified in the application.

20. Maintain Floodplain Connection Any material that has been excavated and stockpiled on site must not interfere with stream or floodwater conveyance during the duration of the work and activities shall not result in the disconnection of the waterbody from its floodplain.

21. Material Sizing Materials temporarily or permanently installed within or on the bed or banks of a stream or river must be of adequate size or placed in a manner that will resist erosion or remobilization of the material during normal or expected high flow events. Furthermore, the activity shall not restrict or impede the passage of normal or expected high flows.

22. No Rock from Stream No rock for use in construction is to come from the stream bed, except as allowed under Condition 4.c of this permit.

23. Construction Access Construction access shall be by means that avoid aquatic sites (e.g., upland access temporary bridges, equipment mats, etc.), unless specifically authorized on the approved plans.

24. Temporary Work Areas Temporary causeways and work pads within regulated waters shall be constructed within the confines of a water control structure and shall consist of clean non-erodible material such as stone, timber, or steel. The temporary causeways and work pads shall not be installed until the water control structure is in place and the area has been completely dewatered and shall be removed prior to removal of the water control structure. Equipment staging and lay down areas shall not be located in wetlands, unless specifically authorized on the approved plans.

25. Heavy Equipment Operation in Wetlands Heavy equipment working in wetlands must be placed on equipment mats, or other measures must be taken to minimize soil disturbance and compaction to the maximum extent practicable. Mats or other temporary measures shall be removed when access is no longer needed an the area restored to pre-project conditions.

26. Work from Land Whenever feasible, bank grading and in-water removal or installation of material shall be carried out by land-based equipment rather than from the stream or riverbed or within flowing water. Generally, work shall proceed from the downstream end to the upstream end of the project reach, unless specifically authorized on the approved plans.

27. Concrete Leachate During construction no fresh or wet concrete or leachate shall be allowed to escape into any wetland or water of New York State, nor shall washings from ready-mix concrete trucks, mixers, or other devices be allowed to enter any waters or wetlands. Wet concrete shall not be poured to displace water within the forms. Leakage from forms must be prevented from entering any wetland or water of New York State.

28. Seed/Mulch Streambanks Within one week of final grading, all areas of soil disturbance from this project shall be seeded with an appropriate perennial seed (grass or conservation mix) and, unless hydroseeded, mulched with straw. Mulch shall be maintained until a suitable vegetative cover is established. If seeding is impracticable due to the time of year, a temporary mulch shall be applied (with a temporary seeding of an annual cover species if appropriate) and final seeding shall be performed at the earliest opportunity when weather conditions favor germination and growth, but not more than six months after project completion.

29. Erosion Control Fabric Erosion control fabrics that will be left in place must be made from 100% biodegradable materials and contain no plastic fibers or netting. Fabrics containing “photodegradable” materials are expressly prohibited.

30. Equipment Cleaning Before equipment and materials are used in any project work area involving regulated waters, the equipment must be inspected for, and cleaned of, any visible soils, vegetation, and debris to prevent the potential introduction of invasive species into regulated waters from other areas.

31. Vegetation Debris Disposal Invasive species, host material and attached soil material that has been removed from vehicles, equipment, and materials, or generated from cleaning operations shall be rendered incapable of any growth or reproduction by placing in plastic bags at least 3 mil thick, hauled in a covered truck, and properly disposed of offsite; or the material shall be managed within the infested project area, provided that no filling of any wetlands or adjacent areas will occur. A list of prohibited and regulated invasive species is contained within 6 NYCRR Part 575 and available at https://www.dec.ny.gov/animals/99141.html.

32. Floodplains Fills within 100-year floodplains must comply with applicable Federal Emergency Management Agency (FEMA) approved state or local floodplain management requirements.

33. Limitations on Wetland Disturbance Temporary and permanent disturbances to state-regulated freshwater wetlands and wetland adjacent areas authorized under this permit are incidental to the activities authorized in protected streams and navigable waters, and must not exceed a combined total of 1/10th of one acre.

34. **Native Plant Materials** Unless otherwise allowed under this permit, only native plant materials shall be used for any project authorized under this general permit, and the use of non-native plant materials is prohibited.

35. **No Interference With Navigation** There shall be no unreasonable interference with navigation by the work herein authorized.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. **Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. **Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. **Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC Region 6 Utica Sub-Office
State Office Bldg - 207 Genesee St
Utica, NY13501 -2885

4. **Submission of Renewal Application** The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Excavation & Fill in Navigable Waters, Freshwater Wetlands, Stream Disturbance.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

a. materially false or inaccurate statements in the permit application or supporting papers;

b. failure by the permittee to comply with any terms or conditions of the permit;

c. exceeding the scope of the project as described in the permit application;

d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;

e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

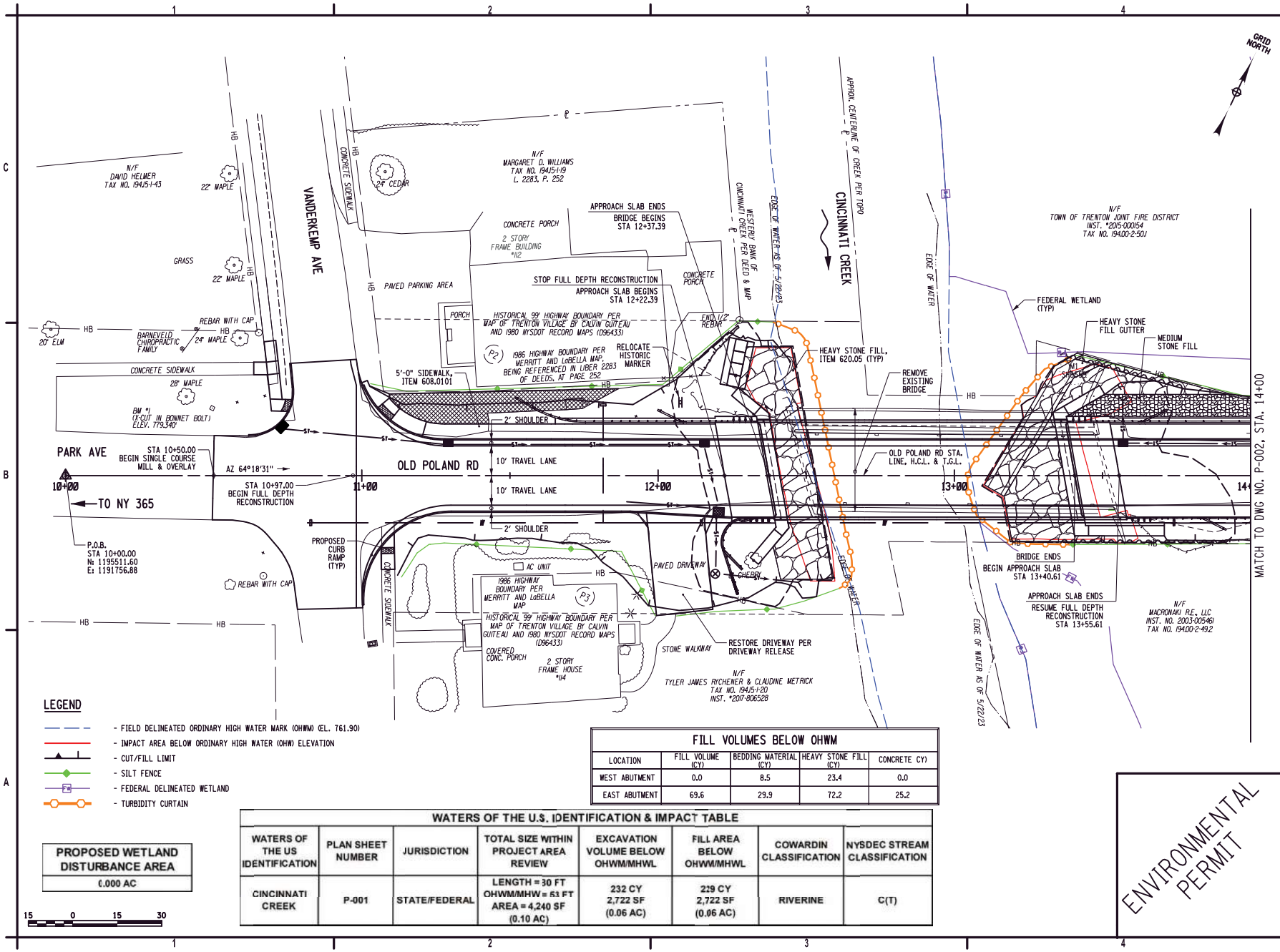
Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification
The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit
The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits
The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.



FILL VOLUMES BELOW OHWM				
LOCATION	FILL VOLUME (CY)	BEDDING MATERIAL (CY)	HEAVY STONE FILL (CY)	CONCRETE CY)
WEST ABUTMENT	0.0	8.5	23.4	0.0
EAST ABUTMENT	69.6	29.9	72.2	25.2

WATERS OF THE U.S. IDENTIFICATION & IMPACT TABLE							
WATERS OF THE US IDENTIFICATION	PLAN SHEET NUMBER	JURISDICTION	TOTAL SIZE WITHIN PROJECT AREA REVIEW	EXCAVATION VOLUME BELOW OHWM/MHWL	FILL AREA BELOW OHWM/MHWL	COWARDIN CLASSIFICATION	NYSDEC STREAM CLASSIFICATION
CINCINNATI CREEK	P-001	STATE/FEDERAL	LENGTH = 30 FT OHWM/MHW = 53 FT AREA = 4,240 SF (0.10 AC)	232 CY 2,722 SF (0.06 AC)	229 CY 2,722 SF (0.06 AC)	RIVERINE	C(T)

PROPOSED WETLAND DISTURBANCE AREA
0.000 AC

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ONEIDA COUNTY NEW YORK 1798

REPLACEMENT OF OLD POLAND ROAD OVER CINCINNATI CREEK
TOWN OF TRENTON
ONEIDA COUNTY, NEW YORK

PIN 2754.67
BIN 2205960
LD0440485

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: 146.168.001
DATE: APRIL 2025
DRAWN BY: B. CATALDO
DESIGNED BY: B. CATALDO
CHECKED BY: J. CRAIG

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

CIVIL

ROADWAY PLAN (1 OF 3)

P-001
SHEET 01 OF 05

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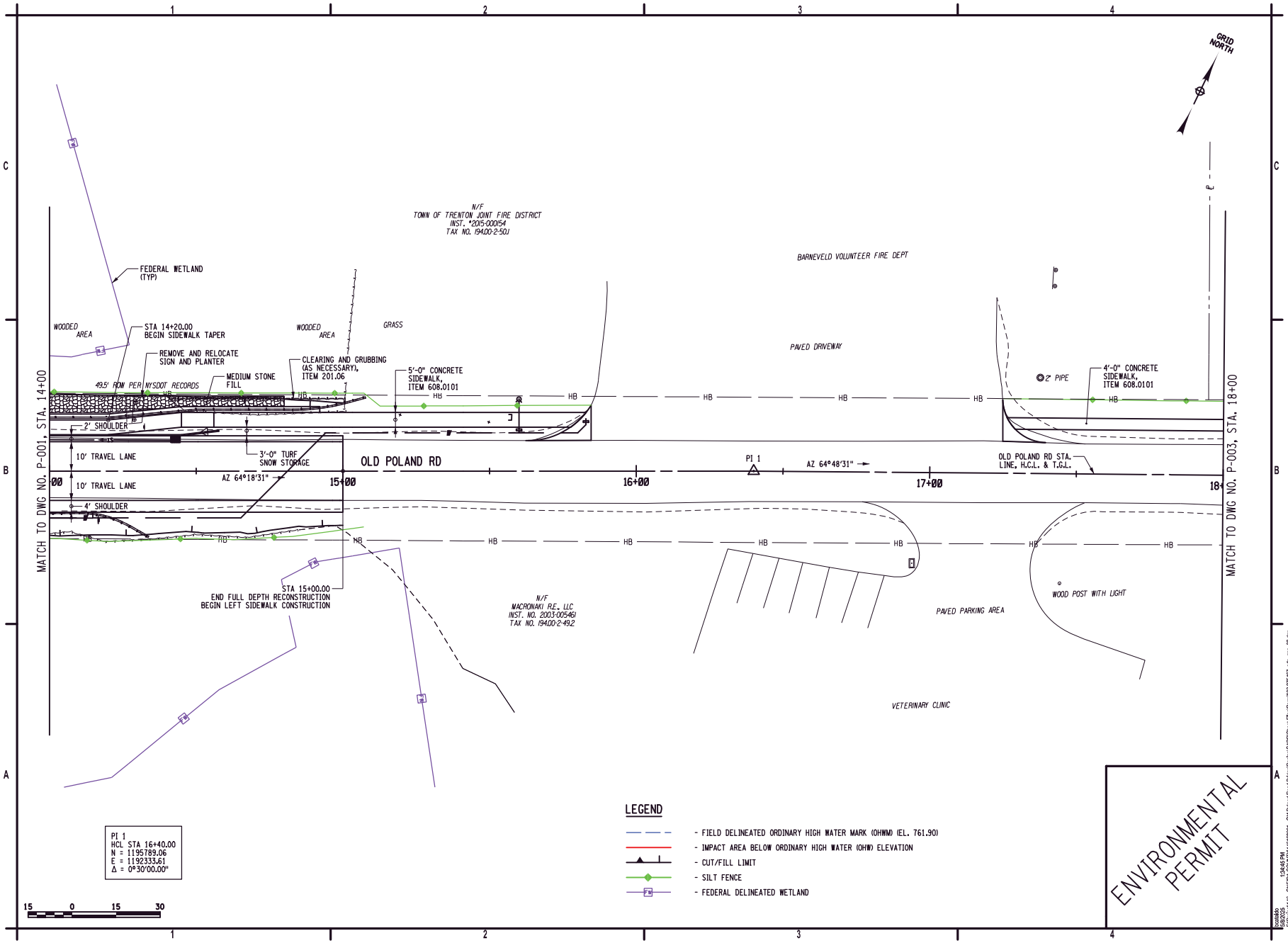

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ONEIDA COUNTY NEW YORK 1798

PIN 2754.67
BIN 2205960

REPLACEMENT OF OLD POLAND ROAD OVER CINCINNATI CREEK
TOWN OF TRENTON
ONEIDA COUNTY, NEW YORK

LD0404B5

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: 146.168.001
DATE: APRIL 2025
DRAWN BY: B. CATALDO
DESIGNED BY: B. CATALDO
CHECKED BY: J. CRAIG

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ROADWAY PLAN
(2 OF 3)

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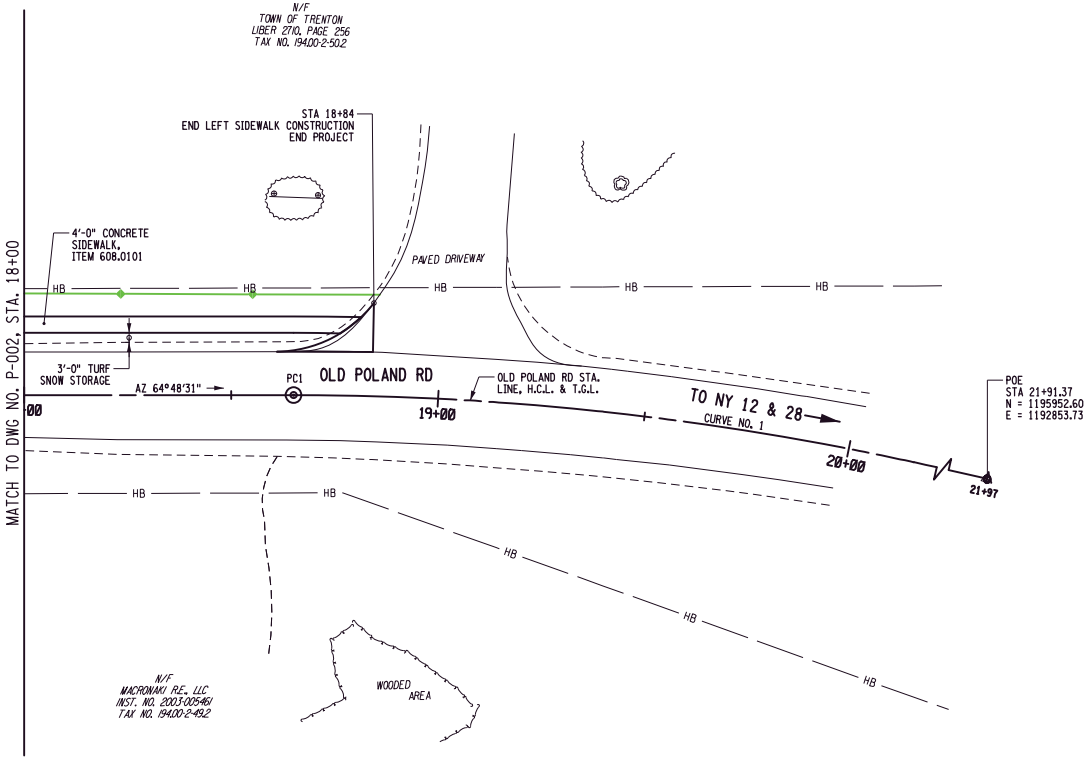
CURVE NO. 1 DATA
Δ = 23°04'12" RT R = 700.00' L = 281.85' T = 142.86' E = 14.43'
PC: STA. 18+65.07 N = 1195884.85 E = 1192537.27
PI: STA. 20+07.93 N = 1195945.66 E = 1192666.55
PT: STA. 21+46.92 N = 1195950.95 E = 1192809.31



LEGEND

- FIELD DELINEATED ORDINARY HIGH WATER MARK (OHWM) (EL. 761.90)
- IMPACT AREA BELOW ORDINARY HIGH WATER (OHW) ELEVATION
- CUT/FILL LIMIT
- SILT FENCE
- FEDERAL DELINEATED WETLAND

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15 0 15 30

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REPLACEMENT OF OLD POLAND ROAD OVER CINCINNATI CREEK
TOWN OF TRENTON
ONEIDA COUNTY, NEW YORK

PIN 2754.67
BIN 2205960
LD0440485

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: 146.168.001
DATE: APRIL 2025
DRAWN BY: B. CATALDO
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ROADWAY PLAN (3 OF 3)

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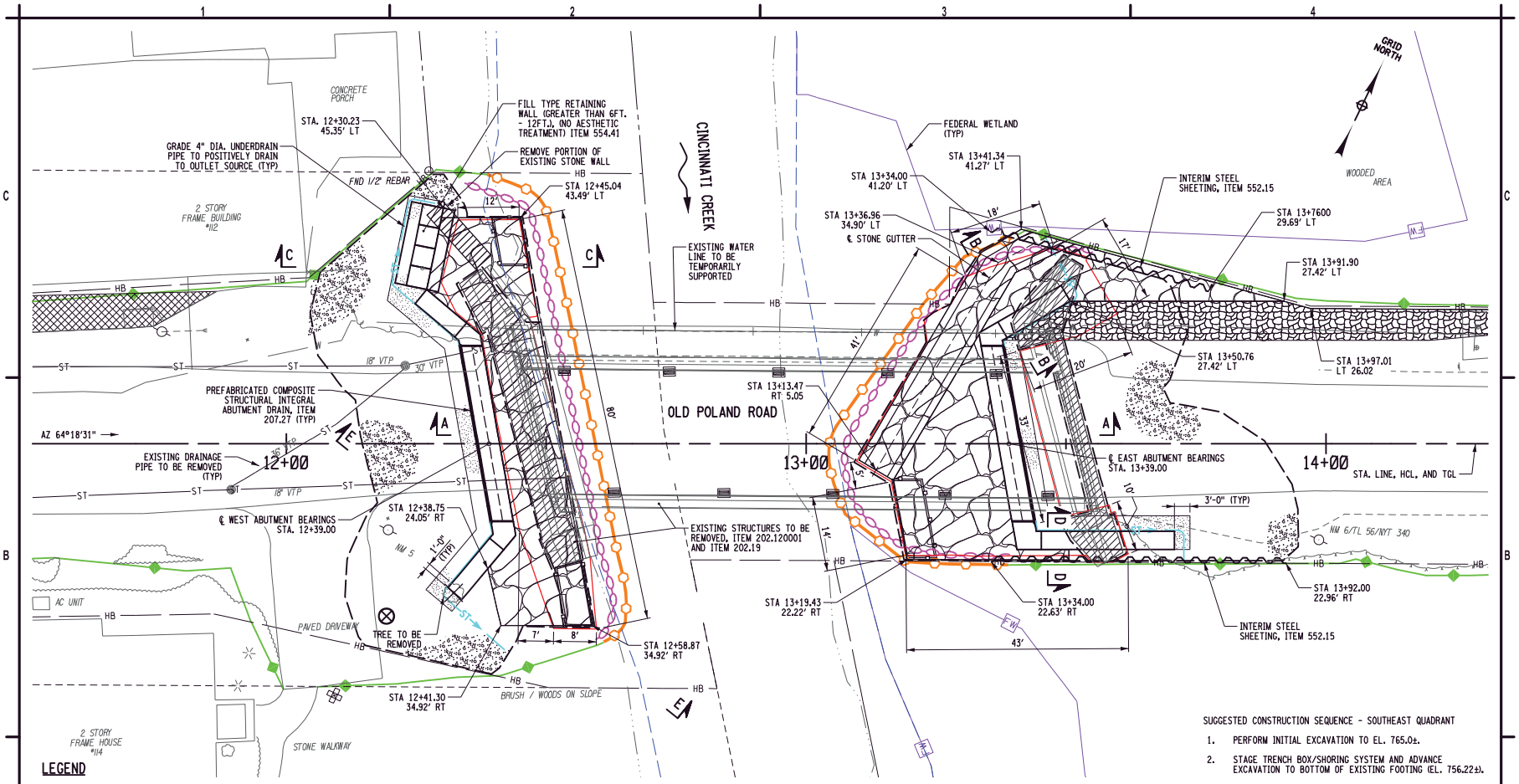

LEGEND

- SELECT STRUCTURE FILL (ITEM 203.21), COMPACTED TO 95% OF STANDARD PROCTOR MAXIMUM DENSITY
- EMBANKMENT IN PLACE (ITEM 203.03)
- PREFABRICATED COMPOSITE INTEGRAL ABUTMENT DRAIN (ITEM 207.27)
- AREA ENCLOSED WITHIN THESE LINES DESIGNATES PAYMENT LINES FOR STRUCTURE EXCAVATION (ITEM 206.01)
- SILT FENCE - TEMPORARY (ITEM 209.13)
- TURBIDITY CURTAIN (ITEM 209.1501)
- COFFERDAMS (TYPE 2), ITEM 553.02000X
- AREA ENCLOSED WITHIN THESE LINES DESIGNATES PAYMENT LINES FOR TRENCH & CULVERT EXCAVATION (ITEM 206.0201)
- FIELD DELINEATED ORDINARY HIGH WATER MARK (OHWM) (EL. 761.90)
- IMPACT AREA BELOW ORDINARY HIGH WATER (OHW) ELEVATION
- CUT/FILL LIMIT
- UNDERDRAIN PIPE, 4" DIAMETER (ITEM 605.1701)
- FEDERAL DELINEATED WETLAND
- STONE FILLING (MEDIUM) (ITEM 620.04)
- STONE FILLING (HEAVY) (ITEM 620.05)
- REMOVAL OF SUBSTRUCTURES (ITEM 202.19)

EXCAVATION AND EMBANKMENT PLAN

10 0 10 20

HYDRAULIC DATA			
DRAINAGE AREA = 44.5 SQ. MI.		BASE FLOOD	DESIGN FLOOD
RECURRENCY INTERVAL (YRS)		100	50
PEAK DISCHARGE (FT^3/S)		6,840	6,000
HIGHWATER ELEVATION AT POINT OF MAX BACKWATER (FT)	EXISTING	769.57	769.01
	PROPOSED	769.21	768.73
AVG. VELOCITY THRU STRUCTURE @ DESIGN FLOOD =____ ft/s		9.47	8.91

SCOUR ANALYSIS	MINIMUM CHANNEL EL. 760.02 FT.			
	Q_{100} SCOUR DEPTH (FT.)	Q_{100} SCOUR EL. (FT.)	Q_{500} SCOUR DEPTH (FT.)	Q_{500} SCOUR EL. (FT.)
BEGIN ABUTMENT	17.93	742.09	17.71	742.31
PIER	N/A	N/A	N/A	N/A
END ABUTMENT	14.32	745.70	17.32	742.70

SCOUR DEPTH IS MEASURED FROM MINIMUM CHANNEL ELEVATION

NOTES:

1. SEE DWG. NO. P-005 FOR SECTION A-A, B-B, AND C-C. SEE DWG. NO. P-006 FOR SECTION D-D AND E-E.
2. OVERHEAD UTILITIES NOT SHOWN FOR CLARITY.

SUGGESTED CONSTRUCTION SEQUENCE - SOUTHEAST QUADRANT

1. PERFORM INITIAL EXCAVATION TO EL. 765.0±.
2. STAGE TRENCH BOX/SHORING SYSTEM AND ADVANCE EXCAVATION TO BOTTOM OF EXISTING FOOTING (EL. 756.22±).
3. REMOVE SOUTHEAST WINGWALL.
4. INSTALL INTERIM STEEL SHEETING.
5. COMPLETE SE WINGWALL CONSTRUCTION.
6. BACKFILL ON FRONT FACE OF SE WINGWALL.
7. CUT STEEL SHEETING TO A MINIMUM OF 3.25 FT. BELOW FINISHED GRADE.
8. RESTORE FINISHED SURFACE.

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ONEIDA COUNTY NEW YORK 1798

REPLACEMENT OF OLD POLAND ROAD OVER CINCINNATI CREEK
TOWN OF TRENTON ONEIDA COUNTY, NEW YORK

PIN 2754.67
BIN 2205960
LD0440485

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: 146.168.001
DATE: APRIL 2025
DRAWN BY: M. MIECZKOWSKI
DESIGNED BY: M. MIECZKOWSKI
CHECKED BY: J. CRAIG

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

STRUCTURAL

EXCAVATION AND EMBANKMENT PLAN

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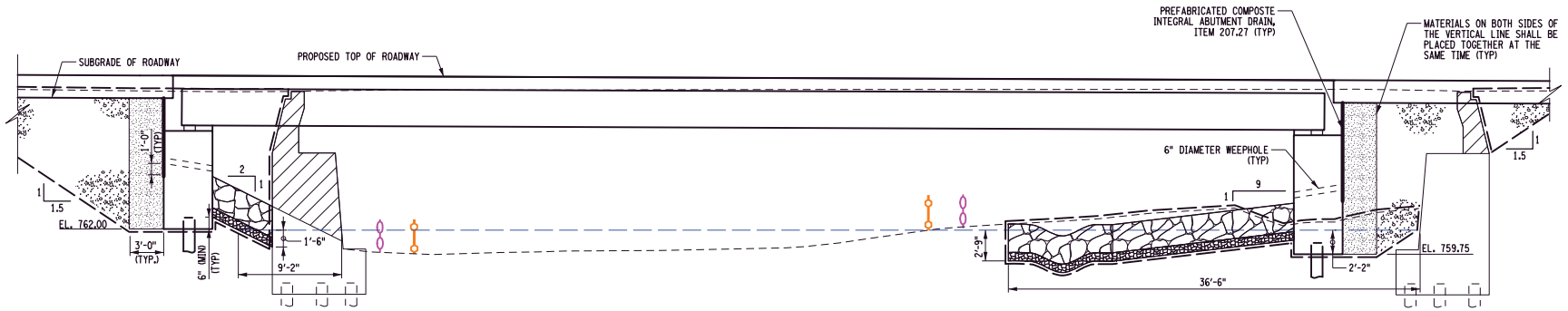
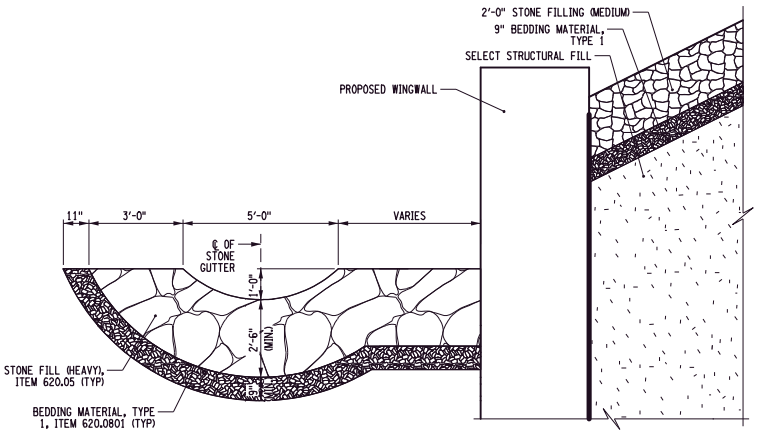


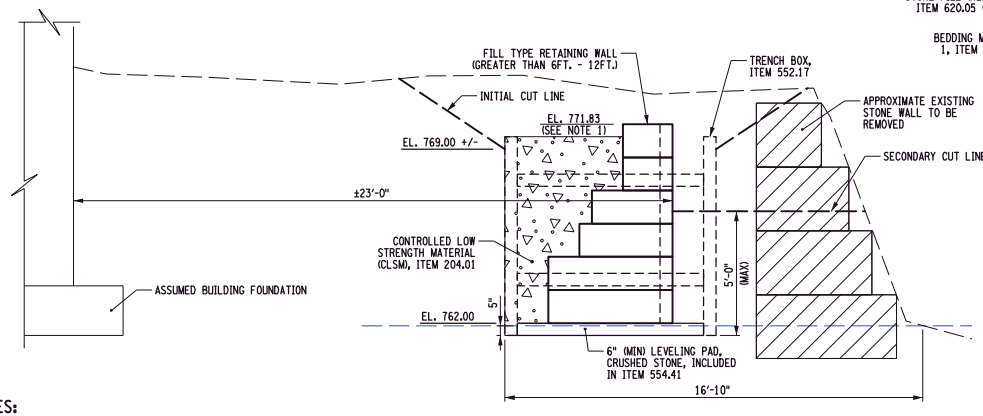
SECTION A-A

LEGEND

- SELECT STRUCTURE FILL (ITEM 203.21), COMPACTED TO 95% OF STANDARD PROCTOR MAXIMUM DENSITY
- EMBANKMENT IN PLACE (ITEM 203.03)
- STONE FILLING (MEDIUM) (ITEM 620.04)
- STONE FILLING (HEAVY) (ITEM 620.05)
- BEDDING MATERIAL, TYPE 1 (ITEM 620.0801)
- CONTROLLED LOW STRENGTH MATERIAL (CLSM) (ITEM 204.01)
- PREFABRICATED COMPOSITE INTEGRAL ABUTMENT DRAIN (ITEM 207.27)
- AREA ENCLOSED WITHIN THESE LINES DESIGNATES PAYMENT LINES FOR STRUCTURE EXCAVATION (ITEM 206.01)
- TURBIDITY CURTAIN (ITEM 209.1501)
- COFFERDAMS (TYPE 2), ITEM 553.02000X
- AREA ENCLOSED WITHIN THESE LINES DESIGNATES PAYMENT LINES FOR TRENCH & CULVERT EXCAVATION (ITEM 206.0201)
- FIELD DELINEATED ORDINARY HIGH WATER MARK (OHWM) (EL. 761.90)



SECTION B-B



SECTION C-C

NOTES:

1. CONTRACTOR SHALL VERIFY LENGTH AND HEIGHT OF FILL TYPE RETAINING WALL, ITEM 554.41. THE WALL SHALL TIE INTO THE PROPOSED WINGWALL AND EXISTING STONE WALL. FOR ESTIMATING PURPOSES, IT IS ASSUMED THE WALL WILL BE 16'-0" LONG AND 9'-10" TALL.

SUGGESTED EXCAVATION SHORING SEQUENCE (NW QUADRANT):

1. PERFORM INITIAL EXCAVATION TO ELEV. 769 +/-.
2. STAGE TRENCH BOX/SHORING SYSTEM AND ADVANCE EXCAVATION TO BOTTOM OF FOOTING.
3. PLACE A MINIMUM OF 6 INCHES OF CRUSHED STONE LEVELING PAD.
4. INSTALL MANUFACTURER'S BLOCK WALL SYSTEM INSIDE TRENCH BOX (BLOCK WALL TO BE LEFT IN PLACE).
5. EXCAVATE TO ELEV. 767 +/- ON STREAM SIDE OF TRENCH BOX.
6. PLACE CONTROLLED LOW STRENGTH MATERIAL (CLSM) BEHIND THE NEW BLOCK WALL INSIDE TRENCH BOX. REMOVE TRENCH BOX SIMULTANEOUSLY. CLSM BACKFILL IN LIFTS MAY BE REQUIRED.
7. COMPLETE EXCAVATION TO BEDROCK FOR NW WINGWALL CONSTRUCTION.
8. COMPLETE NW WINGWALL CONSTRUCTION.
9. BACKFILL BETWEEN NEW NW WINGWALL AND BLOCK WALL TO REMAIN WITH SELECT STRUCTURAL FILL WITHIN 3 FT. ON FINISHED GRADE.
10. RESTORE FINISHED SURFACE.

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ONEIDA COUNTY NEW YORK 1798

REPLACEMENT OF OLD POLAND ROAD OVER CINCINNATI CREEK
TOWN OF TRENTON
ONEIDA COUNTY, NEW YORK

PIN 2754.87
BIN 2205960
LD0440485

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: 146.168.001
DATE: APRIL 2025
DRAWN BY: M. MIECZKOWSKI
DESIGNED BY: M. MIECZKOWSKI
CHECKED BY: J. CRAIG

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STRUCTURAL

EXCAVATION AND EMBANKMENT DETAILS (1 OF 2)

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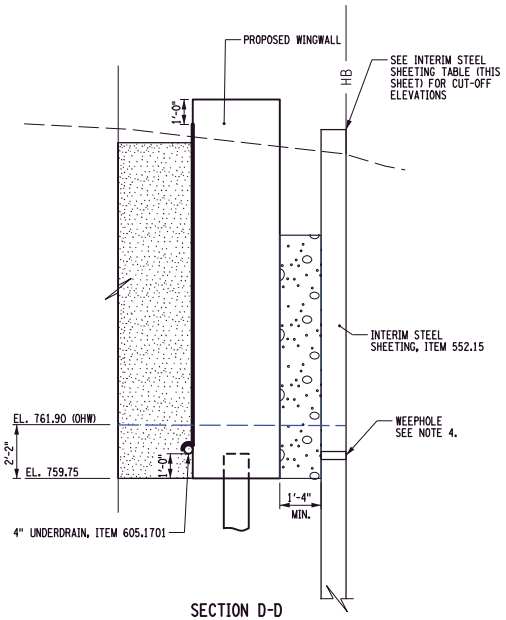
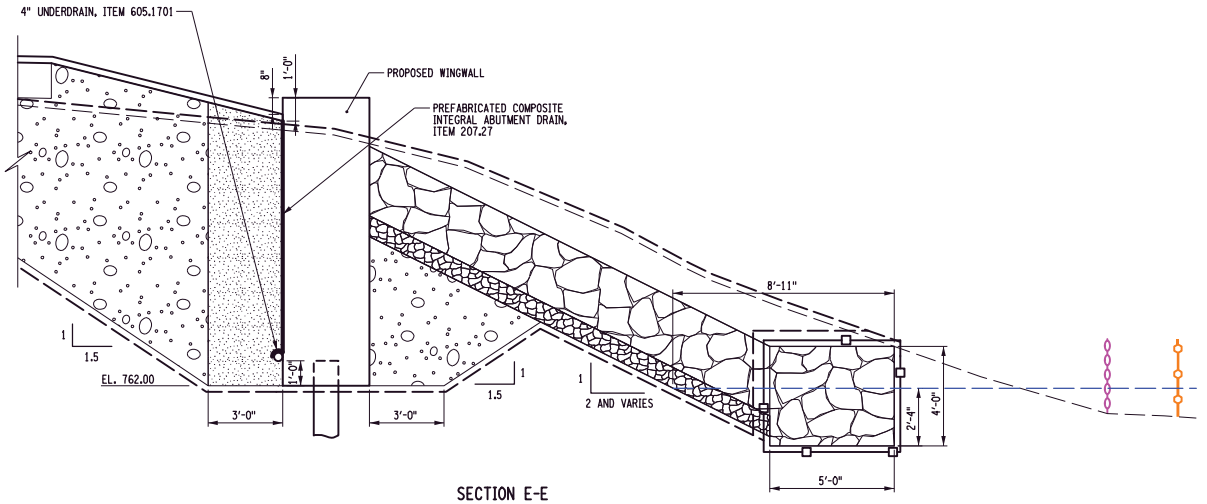


SECTION D-D



SECTION E-E

ITEM 552.15 - INTERIM STEEL SHEETING (SF)								
BEGIN STATION	END STATION	BEGIN OFFSET	END OFFSET	MIN. TOE EMBEDMENT	MIN REQUIRED SECTION MODULUS (CU. IN.)	BEGIN CUT-OFF ELEVATION (FT.)	END CUT-OFF ELEVATION (FT.)	ESTIMATED SHEET PILE LENGTH (FT.)
13+34.00	13+76.00	41.20' LT	29.69' LT	EL. 736.50	24.0	EL. 766.00	EL. 772.00	VARIES 29.5 TO 35.5
13+34.00	13+92.00	22.63' RT	22.96' RT	EL. 736.00	30.2	EL. 766.50	EL. 774.20	VARIES 38.2 TO 40.5

LEGEND

- SELECT STRUCTURE FILL (ITEM 203.21), COMPACTED TO 95% OF STANDARD PROCTOR MAXIMUM DENSITY
- EMBANKMENT IN PLACE (ITEM 203.03)
- STONE FILLING (HEAVY) (ITEM 620.05)
- BEDDING MATERIAL, TYPE 1 (ITEM 620.0801)
- AREA ENCLOSED WITHIN THESE LINES DESIGNATES PAYMENT LINES FOR TRENCH AND CULVERT EXCAVATION (ITEM 206.0201)
- PREFABRICATED COMPOSITE INTEGRAL ABUTMENT DRAIN (ITEM 207.27)
- AREA ENCLOSED WITHIN THESE LINES DESIGNATES PAYMENT LINES FOR STRUCTURE EXCAVATION (ITEM 206.01)
- TURBIDITY CURTAIN (ITEM 209.1501)
- COFFERDAMS (TYPE 2), ITEM 553.02000X
- FIELD DELINEATED ORDINARY HIGH WATER MARK (OHWM) (EL. 761.90)

±

SHEETING NOTES:

1. SHEETING IS DESIGNED FOR THE DRAINED CONDITION.
2. A SURCHARGE LOAD OF 250 LB/FT² (MINIMUM) IS ASSUMED AT THE TOP OF THE WALL.
3. THE CONTRACTOR SHALL PLACE 3 INCH DIAMETER WEEP HOLES AT ± 10 FT. SPACINGS AT ELEVATION 760.75
4. THE MINIMUM SHEETING THICKNESS REQUIRED SHALL BE 0.375 IN.

ENVIRONMENTAL PERMIT

C&S COMPANIES®
C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com

ONEIDA COUNTY NEW YORK 1798

PIN 2754.67
BIN 2205960

REPLACEMENT OF OLD POLAND ROAD OVER CINCINNATI CREEK
TOWN OF TRENTON
ONEIDA COUNTY, NEW YORK

LD0404485

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: 146.168.001
DATE: APRIL 2025
DRAWN BY: M. MIECZKOWSKI
DESIGNED BY: M. MIECZKOWSKI
CHECKED BY: J. CRAIG

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

STRUCTURAL

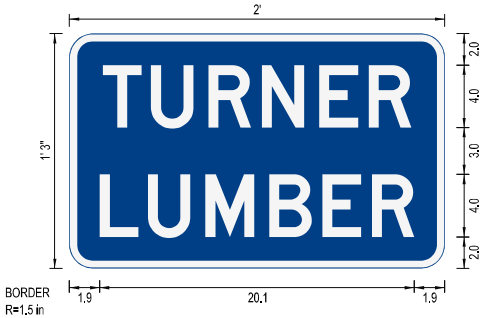
EXCAVATION AND EMBANKMENT DETAILS (2 OF 2)

P-006
SHEET XX OF XX

Copyright

SIGN DETAIL

1:10



Panel Style: guide_exp_next_services.ssi
M.U.T.C.D.: 2009 Edition

Panel Style: guide_exp_next_services.ssi
Dimensions are in inches tenths

NEW YORK STATE OF OPPORTUNITY. Department of Transportation	REGION 2
LOCATION NUMBER(S):	
MUTCD NUMBER:	NY18-4
WIDTH X HEIGHT:	2'-0" x 1'-3"
SIGN AREA:	2.5 Sq.Ft.
MOUNTING:	Ground
BACKGROUND COLOR:	Blue
LEGEND/BORDER COLOR:	White /White

SYMBOL	ROT	X	Y	WID	HT

Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)

																															LENGTH	SERIES/SIZE
T	U	R	N	E	R																											D 2000
2.1	5.2	8.9	12.3	16.0	19.1																										19.7	4.0
L	U	M	B	E	R																											D 2000
1.9	5.0	8.7	12.8	16.2	19.3																										20.1	4.0

FILE NAME = DGN$SPEC
DATE/TIME = DGN$SYTIME0123456
USER = DGN$USERNAME

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SPECIAL NOTES

CONTRACT TIME FRAME & LIQUIDATED DAMAGES

Liquidated Damages applied to all work not completed by the Final Completion dates, as specified below:

The work will be substantially completed within 180 calendar days from the Notice to Proceed or December 31, 2026, whichever comes first. Substantial completion shall mean the project is opened to traffic. Any punch list work shall be completed and final quantities shall be ready for final payment by May 28, 2027.

The amount of liquidated damages applicable to the time required in calendar days beyond the "Final Completion" date shall be as shown in Table 108-01 of NYSDOT Standard Specification Section 108-03. The amount of such liquidated damages will be based on the total contract cost. The PROJECT SPONSOR also reserves the right to charge engineering and inspection expenses incurred upon the work for any work remaining incomplete past the time period allowed for the contract.

GENERAL

All work, materials, and construction methods contemplated under this contract are to be covered by and in conformity with the NYSDOT Standard Specifications - construction and materials with all provisions in effect as of January 1, 2026 except as modified on these plans and in the bid proposal.

Changes made to these plans and related Contract Documents since completion by the Consulting Engineer may be determined by comparison with such final plans and related documents filed at the **Oneida County Department of Public Works – 5999 Judd Road, Oriskany, NY 13424**.

The CONTRACTOR should note that the Project Plans are dimensioned in US Customary Units only, and that all Payment Items will be measured and paid in standard US Customary Units. Further direction is provided under SPECIAL NOTES.

The Oneida County Department of Public Works or its authorized representative shall make the final interpretations of any irregularities, ambiguities or questions arising out of these specifications and the New York State Department of Transportation Standard Specifications, Construction and Materials used on this project.

References to the County's representative "C&S Engineers, Inc." and County personnel shall hereinafter be made as the "Engineer".

DEFINITIONS

Where reference is made to New York State, State Department of Transportation, Commissioner, etc., the appropriate Oneida County Department, Bureau or Official shall be substituted.

EIC – Engineer in Charge during construction (Representative for the Oneida County)
ADBE – As Directed By Engineer
PROJECT SPONSOR – ONEIDA COUNTY

SPECIAL NOTES

CONTRACT QUANTITIES

Bidders are advised that the estimate of quantities for the various items of work are approximate and are a reflection of that work which is anticipated to be completed. These quantities are given solely for use as a uniform basis for comparison of bids and are not to be considered as guaranteed amounts for the contract. The quantities actually required to complete the contract work may be more or less than estimated. Contractor will be paid based on the actual quantity of work performed. The PROJECT SPONSOR reserves the right, at any time during the progress of the work, to alter the plans or omit any portion of the work as it may deem necessary for the public interest; making allowances for additions and deductions with compensation made in accordance with Standard Specifications, for this work without constituting grounds for any claim by the Contractor for allowance for damages or for loss of anticipated profits, or for any variations between the approximate quantities and the quantities of the work as done.

CONTRACTOR PERIOD AND TIME LIMITATIONS

The Contractor agrees that it will begin the work within ten days of the awarded contract, unless the consent of the PROJECT SPONSOR, in writing, is given to begin at a later date, and having been substantially completed within 180 calendar days from the Notice to Proceed and no later than December 31, 2026, whichever comes first. Substantial completion shall mean the project is opened to traffic. Any punch list work shall be completed, and final quantities shall be ready for final payment by May 28, 2027.

The contractor will perform work at this site during the contract and is expected to complete all work, except when seasonal limitations prevent installation. See the Special Note “CONTRACT TIME FRAME & LIQUIDATED DAMAGES” for information regarding requirements for final completion.

NOTIFICATION

The contractor shall notify the EIC at least three days in advance of the start of new work or the resumption of discontinued work. The contractor shall submit a progress schedule for that work to the engineer.

FAILURE TO COMPLETE WORK ON TIME

For each calendar day that any work shall remain incomplete past the time period allowed for Final Completion of the contract, liquidated damages will be deducted from any money due the contractor. The amount of such liquidated damages will be as specified in the Special Note “CONTRACT TIME FRAME & LIQUIDATED DAMAGES.

EMERGENCY CONTACT PERSON

The Contractor shall designate someone to be available to respond to emergency calls. The name of the person and the telephone number at which he/she can be reached at any time shall be given to the EIC,

and all emergency response agencies in the area. Such person shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.

At all times during construction, the Contractor must provide safe and convenient emergency access.

COMPETENCY & CHARACTER OF EMPLOYEES

The Contractor shall employ only competent and skillful persons to perform the work. This provision shall apply equally to common laborers and skilled craftsmen or tradesmen.

Whenever the Engineer informs the Contractor that any person employed by the Contractor or one of his/her subcontractors is, in the Engineer's opinion, incompetent, intemperate, insufficiently skillful, or disorderly, or refuses to carry out the provisions of the Contract, or who uses threatening or abusive language to the Owner, the Engineer, or any authorized representative(s) thereof, such person shall be discharged by the Contractor and shall not again be permitted on the work site without the written consent of the Engineer.

CONSTRUCTION SAFETY AND HEALTH TRAINING

The Contractor shall ensure that all laborers, workers and mechanics employed in the performance of the contract, either by the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the US Department of Labor’s Occupational Safety and Health Administration that is at least ten hours in duration. Contractor shall submit documentation confirming certification along with first payment request.

SHORTAGES OF SUPPLIES OR MATERIALS

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 liquidated damages. The Contractor shall demonstrate to the Engineer that they have made every reasonable effort to obtain such material and complete the contract in a timely manner.

ADDITIONAL INSURED PARTIES

The Contractor shall provide and maintain insurance coverage as described on the “Certificate of Liability Insurance” and “Insurance Binder” attached on the following pages. The following shall be named as additional insured:

County of Oneida and Department of Public Works
C&S Engineers, Inc. and all employees
Town of Trenton
The State of New York and the Commissioner of Transportation

and all employees of the Department of Transportation
The People of the State of New York

FEDERAL DAVIS-BACON WAGE RATES AND NYSDOL PREVAILING WAGE RATES

The Contractor will be aware that the higher of the NYSDOL Prevailing Wage Rates and the Federal Davis-Bacon Wage Rates must be paid to the Contractors' and Subcontractors' employees. The current rates at the time of work completion shall be paid. The applicable rates can be found online at the following web addresses:

Federal Davis-Bacon Wage Rates:

http://www.wdol.gov/dba.aspx - General Decision Number NY20260014

NYSDOL Prevailing Wage Rates:

A unique Prevailing Wage Case Number (PRC#) 2024009840 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 at https://dol.ny.gov/. Updated PDF copies of your schedule can be accessed by entering the assigned PRC# at the proper location on the website.

To obtain the wage schedule on the DOL Web Site:

- Under the "**Workforce Protections**" on the webpage, click on "**Public Work**".
- Next, under the "**Sections**" click on "**Prevailing Wage**".
- Scroll down, then click on "**View a Previously Requested Wage Schedule**"
- Enter the PRC# listed above and click "**Submit**".
- Finally, click on "**Wage Schedule**".

The rates current as of the date of Advertisement have been included in this proposal for bidding purposes.

UNIFORM CONTRACTING QUESTIONNAIRE

In accordance with Section 103-01 of the Standard Specifications, the New York State Department of Transportation requires that all low bidders and proposed subcontractors present evidence of ownership, experience, ability, and financial standing. All low bidders and proposed subcontractors must have a fully completed a New York State Uniform Contracting Questionnaire on file with the Department to be considered for the award of a contract or the approval of a subcontract. If a current questionnaire is not on file at the time a low bid is submitted, the Department may exercise its option under Section 38 of the Highway Law and hold the low bidder's bid deposit until such time as a completed questionnaire is

received. New York State Uniform Contracting Questionnaires can be obtained from the Office of Contract Management Pre-Award Unit by calling (518) 457-1564 or from the following website:

https://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info

Any low bidder who does not have a completed New York State Contracting Questionnaire on file within ten days of receipt of the contract for execution may be subject to forfeiture of the amount of bid deposit pursuant to Section 103-02 of the Standard Specifications.

This is a BridgeNY contract subject to the approval of the New York State Department of Transportation (NYSDOT).

The low bidder will be required to complete a New York State Uniform Contracting Questionnaire, which must be approved by NYSDOT prior to an award being made.

Whenever local requirements differ from State requirements, the State requirements will prevail.

Where the NYSDOT is mentioned in any capacity (including, but not limited to, Department, State, Commissioner of Transportation, DOT, DCES or Director(s) of its subdivisions) as an approving authority with regard to materials, fabrication, inspections or other approvals, the approving authority shall be changed to the OWNER. This change shall be made in all of the documents relating to this contract.

BUY AMERICA

The Contractor should be aware that Buy America provisions are in effect on this project. The Contractor should reference the NYSDOT Standard Specifications for complete details.

FUEL, ASPHALT, AND STEEL PRICE ADJUSTMENTS

This contract includes price adjustments for:

- Asphalt
- Fuel
- Steel/Iron
    - Within 30 calendar days after award, the Contractor shall provide the Engineer with a list of materials to which the Contractor opts to apply the steel price adjustment, identifying the materials by groups of similar material content within a core (3 digit) contract pay item. If the Contractor does not provide a list of materials to which to apply the steel price adjustment, no steel price adjustment will be made. Refer to Section 698-3.03 of the NYSDOT Standard Specifications.

SPECIAL NOTES

AVAILABILITY OF RIGHTS-OF-WAY

The Contractor is hereby advised that all work shall be conducted within existing public rights-of-way or within temporary or permanent easements obtained for this project by the County, and all bids should be submitted on this basis.

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

The contractor shall make every effort to minimize impacts to the wetlands during all operations, particularly the construction of the roadway embankments.

1. All work to be performed under this contract will be within the public Right-of-Way (ROW) in accordance with Section 105-15 of the Standard Specifications. The contractor is to assure himself that all work is being performed within the ROW, including but not limited to vehicle access; storage of equipment, materials, debris and waste; landscaping; vegetation removal and management; grading, seeding and the installation of turf; and the installation of any fences or protective barrier.
2. If the Contractor is unable to identify the limits of Rights-of-Way when the contracts calls for work in those vicinities, the Contractor must contact the Project Engineer for definitive boundary determinations before any work may be initiated at those locations (Standard Specifications Sections 105-10 and 625).
3. In accordance with Section 105-15 of the Standard Specifications, releases for any non-essential contract work outside the existing Rights-of-Way, including plantings, landscaping or driveway enhancement, will be provided by the Project Engineer and in no instance are to be secured by the Contractor. The Contractor shall not invade private properties, lands, or buildings outside of the Rights-of-Way for any reason without first securing written permission from the property owner (Standard Specifications Section 105-15).
4. The contractor will be held liable for any damages done. Any such injuries of damages shall be satisfactorily repaired or items replaced at the contractor's expense (NYSDOT Standard Specifications section 107-08).

PRECAUTIONARY MEASURES

Where excavations occur in the sidewalks or other pedestrian ways, the Contractor shall provide a safe and orderly pedestrian passage around the excavation areas. The pedestrian passage shall not subject pedestrians to hazards from traffic or construction operations, nor cause the pedestrians to walk upon unsuitable or hazardous surfaces.

At the end of each day’s work and at all other times when construction operations are suspended, all equipment and other obstructions shall be removed from that portion of the roadway or sidewalk normally open for traffic. Upon completion of the work at each location, the Contractor shall remove all remaining material and equipment and shall leave the area that may have been affected by this operation

in a neat condition. All excavated material shall be taken away from the site at the end of each working day to a location approved by the EIC.

CONSTRUCTION PERMITS / DISPOSAL SITES

The Contractor shall give all necessary notices, obtain all permits and pay all legal fees encountered in the work. Copies of all permits are to be given to the EIC. He/she shall also comply with all public agency laws, ordinances or regulations of the State of New York and all local agencies having jurisdiction over work of this nature. Where a conflict occurs, these shall take precedence over any requirements of these specifications. This, however, shall not be interpreted as permitting the use of materials, equipment or work procedures inferior to those specified. It is the Contractor's responsibility to obtain all disposal sites necessary to allow him/her to complete the work.

CONSTRUCTION NOISE CONTROL

The Contractor shall be required to effectively control highway construction noise at all times. Control will be accomplished, but not limited to, the following:

- Limiting the hours of construction activity to between 7:00 a.m. and 7:00 p.m.
- The Contractor shall comply with all federal, state, and local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to this project.
- Prolonged idling of noisy equipment, which is not in use, shall be prohibited.
- Equipment shall be properly maintained to ensure that the operational noise is kept to a minimum.
- Conducting truck loading, unloading, and hauling such that noise is kept to a minimum. Actual routing of construction equipment shall be via streets that will cause the least disturbance to area residents.
- Each internal combustion engine, used for any purpose on the project or related to the project, shall be equipped with a properly operating muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

EXISTING ROADS

Existing roads used for the hauling of materials or equipment shall be kept free from debris and maintained by the contractor and left in a condition satisfactory to the EIC. The Contractor is warned that he/she shall be held responsible for any damage to existing roads caused by the operation of his/her equipment, and that adequate repairs for such damage shall be required at his/her expense.

TEMPORARY CONSTRUCTION

Payment for all false work, temporary supports, shoring, braces and other temporary construction shall be included in the price bid for the various payment items for which this work is performed unless otherwise noted.

SPECIAL NOTES

TRAFFIC CONTROL PLAN

Traffic will be detoured off-site for the duration of the work. Short-term lane closures are permitted. Pedestrians' access through the project area will not be maintained.

Maintenance and protection of traffic shall be provided in accordance with Section 619 of the Standard Specifications, the National Manual of Uniform Traffic Control Devices and New York State Supplement, and any provisions contained in the plans and/or proposal of this contract. Prior to the start of work the contractor shall submit the proposed signage layout and sign table for the designated Traffic Control Plan route to the EIC for approval. Any change that alters the basic concept of the plan must be approved by the EIC or his/her designee.

ACCESS TO ADJACENT PROPERTIES

Access to all adjacent properties shall be maintained during construction. The contractor shall extend and protect existing private driveways as necessary to meet the proposed roadway alignments as they change for the duration of construction.

STAGING AREAS

There are no designated staging areas on the contract documents. Upon completion of the project, the contractor shall restore Staging Areas to conditions as shown on the plans or to existing or better conditions if outside of the proposed limits shown on the plans.

No additional payment shall be made to the Contractor for re-establishing areas disturbed outside of the limits shown on the contract plans.

No currently designated construction staging areas are available. The contractor shall include access for all construction operations in his/her bid price. No additional costs to the County will be allowed due to access difficulties or changes in access permissions.

HIGHWAY WORK PERMIT

A NYSDOT Highway Work Permit is required before performing any work for the placement of temporary work zone traffic control measures along NYS Route 12/28 and NYS Route 365. The contractor shall be required to provide insurance to New York State, and a bond for the work being performed within the NYSDOT Right-of-Way. A sample copy of the Permit Application is attached.

REPORTING OF SPILLS, DISCHARGES AND/OR CONTAMINATED SOILS

The Contractor shall be responsible for reporting any findings of spills, leaks of petroleum products, contaminated soils, buried drums of unknown substances, or any other potentially hazardous materials to the NYSDEC within two (2) hours of the discovery. Notification must be made by calling NYSDEC – hotline number – (800) 457-7362.

SPECIAL NOTES

EROSION PROTECTION

The Contractor's attention is directed to the need for proper and early erosion control measures. Temporary soil erosion and pollution control plans are provided in the contract documents.

EXISTING VEGETATION

The Contractor shall give particular attention and care to protect from damage all existing vegetation, including turf, trees, ornamental plantings, etc., which is not within the actual construction limits. Every attempt shall be made to protect and save the vegetation that is near the construction limits according to the instructions of the EIC.

ARCHEOLOGICAL SALVAGE

It is the national policy to have preserved for public use historical and prehistoric sites, buildings, and objects of national significance for the benefit of the People of the United States. Indian remains, artifacts or ruins come within this policy.

Whenever, during the course of construction, historical ruins or objects are encountered, such objects will not be destroyed or moved. Work will be rescheduled to avoid disturbing such areas and the EIC of the project will be notified immediately.

DRAINAGE

All existing culverts and ditches within the contract limits are to be kept clean and free flowing for the duration of the contract; payment made under the appropriate erosion control pay items. Payment lines not shown on the plans shall be determined by the Engineer.

The Contractor must acquaint himself with drainage characteristics of the area so that he will progress his work efficiently with full knowledge of potential drainage problems.

WATERWAY NOTE

Cincinnati Creek – Class C(T) Stream

The waterway is not designated either as scenic or recreational per NYSDEC Inventory or the National Rivers Inventory List. The waterway is not considered navigable according to the State. Since Cincinnati Creek is a waterway of the United States, it is also protected under the Clean Water Act. The water quality shall be maintained suitable to sustain fish and other aquatic life throughout the duration of construction.

Both NYSDEC and USACE permits are included in this proposal book.

The Contractor shall take the necessary precautions to prevent any contamination affecting the quality of water in the waterway. Any debris or excess material from construction of these projects shall be

immediately and completely removed from the banks of the waterway to an appropriate upland area for disposal.

All areas of soil disturbance resulting from this project shall be seeded and mulched with hay or straw within one week of final grading. Areas of soil disturbance that are not under active excavation shall be mulched and seeded within 48 hours of disturbance. Mulch shall be maintained until suitable vegetative cover is established as determined by the Engineer.

Soil erosion and sediment control practices must be installed according to the construction schedule until permanent protection is established. The Contractor shall be responsible for the operation and maintenance of the temporary erosion control devices. The Contractor shall inspect the erosion controls once a week and after every storm, repair, and replace as necessary.

At no time shall the Contractor allow wet concrete or concrete leachate to enter into the waterway, including washings from concrete trucks, mixers and other devices. The Contractor shall also ensure that all formwork installed is leak proof and watertight so as to prevent patching and other materials from entering the waterway. Formwork plans shall be prepared and submitted to the Engineer for approval. No work shall be performed without the prior, written approval of the Engineer.

Any debris and excess material from construction and/or demolition work shall be immediately and completely removed from the banks of all water areas and wetland areas to an appropriate upland site for disposal. No accumulation, storing or stockpiling of material to be disposed of shall be permitted on site. At no time shall debris and excess material from construction be disposed of on NYSDEC property, watersheds, wetlands, or waterways. All exposed soil areas shall be mulched and seeded within 48 hours of disturbance (except for stockpiles or excavation areas).

TREE CUTTING AND BAT PROTECTION NOTE

No additional tree cutting or removal is anticipated for this project.

Tree Protection for Endangered Species - Disturbance includes removing trees, stockpiling material, storing equipment, or driving and parking vehicles beneath trees. Trees requiring protection may be designated by the Engineer-In-Charge. The contractor shall submit a plan to the Engineer-in-Charge for approval showing the proposed staging, storage, and stockpile areas for each site prior to placement of any equipment or materials at the subject area.

Time of year cutting restrictions - The Northern Long-eared Bat (Myotis Septentrionalis), the Indiana Bat (Myotis Sodalis) and the Tri-colored Bat (Perimyotis subflavus), all either threatened or endangered federal and state listed species, are not known to be in the project area.

In order to prevent any direct takings of the bat species, the contractor’s attention is hereby directed to the fact that any tree cutting shall (at all possible) only be performed after October 31 and before March 31. Time of year tree cutting restrictions apply to trees that are 3 inches or greater diameter at breast height (DBH).

SPECIAL NOTES

A blank Bridge/Bat Survey is attached for the contractor's reference and (if required) shall be completed within 2-years prior to the start of any work on the underside of the structure. The Bridge/Bat Survey will be completed (if required) by the engineer.

ASBESTOS CONTAINING MATERIALS (ACM)

Work to be performed under this contract will require the disturbing, destruction, or removal of known materials containing asbestos (existing water line). Item 210.3111 and Item 210.3211 have been included in the contract for the Contractor to safely remove and dispose of materials contaminated with asbestos.

Any additional encountered potential ACMs shall be tested for asbestos by a NYS certified asbestos testing firm. Should any potential ACM be identified as containing asbestos, the Contractor shall hire a NYS Certified asbestos remediation firm to perform the remediation of said ACMs.

The Contractor shall supply any and all pertinent certifications that apply to screening, testing, and remediation to the County's Representative prior to progression of any work contemplated under this item.

Refer to the Limited Hazardous Materials Survey in the Supplemental Information Section of these Contract Documents.

SPECIALTY ITEMS

The Contractor shall perform with its own organization contract work amounting to not less than 50 percent of the original total contract bid price, except that any items designated by the County as Specialty Item(s) may be performed by subcontract and the amount of any such. Specialty Items(s) so performed may be deducted from the original total contract bid price before computing the amount of work required to be performed by the Contractor with its own organization.

SHOP DRAWINGS

The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the Contract Documents. The EIC shall promptly review all shop drawings, the contract specifications and drawing requirements must be followed, and are not waived or superseded in any way by anything appearing in the submittal. The review of any shop drawing which deviates from the requirements of the Contract Documents shall be evidenced by a change order.

The Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any other Contractor, **one (1) digital set of all shop drawings as required electronically or via the Engineer's preferred electronic submittal system** and the Engineer shall distribute them with reasonable promptness. The Contractor shall make any corrections required by the Engineer, file with him corrected digital copies, and furnish such other copies as may be needed.

SPECIAL NOTES

When submitted for the EIC review, shop drawings shall bear the Contractors certification that he/she has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.

All shop drawing and material submittals shall utilize the attached shop drawing and material cover sheet. Each submittal shall be assigned a unique number, with the exception of resubmissions, which shall bear the number of the original submission with an “A”, “B”, “C”, etc. appended to denote subsequent submissions.

Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been reviewed by the EIC. A copy of each shop drawing and/or sample shall be kept in good order by the Contractor at the site and shall be available to the EIC throughout the duration of the project.

The Contractor shall be aware of all requirements; especially shop drawing format, requirements for professional engineer preparation, and shop drawing review times.

The Contractor shall be aware that the Engineer-in-Charge MUST be advised of ALL activity regarding shop drawings.

All shop drawings shall be prepared in US Customary units.

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.

MATERIAL SAFETY DATA SHEETS

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

MATERIAL CERTIFICATIONS

The Contractor is hereby alerted that no materials will be permitted to be installed in their final position and/or incorporated into the work until the required certifications for the respective materials are submitted to the Engineer and approved.

A Material Certification for the items specified is required for each actual delivery of the specified material as outlined in the NYSDOT Specifications. The certification shall include the following information:

SPECIAL NOTES

1. Material name and Item number
2. Contractor's name and job location
3. Manufacturer's name, address and telephone number.
4. Certification from the manufacturer that the materials comply with the appropriate specifications. Also, there shall be a statement as to domestic origin.
5. Certification must be signed by a person who will legally bind the company indicated by a statement or title of his position in the company.
6. Quantity being shipped.
7. Date of Delivery.

MATERIAL TESTING

It is the intent of these specifications that materials of construction shall be obtained from approved sources of the New York State Department of Transportation (NYSDOT).

Materials Procedure MP 501-03 is a document that describes the Contractor's Quality Control (QC) requirements and procedures for plant and field inspection of Portland Cement Concrete (PCC). *Details in this Material Procedure QC plan requirements, aggregate sampling & testing at the batch plant and field testing of concrete at the project site with associated testing frequencies and reporting requirements.* The cost associated with these requirements are the responsibility of the contractor.

Materials Procedure MP 501-04 is a document that describes the Department's Quality Assurance (QA) requirements and procedures for the field inspection of Portland Cement Concrete (PCC). *Details in this Material Procedure include the testing requirements & procedures associated with acceptance and payment determinations for the various PCC applications utilized by the Department.* The associated QA documentation requirements are procedure to calculate and determine Quality Adjustments with examples are also included. The cost associated with these requirements are the responsibility of the Owner ("Department").

As per these Material Procedures, there will be on site testing that is the responsibility of the Contractor and some that is the responsibility of the Owner ("Department"). Contractors should familiarize themselves with these Materials Procedures as no exceptions will be made.

All other items in the Contract Documents fall under the following:

General: It is the intent of these specifications that materials of construction shall be obtained from approved sources of the New York State Department of Transportation.

Test made by this agency are acceptable to Oneida County. This shall in no way, preclude the County from requiring retesting or additional tests if in the opinion of the E.I.C. it is in the best interests of the County to do so.

Asphalt and Concrete will be provided only by NYSDOT approved plants.

SPECIAL NOTES

QUALITY OF CONCRETE

Quality of Concrete: All concrete used on this project shall meet the requirements of New York State Specifications (US Customary), January 1, 2026, and as amended, and in addition to these requirements, shall have a minimum twenty-eight (28) day strength of 4,000 pounds per square inch, unless otherwise shown on the plans or indicated in the specifications.

Slump tests shall meet the requirements of the New York State Department of Transportation's "Standard Specifications" (US Customary), and as amended.

Crushed gravel for Coarse Aggregates shall not be used unless approved in writing by the E.I.C.

Test Cylinders: The cost of additional test cylinders requested by the contractor shall be borne by the contractor.

DELIVERY TICKETS

All deliveries for the specified items listed in the Contract to the site shall be accompanied by a delivery ticket. The delivery ticket shall include the following information:

1) Material Name
2) Contractor's name and job location.
3) Supplier name, address, and telephone number.
4) Quantity being delivered.
5) Date of Delivery

REQUEST FOR INFORMATION (RFI) PROCESS

Requests for Information (RFI's) are a communication tool to facilitate resolution of or to clarify design document issues. As such, it is of paramount importance that the RFI process be formal and documented at all points in the submission and response to the RFI.

RFI's will address legitimate questions from the Contractor (or subcontractors through the Contractor), to clarify design documents.

The RFI process will be defined during the pre-construction meeting. No questions of consequence will be answered regarding the Contract Documents unless they are addressed in an RFI and that the RFI should be submitted in advance of the work that it addresses in order to allow time for response. The RFI template will be distributed to the Contractor at the pre-construction meeting in electronic format.

The RFI process shall be as follows:

1. Contractor initiates RFI to address a legitimate question, providing a detailed question, Contract Document references, a suggested solution, and an opinion as to monetary or time damages.

2. Contractor will submit RFI electronically or via the Engineer's preferred electronic submittal system to the Engineer-in-Charge.
3. The Engineer-in-Charge will review the RFI to ensure that the RFI is complete. Incomplete RFI's will be returned to the Contractor. If complete, the Engineer-in-Charge will assign a number to the RFI, record the RFI in the RFI log, then determine who will be the Primary Responder. Generally, technical interpretations of the Contract Documents will be the responsibility of the design Engineer.
4. Within five (5) calendar days, the Primary Responder will address the question on the RFI form and return it to the Engineer-in-Charge (assuming that the Primary responder is not the Engineer in Charge). If the response hinges on the response of others, the Engineer-in-Charge will be given an estimate of response time so that the Contractor can be informed.
5. If the Engineer in Charge or Construction Manager has questions regarding the response, the questions will be addressed with the Primary Responder prior to the return of the RFI to the Contractor.

The Engineer-in-Charge will record the response date of the RFI, a short summary of the resolution in the RFI log, and an opinion as to any monetary and/or time damages that are a result of the answer, and transmit it to the Contractor.

In the event an RFI addresses an illegitimate item, the RFI will be logged and returned to the Contractor by the Engineer-in-Charge with a reason that the RFI was returned. An illegitimate RFI is an RFI that addresses a clearly identifiable item that should have been addressed pre-bid or is contained within the Contract Documents. In this case, the return of the RFI signifies a removal of the question from the RFI process and that the question will be handled in another forum.

In the event that the Contractor submits multiple RFI's at the same time, the Engineer-in-Charge will inform the Contractor that the RFI's will be prioritized and will be addressed in the prioritized order, with the first response coming within 5 calendar days. The remainder of the responses will be staggered at 3-day maximum intervals and will be provided in order of priority. The Contractor will review; revise priorities based on construction schedule, and sign off on the final prioritization.

SUBMITTALS

All shop drawing and material submittals shall utilize the attached shop drawing and material cover sheet. Each submittal shall be assigned a unique number, with the exception of resubmissions, which shall bear the number of the original submission with an "A", "B", "C", etc. appended to denote subsequent submissions.

APPLICABLE STANDARD SHEETS

The "STANDARD SHEETS (US Customary Units) January 1, 2026 (Amended)" available at:

https://www.dot.ny.gov/main/business-center/engineering/cadd-info/drawings/standard-sheets-us

shall be considered the latest revisions of the standard sheets maintained by the Department for the purposes of this contract.

SUPERPAVE ASPHALT - PG BINDER AND MIX DESIGN LEVEL

Requirements of this note apply to all Section 404 Asphalt Pavement items in this contract.

PG BINDER

Use a PG 64S-22 (Standard) meeting the requirements of AASHTO M 332, Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR), for the production of asphalt mixtures for this project. Terminal Blend Crumb Rubber modifier may be used for this PG binder.

When terminal blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
- The CRM PG binder shall be 99% free of particles retained on the 600 µm sieve as tested in accordance with Section 5.4 of M 332.

Use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited for mixtures under this contract. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

MIX DESIGN

The mixture designs must be developed in accordance with the criteria specified in the asphalt pavement items that are appropriate for the Mixture Design Level of 50 gyrations.

Note: The PG binder for this project may be modified with CRM additives to meet the requirements stated above. Handling of the asphalt mixture shall be discussed at pre-construction and pre-paving meetings.

BRIDGE PLATE (BIN PLATE)

One Bridge Identification Number (BIN) plate will be required for each bridge in this contract. For each bridge, there may, or may not, be an existing BIN plate.

Therefore, one of the following conditions will exist with regard to BIN plates for any particular structure:

Condition No. 1. A BIN plate is attached to the structure but the nature of the work to be done does not require its removal.

Condition No. 2. A BIN plate is attached to the structure and the nature of the work to be done requires its removal.

Condition No. 3. A BIN plate is attached to the structure and is defaced, or otherwise damaged or incorrect.

Condition No. 4. A BIN plate is not attached to the structure.

Under Condition No. 1 the Contractor's sole obligation shall be to protect the plate from damage during the course of work.

Under Condition No. 2 the Contractor shall be required to remove and store the BIN plate until such time as the BIN plate may be reinstalled without danger of damage. This requirement shall also apply if the BIN plate is being transferred from and existing abandoned bridge to a new in-service bridge. The Contractor shall furnish all necessary expansion anchors.

Under Condition No. 3 the Contractor shall be required to furnish and install a new BIN plate and remove the damaged BIN plate. The contractor shall furnish the panel with reflective background, numerals and expansion anchors. If the BIN number cannot be deciphered the Engineer will supply the number.

Under Condition No. 4 the Contractor shall be required to furnish and install a BIN plate on the completed structure. The Engineer will supply the Bridge Identification Number. The Contractor shall furnish the panel with reflective background, numerals and expansion anchors.

Regardless of which condition governs the BIN plate installation, should damage occur to the BIN plate and the Engineer determines it cannot be repaired, the Contractor shall furnish a new plate consisting of the panel with reflective background, numerals and expansion anchors at no expense to the Owner. If the Engineer determines the BIN plate may be repaired, repair shall be done at no expense to the Owner. This requirement applies to all four conditions.

The material requirements for the three parts of the BIN plate are:

Panel with Reflective Background. The aluminum panel and reflective background shall conform to the material and fabrications requirements of Materials Specification 730-01, Aluminum Sign Panels. The background material shall be green reflective sheeting conforming to Materials Specification 730-05.01 (Class A Sheeting). The size of the panel shall be 1/8 inch thick by 3 inch by 12 inch. The panels shall have two 5/16 inch drilled or punched holes for mounting, located 1/2 inch from the ends of the panel and 1 1/2 inch from the top or bottom of the panel. The reflective sheeting used to form the background shall be a minimum of 3 inches wide by 10 inches long, or may be a full 12 inches long.

Numbers. The numbers shall be reflective sheeting conforming to Materials Specification 730-05.01 (Class A Sheeting) except that the adhesive shall be pressure sensitive such that the numbers can be applied to the background in the field. The numbers shall be 2 inches high and silver-white in color conforming to FHWA series C dimensions.

Prior to placing the cutout numbers on the panel, the reflective background shall be clean and free of dirt and oil which may adversely affect proper adhesion. The numbers shall be placed on the reflective

background, perpendicular to the longitudinal axis of the panel, and vertically centered. The reflective background and numbers shall be coated and/or edge sealed in accordance with the recommendations of the sheeting manufacturer.

Expansion Anchors. 1/4 inch diameter by 1 1/2 inch long stainless steel nail drive expansion anchors meeting GSA Specification A-A-1922 shall be used to attach the BIN plates to concrete and masonry surfaces.

The BIN plates shall be attaches to the beginning abutment of the bridge using expansion anchors. The plate shall be placed high on the abutment, near the fascia of the bridge.

The cost of this work shall be included in the various items of the contract.

WINTER SHUTDOWN AND COLD WEATHER WORK

Winter Shutdown is not anticipated for this project. In the event the project requires winter shutdown the contractor shall temporarily seed and mulch all exposed soil surfaces.

Concrete

Cold weather placement of concrete (ambient air temperature at or below 45°F) will be permitted for the use on this project at the discretion of the Engineer.

If permitted by the Engineer, the Contractor shall meet the requirements specified for cold weather concrete placement and curing requirements in Section 555 – Structural Concrete (particularly 555-3.04) and Section 557 – Superstructure Slabs, Sidewalks on Bridges, and Structural Approach Slabs (particularly 557-3.05) of the current as of this letting NYSDOT Standard Specifications, including all current addenda.

No additional payment shall be made for placement of concrete in cold weather conditions. The contractor shall be prepared to use enclosures and heating equipment, including but not limited to the use of forced hot air, hot water boilers, and hoses, or other methods suitable to the Engineer prior to concrete placement and during the applicable concrete curing periods, for placements and curing times that overlap the cold weather cutoff dates set forth in the specifications.

Earthwork

Compaction of soil during cold weather is difficult and can be impractical. Water acts as a lubricant aiding in the process of compaction. As the temperature decreases, the water becomes more viscous (less slippery) and inhibits efforts to pack the soil particles together.

Eventually, the water becomes ice, at which point compaction is impossible. For this reason, New York State does not permit normal earthwork placement between November 1st thru April 1st unless there is an approved Winter Earthwork submittal.

SPECIAL NOTES

Winter Earthwork is defined as construction operations requiring soil compaction performed from November 1st thru April 1st. The execution of Winter Earthwork requires modifications to compaction procedures, changes to material requirements, and/or additional equipment and structure assembly for controlling the weather effects on the material and existing ground conditions.

Although Winter Earthwork may be performed when the air temperature, ground temperature, or material temperature is at or below 32° F, frozen material will not be placed, nor will fill material be placed on ground frozen to any depth, in any work incorporated into the final product.

TECHNICAL REQUIREMENTS FOR ITEM 637.34 – OFFICE TECHNOLOGY AND SUPPLIES

SECTION 637 - PAY ITEM QUANTITIES

Pay Item Description	Pay Item #	Quantity of Pay Item to be included in Contract	
Office Technology & Supplies	637.34	Media Center High Speed Internet Connection	1 1

All Office Technology and Supplies will remain the property of Contractor at the completion of the project. The technical specifications for the media center and high-speed internet connection are shown below.

Equipment to be provided: ('Quantity' refers to the number of units to be provided (1, 2, 3, etc.), it is subject to change by the Engineer)

Media Center (Printer & Scanner) Quantity __1___

Technical Specifications:

This pay item shall include all the components, peripherals, software, and accessories specified as follows:

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

MEDIA CENTER (PRINTER & SCANNER)

- Laser printer
- Scanning capability
- Paper Size - Capable of printing and scanning 11" x 17"
- Resolution – 600 x 600 dpi, color (minimum)
- Memory - 16 MB (minimum)
- Print Speed - 15 ppm (minimum)
- w/ postscript level 2 emulation (minimum)
- Must be stand-alone and network ready

SPECIAL NOTES

ACCESSORIES

- Printer cable to connect the printer to a computer or network

HIGH SPEED INTERNET

- Must be stand-alone DSL or high-speed equivalent, Dial-up over phone line is not acceptable. The equipment shall be no more than one (1) year old. To verify the age of the equipment, the Contractor shall provide the Engineer with a dated copy of the receipt(s) for the purchase of the equipment.

[Notes: If a specification is followed by "(minimum)" then the stated requirement or better is acceptable. Otherwise, only the stated requirement is acceptable. For accessories proceeded by "(*)", the Contractor shall replenish these items, under the 'Office Technology Supplies' pay item, as required by the Engineer and be of a type, size, quality, and capacity acceptable to the Engineer. These items shall remain the property of the Contractor.]

UPDATES AND MODIFICATIONS TO STANDARD SPECIFICATIONS (NYSDOT)

Prospective bidders are hereby notified that the NYSDOT Standard Specifications for Construction and Materials (US Customary Units) has been updated multiple times by NYSDOT. The NYSDOT's website contains an official copy of updated Standard Specifications. It is located at:

https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc

The responsibility of maintaining an up-to-date copy of the Standard Specifications lies solely with the prospective bidders and as such, the references provided herein are for informational purposes only. In order to obtain all updates and modifications to the Standard Specifications, prospective bidders should consult the NYSDOT's Engineering Information Issuance System, which is located at:

https://www.dot.ny.gov/eieb

Prospective bidders who do not have a copy of the Standard Specifications may download a copy from the following website:

https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc

Alternatively, prospective bidders who do not have a copy of the Standard Specifications may order a copy by contacting the NYSDOT Plan Sales Unit at:

NYSDOT Plan Sales Section
50 Wolf Road, 1st Floor
Albany, New York 12232
tel. (518) 457-2124
fax. (518) 457-2642

SPECIAL NOTES

UTILITY COORDINATION

All known public and private utility installations within the contract limits are shown in their approximate existing 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.

The Contractor shall satisfy himself/herself as to the exact location of utility lines and shall protect and support in a suitable manner at his/her own expense all underground utilities encountered in his/her excavation and trenching operations. The Contractor shall make good any damage to those utilities caused by his/her operations. If the nature of the damage is such as to endanger the satisfactory operations of the utilities and the necessary repairs are not immediately made by the Contractor, the work may be done by the respective companies and the cost thereof charged against the Contractor.

If required, the relocation and adjustment of all privately-owned utilities will be performed by the respective utility companies at their expense. It is imperative that the Contractor consult, cooperate and coordinate his work fully with the utility company.

Prior to the commencement of construction, the Contractor shall meet with all the known public and private utility companies occupying the work site. The Contractor shall, at this meeting, inform the utility companies of his/her schedule of operations and so coordinate his/her work with these companies.

The Contractor shall coordinate arrangements for de-energizing lines during operations requiring electrical safety.

The Contractor specifically agrees that he has included in his/her unit prices and lump sum prices bid for the various items of the contract any additional cost of doing the work under this contract because of the fact that he/she may not have a clear site for the work and because of interference of roadway use by the utilities, and the necessary or desirability of opening certain sections of pavement to traffic before the entire work is completed.

Utilities encountered during the work shall be maintained and protected in their existing locations until otherwise provided for. If service or utility lines not shown on the plans are encountered, 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.

The Contractor shall be responsible for any damage to utility lines caused by his operation.

UTILITY SCHEDULE

The utility relocations are in progress by the respective utility owners as outlined below and in the Utility Work Agreements.

The Contractor must coordinate his schedule of operations with the various Utility owners involved in the project and shall verify utility information found in the contract documents and notify the Resident

SPECIAL NOTES

Engineer of any differentiation in the field conditions from the contract documents. Additionally, all notes in the contract plans apply.

Coordination will be required to perform any work within the project limits while utility agencies are relocating their overhead and underground services. The Contractor understands that by bidding on this project, there may be lapses in accessibility to portions of the project site. He shall factor this into his cost for bid items and may not make delay claims against Oneida County relative to utility installation work.

The following are known utilities in the vicinity of the project that WILL require relocation:

NATIONAL GRID - ELECTRIC
VERIZON – TELEPHONE COMPANY
CHARTER – COMMUNICATION
TOWN OF TRENTON – LIGHTING
TOWN OF TRENTON - WATER

National Grid - Electrical
Erick Rogemoser, P.E.
(585) 415-2980

Verizon – Telephone Company
Mike Myers
(518) 461-1136

Charter – Communications
Thomas Hopler
(315) 292-3317

Town of Trenton – Lighting
Michael Bennison
(315) 534-4846

Town of Trenton – Water
Michael Bennison
(315) 534-4846

The Contractor shall notify the respective utility owners a minimum of two weeks prior to any planned shutdown of the service. Coordination and cooperation between the Contractor and the Utility Owner will ensure that the project remains on schedule and all work progresses smoothly.

The Contractor shall provide for all safety procedures and construction activities, including any special erection procedures for the new structure with these utilities and poles at no additional cost to the County.

SPECIAL NOTES

ELECTRICAL CONTACT AND BACKING RULES

The following provisions shall apply to all work on the project, including the activities of all subcontractors, crane operators, independent truckers, owner-operators, etc. All costs involved in satisfying the following provisions shall be included in the price bid for the Maintenance and Protection of traffic requirements of the contract.

A. A spotter shall be required when backing any vehicle or equipment with restricted visibility to the rear. This rule applies in any location where workers on foot, pedestrians, private vehicles, or other similar hazards may be present.
B. If the driver loses visual contact with the spotter, the vehicle shall be immediately stopped until visual contact is reestablished.

C. Dump trucks may raise boxes to dump only under the control of a spotter, unless in an area clearly marked to be free of overhead wires and safe for dumping.

D. Dump trucks must lower boxes prior to moving, except when dumping in to a paver or similar operations under the control of a spotter.

E. All cranes, backhoes, and similar equipment shall observe all High Voltage Proximity Act requirements, and shall operate under the control of a spotter whenever working in the vicinity of an overhead line.

F. There are to be no exceptions to these rules. Any drivers or operators who drive or operate in violation of these simple rules are to be removed from the project immediately, and will not be allowed to return to any DOT project.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

Form PERM 33 (September 2023)
Highway Work Permit Application for Non-Utility Work

Instructions and Form

(For Commercial Driveways, use Form PERM 33-COM)

INSTRUCTIONS FOR COMPLETING THE APPLICATION

FRONT OF APPLICATION

Three (3) copies of the entire application, work plans and all other supporting documents must be submitted. At the time of application, certain information relative to fees and deposits may be contingent upon determinations to be made by the Department. In such cases, the information may be left blank and remittance withheld until a determination is made.

Please complete the following:

- Permittee name, address, phone and email address. Provide joint applicant contact information, if appropriate. If there are additional applicants, attach contact information on a separate sheet.
- Name and phone number(s) of emergency contact person.
- If permit is to be returned to someone other than the applicant, complete this section.
- If the guarantee deposit or bond is to be returned to someone other than applicant, complete this section.
- Estimate the cost of work being performed in the state highway right-of-way and provide this figure.
- Indicate anticipated duration of work to be performed with starting date and ending date.
- Indicate the form of insurance coverage to be provided.
- Give a brief description of the work that is proposed to be done under this permit.
- Indicate whether any overhead and/or underground work (5 foot or greater depth) is included in the proposed work.
- Plans and specifications should accompany this application for any work that involves construction within the state highway right-of-way. Place a check mark on the lines for plans and specifications if they are attached to this application.
- Location of the project should be identified by State Route, highway reference marker(s), and the municipality and county in which work area is located.
- In regard to State Environmental Quality Review (SEQR), indicate the type of action, the name of the Lead Agency, and what date the final determination was made, if available.
- Signature of applicant and date.
- Signature of second applicant, if any, and date.

BACK OF APPLICATION

- Check type of work that will be performed.
- In the appropriate column, indicate total amount of permit fees (Include insurance fee for residential work)
- Indicate type of performance security provided (bond, deposit, letter of credit), if required.
- Indicate check number of deposit or bond number.

RESPONSIBILITIES OF PERMITTEE
PURSUANT TO NON-UTILITY HIGHWAY WORK PERMITS

NOTE: FAILURE TO OBTAIN A PERMIT OR FAILURE TO COMPLY WITH THE TERMS OF A PERMIT MAY RESULT IN THE DEPARTMENT HALTING THE ACTIVITY FOR WHICH A PERMIT IS REQUIRED UNTIL ADEQUATE CORRECTIONS HAVE BEEN MADE.

1. LIMITATIONS ON USE: The specific site identified in this Highway Work Permit, and only that site identified, will be available for use by Permittee only for the purpose stated in this Permit and only on the date(s) and for the duration designated in this permit. This Permit does not authorize any infringement of federal, state or local laws or regulations, is limited to the extent of the authority of NYSDOT and is transferable and assignable only with the written consent of the Commissioner of Transportation. The Commissioner reserves the right to modify fees and to revoke or annul the Permit at any time, at his/her discretion without a hearing or the necessity of showing cause.

2. CONDITIONS OF USE: NYSDOT makes no affirmation that the state-owned site used for the work has been designed, constructed, or maintained for the purpose of the conduct of the work. The Permittee assumes full responsibility for planning and conducting a safe and orderly project that does not expose workers or the public to any unreasonable hazards and that involves a minimal disruption of the normal uses of the state and local highway systems. It shall be the sole obligation of the Permittee to determine whether the site is suitable for the purpose of safely conducting the work. The Permittee assumes all responsibility for assuring that the use of the highway/property conforms to applicable requirements of law, including, but not limited to those set forth herein.

Permittee agrees to assure compliance with New York Labor Law, industrial regulations, and OSHA regulations, and to assure the safety of all workers who will be engaged to do the permitted work.

3. INSURANCE COVERAGE: Permittee must have the insurance that is required for the type and extent of the work being performed.

Permittee agrees to maintain liability insurance in full force and effect throughout the term of the highway work permit. Expiration of, or lack of, liability insurance automatically terminates the permit.

To comply with this requirement, an applicant must furnish the Department with one of the following:

- A completed **Certificate of Insurance** evidencing the required types and limits of insurance coverage, with New York State Department of Transportation named as an additional insured on the commercial general liability policy. An industry standard **ACORD 25** form with an **ACORD 855** Addendum is acceptable evidence of the required coverage. Certificate Holder should be indicated as New York State Department of Transportation, with the address of the issuing office.

- A fully executed **Undertaking Agreement** may be provided by Municipalities, Public Utilities, Transportation Corporations, Public Service Corporations or Railroads, as an alternative to providing proof of commercial general liability the insurance.

- **Homeowners** applying for a residential work permit (driveways, improvements or tree work) and performing their own work have the option to pay a **$25 Insurance Fee**, and waive the requirement to provide insurance coverage. Any contractor doing work on the homeowner's behalf must be listed on the permit and provide satisfactory proof of insurance as set forth below.

See "PERM 33 Submission Package Requirements" on page 4 for more detailed guidance on insurance coverage.

4. COMPENSATION AND DISABILITY INSURANCE COVERAGE: Permittee is required to have compensation insurance and disability coverage as noted in the provisions of the Worker's Compensation Law and Acts amendatory thereof for the entire period of the permit, or the permit will be invalid. Applicant must provide proof of coverage (Form C-105.2, U-26.3 or SI-12 for Worker's Compensation, and DB-120.1 or DB-155 for Disability Benefits), or provide proof of exemption from this requirement (Form CE-200).

5. INDEMNIFICATION: Permittee agrees that, in addition to any protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations; whether undertaken by Permittee's own forces or by contractor or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, NYSDOT and their agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any claim, including but not limited to claims for personal injuries, property damage or wrongful death and/or environmental claims, in any way associated with the Permittee's activities or operations, no matter how caused.

6. NOTIFICATION: The following should be notified at the appropriate time as shown below:

- Commissioner of Transportation, through the NYSDOT regional office, one week prior to commencing work.
- Area gas distributors, 72 hours prior to any blasting.
- Utility companies with facilities in work areas, before starting work (in accordance with Industrial Code 53).
- Permission from utility company must be obtained before commencing work affecting the utilities' facilities.
- NYSDOT regional signal maintenance shop, 3 days prior to starting work (traffic signal work).
- NYSDOT regional office, at conclusion of work, and return original copy of permit to Resident Engineer.

NOTIFICATION FOR ANNUAL PERMITS: Notify by phone, the Regional or Resident Engineer's Office, one week in advance, each time regular maintenance work is to be performed. In emergencies, notification by phone, fax or email should be made as soon as is practical, no later than the next business day.

7. SITE CARE AND RESTORATION: A bond, deposit (bank cashier's check), or a Letter of Credit, in an amount designated by the Department of Transportation, may be required before a permit is issued, in order to guarantee restoration of the site to its original condition. A fully executed Undertaking Agreement may be accepted as an alternative security, where applicable. If the Department is obliged to restore the site to its original condition, the costs to the Department will be deducted from the amount of the permittee's deposit at the conclusion of the work. Costs in excess of the bond/deposit on file will be billed directly to the permittee. If permittee posts a Letter of Credit, the Department may elect to have a contractor restore the site, and issue a draft drawn against the Letter of Credit as payment.

- Anyone working within state highway right-of-way must wear **high visibility apparel** and **hard hat** meeting ANSI Class 2 requirements.
- No unnecessary obstruction is to be left on the pavement or the state highway right-of-way, or in such a position as to block warning signs during non-working hours.
- No work shall be done to obstruct drainage or divert creeks, water courses or sluices onto the state highway right-of-way.
- All false work must be removed and all excavations must be filled in and restored to the satisfaction of the Regional Maintenance Engineer.

8. COSTS INCURRED BY ISSUANCE OF THIS PERMIT: All costs beyond the limits of any liability insurance, surety deposits, etc. are the responsibility of the permittee. The State shall be held free of any costs incurred by the issuance of this permit, direct or indirect.

9. SUBMITTING WORK PLANS: The applicant will submit three (3) copies of work plans and/or maps as required by the Department. This shall include (but not limited to) such details as: measurements of driveways with relation to nearest property corner; location of existing and proposed poles, guide rail, signal equipment, trees or drainage structures; positions of guys supporting poles; a schedule of the number of poles and feet of excavation necessary for completion of work on the State right-of-way. A description of the proposed method of construction will be included.

- Plan work with future adjustments in mind, as any relocation, replacement or removal of the installation authorized by this permit and made necessary by future highway maintenance, reconstruction or new construction, will be the responsibility of the permittee.
- Driveway plans should be prepared in accordance with NYSDOT POLICY AND STANDARDS FOR ENTRANCES TO STATE HIGHWAYS.
- The permittee must coordinate the work with any State construction being conducted.

10. TRAFFIC MAINTENANCE: A plan detailing how the permittee intends to maintain and protect traffic shall be submitted with work plans. Traffic shall be maintained on the highway in a safe manner during working and non-working hours until construction is completed. The permittee is responsible for traffic protection and maintenance, including adequate use of signs, barriers, and flag persons during working and non-working hours until construction is completed. All sketches will be stamped with "MAINTENANCE OF TRAFFIC SHALL BE IN CONFORMANCE WITH THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."

11. COST OF INSPECTION AND SUPERVISION: Prior to issuance of the Highway Work Permit, the permittee may be required to sign an INSPECTION PAYMENT AGREEMENT FOR HIGHWAY WORK PERMITS (FORM PERM 50) agreeing to the payment of construction inspection charges, based on the number of work days involved. In certain cases, the permittee may also be required to sign a PAYMENT AGREEMENT FOR HIGHWAY WORK PERMITS DESIGN REVIEW (FORM PERM 51) agreeing to design review charges, based on the number of work hours in which Department employees were engaged in design review activity.

12. SCOPE:

- **Areas Covered:** Permits issued are for highways, bridges and culverts over which the New York State Department of Transportation has jurisdiction. (Local governments issue permits for highways under their jurisdiction.) Work locations must be approved by the Department.
- **Maintenance:** Unless noted otherwise, applicant shall be fully responsible for the maintenance of all items installed and/or altered as shown on the approved permit plans and documents. Property owners having access to a state highway shall be fully responsible for the maintenance of their driveway in accordance with POLICY AND STANDARDS FOR ENTRANCES TO STATE HIGHWAYS.
- **Work Commencement:** The Permittee shall have a copy of the permit available at the site during the construction period. Work should start within 30 days from validation date of permit or said permit may be revoked.

13. REPORTING ACCIDENTS: Permittee is required to report any accidents that occur during the course of the permit work to their insurance company, and to provide the Department with a copy of any such report.

14. COMPLETION OF PROJECT: Upon completion of the work within the State highway right-of-way authorized by the work permit, the person and his or its successors in interest shall be responsible for the maintenance and repair of such work or portion of such work as set forth within the Terms and Conditions of the Highway Work Permit.

PERM 33 Submission Package Requirements

Submit three (3) copies of the final submission package: Submission package must include the entire PERM 33 with all work plans and supporting documents, including the following (check all that apply):

	Stamped Final Plans – Submit in PDF file format on CD, with three (3) paper copies (1" = 50'), or as requested
	ACORD 25 - Certificate of Insurance, with NYSDOT named as Additional Insured (See line 3 below).
	ACORD 855 - New York Construction Certificate of Liability Insurance Addendum (See line 3 below).
	PERM 1, 2, 6 or 16 - Undertaking Agreement, if applicable (See line 4 below).
	PERM 36 - Attachment to Highway Work Permit – Consultant Inspection, if applicable
	PERM 44 - Surety Bond – Performance bond in Applicant's name, or deposit (Bank cashier's check required)
	PERM 50 – Inspection/Supervision Payment Agreement, if applicable
	Proof of Worker's Compensation Insurance (Form C-105.2, U-26.3 or SI-12), or proof of exemption (Form CE-200)
	Proof of Disability Benefits Coverage (Form DB-120.1 or DB-155), or proof of exemption (Form CE-200)
	Permit Fee (Include $25 Insurance Fee for residential operations)
	Other (specify):

Insurance Requirements

1) In most cases, Permittee must provide proof of **Commercial General Liability** insurance coverage with limits of liability not less than **$1,000,000** per claim/occurrence, unless any of the following circumstances exist, in which case the limits of liability shall not be less than **$5,000,000** per claim/occurrence:

   (a) The estimated value of permitted work in state right-of-way is $250,000 or more (see line 6 below);
   (b) The permitted work requires or includes the construction, alteration or maintenance of underground features at any depth five feet or more below grade;
   (c) The permitted work requires or includes the construction, alteration or maintenance of overhead features that include, but are not limited to, traffic signals, overhead sign structures, retaining walls or other grade separation structures.

2) Exceptions to the above liability limits include: (a) Annual maintenance permits require limits of liability not less than $5,000,000 per claim/occurrence; (b) Permits for vegetation control activities require limits of liability not less than $1,000,000 per claim/occurrence; (c) Residential driveway permits require limits of liability not less than $500,000 per claim/occurrence; and (d) Adopt-a-Highway permits are exempt.

3) **ACORD 25** with **ACORD 855** (New York Construction Addendum) shall be submitted as an acceptable proof of liability coverage. New York State Department of Transportation should be named as Additional Insured and as the Certificate Holder at the address of the issuing office.

4) Municipalities, public utilities, public authorities and railroads may elect to provide a fully executed Undertaking Agreement as a substitute for providing proof of insurance coverage, or any other financial security otherwise required.

5) Homeowners may pay a $25 Insurance Fee in lieu of providing proof of insurance, however any contractor performing on behalf of a homeowner and who is named on the permit must provide proof of insurance as outlined above.

6) When the estimated cost of work being performed in the right-of-way equals or exceeds $250,000, Permittee must additionally provide proof of a **Protective Liability (OCP)** insurance policy with a minimum liability limit of $1,000,000 per occurrence, with New York State Department of Transportation as Named Insured.

Permittee agrees to maintain liability insurance in full force and effect throughout the term of the highway work permit. Expiration of, or lack of, liability insurance coverage automatically terminates the permit.

For more information on insurance requirements, go to: www.dot.ny.gov/permits-insurance

STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION

HIGHWAY WORK PERMIT APPLICATION FOR NON-UTILITY WORK

Application is hereby made for a highway work permit:

Name _____

Address _____

City _____ State _____ Zip _____

Applicant Phone (_____)_____

Applicant Email Address _____

For Joint application, name and address of Applicant 2 below:

Name _____

Address _____

City _____ State _____ **Zip** _____

Applicant 2 Phone (_____)_____

Applicant 2 Email Address _____

Emergency Contact _____

Emergency Phone (_____) _____

RETURN PERMIT TO: ***(if different from Permittee)***

Name _____

Address _____

City _____ State _____ Zip _____

RETURN DEPOSIT/BOND TO: ***(if different from Permittee)***

Name _____

Address _____

City _____ State _____ Zip _____

DESCRIPTION OF PROPOSED WORK: _____

_____

_____

_____

Estimated cost of work being performed in highway right-of-way: $ _____

Anticipated duration of work: From _____ to _____ (applies to the operations indicated on the reverse side)

WILL OVERHEAD OR UNDERGROUND (5'+) OPERATIONS BE INVOLVED IN THE PROPOSED WORK? YES _____ NO _____

ATTACHED: Plans _____ Specifications _____

LOCATION: State Route: _____ Located Between Reference Markers _____ and _____

City/Town/Village of _____ County of _____

SEQR REVIEW (select one)

[ ] Type II [ ] Type I [ ] Unlisted LEAD AGENCY: _____ DATE OF DETERMINATION: _____

Insurance (check one): _____ General Liability Insurance _____ Undertaking _____ Insurance Fee (residential operations only)

NOTE: PERMIT IS ISSUED CONTINGENT UPON ALL LOCAL REQUIREMENTS BEING SATISFIED

<u>ACKNOWLEDGMENT</u>: ON BEHALF OF THE APPLICANT, I HEREBY REQUEST A HIGHWAY WORK PERMIT, AND DO ACKNOWLEDGE AND AGREE TO THE RESPONSIBILITIES OF PERMITTEE AND THE OTHER OBLIGATIONS SET FORTH IN THIS PERMIT AND WARRANT COMPLIANCE THEREWITH.

Applicant Signature _____ Date _____

Applicant 2 Signature _____ Date _____

Approval recommended by Resident Engineer _____ Res No _____ Date _____

Approved by Regional Traffic Engineer _____ Reg No _____ Date _____

		Operational Type and Description	Permit Fee	Insurance Fee	Total Fees
DRIVEWAYS					
	5a1	**Residential Driveway (includes field entrances)**	**15**	**25**	
	5a6	**Temporary access road or street**	**200**		
		*For Commercial Driveways and subdivisions streets, use form **PERM 33-COM***			
IMPROVEMENTS					
	5b1	**Residential**	**15**	**25**	
	5b2a	**Commercial- Sidewalk, curb paving, drainage, etc.**	**200**		
	5b2b	**Commercial – Grade, seed, improve land contour, clear brush**	**100**		
	5b2c	**Commercial – Resurface existing road or driveway**	**50**		
	5b2d1	**Annual resurfacing of roadways and driveways – PER COUNTY**	**150**		
		Number of counties:			
	5b2d2	**Annual resurfacing of roadways and driveways – PER REGION**	**400**		
TREE WORK					
	5c1	**Residential**	**15**	**25**	
	5c2a	**Commercial removal or planting**	**25**		
	5c2b	**Commercial pruning, applying chemicals to stumps**	**25**		
	5c3	**Vegetation control for advertising signs – PER SIGN**	**150**		
		Number of Signs:			
MISCELLANEOUS CONSTRUCTION AND WORK OPERATIONS					
	5d1	**Beautify ROW (civic groups only)**	**N/C**		
	5d2a	**Temporary signs, banners, décor (not-for-profit organizations)**	**N/C**		
	5d2b	**Temporary signs, banners, décor (Other organizations)**	**25**		
	5d3	**Traffic control signals**	**500**		
	5d4	**Warning and entrance signs**	**25**		
	5d5	**Miscellaneous – Requiring substantial review (describe below)**	**400**		
	5d6	**Miscellaneous (describe below)**	**25**		
OTHER TYPES OF HIGHWAY WORK PERMITS					
	6	**Encroachment caused by DOT acquisition of property**	**25**		
	7a1	**Compulsory permit required for demolition requested by DOT**	**N/C**		
	7a2	**Compulsory permit required for moving requested by DOT**	**N/C**		
	7b	**Improvement to meet Department standards**	**N/C**		
	8	**Miscellaneous (describe below)**	**25**		
	9	**Adopt-a-Highway**	**N/C**		

Description of Miscellaneous Operation:

PERFORMANCE SECURITY (Select one): Guarantee Deposit - Cash [ ] Performance Bond [ ] Letter of Credit [ ]

Guarantee Deposit Amount: _____

Guarantee Deposit Check Number or Bond Number _____

(To be completed by NYSDOT issuing office)

Project Identification Number _____ Highway Work Permit No. _____

State Highway (SH) Number _____ Record ID Number _____

PERM 33 (9/23) REVERSE

If the following section of NYS Labor Law applies to the work to be performed under this permit, the application for and acceptance of this permit constitute the applicant's/permittee's agreement confirming the payment of wages as required by such section has been contractually mandated.

New York Labor Law § 224-f.

Workers on excavations.

[Effective September 15, 2023]

1. For the purposes of this section:

a. "Covered excavation project" shall mean construction work for which a permit may be issued to a contractor or subcontractor of a utility company by the state, a county or a municipality to use, excavate, or open a street. A "covered excavation project" shall exclude construction work for which a permit may be issued to a service provided as defined by subdivision twenty-three of section one thousand twenty-b of the public authorities' law.

b. "Department of jurisdiction" shall mean the department of the state, board or officer in the state, or municipal corporation or commission or board appointed pursuant to law, whose duty it is to issue a permit to a utility company, or its contractors or subcontractors, for a covered excavation project.

c. "Fiscal officer" shall mean the commissioner; except for covered excavation projects performed pursuant to a permit issued by a city with a population in excess of one million in which case the "fiscal officer" shall be the comptroller or other analogous officer of such city.

d. "Utility company" shall have the same meaning as subdivision twenty-three of section two of the public service law.

2. Each contractor or subcontractor to a utility company shall be required to pay not less than the prevailing rate of wage in the same trade or occupation in the locality within the state where such covered excavation project is situated to each laborer, worker, or mechanic in the employ of the contractor or subcontractor to a utility company, performing work on the project in accordance with sections two hundred twenty and two hundred twenty-b of this article. No permit shall be issued for a covered excavation project until an agreement confirming the payment of wages as required by this section has been contractually mandated and filed with the department of jurisdiction, and all permits issued after the effective date of this section shall include therein a copy of this section.

3. The enforcement of any covered excavation project pursuant to this section shall be subject to the requirements of sections two hundred twenty, two hundred twenty-a, two hundred twenty-b, two hundred twenty-three and two hundred twenty-four-b of this article and section two hundred twenty-seven of this chapter and within the jurisdiction of the fiscal officer; provided, however, nothing contained in this section shall be deemed to construe any covered excavation project as otherwise being considered public work pursuant to this article.

4. The fiscal officer may issue rules and regulations governing the provisions of this section. Any violation of this section shall be grounds for determinations and orders pursuant to section two hundred twenty-b of this article.

Bridge and Culvert Bat Assessment Form

Date & Time of Assessment	DOT Project Number	Route/Facility Carried	County
Federal Structure ID	Structure Coordinates (latitude and longitude)	Structure Height (approximate)	Structure Length

Structure Type (check one)

Bridge Construction Style

○ Cast-in-place		○ Pre-stressed Girder	
○ Flat Slab/Box		○ Steel I-beam	
○ Truss		○ Covered	
○ Parallel Box Beam		○ Other:	

Culvert Type

○ Box	
○ Pipe/Round	○
○ Other:	

Other Structure

Structure Material (check all that apply)

Deck Material	*Beam Material*	*End/Back Wall Material*
☐ Metal	☐ None	☐ Concrete
☐ Concrete	☐ Concrete	☐ Timber
☐ Timber	☐ Steel	☐ Stone/Masonry
☐ Open grid	☐ Timber	☐ Other:
☐ Other:	☐ Other:	

Creosote Evidence

○ Yes ○ No ○ Unknown

Culvert Material

☐ Metal
☐ Concrete
☐ Plastic
☐ Stone/Masonry
☐ Other:

Notes:

Crossings Traversed (check all that apply)

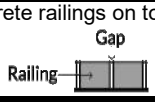
☐ Bare ground	☐ Open vegetation
☐ Rip-rap	☐ Closed vegetation
☐ Flowing water	☐ Railroad
☐ Standing water	☐ Road/trail - Type:
☐ Seasonal water	☐ Other:

Surrounding Habitat (check all that apply)

☐ Agricultural	☐ Grassland
☐ Commercial	☐ Ranching
☐ Residential-urban	☐ Riparian/wetland
☐ Residential-rural	☐ Mixed use
☐ Woodland/forested	☐ Other:

Areas Assessed (check all that apply) If a culvert cannot be inspected check here & include additional information on page 2 ☐

Check all areas that apply. If an area is not present in the structure, check the "not present" box.
Document all bat indicators observed during the assessment. Include the species present, if known, and provide photo documentation as indicated.

Area (check if assessed)	**Assessment Notes**	**Evidence of Bats** (include photos if present)
☐ All crevices and cracks: **Bridges/culverts:** rough surfaces or imperfections in concrete **Other structures:** soffits, rafters, attic areas	☐ Not present	☐ Visual - live # dead # ☐ Guano ☐ Staining ☐ Audible ☐ Odor ☐ Photos ☐ Species
☐ Concrete surfaces (open roosting on concrete)	☐ Not present	☐ Visual - live # dead # ☐ Guano ☐ Staining ☐ Audible ☐ Odor ☐ Photos ☐ Species
☐ Spaces between concrete end walls and the bridge deck	☐ Not present	☐ Visual - live # dead # ☐ Guano ☐ Staining ☐ Audible ☐ Odor ☐ Photos ☐ Species
☐ Crack between concrete railings on top of the bridge deck 	☐ Not present	☐ Visual - live # dead # ☐ Guano ☐ Staining ☐ Audible ☐ Odor ☐ Photos ☐ Species
☐ Vertical surfaces on concrete I-beams	☐ Not present	☐ Visual - live # dead # ☐ Guano ☐ Staining ☐ Audible ☐ Odor ☐ Photos ☐ Species
☐ Spaces between walls, ceiling joists	☐ Not present	☐ Visual - live # dead # ☐ Guano ☐ Staining ☐ Audible ☐ Odor ☐ Photos ☐ Species
☐ Weep holes, scupper drains, and inlets/pipes	☐ Not present	☐ Visual - live # dead # ☐ Guano ☐ Staining ☐ Audible ☐ Odor ☐ Photos ☐ Species
☐ All guiderails	☐ Not present	☐ Visual - live # dead # ☐ Guano ☐ Staining ☐ Audible ☐ Odor ☐ Photos ☐ Species
☐ All expansion joints	☐ Not present	☐ Visual - live # dead # ☐ Guano ☐ Staining ☐ Audible ☐ Odor ☐ Photos ☐ Species

Name:	Signature:

REQUEST FOR INFORMATION

RFI # NNN

Project Name: xxxx xxxx

TO:		**FROM**:	
C&S (ATTN):	xxxx xxxx	Name:	xxxx xxxx
Phone:	(315) 455-2000	Company:	xxxx xxxx
Email:	xxxx@xxxx.xxx	Phone:	(xxx) xxx-xxxx
C&S Proj. No.:	xxx.xxx.xxx	Email:	xxxx@xxxx.xxx
		ISSUE DATE:	xx/xx/xxxx
PROJECT NUMBER:	PIN xxxx.xx, LDxxxxxx, BIN/CIN xxxx	**REQUESTED REPLY DATE**:	xx/xx/xxxx
		COPIES TO:	DOC EXPRESS

RFI DESCRIPTION: *(Fully describe the question or type of information requested)*

xxxx xxxx

REFERENCES/ATTACHMENTS: *(List or attach relevant information that Engineer requires to answer question.*

xxxx xxxx

NYSDOT Specification Items / Contract Drawings Affected by Request:

xxxx xxxx

Other Pertinent Information:

xxxx xxxx

SENDER'S RECOMMENDATION:

xxxx xxxx

ENGINEER'S REPLY:

xxxx xxxx

BY (Name & Title)

xxxx xxxx - xxxx

xx/xx/xxxx
DATE

COPIES TO: File

Note: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.

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C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212
p: (315) 455-2000
f: (315) 455-9667
www.cscos.com

Submittal Cover Sheet

Transmittal No.		Date:	

Project:	xxxx xxxx		
Project #:	PIN xxxx.xx, LDxxxxxx		
To (ATTN):	xxxx xxxx	**From:**	xxxx xxxx
Company:	C&S Engineers, Inc.	**Company:**	xxxx xxxx
Address:	499 Col. Eileen Collins Blvd.	**Address:**	xxxx xxxx
City, State, Zip	Syracuse, NY 13212	**City, State, Zip**	xxxx xxxx
Phone/Fax#	(315) 455-2000 / (315) 455-9667	**Phone/Fax#**	(xxx) xxx-xxxx / (xxx) xxx-xxxx

Item No. & Description:	xxx.xx – xxxx xxxx
Supplier:	xxxx
Manufacturer:	xxxx

Item Type:

- ☐ Product Data
- ☐ Shop Drawings
- ☐ Other: _____
- ☐ Manf. Cert/Warranty
- ☐ Samples

Contractor's Approval:

_____ This submittal has been reviewed, checked and approved for compliance with the Contract Documents including checking for coordination with other Work and including field dimensions and corrections to make this submittal complete.

_____ This submittal is a substitute to the specified product.

_____ For Architects / Engineers Approval

This is our _____ submittal for this item

We are submitting _____ copies.

Submitted by: _____

Date:

C&S Engineers, Inc. Approval:

- ☐ **APPROVED**
- ☐ **APPROVED AS NOTED**
- ☐ **REJECTED**
- ☐ **REVISE AND RESUBMIT**
- ☐ **SUBMIT SPECIFIED ITEM**

Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for: dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades; and the satisfactory performance of his work.

C&S Engineers, Inc.

Date: _____ **By:** _____

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REVIEWERS COMMENTS:

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NOT FOR USE

SPECIAL CONDITIONS – TABLE OF CONTENTS

Special Conditions:
Federal Contract Requirements (LPM Appendix 12)
Federal Wage Rates
NYSDOL Wage Rates
Special Specifications

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

The Contractor shall follow the requirements of NYSDOT Standard Specification §102-11 *Equal Employment Opportunity Requirements*. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, which is the county or counties in which the work is located, are as follows:

GOALS FOR PARTICIPATION OF MINORITIES					
COUNTY	**%**	**COUNTY**	**%**	**COUNTY**	**%**
Albany	3.2	Herkimer	2.1	Richmond	Table
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	Table	St. Lawrence	2.5
Bronx	Table	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	New York	Table	Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	Table	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

(45 FR 65976 – 10/3/1980)

GOALS FOR PARTICIPATION OF MINORITIES BRONX, KINGS, NEW YORK, QUEENS, AND RICHMOND COUNTIES			
Electricians	9.0 to 10.2	Bricklayers	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers	6.3 to 7.5
Metal lathers	24.6 to 25.6	Iron workers (ornamental)	22.4 to 23.0
Painters	26.0 to 28.6	Cement masons	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers	13.0 to 15.5
		All others	16.4 to 17.5

(43 FR 14888 – 4/7/1978)

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e). The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally

classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO

program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification

to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals

(even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.
c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the

contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred

during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov* , refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an

authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at

https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension

of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in

the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist,

harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section. * $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of

whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.
1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring

leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29

CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may

direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective

participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly

enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that

all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EQUITABLE BUSINESS OPPORTUNITIES (EBO) REPORTING SOFTWARE

The New York State Department of Transportation (NYSDOT) utilizes a web-based civil rights reporting system called EBO (Equitable Business Opportunities). The Contractor is required to utilize this reporting software in accordance with NYSDOT Specification 105-21 and Section 15.4.8 of the NYSDOT Local Projects Manual.

All contractors and subcontractors who do not have a current account on the NYSDOT Equitable Business Opportunities (EBO) System will be required to pay a fee of $75.00 for required training on the software.

"General Decision Number: NY20260014 01/02/2026

Superseded General Decision Number: NY20250014

State: New York

Construction Types: Heavy and Highway
HEAVY & HIGHWAY CONSTRUCTION

County: Oneida County in New York.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

BRNY0002-009 06/01/2018

UTICA CHAPTER

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 37.23	19.51+a

FOOTNOTE:
a. Paid Holidays: Memorial Day, July the 4th, Labor Day, and Thanksgiving Day (provided the employee is employed one (1) day before and one (1) day after the holiday).

CARP0277-001 07/01/2025

HEAVY & HIGHWAY CONSTRUCTION

	Rates	Fringes
Carpenters:		
Carpenters, Millwrights, Piledrivers	$ 44.52	27.16

ELEC0043-001 06/01/2025

	Rates	Fringes
CABLE SPLICER	$ 55.55	35.03
ELECTRICIAN	$ 50.50	35.03

ELEC1249-003 05/05/2025

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information systems)		
Flagman	$ 31.72	7%+27.65
Groundman (Truck Driver)	$ 42.29	7%+27.70
Groundman Truck Driver (tractor trailer unit)	$ 47.57	7%+27.70
Lineman & Technician	$ 52.86	7%+31.90

Mechanic.....$ 42.29 7%+27.70

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEC1249-004 05/05/2025

	Rates	Fringes
ELECTRICIAN (Line Construction)		
Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman	$ 35.34	7%+27.65
Groundman digging machine operator	$ 55.40	7%+27.90
Groundman truck driver (tractor trailer unit)	$ 49.25	7%+27.70
Groundman Truck driver	$ 49.25	7%+27.70
Lineman and Technician	$ 61.56	7%+31.90
Mechanic	$ 49.25	7%+27.70
Substation:		
Cable Splicer	$ 63.14	7%+29.40
Flagman	$ 35.34	7%+27.65
Ground man truck driver	$ 49.25	7%+27.70
Groundman digging machine operator	$ 55.40	7%+27.90
Groundman truck driver (tractor trailer unit)	$ 49.25	7%+27.70
Lineman & Technician	$ 61.56	7%+31.90
Mechanic	$ 49.25	7%+27.70
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype		

cable installation and
maintenance jobs or
projects, and maintenance
bonding of rails; Pipetype
cable installation
Cable Splicer.....$ 64.59 7%+38.40
Flagman.....$ 35.34 7%+27.65
Groundman Digging Machine
Operator.....$ 55.40 7%+27.90
Groundman Truck Driver
(tractor-trailer unit).....$ 49.25 7%+27.70
Groundman Truck Driver.....$ 49.25 7%+27.70
Lineman & Technician.....$ 61.56 7%+31.90
Mechanic.....$ 49.25 7%+27.70

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEC1249-008 01/01/2025

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer	$ 40.81	3%+5.77
Groundman	$ 20.53	3%+5.77
Installer Repairman-Teledata		
Lineman/Technician-Equipment Operator	$ 38.73	3%+5.77
Tree Trimmer	$ 31.45	3%+10.48

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ENGI0158-020 07/01/2024

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 53.51	32.30
GROUP 2	$ 52.63	32.30
GROUP 3	$ 49.35	32.30
GROUP 4	$ 59.51	32.30
GROUP 5	$ 58.01	32.30
GROUP 6	$ 56.51	32.30
GROUP 7	$ 54.86	32.30

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired),

Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization)Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories),

Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day provided the employee has worked the working day before and the working day after the holiday.

IRON0440-001 07/01/2025

REMANINDER OF COUNTY

	Rates	Fringes
IRONWORKER		
Structural, Ornamental, Rodman, Machinery Mover, Rigger, Fence Erector, Reinforcement, and Stone Derrickman	$ 35.50	31.39

LABO0035-002 07/01/2017

	Rates	Fringes
LABORER		
GROUP 1	$ 28.05	23.74+a
GROUP 2	$ 28.25	23.74+a
GROUP 3	$ 28.45	23.74+a
GROUP 4	$ 28.65	23.74
GROUP 5	$ 24.00	20.64+a

FOOTNOTE:

a. Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day provided the employee must work the day before and the work the day after a holiday to receive holiday pay.

GROUP 1: Laborers, flagman, outboard and handboats

GROUP 2: Bull Float, Chain Saw, Concrete aggregate bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jackhammer, Mason Tender, Mortor Mixer, Pavement Breaker, Handlers of all steel mesh, Small generators for laborers's tools, Installation of bridge drainage; Pipelayers, Vibrator type rollers, Tamper, Drill doctor, Tail or Screw Operator on asphalt paver, Water pump operator (1 1/2"" and single diaphram), Nozzle (aphlat, gunnite, seeding and sand blasting), Laborers on chain link fence erection, Rock splitter and power unit, Pusher type concrete saw and all other gas, electric, oil, and Air tool operators, Wrecking laborers

GROUP 3: All rock or drilling machine operators (except quarry master and similar type), Acetylene torch operators, and Asphalt paver, Powerman

GROUP 4: Blasterers, form setters, stone and granite curb setters

GROUP 5: Hazardous waste removal

PAIN0004-020 05/01/2023

	Rates	Fringes
Painters:		
Bridges	$ 42.06	30.59

PAIN0677-002 05/01/2025

	Rates	Fringes
GLAZIER	$ 30.00	27.59

PLUM0112-005 05/01/2025

	Rates	Fringes
PLUMBER (Including Steamfitting)		
Northern Zone	$ 45.93	33.77

SFNY0669-001 04/01/2025

	Rates	Fringes
SPRINKLER FITTER	$ 45.06	29.41

TEAM0182-001 06/01/1996

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 17.37	7.70+a
GROUP 2	$ 17.42	7.70+a
GROUP 3	$ 17.47	7.70+a
GROUP 4	$ 17.62	7.70+a
GROUP 5	$ 17.77	7.70+a

FOOTNOTES:

PAID HOLIDAYS: A-New Year's Day, B-Memorial Day, C-Independence Day, D-Labor Day, E-Thanksgiving Day, F-Christmas Day

a. Paid Holidays: Independence Day and Labor Day provided the employee works his scheduled day before and his scheduled day after the holiday and is on the payroll week in which the holiday falls.

TRUCK DRIVERS:

GROUP 1: Pickups, panel trucks, flatboy material truck (straight jobs), single axle dump trucks, dumpsters, receives, greasers, truck tiremen.

GROUP 2: Tandems, batch trucks, mechanics.

GROUP 3: Semi-trailers, low-boy trucks, asphalt distributors trucks, agitator, mixer trucks and dumpcrete type vehicles, truck mechanic, fuel truck.

GROUP 4: Specialized earth moving equipment-euclid type or similar off-highway equipment where not self-loader, and straddle (ross) carrier, self contained concrete unit

GROUP 5: Off-highway tandem back-dump, twin engine equipment and double hitched equipment where not self-loaded.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the

type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
"

Oneida County DPW

Nicole Borowiec
499 Col. Eileen Collins Blvd.
Syracuse NY 13212

Schedule Year	2025 through 2026
Date Requested	08/02/2024
PRC#	2024009840

Location	Oneida County
Project ID#	146168001
Project Type	Replacement of Old Poland Road Bridge over Cincinatti Creek, Town of Trenton, Oneida County.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2025 through June 2026. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Contractor Registry

Effective December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects, or private projects covered by Article 8 of the Labor Law, are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. To register, contractors and subcontractors must submit an application through NYSDOL's Contractor Registry portal which is available through the agency's Management System for Protecting Worker Rights (MPWR) https://mpwr-public.labor.ny.gov/en/login.

For additional information, please visit online.

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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

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

www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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

Oneida County DPW

Nicole Borowiec
499 Col. Eileen Collins Blvd.
Syracuse NY 13212

Schedule Year 2025 through 2026
Date Requested 08/02/2024
PRC# 2024009840

Location Oneida County
Project ID# 146168001
Project Type Replacement of Old Poland Road Bridge over Cincinatti Creek, Town of Trenton, Oneida County.

Notice of Contract Award

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

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

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

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

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

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

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

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

Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

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

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

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor**, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

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

- **Civil Penalty** — First offense: Up to $2,500 per employee

  Subsequent offense(s): Up to $5,000 per employee

- **Criminal Penalty** — First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year.

  Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years.

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

Employer Name:

IA 999 (09/16)

WE ARE YOUR DOL

NEW YORK STATE Department of Labor

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

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

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: https://dol.ny.gov/bureau-public-work

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

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

Contractor Name: _____

Project Location: _____

PW 101 (08/23)

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is $250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training “prior to the performing any work on the project.”

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is $3 million in Bronx, Kings, New York, Queens and, Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.
Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.
Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.
Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

*Contractor Registry (LL 220-I): Effective December 30th, 2024
Labor Law Section 220-i(6) prohibits contractors from bidding on public work and prohibits both contractors and subcontractors from commencing work on private and public projects subject to prevailing wage requirements. This section requires contractors to submit their Certificate of Registration with their bid materials. Each Certificate of Registration will have a unique registration number. Failure to provide proof of registration, as required by Labor Law Section 220-i, as a minimum qualification will result in the bidder being deemed non-responsive. There is a public database of registered contractors and subcontractors available online at data.ny.gov to confirm registration validity. For additional information on how to register and the requirements, visit https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing

*Electronic Certified Payroll (LL 220-K): Effective December 31st, 2025
Effective December 31, 2025, all contractors and subcontractors who perform public work, or covered private work subject to the prevailing wage, will be required to submit certified payrolls electronically to the Bureau of Public Work and Prevailing Wage Enforcement. Additional information about the electronic certified payroll submission system will be made available on the Department's Website at https://dol.ny.gov/Electronic-Payroll

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: *For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".*

If you have any questions concerning the attached schedule or would like additional information, please write to:

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year.

All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Shift Work

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

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

Oneida County General Construction

Boilermaker — 08/01/2025

JOB DESCRIPTION Boilermaker **DISTRICT** 7

ENTIRE COUNTIES
Cayuga, Clinton, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

Per hour:	07/01/2025	01/01/2026 Additional	01/01/2027 Additional
Boilermaker	$ 40.50	$ 2.50*	$ 2.50*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 26.60* + 1.49

*This portion of the benefits subject to the same premium rate as shown for overtime wages.

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
NOTE: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed. When a holiday falls on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES
WAGES per hour: Six (6) month terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

$ 19.76* + 1.49	$ 19.76* + 1.49	$ 20.74* + 1.49	$ 21.71* + 1.49	$ 22.67* + 1.49	$ 23.66* + 1.49	$ 24.66* + 1.49	$ 25.62* + 1.49

*This portion of the benefits subject to the same premium rate as shown for overtime wages.

7-175

Broadband — 08/01/2025

JOB DESCRIPTION Broadband **DISTRICT** 4

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

PARTIAL COUNTIES
Orange: Only in the Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

WAGES
NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to New York State Labor Law §224-E, solicited on or after July 1,2025. For all other projects solicited prior to July 1,2025 please see LINEMAN ELECTRICIAN-TELEDATA

Per Hour:	07/01/2025	08/04/2025
Field Tech Install/Repair	$ 51.31	$ 52.85

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

"Broadband", "Broadband Service", or "Broadband Internet" means mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service.

Note: EXLCUDES work within ten (10) feet of High Voltage (600 Volts and over) transmission lines for this work, please see LINEMAN

SUPPLEMENTAL BENEFITS
Per Hour:

$ 23.24

OVERTIME PAY
See (B, K, *R) on OVERTIME PAGE
* Two and one half times the hourly rate after the 8th hour

HOLIDAY
Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist2

Carpenter - Building — 08/01/2025

JOB DESCRIPTION Carpenter - Building **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Herkimer, Madison, Oneida, Seneca, Yates

WAGES

Per hour:	07/01/2025	01/01/2026	07/01/2026 Additional	07/01/2027 Additional
Carpenter	$ 32.64	$ 33.14	$ 5.00*	$ 4.25*
Floor Coverer	32.64	33.14	5.00*	4.25*
Carpet Layer	32.64	33.14	5.00*	4.25*
Drywall	32.64	33.14	5.00*	4.25*
Diver - Wet Day	57.64	58.14	5.00*	4.25*
Diver - Dry Day	33.64	34.14	5.00*	4.25*
Dive Tender	33.64	34.14	5.00*	4.25*

* To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Drivers & Dock Builders shall receive $ 0.25 per hour over the Journeyworker's rate of pay when performing piledriving & dock building work.
- Certified Welders shall receive $ 3.00 per hour over the Journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work.
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus $ 1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  0' to 80' no additional fee
  81' to 100' additional $ 0.50 per foot
  101' to 150' additional $ 0.75 per foot
  151' and deeper additional $ 1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  0' to 50' no additional fee
  51' to 100' additional $ 0.75 per foot
  101' and deeper additional $ 1.00 per foot
- Diver rates apply to all hours worked on dive day.

SHIFT WORK
On Agency/Owner mandated shift work, the following rates will be applicable:
1st Shift - Regular Rate
2nd Shift - Premium of 10% of base wage per hour
3rd Shift - Premium of 15% of base wage per hour
Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

SUPPLEMENTAL BENEFITS
Per hour:

	07/01/2025	01/01/2026
Journeyworker	$ 22.20	$ 22.20

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES
Wages per hour (1300 hour terms at the following percentage of Journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

$ 13.11	$ 13.11	$ 15.71	$ 15.72

NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Driving & Dock Builder apprentices shall receive an additional $ 0.25 per hour worked when performing piledriving & dock building work.
- Certified Welders shall receive $ 3.00 per hour over the apprentice's rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work.
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus $ 1.50 per hour.

6-277B-Cay

Carpenter - Building / Heavy&Highway — 08/01/2025

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

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

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

WAGES

Wages per hour:	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	$ 37.94	$ 2.25*	$ 2.25*

* To be allocated at a later date.

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

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyworker	$ 27.34

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

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

REGISTERED APPRENTICES
Wages per hour (1300 hour terms at the following percentage of Journeyworker's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour worked:

$19.10	$19.69	$21.83	$22.42

2-42AtSS

Carpenter - Heavy&Highway — 08/01/2025

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

ENTIRE COUNTIES
Chenango, Herkimer, Madison, Oneida, Otsego

WAGES

Per hour	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Carpenter	$ 44.52	$ 3.00*	$ 3.24*
Piledriver	44.52	3.00*	3.24*
Dockbuilder	44.52	3.00*	3.24*
Diver-Wet Day	69.52	3.00*	3.24*
Diver-Dry Day	45.52	3.00*	3.24*
Diver-Tender	45.52	3.00*	3.24*

*To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $5.00 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:
- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional $0.50 per foot
  - 101' to 150' additional $0.75 per foot
  - 151' to 200' additional $1.25 per foot
  - 201' and deeper additional $1.50 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional $0.75 per foot
  - 101' to 200' additional $1.00 per foot
  - Over 201' additional $1.25 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK
When project owner mandates a single irregular work shift, the Journeyworkers and Apprentices will receive an additional $4.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 27.31

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.
- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES
CARPENTER/PILEDRIVER/DOCKBUILDER APPRENTICES
Wages per hour (1300 hour terms at the following percentage of journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

$ 19.07	$ 19.66	$ 21.75	$ 22.34

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $5.00 per hour.

2-277HH-CHMOO

Electrician — 08/01/2025

JOB DESCRIPTION Electrician **DISTRICT** 6

ENTIRE COUNTIES
Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES
Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.
Chenango: Only the Townships of Columbus, New Berlin and Sherburne.
Onondaga: Entire County except Townships of Elbridge and Skaneateles.
Otsego: Only the Townships of Plainfield, Richfield, Springfield, Cherry Valley, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield and New Lisbon.
Tompkins: Only the Township of Groton.
Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

WAGES

Per hour:	07/01/2025	06/01/2026 Additional
Electrician	$ 50.50	$ 5.25*
Teledata	50.50	5.25*
Cable Splicer	55.55	5.25*

* To be allocated at a later date.

NOTE: Additional amounts, subject to overtime premiums, due for the following work (applicable to all employees):
- Additional $2.50 per hour for work performed over 35 feet above the ground, floor, or roof levels or where work is required in tunnels, shafts, or under compressed air 35 feet below the ground level.
- Additional $3.00 per hour for working over 50 feet above or below ground, floor, or roof level. This includes work on ladders, "toothpicks", scaffolds, boatswain chairs, towers, smokestacks or other open structures, or mechanical lifts used over 60 feet.

Occupied Conditions: When necessary to perform alteration and/or renovation work and owner mandates (due to occupied conditions) prevent the work from being performed during "normal" working hours (defined as between 6:00 a.m. and 4:30 p.m. Monday through Friday), alternate hours may be worked, provided: 1) The hours are established for a minimum of five (5) days duration or the length of the job, whichever is shorter; and 2) An entire work scope within a job-site area is performed utilizing the varied hours. If these conditions are satisfied, all hours worked Monday through Friday of a shift that starts before or ends after the "normal" hours, shall be paid at the appropriate rate plus fifteen percent (15%). However, the following restrictions shall apply:

1) "Alternate" hours shall consist of a minimum of eight (8) consecutive hours per day.
2) Hours worked in excess of eight (8) hours per day, Monday through Friday, shall be paid at a rate of one and one-half times the applicable rate (dayshift + 15%).
3) Hours worked on Saturday shall be paid at time and one-half the applicable rate.
4) Hours worked on Sundays and Holidays shall be paid at double the straight time rate.
5) Work of a new construction nature may not be worked under these conditions.

SHIFT WORK
THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF EIGHT (8) HOURS FOR AT LEAST FIVE (5) DAYS DURATION WHICH MAY HAVE BEEN WORKED. WHEN TWO (2) SHIFTS OR THREE (3) SHIFTS ARE WORKED:

1ST SHIFT	8:00AM - 4:30PM:	Regular wage rate
2ND SHIFT	4:30 PM - 1:00 AM:	Regular wage rate plus 15%
3RD SHIFT	12:30 AM - 9:00 AM:	Regular wage rate plus 25%

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker	$ 33.52 plus 3% of hourly wage paid*

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

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* NOTE: On Saturday the first 8 hours worked shall be paid at a rate of one and one-half times the applicable rate. All additional hours are payable at double the straight time rate.

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 26) on HOLIDAY PAGE
NOTE: If any of the above holidays fall on Saturday, Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday.

REGISTERED APPRENTICES
WAGES per hour: Hourly terms at the following wage.

1st period (0-1000 hrs)	$ 20.20
2nd period (1001-2000)	22.75
3rd period (2001-3500)	25.25
4th period (3501-5000)	30.30
5th period (5001-6500)	35.35
6th Period (6501-8000)	40.40

SUPPLEMENTAL BENEFITS per hour:

1st period	$ 14.69*
2nd period	14.69*
3rd period	30.02*
4th period	30.72*
5th period	31.42*
6th period	32.12*

* PLUS 3% OF HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM RATE.

6-43

Elevator Constructor — 08/01/2025

JOB DESCRIPTION Elevator Constructor **DISTRICT** 6

ENTIRE COUNTIES
Broome, Cayuga, Chenango, Cortland, Franklin, Jefferson, Lewis, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

PARTIAL COUNTIES
Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.
Madison: Only the towns of: Cazenovia, DeRuyter, Eaton, Fenner, Georgetown, Lebanon, Lenox, Nelson and Sullivan.
Oneida: Only the towns of: Camden, Florence and Vienna.

WAGES

Per hour:	07/01/2025	01/01/2026	01/01/2027
Mechanic	$ 58.44	$ 61.003	$ 63.719
Helper	40.91	42.70	44.60

SUPPLEMENTAL BENEFITS

Per hour:			
Journeyworker	$ 38.435*	$ 38.985*	39.535*

*NOTE - add 6% of regular hourly rate for all hours worked. Add 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE
NOTE: When a holiday falls on a Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
WAGES per hour: 1 year terms at the following percentage of the Elevator Constructor wage.

0-6 months	6-12 months	2nd year	3rd year	4th year
50%	55%	65%	70%	80%

SUPPLEMENTAL BENEFITS per hour:

0-6 months: 6% of the hourly apprentice rate paid, no additional supplemental benefits.

All other terms: Same as Journeyworker

6-62.1

Elevator Constructor — 08/01/2025

JOB DESCRIPTION Elevator Constructor **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

WAGES
Per hour

	07/01/2025	01/01/2026
Mechanic	$ 57.73	$ 60.26
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

SUPPLEMENTAL BENEFITS
Per hour

	07/01/2025	01/01/2026
Journeyworker/Helper	$ 38.435*	$ 38.985*

(*)Plus 6% of hourly rate, if less than 5 years of service. Plus 8% of hourly rate, if more than 5 years of service.

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE
Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50%	55 %	65 %	70 %	80 %

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits - per hour worked:

Same as Journeyperson/Helper

1-35

Glazier — 08/01/2025

JOB DESCRIPTION Glazier **DISTRICT** 5

ENTIRE COUNTIES
Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego

WAGES
Per Hour:

	07/01/2025
Glazier	$ 30.00

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 28.74

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE.
*Note - Or circumstances beyond the control of the employer.

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

REGISTERED APPRENTICES
1000 hour terms:

Appr. 1st term	$ 20.00
Appr. 2nd term	21.00
Appr. 3rd term	22.00
Appr. 4th term	23.00
Appr. 5th term	24.00
Appr. 6th term	25.00
Appr. 7th term	26.00
Appr. 8th term	27.00

Supplemental Benefits per hour:

Appr. 1st term	$ 12.92
Appr. 2nd term	12.92
Appr. 3rd term	18.92
Appr. 4th term	18.92
Appr. 5th term	19.92
Appr. 6th term	19.92
Appr. 7th term	20.92
Appr. 8th term	20.92

5-677.Z-2

Insulator - Heat & Frost — 08/01/2025

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 7

ENTIRE COUNTIES
Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES
Per hour: 07/01/2025

Asbestos Installer	$ 43.25
Insulation Installer	43.25
(On mechanical systems only)	

SHIFT WORK
The following rates will apply on all contracting agency-mandated shifts worked:

1st Shift	$ 43.25
2nd Shift	49.74
3rd Shift	51.90

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 27.34

OVERTIME PAY
See (*B1, **K, P) on OVERTIME PAGE
*NOTE: First 10 hours on Saturday.
**NOTE: Holidays that fall on Sunday are subject to double time.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (2*,4,6,28) on HOLIDAY PAGE
*Triple time for Labor Day if worked.

REGISTERED APPRENTICES
WAGES per hour: One (1) year terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour:

$ 24.09	$ 24.09	$ 27.34	$ 27.34

7-30-Syracuse

Ironworker — 08/01/2025

JOB DESCRIPTION Ironworker **DISTRICT** 7

ENTIRE COUNTIES
Franklin, Herkimer, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES
Chenango: Only the Townships of Columbus, New Berlin, North Norwich, Plymouth, Sherburne and Smyrna.
Fulton: Only the Townships of Caroga, Ephratah, Oppenheim, and Stratford.
Hamilton: Only the Townships of Arietta, Indian Lake, Inlet, Lake Pleasant, Long Lake and Morehouse.
Jefferson: Only the Townships of Antwerp, Champion, Philadelphia and Wilna.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Madison, Oneida and Stockbridge.
Montgomery: Only the Townships of Canajoharie, Minden, Palatine and St. Johnsville.
Otsego: Only the Townships of Burlington, Cherry Valley, Decatur, Edmeston, Exeter, Hartwick, Middlefield, New Lisbon, Otsego, Pittsfield, Plainfield, Richfield, Roseboom, Springfield and Westford, and the Village of Cooperstown.

WAGES

Per hour:	07/01/2025	07/01/2026 Additional
Structural/Reinforcing	$ 35.50	$ 2.74*
Mach. Mover/Ornamental	35.50	2.74*
Stone Derrickman	35.50	2.74*
Chain Link Fence	35.50	2.74*
Sheeter Ironworker	35.50	2.74*
Pre-Engineered Building	35.50	2.74*
Window Erector	35.50	2.74*
Precast Erector	35.50	2.74*
Welder	35.50	2.74*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 32.91

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday which occurs on Sunday shall be observed the following Monday. Any holiday which occurs on Saturday shall be observed the previous Friday.

REGISTERED APPRENTICES
WAGES per hour: 1500 hour terms at the following wage.

1-1500hrs	$ 21.50
1501-3000hrs	23.50
3001-4500hrs	25.50
4501-6000hrs	27.50

SUPPLEMENTAL BENEFITS per hour:

1-1500hrs	$ 14.19
1501-3000hrs	22.67
3001-4500hrs	23.88
4501-6000hrs	25.09

7-440

Laborer - Building — 08/01/2025

JOB DESCRIPTION Laborer - Building **DISTRICT** 1

ENTIRE COUNTIES
Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES
Fulton: Only the Townships of Stratford, Oppenheim, Caroga and Ephratah
Montgomery: Only the Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root

WAGES
GROUP #1: Basic
GROUP #2: Pipe Layer, Mortar Mixer, Walk behind Mortar Buggie and Power Lift
GROUP #3: Wagon Drill(Where separate air compressor unit supplies power.)
GROUP #4: Blaster, Formsetter, Riding Mortar Buggy
GROUP #5: Hazardous Waste Removal
GROUP #6: Asbestos and Lead Removal

WAGES per hour:	07/01/2025
Building Laborer:	
Group # 1	$ 35.64
Group # 2	35.64
Group # 3	36.14
Group # 4	36.14
Group # 5	36.99
Group # 6	36.99

SHIFT WORK
Second shift work will be paid at the base wage plus 10% Third shift work will be paid at the base wage plus 15%

SUPPLEMENTAL BENEFITS
Per hour:

	07/01/2025
All groups	$ 26.91

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

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

REGISTERED APPRENTICES
Wages per hour
1000 Hour terms at the following percentage of Journeyperson's basic hourly wage.

1st	2nd	3rd	4th
65 %	75 %	85 %	95 %

Supplemental Benefits per hour worked

	07/01/2025
Apprentices	$ 26.91

1-190z2B

Laborer - Heavy&Highway — 08/01/2025

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES
Fulton: Only Townships of Stratford, Oppenheim, Caroga and Ephratah
Montgomery: Only Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root.

WAGES
GROUP # A: Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B: Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all SteelMash, Small Generators for Laborers Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C: Rock or Drilling Machine Operators (only where a separate air compressor unit supplies power), Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP # D: Blasters, Form Setters (prefab curb radius), Stone or Granite Curb Setters.

GROUP # E: Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

Per hour:	07/01/2025
Heavy/Highway Laborer:	
GROUP # A	$ 42.65
GROUP # B	42.85
GROUP # C	43.05
GROUP # D	43.05
GROUP # E	45.35

SHIFT WORK
All employees who work a single irregular workday that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional 15% of base wage per hour.

SUPPLEMENTAL BENEFITS
Per hour: $ 29.69

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Monday Holiday is worked it will be paid at double time plus the Holiday pay. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay. If the Saturday Holiday is worked it will be paid at double time plus the Holiday pay

REGISTERED APPRENTICES
Wages per hour

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

1st	2nd	3rd	4th
65%	75%	85%	95%

SUPPLEMENTAL BENEFITS per hour worked

Apprentices	$ 28.69

1-190z2H/H

Laborer - Tunnel — 08/01/2025

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 1

ENTIRE COUNTIES
Albany, Fulton, Hamilton, Herkimer, Madison, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

WAGES
Class 1: All support laborers/sandhogs working above the shaft or tunnel. All laborers/sandhogs working inside a 350 foot radius from the center of a shaft/portal performing site work.

Class 2: All laborers/sandhogs working in the shaft or tunnel

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel working outside a 350 foot radius from the center of a shaft/portal unless required to enter the shaft, access manhole or tunnel.

Per Hour

	07/01/2025
Class 1	$ 48.75
Class 2	50.75
Class 4	53.00
Class 5	45.00

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional $ 3.00 an hour.

SHIFT WORK
On all government mandated irregular shift work: 1.5 x the base rate Monday - Friday, Saturday is paid at 1.65 x the base rate, Sunday is paid at 2.15 x the base rate

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker $ 30.50

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

HOLIDAY
Paid: See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and Location where the work is to be performed.

1-190/157T

Lineman Electrician — 08/01/2025

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

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

WAGES
A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.
Digging Machine Operator: All other digging equipment and augering on line projects.

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

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

-----Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A:				
Lineman, Technician	$ 61.56	$ 64.37	$ 66.84	$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Welder, Cable Splicer	61.56	64.37	66.84	69.47
Group B:				
Digging Mach. Operator	$ 55.40	$ 57.93	$ 60.16	$ 62.52
Group C:				
Tractor Trailer Driver	$ 52.33	$ 54.71	$ 56.81	$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58
Group D:				
Flagger	$ 33.86	$ 35.40	$ 36.76	$ 38.21

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A:				
Lineman, Technician	$ 61.56	$ 64.37	$ 66.84	$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Cable Splicer	67.72	70.81	73.52	76.42
Certified Welder, Pipe Type Cable	$ 64.64	$ 67.59	$ 70.18	$ 72.94
Group B:				
Digging Mach. Operator	$ 55.40	$ 57.93	$ 60.16	$ 62.52
Group C:				
Tractor Trailer Driver	$ 52.33	$ 54.71	$ 56.81	$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58
Group D:				
Flagger	$ 33.86	$ 35.40	$ 36.76	$ 38.12

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:				
Lineman, Tech, Welder	$ 62.94	$ 65.81	$ 68.34	$ 71.03
Crane, Crawler Backhoe	62.94	65.81	68.34	71.03
Cable Splicer	69.23	72.39	75.17	78.13
Certified Welder, Pipe Type Cable	66.09	69.10	71.76	74.58
Group B:				
Digging Mach. Operator	$ 56.65	$ 59.23	$ 61.51	$ 63.93
Group C:				
Tractor Trailer Driver	$ 53.50	$ 55.94	$ 58.09	$ 60.38
Groundman, Truck Driver	50.35	52.65	54.67	56.82
Equipment Mechanic	50.35	52.65	54.67	56.82
Group D:				
Flagger	$ 34.62	$ 36.20	$ 37.59	$ 39.07

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

Group A:				
Lineman, Tech, Welder	$ 64.18	$ 67.10	$ 69.68	$ 72.43
Crane, Crawler Backhoe	64.18	67.10	69.68	72.43
Group B:				
Digging Mach. Operator	$ 57.76	$ 60.39	$ 62.71	$ 65.19
Group C:				
Tractor Trailer Driver	$ 54.55	$ 57.04	$ 59.23	$ 61.57
Groundman, Truck Driver	51.34	53.68	55.74	57.94
Equipment Mechanic	51.34	53.68	55.74	57.94
Group D:				
Flagger	$ 35.30	$ 36.91	$ 38.32	$ 39.84

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	$ 31.90*	$ 32.90*	$ 34.40*	$ 35.90*
Group B	$ 27.90*	$ 28.90*	$ 30.40*	$ 31.90*
Group C	$ 27.70*	$ 28.50*	$ 29.70*	$ 30.90*
Group D	$ 27.65*	$ 28.40*	$ 29.53*	$ 30.66*

*Plus 7 % of the hourly wage paid. The 7% is based on straight time or premium time.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid	See (5, 6, 8, 15, 25) on HOLIDAY PAGE
Overtime	See (5, 6, 8, 15, 25) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
All terms:	$ 27.65*	$ 28.40*	$ 29.53*	$ 30.66*

*Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

6-1249a

Lineman Electrician - Teledata — 08/01/2025

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

ENTIRE COUNTIES

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

WAGES

NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to LL 224-E,solicited prior to July 1, 2025. For all projects, excluding dial-up internet access service, solicited on or after July 1, 2025, please see BROADBAND

Per hour:	07/01/2025
Cable Splicer	$ 40.81
Installer, Repairman	$ 38.73
Teledata Lineman	$ 38.73
Tech., Equip. Operator	$ 38.73
Groundman/Flagger	$ 20.53

For outside work, stopping at first point of attachment (demarcation).

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

SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 5.77 *plus 3% of the hour wage paid

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

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting — 08/01/2025

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

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

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

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.
Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

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

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

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A:				
Lineman, Technician	$ 52.86	$ 55.31	$ 57.40	$ 59.64
Crane, Crawler Backhoe	52.86	55.31	57.40	59.64
Certified Welder	55.50	58.08	60.27	62.62
Group B:				
Digging Machine	$ 47.57	$ 49.78	$ 51.66	$ 53.68
Group C:				
Tractor Trailer Driver	$ 44.93	$ 47.01	$ 48.79	$ 50.69
Groundman, Truck Driver	42.29	44.25	45.92	47.71
Equipment Mechanic	42.29	44.25	45.92	47.71
Group D:				

Flagger	$ 31.72	$ 33.19	$ 34.44	$ 35.78

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	$ 31.90*	$ 32.90*	$ 34.40*	$ 35.90*
Group B	$ 27.90*	$ 28.90*	$ 30.40*	$ 31.90*
Group C	$ 27.70*	$ 28.50*	$ 29.70*	$ 30.90*
Group D	$ 27.65*	$ 28.40*	$ 29.53*	$ 30.66*

* Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
All terms:	$ 27.65*	$ 28.40*	$ 29.53*	$ 30.66*

* Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

6-1249a-LT

Lineman Electrician - Tree Trimmer — 08/01/2025

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

ENTIRE COUNTIES

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

WAGES

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

Per hour:	07/01/2025	01/04/2026	01/03/2027
Tree Trimmer	$ 33.18	$ 34.67	$ 36.23
Equipment Operator	29.35	30.67	32.05
Equipment Mechanic	29.35	30.67	32.05

Truck Driver	23.85	24.93	26.05
Groundman	19.64	20.53	21.45
Flagger	15.50	16.20	16.93

SUPPLEMENTAL BENEFITS
Per hour:

	07/01/2025	01/04/2026	01/03/2027
Journeyworker	$ 10.98*	$ 11.23*	$ 11.48*

* Plus 4.5% of the hourly wage paid. The 4.5% is based on straight time rate or premium rate.

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

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

6-1249TT

Mason - Building — 08/01/2025

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Herkimer, Jefferson, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES
Madison: Entire County except the Townships of Sullivan & Cazenovia

WAGES

Per hour	07/01/2025
Tile/Marble/Terrazzo	
Setter	$ 37.10
Finisher	29.52

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman Setters	$ 20.31
Journeyman Finishers	19.54

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

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

REGISTERED APPRENTICES
Wages per hour

Hour terms at the following percentage of journeyman's wage

Setter:	
1st term 500 hours	60%
2nd term 1000 hours	70%
3rd term 1000 hours	80%
4th term 1000 hours	85%
5th term 1000 hours	90%
6th term 1500 hours	95%
Finsher;	
1st term 500 HOURS	70%
2ND term 1000 HOURS	80%
3RD term 1000 HOURS	90%
4TH term 1200 HOURS	95%

Supplemental Benefits per hour worked

Setter:	
1st & 2nd Term	$ 12.66
3rd & 4th Term	16.49
5th Term	18.40
6th Term	20.31
Finishers:	
1st & 2nd Term	$ 11.95
All others	15.74

12-2TS.2

Mason - Building 08/01/2025

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Herkimer, Oneida

PARTIAL COUNTIES
Lewis: The townships of Lewis, Leyden, Osceola, Turin and West Turin
Madison: Entire County except the Townships of Sullivan and Cazenovia

WAGES
Per hour 07/01/2025

Bricklayer/Blocker	$ 39.99
Cement Mason(Bldg)	39.99
Plasterer/Fireproofing*	39.99
Stone Mason	39.99
Concrete Cutter	39.99
Pointer/Caulker/Cleaner	39.99

Additional $.25 per hr. for work in restricted radiation area of atomic plant.
Additional $5.00 per day more for employees working on a two-point suspension scaffold (Pointer, Caulker, and Cleaner are excluded).

(*)Fireproofer on Structural only.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 22.13

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

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

REGISTERED APPRENTICES
Wages per hour

750 hour terms at the following percentage of Journey's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked:

All Terms	$ 22.13

12-2b.2

Mason - Heavy&Highway 08/01/2025

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

ENTIRE COUNTIES
Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES
Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 12-2h/h on.

WAGES
Per hour

	07/01/2025
Mason & Bricklayer	$ 43.01

Additional $1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman $ 22.93

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

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

REGISTERED APPRENTICES
Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0 to 500 Hours	$ 14.13
All Other	22.93

12-2hh.1

Millwright 08/01/2025

JOB DESCRIPTION Millwright **DISTRICT** 6

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

WAGES
THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:	07/01/2025
Millwright - Power Generation	$ 47.00

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive an additional $1.75 per hour provided they are directed to perform Certified Welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional $1.50 per hour.
- An employee performing the work of a machinist shall receive an additional $2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker $ 28.45*

*NOTE: Subject to OT premium

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65%*
Appr. 2nd year	75%*
Appr. 3rd year	80%*
Appr. 4th year	90%*

*NOTE: Additional premium for the following work listed below:

Certified Welder	$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	$ 11.95
Appr. 2nd year	23.50
Appr. 3rd year	25.15
Appr. 4th year	26.80

6-1163Power

Millwright 08/01/2025

JOB DESCRIPTION Millwright **DISTRICT** 2

ENTIRE COUNTIES
Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Oneida, Onondaga, Oswego, St. Lawrence, Warren, Washington

WAGES
Per hour: 07/01/2025

Building	$ 38.41
Heavy & Highway	41.91

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive $1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a $1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional $2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive $2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 27.50

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
Wages per hour:

(1)year terms at the following percentage of Journeyworker's rate.

1st	2nd	3rd	4th

65% 75% 80% 90%

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive $1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a $1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional $2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive $2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00.

SUPPLEMENTAL BENEFITS Benefits per hour:

Apprentices:

1st term	$ 11.95
2nd term	22.84
3rd term	24.39
4th term	25.95

2-1163.2

Operating Engineer - Building 08/01/2025

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES
NOTE:
---If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable. When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.
---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.
---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASS A1*: All Cranes (A1 Includes Boom Trucks over 5 tons, Cableway, Cherry Picker, Derrick, Dragline, Dredge, Overhead Crane, Pile Driver, Tower Crane**, Truck Crane, Whirlies).

CLASS A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent), Automated Fine Grade Machine (CMI), Backhoe, Barrel Shredder, Belt Placer, Blacktop Spreader (such as Barber-Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Boom Trucks (5 ton and under), Burning Plant Operator, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crusher (Rock), De-watering Press, Diesel Power Unit, Dirt Filter Press with Operation Equipment, Dredge, Dual Drum Paver, Elevating Grader (self-propelled or towed), Elevator Hoist - Two Cage, Excavator - all purpose hydraulically operated, Forklift (Loed/Lull and other rough terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Light Plants - Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator), Work Boat Operator including LCM's.

CLASS B: "A" Frame Truck, Back Dumps, Blacktop Plant (non-automatic), Boring Machine, Bulldozer, Cage-Hoist, Central Mix Plant (non-automated), Compressor, Pump, Generator or Welding machine (when used in battery of not more than five (5)), Concrete Paver (single drum over 16'), Core boring machine, Drill Rigs - tractor mounted, Elevator - as material hoist, Farm Tractor (with or without accessories), Forklift (over 10 ton with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Gunite Machine, High Pressure Boiler (15 lbs. & over), Hoist (one drum), Hydraulic Breaking Hammer (Drop Hammer), Kolman Plant Loader (screening gravel), Maintenance Grease Man, Mixer for stabilized base - self-propelled (Seaman Mixer), Monorail Machine, Parapet Concrete or Pavement Grinder, Parts Man, Post Driver (truck or tractor mounted), Post Hole Digger (truck or tractor mounted), Power Sweeper (Wayne or similar), Pump-Crete or Squeeze-Crete, Road Widener (front end of Grader or self-propelled), Roller, Self-contained hydraulic bench drill, Shell Winder (motorized), Skid steer (Bobcat type loader), Snorkel (overhead arms), Snowblower control man, Tractor (with or without accessories), Trenching Machine (digging capacity of 4 ft. or less), Tugger Hoist, Vacuum Machine (self-propelled or mounted), Vibro Tamp, Well Drill / Well Point System (Submersible pumps when used in lieu of Well Point System), Winch (Motor driven), Winch Cat, Winch Truck.

CLASS C: Compressor (up to 500 cfm), Concrete Paver or Mixer (under 16'), Concrete Pavement Spreaders & Finishers (not automated), Conveyor (over 12 ft), Electric Submersible Pump (4" and over), Fine Grade Machine (not automated), Fireman, Forklift ("with or without" attachments, 10 ton and under), Form Tamper, Generator (2,500 watts and over), Hydraulic Pump, Mechanical Heaters (More than two (2) Mechanical Heaters or any Mechanical Heater or Heaters whose combined output exceeds 640,000 BTU per hour (manufacturer's rating) plus one self-contained heating unit - i.e. Sundog or Air Heat type - New Holland Hay Dryer type excluded), Mulching Machine, Oiler, Power Driven Welding Machine (300 amp and over, other than all electric. One Welding Machine under 300 amp will not require an engineer unless in a battery), Power Heaterman (hay dryer), Pumps (water and trash), Revinus Widener (road widener), Single Light Plant, Steam Cleaner or Jenny.

Per hour:	07/01/2025
Building	
Class A1*	$ 49.61
Class A	48.11
Class B	45.99
Class C	41.77

Additional $2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

(*) TONNAGE PREMIUMS:
All cranes up to 64 ton capacity - A1 rate
All cranes 65 ton to 110 ton capacity - A1 rate plus $ 1.50
All cranes 111 ton to 199 ton capacity - A1 rate plus $ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus $ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus $ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus $ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus $ 6.00
All cranes 1000 ton capacity and over - A1 rate plus $ 7.00

(**) Tower Cranes - A1 rate plus $2.50 (no tonnage premiums apply)

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 32.12

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES
WAGES per hour: One thousand hour terms at the following percentage of Journeyworker's CLASS A wage:

1st: 60%
2nd: 65%
3rd: 70%
4th: 80%

Additional $2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS per hour:

	07/01/2025
All terms:	$ 32.05

6-158-545b.s

Operating Engineer - Heavy&Highway — 08/01/2025

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES
NOTE:
---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASS A1*: All Cranes that require a NYS Crane License (Boom Truck, Cherry Picker, Derrick, Dragline, Overhead Crane (Gantry or Straddle Type), Pile Driver, Tower Cranes (including self-erecting)**, Truck Crane).

CLASS A: Asphalt Curb Machine (self-propelled, slipform); Asphalt Paver; Automated Concrete Spreader (CMI type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Backhoe Excavator, Full Swing (CAT 212 or similar type); Back Filling Machine; Belt Placer (CMI type); Blacktop Plant (automated); Blacktop Roller; Bull Dozer being operated with active GPS; Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Cranes - listed in A1 that do not require a NYS Crane License; Directional Boring/Drilling Machine; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Pavement Breaker (SP Wertgen; PB-4 and similar type); Profiler/Milling Machine (over 105 h.p.); Power Grader; Quad 9; Quarry Master (or equivalent); Rotating Telehandler; Scraper (including challenger type); Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Backhoe (tractor mounted, rubber tired); Bituminous Recycler Machine; Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Bridge Deck Finishing Machine; Brokk; Cage Hoist; Central Mix Plant (non-automated) and All Concrete Batching Plants; Concrete Paver (over 16'); Crawler Drill (self-contained); Crusher; Diesel Power Unit; Drill Rigs (truck or tractor mounted); Front End Loader (under 4 cu. yd.); Greaseman - Lubrication Engineer; HiPressure Boiler (15 lbs & over); Hoist (one drum); Hydro-Axe; Kolman Plant Loader & similar type loaders; Locomotive; Material Handling Knuckle Boom; Mini Excavators (under 18,000 lbs.); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler/Milling Machine (105 h.p. and under); Plant Engineer; Prentice Loader; Pug Mill; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above subgrade, See Class A for Blacktop Roller); Sea Mule; Self-contained ride-on Rock Drill (excluding Air-Track type drill); Skidder; Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Vacuum Machine (mounted or towed); Vermeer Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s.

CLASS C: "A" Frame Winch Hoist (On Truck); Aggregate Plant; Articulated Heavy Hauler; Asphalt or Concrete Grooving Machine (ride-on); Ballast Regulator (ride-on); Bituminous Heater (self-propelled); Boat (powered); Boiler (used in conjunction with production); Cement & Bin Operator; Compressors***; Concrete Pavement Spreader and Finisher; Concrete Paver or Mixer (16' & under); Concrete Saw (self-propelled); Conveyor; Deck Hand; Directional Boring/Drilling Machine Locator; Drill (Core); Drill (Well); Dust Collectors***; Electric Pump When Used in Conjunction with Well Point System; Farm Tractor with accessories; Fine Grade Machine; Fireman; Forklift; Form Tamper; Generators***; Grout Pump; Gunite Machine; Hammers (hydraulic self-propelled); Heaters***; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants***; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Post Hole Digger (excluding hand-held); Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Pumps***; Revinius Widener; Roller (subgrade & fill); Scarifier (ride-on); Shell Winder; Skid Steer Loader (Bobcat or similar, including all attachments); Span Saw (ride-on); Steam Cleaner; Tamper (ride-on); Tie Extractor (ride-on); Tie Handlers (ride-on); Tie Inserters (ride-on); Tie Spacers (ride-on); Tire Repair; Track Liner (ride-on); Tractor; Tractor (with towed accessories); Vacuum Machine (self-propelled); Vibratory Compactor; Vibro Tamp; Welding Machines***; Well Point.

***CLASS C NOTE: Considered Hands-Off (unmanned). Includes only operation and maintenance of the equipment.

Per hour:	07/01/2025
H/H	
CLASS A1*	$ 58.85
CLASS A	55.85
CLASS B	54.97
CLASS C	51.69

(*) TONNAGE PREMIUMS:
All cranes up to 64 ton capacity - A1 rate
All cranes 65 ton to 110 ton capacity - A1 rate plus $ 1.50
All cranes 111 ton to 199 ton capacity- A1 rate plus $ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus $ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus $ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus $ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus $ 6.00
All cranes 1000 ton capacity and over - A1 rate plus $ 7.00

(**) Tower Cranes - A1 rate plus $3.00 (no tonnage premiums apply)

- Cranes in Luffer Configuration - A1 rate plus $ 5.00
- Cranes with external ballast (Tray or Wagon) - A1 rate plus $ 5.00

Additional $2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SHIFT WORK
SINGLE IRREGULAR WORK SHIFT: Additional $2.50 per hour for all employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2025
Journeyworker	$ 33.55

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If an employee works on this Monday, they shall be compensated at double time plus the holiday pay (triple time). If a holiday falls on a Saturday, employees who work a Saturday Holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES
WAGES per hour: One thousand hour terms at the following percentage of Journeyworker's CLASS B wage.

1st: 60%
2nd: 70%
3rd: 80%
4th: 90%

Additional $2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

6-158-545h

Operating Engineer - Survey Crew — 08/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew **DISTRICT** 12

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

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to Building, Tunnel and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

	07/01/2025
Party Chief	$ 52.91
Instrument Person	48.67
Rod Person	36.29

Additional $3.00/hr. for Tunnel Work
Additional $2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 30.10

OVERTIME PAY
See (B, E, P, *X) on OVERTIME PAGE
*Note: $25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

	07/01/2025
0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	$ 21.88 / PHP $18.03
1001-2000	24.90 / " 20.45
2001-3000	27.93/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer — 08/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 12

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

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

	07/01/2025
Party Chief	$ 52.91
Instrument Person	48.67
Rod Person	36.29

Additional $3.00/hr. for Tunnel Work.
Additional $2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 30.10

OVERTIME PAY
See (B, E, Q, *X) on OVERTIME PAGE
*Note: $25.10/Hr. Only for "ALL" premium hours paid when worked.

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

	07/01/2025
0-1000	60%
1001-2000	70%

2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	$ 21.88 / PHP $18.03
1001-2000	$ 24.90 / " 20.45
2001-3000	$ 27.93 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel — 08/01/2025

JOB DESCRIPTION Operating Engineer - Tunnel **DISTRICT** 7

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

PARTIAL COUNTIES
Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES
CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour:	07/01/2025
CLASS A	$ 58.44
CLASS B	57.22
CLASS C	54.43
CLASS D	51.42

Additional $5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

CRANES:
Crane 1: All cranes, including self-erecting.
Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.
Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	$ 62.44
Crane 2	61.44
Crane 3	60.44

SUPPLEMENTAL BENEFITS
Per hour:

$ 25.90
+ 10.10*

* This portion of the benefits subject to SAME PREMIUM as shown for overtime wages.

OVERTIME PAY
See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
WAGES:(1000) hours terms at the following percentage of Journeyworker's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

Painter 08/01/2025

JOB DESCRIPTION Painter **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

PARTIAL COUNTIES
Lewis: Only the Townships of High Market, Lewis, Leyden, Lyonsdale, Osceola, Turin and West Turin.
Ontario: The City and Township of Geneva.
Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

WAGES

Per hour:	07/01/2025	05/01/2026 Additional
Basic Rate (Brush & Roll)	$ 28.32	$ 1.85*
Sign Painting	28.32	1.85*
Lead Based Paint Abatement	28.32	1.85*
Drywall Taper/ Finisher	29.32	1.85*
Wallcovering	29.32	1.85*
Drywall Machine Operator	29.82	1.85*
Spray	28.82	1.85*
Parking Lot, Hwy Striping	28.82	1.85*
Epoxy (Brush-Roller)	28.82	1.85*
Epoxy (Spray)	28.82	1.85*
Sandblasting (Operator)	28.82	1.85*
Boatswain Chair	28.82	1.85*
Swing Scaffold	28.82	1.85*
Structural Steel (except bridges, tanks, tunnel)	28.82	1.85*
Coal Tar epoxy	29.82	1.85*
Asbestos Encapsulation	30.52	1.85*

* To be allocated at a later date.

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES, TANKS, OR TUNNELS.

SHIFT WORK
FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 3:00 PM, ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL $2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker $ 27.20

OVERTIME PAY
See (B, *E2, F, R) on OVERTIME PAGE
* NOTE - On exterior work only.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: A holiday that falls on a Saturday will be celebrated on the preceding Friday. A holiday that falls on a Sunday will be celebrated on the following Monday.

REGISTERED APPRENTICES
WAGES per hour:
Painter/Decorator: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 18.00	$ 18.50	$ 19.00	$ 19.50	$ 20.00	$ 21.00	$ 22.00	$ 23.00

Drywall Taper/ Finisher: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th
$ 20.00	$ 20.50	$ 21.00	$ 21.50	$ 22.00	$ 23.00

SUPPLEMENTAL BENEFITS per hour:
Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 6.50	$ 6.50	$ 7.50	$ 7.50	$ 10.50	$ 10.50	$ 13.00	$ 13.00

Drywall Taper/ Finisher:

1st	2nd	3rd	4th	5th	6th
$ 7.50	$ 7.50	$ 7.50	$ 10.00	$ 10.00	$ 12.00

6-31

Painter 08/01/2025

JOB DESCRIPTION Painter **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2025	05/01/2026 Additional
Bridge	$ 46.19	$ 2.50
Tunnel	46.19	
Tank*	44.19	

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

*Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

SHIFT WORK
Note an additional $1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS
Per hour:
$ 31.51

OVERTIME PAY
Exterior work only See (B, E2, E4, F, R) on OVERTIME PAGE.
All other work See (B, F, R) on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
$ 24.00	$ 26.00	$ 28.00	$ 30.00	$ 34.00	$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
$ 6.60	$ 6.95	$ 7.30	$ 7.65	$ 8.00	$ 8.35

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher — 08/01/2025

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

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

WAGES

	07/01/2025
Metal Polisher	$ 40.33
Metal Polisher*	41.43
Metal Polisher**	44.33

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2025

Journeyworker:
All classification $ 13.44

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2025
1st year	$ 20.17
2nd year	22.18
3rd year	24.20
1st year*	$ 20.56
2nd year*	22.62
3rd year*	24.74
1st year**	$ 22.67
2nd year**	24.68
3rd year**	26.70

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

1st year	$ 8.94
2nd year	8.94
3rd year	8.94

8-8A/28A-MP

Plumber 08/01/2025

JOB DESCRIPTION Plumber **DISTRICT** 7

ENTIRE COUNTIES
Herkimer, Oneida

PARTIAL COUNTIES
Hamilton: Only the Town of Inlet.
Lewis: Towns of Lewis, Leyden, Lyonsdale, and West Turin.
Madison: Towns of Brookfield, Eaton, Fenner, Hamilton, Lebanon, Lenox, Lincoln, Madison, Nelson, Oneida, Smithfield, and Stockbridge.
Otsego: Towns of Cherry Valley, Exeter, Middlefield, Otsego, Plainfield, Richfield, Roseboom, and Springfield.

WAGES

Per hour:	07/01/2025	05/01/2026 Additional
Plumber	$ 45.93	$ 3.45*
Steamfitter	45.93	3.45*

* To be allocated at a later date

SHIFT WORK
Agency-mandated shift operations:

1. Shift work shall start no earlier than 6AM Monday and will conclude no later than 9AM Saturday (overtime premiums applicable after 8 hours in a shift).

2. Single irregular shiftwork, less than 3 consecutive days will be paid at the rate of time and one-half of the regular hourly rate.

3. 3 consecutive work days or more:
First Shift - Regular hourly rate.
Second Shift - Regular hourly rate plus 12%.
Third Shift - Regular hourly rate plus 18%.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 15.15
	+ 18.67**

** This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over $100 million in total construction cost (including engineering & architecture).

OVERTIME PAY
See (B, E, Q, *V) on OVERTIME PAGE
*Portion of supplemental benefits subject to V code when project cost is over $100 million (including engineering & architecture).

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Sunday, it will be observed the following day. If a holiday falls on Saturday, it will be observed that day unless so determined by the Federal Government to be celebrated on a different day.

REGISTERED APPRENTICES
WAGES: Yearly terms at the following percentages of Journeyworker's wage.

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	85%

SUPPLEMENTAL BENEFITS per hour:

1st Term:	$ 15.15
	+ 8.92**
All others:	$ 15.15
	+ 14.21**

** This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over $100 million in total construction cost (including engineering & architecture).

7-112n-SF

Roofer 08/01/2025

JOB DESCRIPTION Roofer **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence

WAGES

Per hour:	07/01/2025	06/01/2026 Additional	06/01/2027 Additional
Roofer, Waterproofer	$ 35.80	$ 2.00*	$ 2.00*

* To be allocated at a later date.

NOTE - Does not include metal roof flashings, gravel stop, or metal roofing; See Sheetmetal Worker wage schedule.

Additional per hour:	
Green Roofing**	$ 0.25
Pitch Removal & Appl.	1.50
Asbestos Abatement	1.50

** Green Roofing is any component of green technology or living roof above the roof membrane including, but not limited to, the fabric, dirt and plantings.

SHIFT WORK
WHEN MANDATED BY THE OWNER OR CONTRACTING AGENCY, THERE IS AN ADDITIONAL PREMIUM OF $4.00/HR FOR HOURS WORKED BEFORE 5:30AM AND AFTER 5:30PM.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker	$ 26.30
Additional contribution on any Asbestos Abatement work	0.75

OVERTIME PAY
See (B, E, E2*, Q) on OVERTIME PAGE
*NOTE - If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: When any of these holidays falls on Sunday, the following day shall be observed as a holiday.

REGISTERED APPRENTICES
WAGES per hour: 1000 hour terms at the following percentage of the Journeyworker's wage:

1st term (0 to 999)	65%
2nd term (1000 to 1999)	70%
3rd term (2000 to 2999)	75%
4th term (3000 to 3999)	85%

Additional per hour:	
Green Roofing**	$ 0.25
Pitch Removal & Appl.	1.50
Asbestos Abatement	1.50

SUPPLEMENTAL BENEFITS per hour:

1st term	$ 19.93
2nd term	21.85
3rd term	25.30
4th term	26.30
Additional contribution on any Asbestos Abatement work	$ 0.75

6-195

Sheetmetal Worker 08/01/2025

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 6

ENTIRE COUNTIES

Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES

Per hour:	07/01/2025	11/01/2025	05/01/2026 Additional	05/01/2027 Additional
Sheetmetal Worker:				
**(under $10 million)	$ 36.29	$ 37.54	$ 3.25*	$ 3.25*
**(over $10 million)	$ 42.29	$ 43.54	3.25*	3.25*

* To be allocated at a later date.
**For total cost of Sheetmetal contract only.

TO INCLUDE METAL ROOF FLASHINGS, GRAVEL STOP, AND METAL STANDING SEAM ROOFING.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2025	11/01/2025
Journeyworker	$ 23.31	$ 23.56

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of the Journeyworker's wage.

1st	2nd	3rd	4th	5th
55%	60%	70%	75%	85%

SUPPLEMENTAL BENEFITS per hour:

	1st	2nd	3rd	4th	5th
07/01/2025	$ 14.84	$ 15.45	$ 16.54	$ 18.18	$ 19.27
11/01/2025	$ 15.11	$ 15.70	$ 16.79	$ 18.43	$ 19.52

6-58

Sprinkler Fitter — 08/01/2025

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

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

WAGES

Per hour	07/01/2025
Sprinkler Fitter	$ 45.06

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 29.41

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 23.28	$ 25.98	$ 28.15	$ 30.31	$ 31.94	$ 34.64	$ 36.81	$ 38.97	$ 41.14	$ 43.30

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 9.57	$ 9.57	$ 21.49	$ 21.49	$ 21.74	$ 21.74	$ 21.74	$ 21.74	$ 21.74	$ 21.74

1-669

Teamster - Building 08/01/2025

JOB DESCRIPTION Teamster - Building **DISTRICT** 1

ENTIRE COUNTIES
Hamilton, Herkimer, Oneida

PARTIAL COUNTIES
Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

WAGES
GROUP # A:
Straight trucks, winch, transit mix on the site, road oilers,
dump trucks, pick-ups, panel, water trucks, fuel trucks on the site
(including nozzle).

GROUP # B:
Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

	07/01/2025
Group A	$ 34.65
Group B	34.95

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 29.56

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294z2

Teamster - Heavy&Highway 08/01/2025

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.
Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

WAGES
GROUP #1:
Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:
Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:
Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:
Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:
Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2025	07/01/2026	07/01/2027
Group #1	$ 41.78	$43.79	$45.79
Group #2	41.84	43.85	45.85
Group #3	41.93	43.94	45.95
Group #4	42.07	44.09	46.10
Group #5	42.24	44.26	46.28

Hazardous waste projects that require a Level C or greater protection shall be paid an additional $ 1.00 per hour.

SHIFT WORK
All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional $2.50 per hour.

SUPPLEMENTAL BENEFITS
Per hour:

$ 29.87 +$1.00 per* hour worked	$ 30.77 +$1.00 per* hour worked	$ 31.64 +$1.00 per* hour worked

(*) not applicable to paid holidays

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

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

1-294h/h

Welder 08/01/2025

JOB DESCRIPTION Welder **DISTRICT** 1

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

WAGES
Per hour 07/01/2025

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(B3)	Time and one half of the hourly rate after 40 straight hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays

(S)	Two and one half times the hourly rate for Holidays
(S1)	Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
(T)	Triple the hourly rate for Holidays
(U)	Four times the hourly rate for Holidays
(V)	Including benefits at SAME PREMIUM as shown for overtime
(W)	Time and one half for benefits on all overtime hours.
(X)	Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone Fax

E-Mail:

2. NY State Units (see Item 5).

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 1O Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.
APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Fuel Delivery
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://apps.labor.ny.gov/EDList/searchPage.do

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 08/22/2025

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DA	*****2404	BJA RENOVATION, CORP		33 DOLLARD DR NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026

DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****5010	J. LINDSLEY ENTERPRISE, LLC		1002 STATE ROUTE 176 FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	*****0241	J. LINDSLEY ROOFING, LLC		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028

DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JENNIFER LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027

DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NASEER CHAUDHRY		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028

DOL	DA		NICHOLAS BARNETT		33 DOLLARD DR BABYLON NY 11703	03/04/2025	03/04/2030
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	NYC	*****6971	NN CONSTRUCTION, INC.		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026

NYSDOL Bureau of Public Work Debarment List 08/22/2025

Article 8

DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

ITEM 551.03020017 - PREDRILLING HOLES FOR PILES - CASING REQUIRED

DESCRIPTION

This work shall consist of drilling, boring, or augering holes for piles, and backfilling the holes, at the locations and to the depths indicated on the contract plans or as ordered, in writing, by the Engineer.

All pile holes shall be cased, unless an alternate procedure has been approved by the Engineer.

MATERIALS

Casing may be of any material sufficiently rigid to keep the pile hole from collapsing. It is the Contractor's responsibility to choose a material that will prevent collapse.

Backfill shall be as indicated on the Contract Plans.

CONSTRUCTION DETAILS

A. General. Holes shall be drilled, bored, or augered through the in situ soils, rock, boulders, buried obstacles, debris, footings and concrete slabs whether indicated on the plans or not. If it is specified to predrill into rock and the rock elevation varies in the field by more than 2 feet from that shown on the plans, the Deputy Chief Engineer Structures shall be contacted to determine if the pile tip elevation should be revised. The Geotechnical Engineering Bureau shall be contacted for highway concrete retaining walls. It is the Contractor's responsibility to provide equipment capable of penetrating to the required elevation. No jetting will be permitted without the written permission of the Engineer.

B. Hole Diameter. Holes shall be of the diameter shown on the plans. If no diameter is shown, then the following diameters shall be provided by the Contractor:

1. **Displacement piles.** 6 inches greater than the nominal diameter of the pile.

2. **Steel H-piles.** 6 inches greater than the maximum diagonal axis measurement of the pile in question.

C. Subsidence. Holes shall be progressed without noticeable subsidence of the surrounding ground surface. Should noticeable subsidence occur, in the Engineer's opinion, work shall be stopped and the Regional Geotechnical Engineer (RGE) shall be consulted. Upon consultation with the RGE, the Contractor shall propose a scheme for progressing the work without subsidence, to be approved by the Engineer.

D. Casing Advancement. The casing shall be advanced no more than 5 feet ahead of the bottom of excavation.

E. Hole Cleanout. Holes shall be cleaned out to the elevation required by the contract documents, or to the elevation established by the Engineer.

F. Backfilling. Immediately after each pile has been installed to the required tip elevation, the void between the pile and the sleeve shall be backfilled with material as shown on the Contract Plans. Unless otherwise specified in the contract documents, the Engineer may require backfill placement after initial pile placement, but prior to pile driving, where driving is required to reach final tip elevation if, in his opinion, the procedure is required to reduce vibration.

G. Casing Extraction. The Contractor may extract the casings after pile installation has been completed. If the casing is extracted prior to pile driving where driving is required to reach final tip elevation, backfilling shall be done simultaneously with extraction. All extracted casings shall remain the property of the Contractor.

If the Contractor chooses to leave the casing in place, the cut-off elevation shall be subject to the approval of the Engineer.

METHOD OF MEASUREMENT

This work will be measured as the number of feet of hole progressed. Measurement will be taken along the centerline of the hole. No payment shall be made for any length of hole progressed below the elevation shown on the plans unless ordered, in writing, by the Engineer.

BASIS OF PAYMENT

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

ITEM 551.92000008 - REMOVAL OF PILES

DESCRIPTION:

This work shall consist of the complete removal and disposal of the piles as indicated on the plans.

MATERIALS:

Not specified.

CONSTRUCTION DETAILS:

The existing piles indicated on the plans to be removed shall be completely removed.

All removed material shall become the property of the contractor and shall be removed from the work site.

All holes resulting from the removal operation shall be backfilled to the ground elevation at the time of removal with material meeting the gradation requirements of the underdrain filter type designated in the contract documents and as specified under § 605-2.02, Underdrain Filter, of the Standard Specifications.

METHOD OF MEASUREMENT:

Payment will be made at the unit price bid for each pile removed.

BASIS OF PAYMENT:

The unit price bid shall include the cost of furnishing all labor, equipment and backfill material necessary to 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 565.30130101 - TEMPORARY WOOD SUPPORT

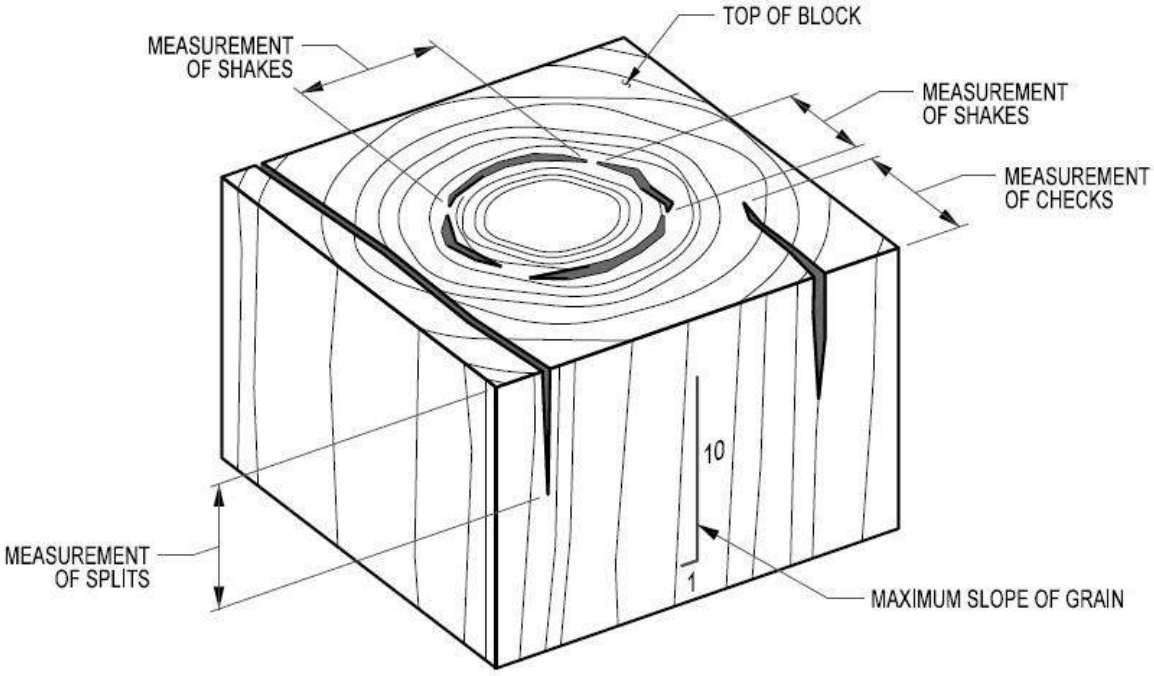
DESCRIPTION

This work shall consist of furnishing and placing Temporary Wood Supports in accordance with the contract documents and as directed by the Engineer.

MATERIALS

Definitions (see image):

- Top - The top face shall be as shown in the image.
- Check - A separation of the wood normally occurring across the rings of annual growth. A check goes around a corner and appears in two faces.
- Shake - A separation of the wood which occurs between the rings of annual growth.
- Slope of Grain - The deviation of the wood grain from a vertical line.
- Split - A split goes completely across one face and partway down the adjoining faces on opposite ends of the wood block.
- Sound Knot - A knot that is solid across its face, at least as hard as the surrounding wood, and shows no indication of decay.



ITEM 565.30130101 - TEMPORARY WOOD SUPPORT

A Temporary Wood Support shall be composed of a single block of wood of the dimension shown in the Contract Documents. The wood species shall be hickory, northern red oak, red maple, or white oak.

The Temporary Wood Support shall meet the requirements listed below at the time of installation:

- The geometry of the supplied material shall not vary from the required dimensions by more than $^1/_4$" on the sides and by $^1/_8$" in height.
- The length of an individual check in the top face or bottom face is limited to $^1/_2$ the minimum plan dimension. Any checks going down the side of the block shall not exceed half the height of the block. The length of checks exactly opposite one another in the top or bottom face shall be summed. There is no limit to the number of checks that may exist on each face.
- An individual shake shall not measure more than $^1/_2$ the minimum plan dimension. Shakes shall not extend through the entire height of the support.
- Slope of grain shall not be steeper than 10 on 1 from a vertical line.
- Any split across the top or bottom face shall not measure more than $^1/_3$ of the height.
- Sound knots which have their largest diameter and the diameter at 90 degrees sum to less than 3 inches may be ignored. Unsound knots are not acceptable.

Basis of Acceptance. This material will be accepted when, on the basis of evaluation by the Engineer, it complies with the requirements specified herein.

CONSTRUCTION DETAILS

Place Temporary Wood Supports as shown in the Contract Documents.

METHOD OF MEASUREMENT

This work will be measured as the number of Temporary Wood Supports satisfactorily furnished and placed.

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 Number	Item	Pay Unit
565.30130101	Temporary Wood Support	Each

ITEM 607.41010010 - TEMPORARY PLASTIC BARRIER FENCE

DESCRIPTION

This work shall consist of furnishing, installing, and maintaining Temporary Plastic Barrier Fences of the type and at the locations shown in the plans or where directed by the Engineer.

MATERIALS

Materials for Temporary Plastic Barrier Fences shall meet the following requirements:

- **Fence**: High-density polyethylene mesh, ultraviolet-stabilized min. 2 years; minimum height 4.0 feet. Color: high-visibility orange or green. When used to protect trees or other vegetation, color shall be high-visibility orange.
- **Posts**: Rigid metal or wood posts, minimum length 6.0 feet.
- **Ties:** Steel wire, #14 gauge or nylon cable ties.
- **Warning signs**: Sheet metal, plastic or other rigid, waterproof material, 1.5 feet by 2.0 feet with 4 inch black letters on a white background. Text shall be: "Protected Site - Keep Out" unless otherwise specified.

CONSTRUCTION DETAILS

Fences shall be erected prior to moving construction equipment onto any area designated for protection.

The line of fences as indicated on the plans shall be staked or marked out on the ground by the Contractor and approved by the Engineer before any fence is installed. Where used for protection of individual trees, fence shall be placed at the drip line (extent of canopy). If not possible, placement shall be as close to the drip line as possible and in no case less than 5.0 feet away from the tree trunk.

On approval of the stakeout, posts shall be securely driven on 6.0 foot-maximum centers, normal to the ground, to a depth 1/3 of the total post length. Plastic barrier fence shall be placed along the side of all posts. Ends of fencing segments shall overlap a distance of at least one half the fence height.

Fencing shall be secured to posts with wire or cable ties at top, middle and bottom of post. Fastener shall be tight enough to prevent the fencing from slipping down. Overlaps shall also be securely fastened.

Barrier fence which is not orange in color shall be flagged at 6.0 foot intervals with red or orange florescent tape. Warning signs shall be mounted on the fence at no more than 100 foot intervals.

Maintenance shall commence immediately after erection of the fence and continue until one week prior to acceptance of the contract, and shall consist of: replacing damaged post(s) and fencing; re-fastening and tightening fencing; and restoring fence to its intended height.

Fencing used for tree or other vegetation protection shall not be temporarily removed to allow equipment access over a protected area, except as required for items of work specifically shown on the plans and approved by the Engineer in writing.

ITEM 607.41010010 - TEMPORARY PLASTIC BARRIER FENCE

METHOD OF MEASUREMENT

The quantity to be measured for payment will be the number of feet of Temporary Plastic Barrier Fence erected, measured along the top, to the nearest whole foot.

BASIS OF PAYMENT

The unit price bid shall include the cost of all labor, materials and equipment necessary to satisfactorily complete the work. Relocation of a fence from one location to another as directed by the Engineer shall be considered as a new location and will be separately paid.

Seventy percent (70%) of the price bid will be paid after satisfactory installation of the fence. The remaining Thirty percent (30%) will be paid after complete removal of the fence.

ITEM 608.21000003 - CAST IRON EMBEDDED DETECTABLE WARNING UNITS

DESCRIPTION
Section §608-1 of the Standard Specifications shall apply.

MATERIALS
Section §608-2.07 of the Standard Specification shall apply with the following modifications:

Embedded Detectable Warning Units 726-02

All embedded detectable warning units shall be cast iron. No other material will be accepted. Installation of detectable warning units shall be in accordance with manufacturer's recommendations. All detectable warning units shall have a natural finish color.

CONSTRUCTION DETAILS
Cast iron detectable warning units shall be installed in wet concrete as directed by the manufacturer. Follow all applicable manufacturer's requirements for environmental conditions, surface preparation, installation procedures, curing procedures, and materials compatibility.

METHOD OF MEASUREMENT
Section §608-4.07 of the Standard Specifications shall apply.

BASIS OF PAYMENT
The unit bid price per square yard shall include all labor, material, and equipment necessary to satisfactorily complete the work, including bedding material. No adjustment shall be made for concrete removed to accommodate embedded units.

Payment will be made under:

Item No.	Item	Pay Unit
608.21000003	Cast Iron Embedded Detectable Warning Units	Square Yard

ITEM 623.12100001 – CRUSHED STONE (IN-PLACE MEASURE) SIZE 1A
ITEM 623.12110001 – CRUSHED STONE (IN-PLACE MEASURE) SIZE 1
ITEM 623.12120001 – CRUSHED STONE (IN-PLACE MEASURE) SIZE 2
ITEM 623.12130001 – CRUSHED STONE (IN-PLACE MEASURE) SIZE 3

All the provisions for item 623.12 *Crushed Stone (In-Place Measure)* shall apply except that payment will be made under:

Payment will be made under:

Item No.	Item	Pay Unit
623.12100001	Crushed Stone (In-Place Measure) Size Designation 1A	Cubic Yard
623.12110001	Crushed Stone (In-Place Measure) Size Designation 1	Cubic Yard
623.12120001	Crushed Stone (In-Place Measure) Size Designation 2	Cubic Yard
623.12130001	Crushed Stone (In-Place Measure) Size Designation 3	Cubic Yard

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

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

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

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

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

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

METHOD OF MEASUREMENT:

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

BASIS OF PAYMENT:

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

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

ITEM 634.99010017 – BUILDING CONDITION SURVEY
ITEM 634.99020017 – VIBRATION MONITORING (NONBLASTING)

DESCRIPTION

A. Building Condition Survey. This work shall consist of performing a building condition survey(s) and preparing permanent records as indicated in the contract documents prior to the commencement of work, after completion of work, and at locations and times during construction as directed by the Engineer.

B. Vibration Monitoring (Nonblasting). This work shall consist of performing vibration monitoring of background and construction activities and preparing daily and summary report(s) of vibration readings.

MATERIALS

A. Building Condition Survey. Provide general photography and video equipment, analog or digital, capable of superimposing the date and time on all images.

B. Vibration Monitoring (Nonblasting). Provide a 3-component seismograph, capable of measuring particle velocity data in three mutually perpendicular directions. Annual factory calibration is required throughout the duration of the work.

CONSTRUCTION DETAILS

A. General. The Contractor shall engage the services of a firm capable of furnishing a New York State licensed Professional Engineer to conduct a condition survey of the existing building(s) indicated in the contract documents in the Special Note entitled Vibration Criteria and an experienced vibration monitoring Consultant to measure peak particle velocities prior to, and during, construction operations. Submit as proof to the Deputy Chief Engineer Technical Services (DCETS) the experience and qualifications of the firm's personnel conducting the work.

B. Building Condition Survey. Provide, as a minimum, the following information:

1. Photographic and videotape documentation of the interior and exterior condition of the building(s).

2. Extent and location of existing signs of building distress such as cracks, spalling, signs of settlement, flooding, leaking, etc.

The Engineer may accompany the Contractor on each building condition survey for verification of the data recorded. Provide two copies of all documentation of each building condition survey to the Engineer.

C. Vibration Monitoring (Nonblasting). The DCETS may waive the requirements of vibration monitoring based on the results of the building condition survey.

Perform continuous vibration monitoring during construction operations when adjacent construction activities make monitoring prudent. The Contractor shall perform contract work in

a manner that will limit construction vibration at the specified locations to within the limits set within the contract documents.

1. Submittal of Written Vibration Monitoring Plan. Prior to performing work adjacent to specified locations, a written Vibration Monitoring Plan prepared by the Contractor shall be submitted to the Engineer a minimum of 10 work days in advance for approval. The Engineer will send a copy of the Vibration Monitoring Plan to the Geotechnical Engineering Bureau, Engineering Geology Section, for review and written comment. The vibration monitoring plan may be returned to the Contractor for revision or clarification.

The vibration monitoring plan shall include the necessary information to outline the recording collection. The vibration monitoring plan shall include, but not be limited to, the following items:

a. Contract Designations

- The name of vibration monitoring specialist(s).
- The scheduled start date and length of construction operations which require vibration monitoring.
- The limits of vibration monitoring work, including sites on or off State-owned right-of-way.
- The location of all structures to be monitored in proximity to the construction operation.
- The location of any underground utilities in proximity to the construction operation.

b. Experience and Equipment

- Submit proof and details, as references, of two projects in the past five years where the vibration monitoring consultant performing the work has satisfactorily monitored construction operations by recording maximum peak particle velocities (PPVs). Include contact information for each reference.
- Submit information on the required 3-component seismograph, capable of measuring particle velocity data in three mutually perpendicular directions, including: the manufacturer's name, model number, and documentation of factory calibration performed within the last 12 months.

c. Methods and Procedures

- The location of adjacent structures to be monitored and maximum allowable PPVs as indicated in the contract documents. If not otherwise specified, a maximum allowable PPV in accordance with the United States Bureau of Mines (USBM) Vibration Criteria (Figure 1) shall be observed at all structures.
- The location of seismograph(s) placements, as directed by the Contractor's Professional Engineer. Recording seismographs may be installed on selected structures.
- Appropriate details for anchoring the geophone(s).

- The procedure for tracking PPV throughout construction operations (e.g., Pile Driving Operations: pile tip vs. vibrations may be correlated through time of day. A record of the time of day at each depth interval, included on the pile driving records, would be required to correlate to a time-based readout of PPV).

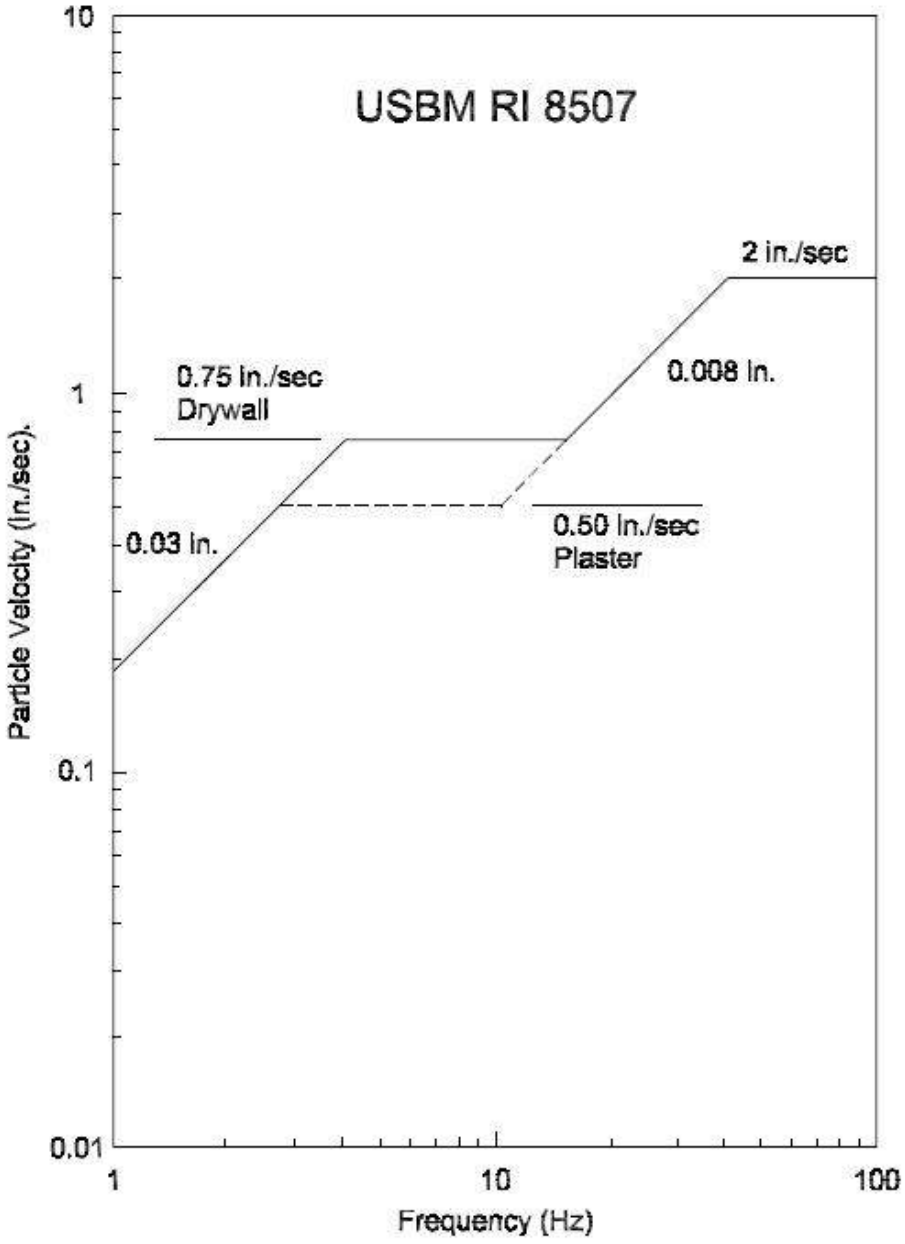


Figure 1—Safe Vibration Limit Recommendations for Residential Structures

Figure 1 – USBM Vibration Criteria (after Siskind et al, 1980)
The figure provides a "threshold damage" limit, defined as cosmetic damage (e.g., cracking) within the structure, categorized by both frequency ranges and particle velocity

2. Measuring Vibrations. The Contractor shall inform the Engineer immediately each time measured particle velocities exceed 85% of the allowable peak particle velocity. The Contractor shall make equipment or procedural modifications as required to avoid exceeding the allowable vibration intensity.

If the measured velocities exceed the maximum allowable PPVs, the Contractor shall stop operations immediately and revise equipment and procedures to reduce vibrations to allowable levels.

The Contractor shall be in communication with his monitoring firm's personnel during vibration monitoring at all locations to verify the data recorded.

The Contractor shall provide the Engineer with the results of daily vibration monitoring, one work day after the readings are taken. Upon completion of the construction operations for those locations requiring vibration monitoring, the daily submittals shall be synthesized into a final report.

If the seismographs show any indication of damage or vandalism, the seismographs shall be immediately recalibrated or replaced.

METHOD OF MEASUREMENT

A. Building Condition Survey. This work will be measured on a lump sum basis.

B. Vibration Monitoring (Nonblasting). This work will be measured on a lump sum basis.

BASIS OF PAYMENT

The unit price bid for building condition survey(s) and vibration monitoring shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

Vibration Monitoring (Nonblasting). Progress payments will be made for this item paid proportionally in accordance with the amount of work completed, measured on a workday basis.

Payment will be made under:

Item No.	Item	Pay Unit
634.99010017	Building Condition Survey	Lump Sum
634.99020017	Vibration Monitoring (Nonblasting)	Lump Sum

645.450XNN24 – RESTORING NEW YORK STATE TRADITIONAL HISTORIC MARKER

DESCRIPTION:
This work shall consist of the removal, restoration and re-installation of historic marker signs as per the contract documents and as directed by the Engineer.

The historic marker sign shall consist of the following components:

- panel,
- post,
- attaching hardware, typically socket screws, for securing panel to the post, and
- footing, foundation, mounting and/or attachment.

Under this specification, the removal, restoration, and re-installation of a historic marker sign shall consist of:

- documenting the location and orientation of the existing historic marker sign (unless sign is to be relocated as per the contract documents),
- removing the historic marker sign components indicated in the contract documents,
- cleaning the panel,
- conducting minor surface repair to the panel,
- preparing the panel surface for painting,
- painting the panel, and
- re-installing the historic marker sign components, as indicated in the contract document,

"*Restoring New York State Traditional Historic Marker – As Specified*" will be described in a note, titled *"Restoring New York State Traditional Historic Marker – As Specified*" found in the contract documents.

MATERIALS:
The following sections of the standard specifications shall apply:

Portland Cement Concrete – General	501-2
Painting Galvanized and Aluminum Surfaces	657-2
Galvanized Coatings and Repair Methods	719-01

The following ASTM specifications shall apply:

Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc Coated, Welded and Seamless	A53/A53M

The following ANSI specifications shall apply:

Socket Cap, Shoulder, Set Screw and Hex Keys	ANSI B18.3

645.450XNN24 – RESTORING NEW YORK STATE TRADITIONAL HISTORIC MARKER

The following other specifications shall apply:

Surface Preparation Standard for Ductile Iron Pipe and Fittings in Exposed Locations Receiving Special External Coatings and/or Special Internal Linings — NAPF 500-03

Footings, Foundation, Mounting and/or Attachment: For:

- *"Restoring Historic Marker - Panel Only"*, no post, footing, or foundation is required.
- "*Restoring Historic Marker - Panel with Post and Concrete Footings"*, use Class A (§501-2) concrete.
- "*Restoring The Historic Marker - As Specified"*, refer to the contract document for material information.

Posts: When posts are specified, they shall be:

- four feet (4') longer than the embedment depth (embedment depth is variable – refer to the contract documents for additional information),
- 2 ½" NPS inside diameter (ID),
- schedule 40 galvanized steel pipe,
- as per ASTM A53, Grade B, type E (ASME SA-53-98), and
- galvanized according to §719-01 Galvanized Coatings and Repair Methods, Type 1.

Unless specified otherwise, the posts shall NOT be painted. If painting is specified, color-coated posts shall have a galvanized coating (per §719-01, Type I) followed by a zinc-phosphate pretreatment and a minimum 3 mil dry thickness color powder coating. No field application is allowed.

Paint: Unless otherwise specified, the paint for the historic marker sign panel shall have a gloss finish and be the following colors:

Standard Reference Color	Panel Background	Panel Raised Letters, Logos and Border
*Munsell Book of Colors	10B 3/6	5Y 8/14
Federal Standard Colors (595B – 12/89)	15065	13591

*Munsell reference colors are preferred.

Paint for cast iron surfaces: Paint shall be a two-coat system with an epoxy primer recommended by its manufacturer for use on cast iron surfaces and an aliphatic urethane, suitable for exterior use. The paints shall comply with current VOC regulations, shall be produced by the same manufacturer, and the prime and top coat shall be compatible.

645.450XNN24 – RESTORING NEW YORK STATE TRADITIONAL HISTORIC MARKER

Hardware: New hardware, if specified or required, shall be included in the unit price bid.

When the historic marker panel is secured to a post, socket screws are used. If new screws are specified or required, they shall conform to the following specification:

Type:	Standard Socket Screw
Class:	Class 3A
Rockwell Hardness:	B85-B95
Meets:	ANSI B18.3
Material:	18-8 stainless steel
Finish:	Plain Finish
Thread Size:	½ - 13
Overall Length:	5/8”
Point Type:	Cup
Point Material:	stainless steel (18-8)
Point Diameter:	0.207 to 0.291 inch
Drive Type:	Hex socket
Drive Size:	¼”

When any other method of securing the historic marker sign panel is specified, refer to the contract documents.

Inspection and Certification - All materials used in the restoration of historic markers, including posts, supports and foundations, shall be subject to the above-referenced ASTM/ANSI material quality certifications. Presentation of material quality certification will be the basis for material acceptance at the job site.

CONSTRUCTION DETAILS:
The following sections of the standard specifications shall apply for cast aluminum panels:

Painting Galvanized and Aluminum Surfaces	657-3

For cast iron panels, only §657-3.02 and §657-3.03 apply and as specified below

Prior to Removal: The Contractor shall document the location, assembly and orientation of the existing historic marker sign sufficiently to ensure that the re-installation meets the location, assembly and orientation requirements indicated in the contract documents (note that some signs may be relocated or reoriented).

Removal: The historic marker sign components shall be removed (as appropriate) from their existing location and transported to the restoration facility.

645.450XNN24 – RESTORING NEW YORK STATE TRADITIONAL HISTORIC MARKER

When the removal and replacement of the existing post and structural concrete is indicated, the concrete shall be broken-up and the post and concrete rubble shall be removed.

When the removal and replacement of the existing historic marker sign POST is NOT indicated:

- If the post (and other associated sign components) can be *temporarily* removed it shall be removed and stored per §106-06 Storage and Handling of Materials.

- If the post cannot be *temporarily* removed (e.g. the post is frozen in concrete), the Contractor shall ensure the safety and health of employees and the public. Refer to §107-05 Safety and Health Requirements of the standard specifications for additional information and guidance.

Any damage to the historic marker sign components (panel, hardware, post and/or concrete footing) that may result from the Contractor's operations shall be repaired at no additional cost to the State. If the damage is deemed irreparable, the Contractor shall replace the historic marker sign with one comparable to the existing historic marker sign at no additional cost to the State.

Restoration: The restoration of the historic marker sign panel shall include:

1. Preparation:
   - For cast aluminum panels, refer to §657-3 Painting Galvanized and Aluminum Surfaces for the preparation (including cleaning).
   - For cast iron panels, remove all traces of existing paint, corrosion, and other debris by hand-tooling, power-tooling or abrasive blasting without damaging the cast iron. If abrasive blasting is used, then use the surface preparation methods outlined in the NAPF 500-03.
   - Conduct any minor surface repair to the panel as identified in the contract documents,
2. Painting
   - For cast aluminum panels, refer to §657-3 Painting Galvanized and Aluminum Surfaces for methods to be used.
   - For cast iron panels, the resulting surface shall be painted per §657-3.02 as soon as possible, before the reappearance of flash rust. Paint shall be applied strictly per the manufacturer's instructions, typically found on the Product Data Sheet (PDS) or Technical Data Sheet (TDS).
     - The entire panel shall receive an epoxy primer coat followed by a urethane topcoat that provides the panel background color.
     - A second urethane topcoat shall be applied only to the surfaces of the panel raised letters, logos and border to provide the appropriate color for these elements. This second topcoat shall be of sufficient thickness to completely cover the background color and shall be applied in strict accordance within the

manufacturer's recommended "recoat window". Recoat window is defined as the allowable time frame in which a successive coat must be applied to ensure a strong chemical bond of the two coats. At no time shall the second coat be applied after the recoat window has been exceeded, as adhesion failure of the lettering paint will occur,

- If the recoat window is exceeded, the panel will be rejected. The Contractor shall then prepare and completely repaint the panel (all per instructions above) at no additional cost to the State.

3. Any additional instructions indicated in the contract documents.

No field painting is allowed, unless otherwise specified.

Re-Installation: Refer to the contract documents to determine if the historic marker sign can be installed immediately after restoration or if it will require storing. If storage of any historic marker sign component is required, refer to §106-06 Storage and Handling of Materials. Damage to any component of the historic marker sign, during transport or storage, shall be repaired or replaced, at no additional cost to the State.

The Contractor shall erect the restored and new (as applicable) sign components in a manner that is consistent with the sign's location, assembly and orientation as documented prior to removal or as indicated in the contract documents.

When concrete footings are replaced, the footing shall be a minimum of four feet (4') deep and eighteen inches (18") in diameter. The new post shall be direct buried in the concrete footing to the entire depth of the footing. When an iron sign is mounted on the post, the contractor must ensure that water cannot get into the post.

When other methods of securing the historic marker sign are indicated, refer to the contract documents for details. The construction of these elements are only included in the cost of these pay items when they are incidental to the construction of the historic marker sign.

METHOD OF MEASUREMENT:

The work will be measured as each New York State traditional historic marker satisfactorily removed, restored and re-installed.

BASIS OF PAYMENT:

The unit price bid for each New York State traditional historic marker removed, restored and re-installed shall include the cost of furnishing all labor, materials, and equipment (including fasteners and miscellaneous hardware) necessary to complete the work.

645.450XNN24 – RESTORING NEW YORK STATE TRADITIONAL HISTORIC MARKER

Alternative footings, foundation, mounting and/or attachment are included in the cost only if they are incidental to the cost of the New York State traditional historic marker sign.

Payment will be made under the following pay items:

Pay Item	Description	Unit
645.4503NN24	Restoring New York State Historic Marker – Panel Only	EA
645.4504NN24	Restoring New York State Historic Marker - Panel Including Post and Concrete Footing	EA
645.4505NN24	Restoring New York State Historic Marker – As Specified	EA

NN denotes a serialized pay item for each New York State traditional historic marker (with or without post and concrete foundation) restored.

ITEM 645.81090003 – RETROREFLECTIVE SIGN POST STRIP

DESCRIPTION

This work shall consist of furnishing and installing Retroreflective Sign Post Strips in accordance with the contract documents.

MATERIALS

The retroreflective surface of Retroreflective Sign Post Strip shall conform to §730-05 Retro-Reflective Sign Sheeting - NYSDOT Class A sign sheeting and appear on the Department's Approved List of Materials and Equipment for Reflective Sign Sheeting.

Note: Signs supplied before March 1, 2023, may be fabricated with NYSDOT approved ASTM D4956 Type III/IV and IX retro-reflective sign sheeting. The grade of sheeting shall match the grade of sheeting on the sign panel that the strip supplements.

Nylon or plastic washers shall be installed between fastener bolt heads (or nuts) and the reflective sheeting on the face of the strip.

The color of the retroreflective sheeting on the Retroreflective Sign Post Strip shall match the background color of the sign, except that the color of the strip for the YIELD and DO NOT ENTER signs shall be red.

Retroreflective Sign Post Strips shall be made of durable, UV-stabilized plastics or aluminum panels in accordance with §730-01.

Hardware to mount Retroreflective Sign Post Strips to sign posts shall conform to §715-16 Stainless Steel Connecting Products, or §730-22 Stiffeners, Overhead Brackets, and Miscellaneous Hardware. Hardware to connect Retroreflective Sign Post Strips to sign posts shall be tamper resistant.

CONSTRUCTION DETAILS

Retroreflective Sign Post Strips shall be at least 2 inches in width and shall be in accordance with the contract documents. Retroreflective Sign Post Strips shall be placed for the full length of the support from the sign to 2 feet above the edge of the roadway.

Retroreflective Sign Post Strips shall be attached to the sign posts by mechanical means with standard nuts and bolts, clamps, brackets, or strapping according to the manufacturer's instructions. Retroreflective Sign Post Strips shall not be attached to sign posts with adhesives.

METHOD OF MEASUREMENT

This work will be measured as the number of Retroreflective Sign Post Strips 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 660.18510005- AIR-RELEASE/BLOW-OFF ASSEMBLY

DESCRIPTION:

This work shall consist of installing an air-release or blow-off assembly of the type shown on the plans, at the locations indicated on the plans, in the proposal or as directed by the Engineer.

MATERIALS:

Copper pipe shall be Type K.

Curb stops and curb boxes shall be equal to one of the types used by the owner of the system.

CONSTRUCTION DETAILS:

The trench shall be excavated in accordance with Subsection 206-3, Construction Details, of the Standard Specifications.
The trench shall be backfilled as specified in Subsection 203-3.15 with suitable excavated material except that select granular fill shall be placed to a depth of 12 inches above the top of pipe, under pavements, shoulders and other such areas designated by the Engineer. Slag backfill will not be allowed. Any rock excavated from the trench shall be replaced with suitable material at no additional cost to the State.

Thrust blocking shall be placed as specified in the proposal under Water Mains and Appurtenances.

METHOD OF MEASUREMENT:

The quantity to be paid for will be the number of air-release or blow-off assemblies including the curb stop, curb box and upper curb box installed in accordance with the plans and specifications.

BASIS OF PAYMENT:

The unit price bid shall include the cost of furnishing and installing the curb stop, curb box, upper curb box, copper pipe, brass nipples, tapped plug, all labor and equipment including excavation and backfill necessary to complete the work.

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