

PROPOSAL

FOR

TAB 16-45B D214537

REPAIRS TO IMPACT DAMAGE
BRIDGE AT M.P. 426.18

BIN 5516240 MP 426.18

BOOK 1 OF 1

THIS BOOK CONTAINS SPECIFICATIONS AND
BID PROPOSAL WORKSHEETS.

SUBMITTED IN ACCORDANCE WITH THE NEW YORK STATE
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS
OFFICIALLY ADOPTED SEPTEMBER 1, 2016 EXCEPT AS MODIFIED
IN THE PLANS AND/OR PROPOSAL AND ANY CHANGES WITH
ARTICLE 2, TITLE 9 OF THE PUBLIC AUTHORITIES LAW.

LETTING OF

OCTOBER 12, 2016

11:00 A.M.



**Thruway
Authority**

**Canal
Corporation**

200 Southern Blvd., Albany, NY 12209

NOTICE
TO
BIDDERS

In addition to the bid deposit requirement, this Proposal shall be accompanied by a Statement of Surety's Consent on the form furnished by the Authority. (See last page).

BIDDERS ARE SUBJECT TO LOSS OF BID DEPOSIT FOR FAILURE TO OBTAIN PROPER BONDING.

PRE-QUALIFICATION NOTE

The successful low bidder must demonstrate that he/she has successfully completed at least one (1) project in the past seven (7) years that included elements of this project as follows:

- Erection of precast elements in excess of 50 tons in weight
- Repairs to damaged bridge components including:
 - Welding and bolting of steel members
 - Concrete repairs including precast and conventionally poured concrete deck
- Night work requiring lighting
- Working under compressed time schedules
- Operations in high traffic volumes (greater than 25,000 AADT)

All Bidders must submit evidence of such, including contact information for corroborating references within five (5) business days subsequent to the Letting.

SPECIAL NOTE

**A PRE-BID MEETING WILL BE HELD AT 1:00 PM
ON WEDNESDAY, SEPTEMBER 28, 2016 IN THE
BUFFALO DIVISION HEADQUARTERS,
455 CAYUGA ROAD, SUITE 800
CHEEKTOWAGA, NY 14225-1309.**

Thruway Authority/Canal Corporation Designated Contacts

Pursuant to NYS Finance Law Sections 139-j and 139-k, the following people are the designated contacts for this procurement process:

For all procurement contract process related questions:

- Michael W. Doyle
Office of Capital Program and Contracts Management
(518) 436-2902

For all technical or engineering related questions:

- Michael Cioffi
Project Designer (For technical questions only)
(518) 471-5992
Mike.Cioffi@thruway.ny.gov
- Timothy Conway
Design Bureau Director
(518) 436-2988
Timothy.Conway@thruway.ny.gov

For more information about NYS Finance Law Sections 139-j and 139-k, please see the New York State Thruway Authority / Canal Corporation Guidelines for Lobbying included in this Proposal.

NEW YORK STATE THRUWAY AUTHORITY

NOTICE TO BIDDERS

Sealed bids must be hand delivered, or delivered by first class mail, USPS Express or Priority Mail, or overnight delivery service (e.g., FedEx, UPS) to the New York State Thruway Authority Headquarters Building, at the following address only: New York State Thruway Authority, 200 Southern Boulevard Albany, NY 12209.

Sealed bids should not be sent or delivered to any other address or location, and the Authority is not responsible for any late deliveries or misdirected bids.

Regardless of the delivery method selected, all sealed bids must be delivered by 11:00 AM, on Wednesday, October 12th, 2016, where they will be opened publicly and read aloud. Any bids sent or delivered to an address or location other than the one specified above, or received after this time, will not be accepted.

Contract TAB 16-45B/D214537 Repairs to the Impact Damaged Bridge at
M.P. 426.18 in Erie County in accordance with the Plans and Specifications.

Your bid must be secured with either a Bid Bond or a Bid Deposit. A Bid Bond must be in the amount of 25% of the total bid and must be on the Authority's Bid Bond Form (TA-44117) which is included in the Proposal. A Bid Deposit must be a certified check or cashier's check made payable to the New York State Thruway Authority in the amount of **\$75,000.00**.

Plans, proposals, and information on how to download Contract Bid Data are available on the Authority's Website at www.thruway.ny.gov.

SPECIAL NOTE

The New York State Thruway Authority has discontinued the practice of reproducing and furnishing full-size and half-size plans to Contractors after contract award. Contractors shall be responsible for their own hard copies of plans and proposals at no additional cost to the Authority.

New York State Can Help You Secure Surety Bonding

The NYS Surety Bond Assistance Program (NYSBAP) provides technical and financial assistance to help contractors secure surety bonding. Contractors may be eligible to receive a guarantee of up to 30% to secure a surety bond line, bid bond or a performance and payment bond on State projects. Training is also available to contractors requiring technical support on how to become bond-ready. For more information and to fill out a NYSBAP application, visit <http://esd.ny.gov/BusinessPrograms/BondingAssistance.html> or contact Ms. Huey-Min Chuang at Empire State Development at 212-803-3238 or BAP@esd.ny.gov.

CONTRACTOR REQUEST FOR INFORMATION

New York State Thruway Authority • New York State Canal Corporation

Purpose: This form is completed by a Project's Construction Supervisor upon receipt of a Contractor's request for information when further information is needed to respond to the Contractor's request.

INSTRUCTIONS:

- *Construction Supervisor:* Complete Section I upon receiving the Contractor's written request for information. This form, along with the Contractor's request, is forwarded to the appropriate Thruway Bureau (Design or Maintenance) with a copy being sent to the Office of Construction Management's Liaison.
- *Receiving Thruway Bureau:* Completes Section II, providing the requested information, and returns the form to the Construction Supervisor with a copy being sent to the Office of Construction Management's Liaison.

Section I Request for Information

Construction Supervisor		Phone No. () - -		RFI No.
Project Description			Contract TA No.	
			TA	
			Contract D No.	
			D	
Trades (if applicable)		Contract Drawing No.	Specifications Section	Contractor's Reference No.
Request Date	Requested Response Date	Requested By	Company	
Detailed Description of Issue (use additional sheets if necessary)				
Proposed Solution (use additional sheets if necessary)				

Section II Request Response

Receipt Date	Response Date	Response By	Thruway Bureau
Response (use additional sheets if necessary)			
Attached Document(s) Description			

SPECIAL NOTE
REQUEST FOR INFORMATION (RFI)

A **request for information (RFI)** is a written process used to clarify a detail, specification, or note in the contract documents, provide notification of a possible error or omission, or request a minor modification due to possible unforeseen issues that may occur during construction. During the period between project advertisement and award of contract, the Contractor shall submit all RFIs to the appropriate "Designated Contact" listed in the Proposal. The Contractor's RFI to Engineering Design shall follow the same general format as the Authority's Contractor Request for Information Form (TA-N44136-9) used during construction. The form shall be filled out as completely and accurately as possible and numbered sequentially, if needed. Any supporting information that may help describe the issue more clearly, as well as any suggestions or recommendations for possible resolution, should be provided.

New York State Thruway Authority

Contract No. TAB 16-45B

TABLE OF CONTENTS

PROJECT INFORMATION

Proposal Title Sheet	1
Pre-Award Notice / Contract Award	2
Pre-Bid Inspection / Preconstruction Meeting / Withdrawal of Bid	3
Quantity Sheet Summary for Proposal	4
“Be Prepared To Stop” Signing for Stationary Work Zones	5
Work to be Done.....	6
Schedule and Suspension of Work.....	7
Special Note: Available Weekend Closures.....	10
Incentive/Disincentive Clause	11
Traffic Management Tables.....	13
Project Notes.....	17
Supplemental Information Available To Bidders	18

REVISIONS TO NYSDOT STANDARD SPECIFICATIONS

NYSTA Addendum to the Standard Specifications	19
Revisions to NYSTA Addendum to the Standard Specifications.....	79

SPECIAL SPECIFICATIONS

Special Note — Special Specification Pay Item Numbers	80
Project Special Specifications.....	81

SPECIAL NOTES

Confidential Information.....	100
Control of Materials	103
Availability of Electronic Bid Data	104
Requirements for Contractor’s Utilization of Areas Outside of the Right-of-Way.....	105
Compliance with State Pollutant Discharge Elimination System (SPDES) Regulations.....	106
Diesel Emission Reduction Act (DERA) Regulatory Compliance.....	107
Green Construction Requirements	108
“Generator Knowledge” for Disposal of Treated Wood	111
Forest Insect Disease Control	112
Marker Relocation During Construction	114
Typical Bird / Bat Waste Information.....	115
Project Special Notes	116

AFFIRMATIVE ACTION REQUIREMENTS

Goals for Disadvantaged/Minority/Women’s Business Enterprise (D/W/MBE)
 Participation..... 123
Equal Employment Opportunity Requirements – State 124
Training Special Provisions – State Funded 131
Non-FA Affirmative Action Requirements 136
Progress Payments – OEOC Reports..... 141
Utilization Plan for All Subcontractors (TA-W1022-9) 142
Instructions for the Manual Completion of the Employment Utilization Report
 (TA-W1017-9)..... 144
Monthly Employment Utilization (TA-W1017-9) 146
Payments to D/M/WBE Subcontracting Firms (TA-W1023-9)..... 147

STATE WAGE RATE INFORMATION

Wage Rates / Special Notice to Bidders in Relation to Overtime Dispensation 148
Special Note: State Prevailing Wage Rates..... 149
State Wage Rates 150

SAMPLE AGREEMENT

New York State Thruway Authority Sample Agreement..... 178

BID PROPOSAL

Itemized Proposal..... 187
Non-Collusive Bidding Certification..... 197
Iran Divestment Certification..... 198
MacBride Fair Employment Principals Certification 199
Signature Sheet..... 200
Bid Bonds 201
New York State Thruway Authority Guidelines for Lobbying..... 203
Disclosure of Prior Non-Responsibility Determinations 206
Certificate of Compliance (TA-W2111-9) 207
Amendment Acknowledgment 208
Statement of Surety’s Consent 209

PROJECT INFORMATION

NEW YORK STATE THRUWAY AUTHORITY
 DEPARTMENT OF ENGINEERING
 PROPOSAL ESTIMATE FOR
 REPAIRS TO THE IMPACT DAMAGE BRIDGE
 AT
 MILEPOST 426.18
 IN THE
 BUFFALO DIVISION
 OF THE
 NEW YORK STATE THRUWAY
 IN
 ERIE COUNTY

TYPE	LIMITS
Bridge Repairs	M.P. 426.18 Plus Advance Signing

DEPOSIT REQUIRED \$75,000.00

COMPLETION DATE November 22, 2016

PRE-AWARD NOTICE

A Pre-Award Meeting has not been scheduled for this project. If a Pre-Award Meeting is deemed necessary, notice of the date and time will be provided.

To assist the Authority in its award process, the successful low bidder must furnish the following items upon request:

1. A current New York State Uniform Contracting Questionnaire (NYSUCQ) CCA-2 form must be on file;
2. A list of current contracts giving the firm or agency for which they are being performed, the name and phone number of someone therein familiar with the contractor's work, the contract amount, and percent of completion;
3. Pre-Award Project Schedule;
4. Documentation of the actions taken to comply with the Minority/Women's Business Enterprise Utilization goals (Non-Federal), or Disadvantaged Business Enterprise goals (Federal) as defined in the Proposal;
5. A "Schedule of Participation of Minority/Women's Business Enterprise" (Form TA-1022), or Disadvantaged Business Enterprise" (Form TA-1022F);
6. AAPHC-89 Approval to Subcontract.

Contract Documents will be supplied with the Authority's notice to the successful low bidder and must be executed and returned to the Authority within ten (10) days of receipt.

If a Pre-Award Meeting is held, it is requested that the Project Superintendent be present. The Contractor should be prepared to provide, upon request by the Authority, information regarding, among other things, the following:

1. Use of subcontractors, including who they will be and what items of work they will perform;
2. Suppliers and manufacturers;
3. Traffic control and safety;
4. Any anticipated problems that could affect the progression of the project.

CONTRACT AWARD

The award process cannot begin until the executed Contract Documents have been returned to the Authority and the successful Low Bidder has provided acceptable documentation with regard to his actions taken to comply with the M/WBE goals of this Contract or DBE Goals for Federally Aided Contracts.

ALL BIDDERS**PRE-BID INSPECTION**

The prospective bidder must have in its possession the Contract Plans/Proposal and a Work Permit for identification purposes when conducting a pre-bid inspection of the Thruway/Canal facility.

The prospective bidder shall inform the appropriate Division Point of Contact (listed below) prior to visiting the site and shall strictly comply with all instructions and requirements.

- **New York State Thruway Authority Work Permit Application (TA-W41338)** is available at <http://www.thruway.ny.gov/business/realproperty/index.html>. The application shall be submitted to the appropriate Thruway Authority Division Permit Coordinator as indicated on page 2 of the application. The fee is waived for this Pre-Bid Inspection.

<u>Division</u>	<u>Point of Contact</u>	<u>Phone</u>
New York	Gail Winters	(845) 918-2510
Albany	Gary Raylinsky	(518) 436-2710
Syracuse	Jay Holbrook	(315) 438-2420
Buffalo	Paul Zakrzewski	(716) 635-6218

- **New York State Canal Corporation Canal Permit Application (TA-W99072)** is available at <http://www.canals.ny.gov/business/realproperty/index.html#permits>. The application shall be submitted to the appropriate Division Canal Permit Engineer as indicated on page 2 of the application. The fee is waived for this Pre-Bid Inspection.

<u>Division</u>	<u>Point of Contact</u>	<u>Phone</u>
Eastern - Albany Office	Garret O'Connor	(518) 471-5033
Western - Syracuse Office	Janet Deordio	(315) 438-2389
Western - Buffalo Office	Kevin Kerins	(716) 635-6252

Provisions of Section 107-05, Equipment Safety Procedures, contained in the Contract Proposal shall apply to all Pre-Bid Inspectors and shall be strictly adhered to while performing the pre-bid inspection.

PRECONSTRUCTION MEETING

A Pre-Construction Meeting will be held prior to the start of construction. The time, date and location will be coordinated by the Division Construction Engineer who will provide this information to the successful low bidder as soon as it is available.

WITHDRAWAL OF BID

A Contractor may at any time, upon at least fifteen (15) days written notice, withdraw its bid on a date sixty (60) days after bid opening or thirty (30) days after the properly executed contract documents have all been received by the Authority, whichever is later. The bid bond, bid deposit, and/or performance bond shall remain in effect until such period of written notice has expired provided the contract has not been approved by the Office of the State Comptroller in the interim.

The Contractor and the Authority may agree in writing to extend the date upon which the bid may be withdrawn if the contract has not been approved by the Office of the State Comptroller.

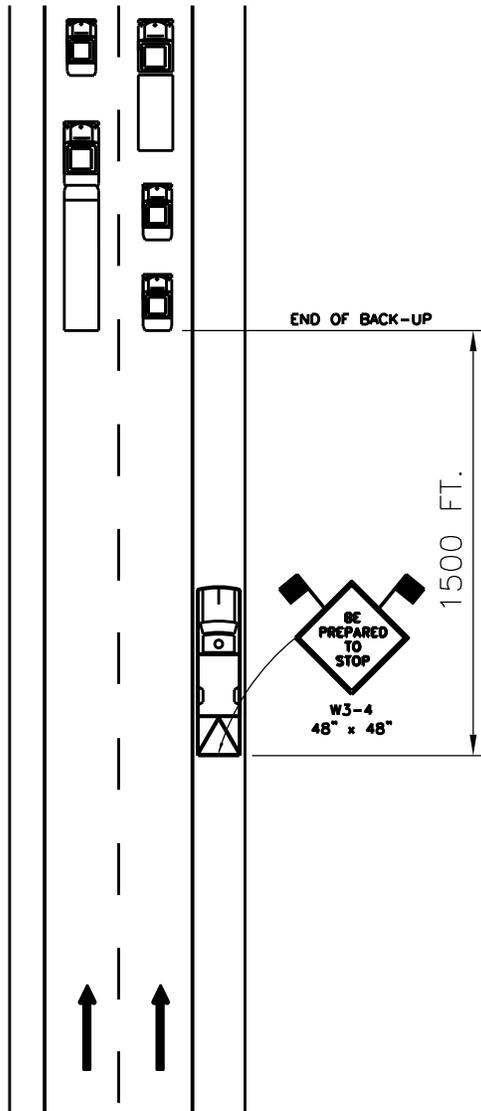
QUANTITY SHEET SUMMARY FOR PROPOSAL

CONTRACT ID: D214537

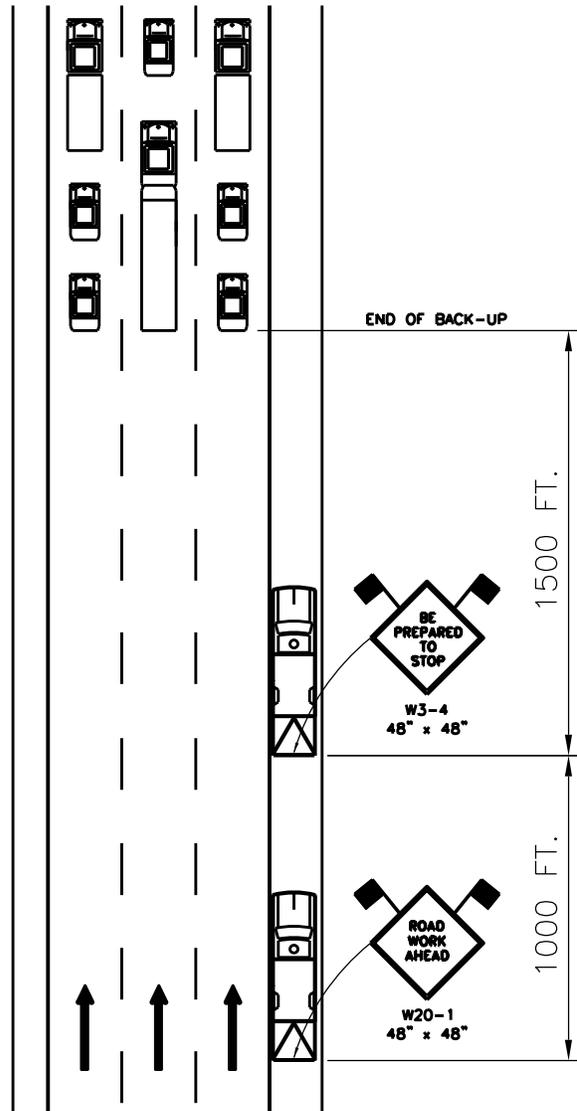
PROJECT(S): B53025

CONTRACTOR : _____

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
201.06	CLEARING AND GRUBBING	LS	1.000
202.120001	REMOVING EXISTING SUPERSTRUCTURES	LS	1.000
402.017903	TRUING LEVELING, F9, SUPERPAVE HMA, 70 SERIES COMPACTION	TON	22.000
402.127203	12.5 F2 TOP COURSE HMA, 70 SERIES COMPACTION	TON	16.000
407.0102	DILUTED TACK COAT	GAL	8.000
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	SY	150.000
557.9009	25 INSTALLATION OF PRE-FAB DECK PANELS	SF	1212.000
558.5001	25 MEMBRANE WATERPROOFING SYSTEM FOR STRUCTURAL SLABS	SF	1200.000
559.18960118	PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON NEW BRIDGE DECKS AND BRIDGE DECK OVERLAYS	SF	3000.000
567.60	ARMORLESS BRIDGE JOINT SYSTEM	LF	30.000
587.02	BRIDGE RAILING REMOVAL AND STORAGE	LF	83.000
587.03	INSTALLATION OF STORED BRIDGE RAILING	LF	83.000
606.53	RESETTING BOX BEAM GUIDE RAILING	LF	160.000
606.63	REMOVING AND STORING BOX BEAM GUIDE RAILING	LF	160.000
610.1402	TOPSOIL- ROADSIDE	CY	100.000
610.1601	TURF ESTABLISHMENT- ROADSIDE	SY	400.000
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	1.000
619.0101	BASIC WORK ZONE TRAFFIC CONTROL (DAILY OPERATIONS)	LS	1.000
619.04	TYPE III CONSTRUCTION BARRICADE	EACH	56.000
619.110712	PORTABLE, VARIABLE MESSAGE SIGN (PVMS) LARGE SIZE - FULL MATRIX (LED) NO OPTIONAL EQUIPMENT SPEC, CELLULAR COLUMN	EACH	6.000
619.1702	TEMPORARY CONCRETE BARRIER, (UNPINNED) WITH WARNING LIGHTS	LF	360.000
619.24	NIGHTTIME OPERATIONS	LS	1.000
627.5014	08 CUTTING PAVEMENT	LF	200.000
685.11	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 0.51MM	LF	1000.000
685.12	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 0.51MM	LF	600.000
697.0203	25 FIELD CHANGE ORDER (THRUWAY)	DC	50000.000
698.93940001	INCENTIVE PAYMENTS - DISINCENTIVE ASSESSMENTS - HOURLY BASIS	LS	1.000
699.04	25 MOBILIZATION	LS	1.000



TWO-LANE SECTION



THREE-LANE SECTION

NOTE:

THE "BE PREPARED TO STOP" SIGN (W3-4) SHALL BE USED, WHERE CONDITIONS PERMIT, TO INFORM ONCOMING TRAFFIC OF A STOPPED OR VERY SLOW TRAFFIC CONDITION CAUSED BY STATIONARY CONSTRUCTION WORK ZONES. THE SIGN SHALL BE POSTED APPROXIMATELY 1500 FEET UPSTREAM OF THE END OF THE BACK-UP. WHEN THE END OF THE BACK-UP MOVES, THE SIGN SHALL ALSO BE MOVED TO MAINTAIN THAT SPACING.

IN SECTIONS WITH THREE OR MORE LANES, IF THE RESULTING LOCATION PLACES THE SIGN UPSTREAM OF THE FIRST WARNING SIGN FOR THE PROJECT, A "ROAD WORK AHEAD" SIGN (W20-1) SHALL BE PLACED APPROXIMATELY 1000 FEET IN ADVANCE OF THE "BE PREPARED TO STOP" SIGN.

A BACK-UP SHALL BE DEFINED AS A LINE OF STOPPED OR SLOWLY MOVING VEHICLES (25 MPH OR LESS) EXTENDING FROM THE BEGINNING OF THE TAPER TO THE FIRST WARNING SIGN OF THE WORK ZONE AND INVOLVING A DELAY OF AT LEAST 10 MINUTES.

THE "BE PREPARED TO STOP" SIGN IS NOT REQUIRED WHEN TRAFFIC BACK-UPS ARE CREATED UNDER NORMAL OPERATING CONDITIONS OUTSIDE THE LIMITS OF A WORK ZONE.

LEGEND	
	WORK VEHICLE (ATTENUATOR OPTIONAL)
	WARNING FLAGS MINIMUM 18" x 18" IN.

	NEW YORK STATE THRUWAY AUTHORITY DEPARTMENT OF ENGINEERING SERVICES		
	TITLE: "BE PREPARED TO STOP" SIGNING FOR STATIONARY WORK ZONES		
DRWN BY: CAD CHKD BY: JA	DATE: 04/2013	SCALE: N.T.S.	DWG. NO. BPS

WORK TO BE DONE

The following is a general description of the work to be done under this Contract. This list is intended to give the Contractor a general description of the work involved in this Contract and is not a complete listing of all work to be done. All work shall be done in accordance with the Contract Documents even though not specifically mentioned in this list.

- 1.) Remove damaged Superstructure elements.
- 2.) Replace Superstructure with Pre-Cast Deck and Girder System.
- 3.) Install Bridge Rail.
- 4.) Replace Expansion Joint.
- 5.) Repave Deck with asphalt overlay.
- 6.) Perform Required Maintenance and Protection of Traffic as Required.

SCHEDULE AND SUSPENSION OF WORK

The New York State Thruway is a limited access, high-speed, high-volume highway. Traffic shall be maintained in accordance with the *Manual on Uniform Traffic Control Devices (MUTCD)*, the *Work Zone Traffic Control Plans*, the *Standard Specifications* Section 619 and the following provisions:

A. WORK ZONE TRAFFIC CONTROL

1. Lane closures on the Thruway shall only be allowed in accordance with the traffic management table(s) included in this proposal, unless indicated otherwise in the contract documents. If more than one table is applicable to a work zone location, the most restrictive requirements shall be used. Traffic management tables do not guarantee lane closure availability; the requirements of Section B. *Work Restrictions* shall supersede these tables, when applicable.
2. Lane closures on the Thruway will be permitted for work site access, delivery of materials and equipment, and work operations. Personal vehicles will **NOT** be allowed to park along the Thruway or within lane closures on the Thruway at any time. During non-working hours, all equipment and materials shall be stored at least 30 feet from the edge of pavement (both mainline and ramps) or be protected by a physical barrier approved by the Engineer.
3. Lane closures will **NOT** be permitted during holiday periods or when unforeseen circumstances arise, as described in Section B. *Work Restrictions*, unless indicated otherwise in the contract documents.
4. Lane closures will **NOT** be permitted for the sole convenience of the Contractor. Lane closures will be permitted in order to protect traffic from an actual hazard, as determined by the Engineer.
5. Permanent lane closures will **NOT** be permitted for the duration of the contract.
6. Simultaneous closure of right and left shoulders will **NOT** be permitted unless indicated otherwise in the contract documents. Either right or left shoulder must remain clear and available through all work zones. The open shoulder shall not be used for the storage of vehicles, equipment, supplies or any other obstructions, or for any work activity.
7. Ramp closures will **NOT** be permitted, unless indicated otherwise in the contract documents. Access to interchanges, service areas and parking areas shall be maintained at all times.

B. WORK RESTRICTIONS

1. **HOLIDAY PERIODS.** Lane closures will **NOT** be permitted during holiday periods, unless indicated otherwise in the contract documents. The Authority may permit work on Thruway facilities only if operations do not inhibit or distract traffic. Access to work sites from state and local roads will be permitted provided the municipality having jurisdiction for the road gives written permission. Holiday periods for this project shall be as follows:

BUFFALO DIVISION

2016						
HOLIDAY	FROM			TO		
	TIME	DAY	DATE	TIME	DAY	DATE
Columbus Day/ Thanksgiving (Canada)	Noon	Friday	10/07/2016	11:00 p.m.	Monday	10/10/2016
Veterans Day	6:00 a.m.	Thursday	11/10/2016	11:00 p.m.	Friday	11/11/2016

SCHEDULE AND SUSPENSION OF WORK

Thanksgiving	Noon	Wednesday	11/23/2016	11:00 p.m.	Sunday	11/27/2016
Christmas/New Year's Day	Noon	Friday	12/23/2016	11:00 p.m.	Sunday	01/01/2017

2. Proposed lane closure schedules shall be submitted to the Engineer for review and approval at least one week in advance of the earliest closure.
3. The Contractor shall **NOT** be allowed to establish any lane closures during periods of inclement weather, wet or icy pavement, reduced visibility, traffic accident, emergency, or if the lane closure is causing excessive delay to the public. The Authority reserves the right to alter any lane closure and/or direct the Contractor to immediately remove a lane closure during such circumstances. The Authority shall be the sole judge of when conditions warrant these lane closure restrictions, and such restrictions will not entitle the Contractor to file a claim for additional compensation.
4. The Contractor shall submit a Plan of Operations to the Engineer prior to working on any full-depth repair area shown in the contract documents. The Plan of Operations shall list all full-depth repair areas and the estimated duration to complete each location. The Contractor shall also identify any full-depth repair area that may not be completed within the timeframes allowed by the traffic management table(s). For such location(s), the Contractor may request a waiver of restrictions to complete the repair(s). The Authority will review the request and determine whether or not a waiver will be granted. The Authority has the right to divide repair areas into smaller sections in lieu of granting a waiver.
5. The Contractor shall have 45 calendar days to replace the Shoulder Treatment for Accident Reduction (STAR) groove pattern where more than 1,500 contiguous feet have been removed by other contract work. The Contractor shall also ensure that STARs are installed prior to the official shutdown period, regardless of the 45 calendar day requirement or the length removed. Exceptions to this requirement are shoulders protected by temporary traffic control devices installed as part of a work zone traffic control plan developed in the contract documents or areas directly adjacent to detour pavement that will be used in subsequent phase(s) of the project.

The Contractor shall consider these requirements when preparing bids and scheduling/sequencing the work for this contract. Failure to comply with the time frames specified will be considered a substantial deficiency in work zone traffic control and result in the non-payment for the Basic Work Zone Traffic Control Item for each calendar day during which STARs remain incomplete. Liquidated Damages will also be assessed at rates shown in Table 108-1 of the NYSDOT Standard Specifications.

6. Work restrictions may be modified if:
 - a. The Contractor has received permission through the Engineer, from the Division Director or designee, to progress construction operations contained entirely behind temporary concrete barrier. There shall be no hauling of materials in or out of the work site during restricted periods, and open lane availability requirements shall not be violated or compromised.
 - b. The Contractor has received permission through the Engineer, from the Division Director or designee, for temporary modification of the lane availability restrictions for performance of specific construction operations for a specific time period.

NOTE: Such requests must be based on current traffic volumes which would permit the requested temporary modification with little probability of causing disruption or delay to the public.

SCHEDULE AND SUSPENSION OF WORK

The Contractor shall include full explanation of the benefits to the Public and to the Authority, which would accrue in granting a temporary waiver for performance of the specific operations including calculations for any credit that may be offered. A contingency plan for action to be taken, should an unexpected traffic backup occur, shall accompany this presentation and will be one prime consideration in evaluating the request.

- c. The Contractor has received written authorization from the Division Director or designee to perform specific construction operations, violating the lane availability restrictions or other work restrictions during a specifically prohibited time period.

NOTE: The Contractor shall submit a written request to the Authority's Division Director, with copy to the Engineer, for permission to perform specific construction operations at specific locations and times, including a detailed explanation of why the work cannot be performed in conformance with the contract. Such requests must be received at the Division Office at least one full week before the date of the requested variance, and at least two full weeks should granting the waiver require making notice to the public regarding potential disruptions and delays.

If written authorization to work is granted by the Authority, the Contractor shall be strictly limited to those operations approved in the authorization. In making application for a waiver, the Contractor agrees that any waiver of restrictions granted by the Authority is exclusively for the Authority's benefit and purposes, and as such is subject to revocation without requirement for advance notice. Also, the disapproval of requests for waiver of contract requirements is not subject to administrative review or appeal under the contract.

C. GENERAL CONDITIONS

The Contract is to be completed on or before the specified completion date. If, for any reason, the Contractor fails to fulfill this obligation and requests an extension of time and the request is granted, the Authority, as a condition for extending the time of completion, shall retain the right to limit the Contractor's hours and/or days of work and/or impose conditions under which the work shall be performed in order that the traffic may not be unduly inconvenienced.

All the required liability and property damage insurance with the limits stated in this Proposal shall be effective and shall be continued in force throughout the life of this Contract including the stated periods of the suspension of the work.

The Contractor shall consider the foregoing requirement when preparing its "Schedule of Operations".

SPECIAL NOTE

Dates of available weekend closures:

October 21st @ 7PM until October 24th @ 6AM

November 4th @ 7PM until November 7th @ 6AM

November 11th @ 7PM until November 14th @ 6AM *

November 18th @ 7PM until November 21st @ 6AM

These dates are only applicable for 2016.

Work done on the earlier weekend with these available dates is obviously better due to the threat of incimate weather in the Buffalo area during this time of year.

* Due to Veteran's Day Observance, the Interchange closure or any closure cannot be in place between the hours of 6:00 AM Thursday, November 10, 2016 and 11:00 PM Friday, November 11, 2016. This constitutes a 4 hour later start, but the completion remains 6:00 AM Monday, November 14. All other conditions apply.

INCENTIVE/DISINCENTIVE CLAUSE**SPECIAL NOTE**

The Authority has granted use of a single weekend closure of the Interchange 53 Ramp serving traffic from I-90 East to I-190 North from 7:00 PM Friday evening until 6:00 AM Monday morning.

Failure to achieve opening of the full Interchange and Mainline to traffic operations by 6:00 AM Monday morning will result in assessment of deductions - disincentive damages as provided in Table #1.

Deductions outlined within Table #1 for each increment of time traffic is not returned to the ramp will be cumulative. These deductions – disincentives begin 6:01AM on Monday and continue until Completion of Work, as defined for this Special Note, is achieved. The maximum assessment for failure to return traffic operations due either to incomplete work at the impacted bridge or as a result of Contractor damage to other transportation infrastructure during this period of work is **\$150,000.**

Later than 6:00AM until 6:30 AM	\$1,500
Later than 6:30AM until 7:00AM	\$2,000
Later than 7:00AM until 7:30AM	\$2,250
Later than 7:30AM until 8:00AM	\$2,500
Later than 8:00AM until 8:30AM	\$3,000
Later than 8:30AM until 9:00AM	\$3,500
Later than 9:00AM until 3:00PM	\$1,500/hr.
Later than 3:00PM until 3:30PM	\$1,500
Later than 3:30PM until 4:00PM	\$2,000
Later than 4:00PM until 4:30AM	\$2,250
Later than 4:30PM until 5:00PM	\$2,500
Later than 5:00PM until 5:30PM	\$3,000
Later than 5:30PM until 6:00PM	\$3,500
Later than 6:00PM until 6:00AM	\$1,500/hr.

The importance of minimizing traffic impacts is so critical that the Thruway Authority has committed to pay on early completion incentive bonus for early return of traffic operations in less than the 59 weekend hours allotted for Completion of Work. The Thruway will pay this early completion incentive if all design plan requirements and specifications are met. This incentive shall be paid at a rate of \$3,000 per hour for every hour work is completed prior to 6:00 AM Monday. The maximum incentive payment is limited to \$90,000 (30 hrs. x \$3,000/hr.).

For this Special Note, Completion of Work shall be defined as: Finalizing all bridge superstructure work for the impacted bridge structure and site work necessary to open and return the full Interchange and Mainline to traffic. This work also includes provision of stabilized grading of all disturbed areas caused by the contractor operations to specified inclined slopes or flatter. Completion of Work will not be considered as achieved until any damage to Interchange bridge or highway elements caused by the contractor operations, that disrupt traffic at Interchange 53 and the highway mainline, are sufficiently corrected to return the affected feature to normal traffic.

INCENTIVE/DISINCENTIVE CLAUSE**SPECIAL NOTE**

As a minimum the contractor shall prepare a grading plan prior to beginning any weekend closure work that addresses at least the disturbed areas caused by crane placement. The Authority must be in agreement with the grading restoration plan for it to constitute meeting the project completion criteria. This plan should be approved prior to work under the weekend closure beginning.

LANES REQUIRED TO BE OPEN BY HOUR AND TIME OF DAY
 SPRING SEASON March 1 through May 31

HR/DAY	MON	TUES	WEDS	THUR	FRI	SAT	SUN
0	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1
3	1	1	1	1	1	1	1
4	1	1	1	1	1	1	1
5	2	2	2	2	2	1	1
6	3	3	3	3	3	2	1
7	3	3	3	3	3	2	1
8	3	3	3	3	3	3	2
9	3	3	3	3	3	3	2
10	3	3	3	3	3	3	3
11	3	3	3	3	3	3	3
12	3	3	3	3	3	3	3
13	3	3	3	3	3	3	3
14	3	3	3	3	3	3	3
15	3	3	3	3	3	3	3
16	3	3	3	3	3	3	3
17	3	3	3	3	3	3	3
18	3	3	3	3	3	3	3
19	3	3	3	3	3	3	3
20	2	2	2	2	2	2	3
21	2	2	2	2	2	2	2
22	2	2	2	2	2	2	2
23	1	1	1	1	2	2	1

LANES REQUIRED TO BE OPEN BY HOUR AND TIME OF DAY
 SUMMER SEASON June 1 through September 15

HR/DAY	MON	TUES	WEDS	THUR	FRI	SAT	SUN
0	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1
3	1	1	1	1	1	1	1
4	1	1	1	1	1	1	1
5	2	2	2	2	2	1	1
6	3	3	3	3	3	2	1
7	3	3	3	3	3	2	1
8	3	3	3	3	3	3	2
9	3	3	3	3	3	3	2
10	3	3	3	3	3	3	3
11	3	3	3	3	3	3	3
12	3	3	3	3	3	3	3
13	3	3	3	3	3	3	3
14	3	3	3	3	3	3	3
15	3	3	3	3	3	3	3
16	3	3	3	3	3	3	3
17	3	3	3	3	3	3	3
18	3	3	3	3	3	3	3
19	3	3	3	3	3	3	3
20	2	3	3	3	3	3	3
21	2	2	2	3	3	3	3
22	2	2	2	3	3	3	2
23	2	1	2	2	2	2	1

LANES REQUIRED TO BE OPEN BY HOUR AND TIME OF DAY
 FALL SEASON September 16 through November 30

HR/DAY	MON	TUES	WEDS	THUR	FRI	SAT	SUN
0	1	1	1	1	2	1	1
1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1
3	1	1	1	1	1	1	1
4	1	1	1	1	1	1	1
5	2	2	2	2	2	1	1
6	3	3	3	3	3	2	1
7	3	3	3	3	3	2	1
8	3	3	3	3	3	3	2
9	3	3	3	3	3	3	2
10	3	3	3	3	3	3	3
11	3	3	3	3	3	3	3
12	3	3	3	3	3	3	3
13	3	3	3	3	3	3	3
14	3	3	3	3	3	3	3
15	3	3	3	3	3	3	3
16	3	3	3	3	3	3	3
17	3	3	3	3	3	3	3
18	3	3	3	3	3	3	3
19	3	3	3	3	3	3	3
20	2	2	2	3	2	2	2
21	2	2	2	2	2	2	2
22	2	2	2	2	2	2	1
23	1	1	1	2	2	2	1

LANES REQUIRED TO BE OPEN BY HOUR AND TIME OF DAY
 WINTER SEASON December 1 through February 28

HR/DAY	MON	TUES	WEDS	THUR	FRI	SAT	SUN
0	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1
3	1	1	1	1	1	1	1
4	1	1	1	1	1	1	1
5	2	2	2	2	2	1	1
6	3	3	3	3	3	1	1
7	3	3	3	3	3	2	1
8	3	3	3	3	3	2	2
9	3	3	3	3	3	3	2
10	3	3	3	3	3	3	3
11	3	3	3	3	3	3	3
12	3	3	3	3	3	3	3
13	3	3	3	3	3	3	3
14	3	3	3	3	3	3	3
15	3	3	3	3	3	3	3
16	3	3	3	3	3	3	3
17	3	3	3	3	3	3	3
18	3	3	3	3	3	3	3
19	2	2	3	3	3	2	2
20	2	2	2	2	2	2	2
21	2	2	2	2	2	2	2
22	2	2	2	2	2	2	2
23	1	1	1	1	2	2	1

LANES REQUIRED TO BE OPEN BY HOUR AND TIME OF DAY
 SPRING SEASON March 1 through May 31

HR/DAY	MON	TUES	WEDS	THUR	FRI	SAT	SUN
0	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1
3	1	1	1	1	1	1	1
4	1	1	1	1	1	1	1
5	1	1	1	1	1	1	1
6	3	3	3	3	3	1	1
7	3	3	3	3	3	2	1
8	3	3	3	3	3	3	2
9	3	3	3	3	3	3	2
10	3	3	3	3	3	3	2
11	3	3	3	3	3	3	3
12	3	3	3	3	3	3	3
13	3	3	3	3	3	3	3
14	3	3	3	3	3	3	3
15	3	3	3	3	3	3	3
16	3	3	3	3	3	3	3
17	3	3	3	3	3	3	3
18	3	3	3	3	3	3	3
19	3	3	3	3	3	3	2
20	2	2	3	3	3	2	2
21	2	2	2	2	2	2	2
22	2	2	2	2	2	2	1
23	1	1	1	1	2	2	1

LANES REQUIRED TO BE OPEN BY HOUR AND TIME OF DAY
 SUMMER SEASON June 1 through September 15

HR/DAY	MON	TUES	WEDS	THUR	FRI	SAT	SUN
0	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1
3	1	1	1	1	1	1	1
4	1	1	1	1	1	1	1
5	2	2	2	2	2	1	1
6	3	3	3	3	3	2	1
7	3	3	3	3	3	2	2
8	3	3	3	3	3	3	2
9	3	3	3	3	3	3	3
10	3	3	3	3	3	3	3
11	3	3	3	3	3	3	3
12	3	3	3	3	3	3	3
13	3	3	3	3	3	3	3
14	3	3	3	3	3	3	3
15	3	3	3	3	3	3	3
16	3	3	3	3	3	3	3
17	3	3	3	3	3	3	3
18	3	3	3	3	3	3	3
19	3	3	3	3	3	3	3
20	3	3	3	3	3	2	2
21	2	2	3	3	3	2	2
22	2	2	2	2	2	2	2
23	1	1	2	2	2	2	1

LANES REQUIRED TO BE OPEN BY HOUR AND TIME OF DAY
 FALL SEASON September 16 through November 30

HR/DAY	MON	TUES	WEDS	THUR	FRI	SAT	SUN
0	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1
3	1	1	1	1	1	1	1
4	1	1	1	1	1	1	1
5	1	1	1	1	1	1	1
6	3	3	3	3	3	1	1
7	3	3	3	3	3	2	2
8	3	3	3	3	3	3	3
9	3	3	3	3	3	3	3
10	3	3	3	3	3	3	3
11	3	3	3	3	3	3	3
12	3	3	3	3	3	3	3
13	3	3	3	3	3	3	3
14	3	3	3	3	3	3	3
15	3	3	3	3	3	3	3
16	3	3	3	3	3	3	3
17	3	3	3	3	3	3	3
18	3	3	3	3	3	3	3
19	3	3	3	3	3	3	2
20	2	2	3	3	3	2	2
21	2	2	2	2	2	2	2
22	2	2	2	2	2	2	1
23	1	1	1	1	2	2	1

LANES REQUIRED TO BE OPEN BY HOUR AND TIME OF DAY
 WINTER SEASON December 1 through February 28

HR/DAY	MON	TUES	WEDS	THUR	FRI	SAT	SUN
0	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1
3	1	1	1	1	1	1	1
4	1	1	1	1	1	1	1
5	1	1	1	1	1	1	1
6	3	3	3	3	3	1	1
7	3	3	3	3	3	2	1
8	3	3	3	3	3	2	2
9	3	3	3	3	3	2	2
10	3	3	3	3	3	3	3
11	3	3	3	3	3	3	3
12	3	3	3	3	3	3	3
13	3	3	3	3	3	3	3
14	3	3	3	3	3	3	3
15	3	3	3	3	3	3	3
16	3	3	3	3	3	3	3
17	3	3	3	3	3	3	3
18	3	3	3	3	3	3	3
19	3	3	3	3	3	2	2
20	2	3	3	3	3	2	2
21	2	2	2	2	2	2	2
22	2	2	2	2	2	2	1
23	1	1	1	1	2	2	1

LANES REQUIRED TO BE OPEN BY HOUR AND TIME OF DAY
 SPRING SEASON March 1 through May 31

HR/DAY	MON	TUES	WEDS	THUR	FRI	SAT	SUN
0	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1
3	1	1	1	1	1	1	1
4	1	1	1	1	1	1	1
5	2	2	2	2	2	1	1
6	4	4	4	4	4	2	1
7	4	4	4	4	4	2	1
8	4	4	4	4	4	3	2
9	4	4	4	4	4	3	2
10	4	4	4	4	4	3	3
11	4	4	4	4	4	4	4
12	4	4	4	4	4	4	4
13	4	4	4	4	4	4	4
14	4	4	4	4	4	4	4
15	4	4	4	4	4	4	4
16	4	4	4	4	4	4	4
17	4	4	4	4	4	4	4
18	4	4	4	4	4	4	4
19	3	3	3	3	3	3	3
20	3	2	3	3	3	2	3
21	2	2	2	2	2	2	2
22	2	2	2	2	2	2	2
23	1	1	1	1	2	2	1

LANES REQUIRED TO BE OPEN BY HOUR AND TIME OF DAY
 SUMMER SEASON June 1 through September 15

HR/DAY	MON	TUES	WEDS	THUR	FRI	SAT	SUN
0	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1
3	1	1	1	1	1	1	1
4	1	1	1	1	1	1	1
5	2	2	2	2	2	1	1
6	4	4	4	4	4	2	1
7	4	4	4	4	4	2	1
8	4	4	4	4	4	3	2
9	4	4	4	4	4	3	2
10	4	4	4	4	4	4	3
11	4	4	4	4	4	4	4
12	4	4	4	4	4	4	4
13	4	4	4	4	4	4	4
14	4	4	4	4	4	4	4
15	4	4	4	4	4	4	4
16	4	4	4	4	4	4	4
17	4	4	4	4	4	4	4
18	4	4	4	4	4	4	4
19	3	3	3	3	3	3	4
20	3	3	3	3	3	3	3
21	2	2	3	3	3	3	3
22	2	2	2	3	3	3	2
23	1	1	2	2	2	2	2

LANES REQUIRED TO BE OPEN BY HOUR AND TIME OF DAY
 FALL SEASON September 16 through November 30

HR/DAY	MON	TUES	WEDS	THUR	FRI	SAT	SUN
0	2	1	1	1	2	1	2
1	2	1	1	1	1	1	2
2	2	1	1	1	1	1	2
3	2	1	1	1	1	1	2
4	2	1	1	1	1	1	2
5	3	2	2	2	2	1	2
6	4	4	4	4	4	2	2
7	4	4	4	4	4	2	2
8	4	4	4	4	4	3	2
9	4	4	4	4	4	3	2
10	4	4	4	4	4	4	3
11	4	4	4	4	4	4	4
12	4	4	4	4	4	4	4
13	4	4	4	4	4	4	4
14	4	4	4	4	4	4	4
15	4	4	4	4	4	4	4
16	4	4	4	4	4	4	4
17	4	4	4	4	4	4	4
18	4	4	4	4	4	4	4
19	3	3	3	3	3	3	4
20	3	2	2	3	3	3	3
21	2	2	2	2	2	2	2
22	2	2	2	2	2	2	2
23	2	1	1	2	2	2	2

LANES REQUIRED TO BE OPEN BY HOUR AND TIME OF DAY
 WINTER SEASON December 1 through February 28

HR/DAY	MON	TUES	WEDS	THUR	FRI	SAT	SUN
0	1	2	1	1	1	1	1
1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1
3	1	1	2	1	1	1	1
4	2	1	2	1	1	1	1
5	2	2	3	2	2	1	1
6	4	4	4	4	4	2	1
7	4	4	4	4	4	2	1
8	4	4	4	4	4	3	2
9	4	4	4	4	4	3	2
10	4	4	4	4	4	3	3
11	4	4	4	4	4	4	3
12	4	4	4	4	4	4	4
13	4	4	4	4	4	4	4
14	4	4	4	4	4	4	4
15	4	4	4	4	4	4	4
16	4	4	4	4	4	4	4
17	4	4	4	4	4	4	4
18	4	4	4	4	4	4	3
19	3	3	3	3	3	3	3
20	2	2	2	2	2	2	2
21	2	2	2	2	2	2	2
22	2	2	2	2	2	2	2
23	1	1	1	1	2	2	1

LANES REQUIRED TO BE OPEN BY HOUR AND TIME OF DAY
 SPRING SEASON March 1 through May 31

HR/DAY	MON	TUES	WEDS	THUR	FRI	SAT	SUN
0	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1
3	1	1	1	1	1	1	1
4	1	1	1	1	1	1	1
5	1	1	1	1	1	1	1
6	3	3	3	3	3	1	1
7	4	4	4	4	4	2	2
8	4	4	4	4	4	3	2
9	3	3	3	3	4	3	2
10	3	3	3	3	4	4	3
11	3	3	4	4	4	4	3
12	4	4	4	4	4	4	4
13	4	4	4	4	4	4	4
14	4	4	4	4	4	4	4
15	4	4	4	4	4	4	4
16	4	4	4	4	4	4	4
17	4	4	4	4	4	4	3
18	4	4	4	4	4	3	3
19	3	3	3	3	3	3	3
20	3	3	3	3	3	2	2
21	2	3	3	3	3	3	2
22	2	2	2	2	3	3	2
23	1	2	2	2	2	2	1

LANES REQUIRED TO BE OPEN BY HOUR AND TIME OF DAY
 SUMMER SEASON June 1 through September 15

HR/DAY	MON	TUES	WEDS	THUR	FRI	SAT	SUN
0	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1
3	1	1	1	1	1	1	1
4	1	1	1	1	1	1	1
5	2	1	2	1	1	1	1
6	3	3	3	3	3	2	1
7	4	4	4	4	4	2	2
8	4	4	4	4	4	3	3
9	4	4	4	4	4	4	3
10	4	4	4	4	4	4	4
11	4	4	4	4	4	4	4
12	4	4	4	4	4	4	4
13	4	4	4	4	4	4	4
14	4	4	4	4	4	4	4
15	4	4	4	4	4	4	4
16	4	4	4	4	4	4	4
17	4	4	4	4	4	4	4
18	4	4	4	4	4	3	3
19	3	3	3	4	4	3	3
20	3	3	3	3	3	3	3
21	3	3	3	3	3	3	2
22	2	2	2	2	3	2	2
23	2	2	2	2	2	2	2

LANES REQUIRED TO BE OPEN BY HOUR AND TIME OF DAY
 FALL SEASON September 16 through November 30

HR/DAY	MON	TUES	WEDS	THUR	FRI	SAT	SUN
0	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1
3	1	1	1	1	1	1	1
4	1	1	1	1	1	1	1
5	1	1	1	1	2	1	1
6	3	3	3	3	3	2	1
7	4	4	4	4	4	2	2
8	4	4	4	4	4	3	3
9	3	3	3	4	4	4	4
10	3	3	3	3	4	4	4
11	4	4	4	4	4	4	4
12	4	4	4	4	4	4	4
13	4	4	4	4	4	4	4
14	4	4	4	4	4	4	4
15	4	4	4	4	4	4	4
16	4	4	4	4	4	4	4
17	4	4	4	4	4	4	3
18	4	4	4	4	4	3	3
19	3	3	3	4	4	3	3
20	3	3	3	3	3	3	2
21	2	3	3	3	3	3	2
22	2	2	2	2	3	2	1
23	1	2	2	2	2	2	1

LANES REQUIRED TO BE OPEN BY HOUR AND TIME OF DAY
 WINTER SEASON December 1 through February 28

HR/DAY	MON	TUES	WEDS	THUR	FRI	SAT	SUN
0	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1
3	1	1	1	1	1	1	1
4	1	1	1	1	1	1	1
5	1	1	1	1	1	1	1
6	3	3	3	3	3	1	1
7	4	4	4	4	4	2	2
8	4	4	4	4	4	3	2
9	3	4	3	3	3	3	3
10	3	3	3	3	3	3	4
11	4	4	4	3	4	4	4
12	4	4	4	4	4	4	4
13	4	4	4	4	4	4	3
14	4	4	4	4	4	4	3
15	4	4	4	4	4	4	4
16	4	4	4	4	4	4	3
17	4	4	4	4	4	4	3
18	4	4	4	4	4	3	3
19	3	3	3	3	3	3	2
20	3	3	3	3	3	2	2
21	2	3	3	3	3	3	2
22	2	2	2	2	3	3	2
23	2	2	2	2	2	2	1

NON-REVENUE PASS PLATES

Non-revenue pass plates will be furnished to the Contractor for use between:

Interchange 52 Buffalo-Walden Avenue – M.P. 423.19 and

Interchange 54 West Seneca-East Aurora – Routes 400 and 16 - M.P. 427.94

U-TURNS/CROSSOVERS

The Contractor will not be permitted to make U-turns or crossovers at any location on the Thruway system. All vehicles must exit the Thruway system and re-enter for all direction changes. All applicable traffic laws must be followed.

SUPPLEMENTAL INFORMATION FOR BIDDERS

Supplemental information is available to bidders. As indicated below, information is either available on the Thruway Authority's website with the contract plans and proposal or available in electronic format from the Thruway Authority upon request prior to or after the letting date.

The bidder's signature on this proposal certifies that they have made themselves aware of the availability of the information indicated below prior to the letting date.

INFORMATION	NOT AVAILABLE	AVAILABLE ON THRUWAY AUTHORITY WEBSITE	AVAILABLE UPON REQUEST ON CD
Utility Estimate Sheets with Names of Utility Officials	X		
Earthwork Cross Section Sheets	X		
Earthwork Sheets	X		
Drainage Estimate Sheets	X		
Sign Face Layouts	X		
Logs of Subsurface Exploration	X		
Tabulated Results of Probing	X		
Tabulated Depth of Bed Rock	X		
Logs Showing Laboratory Description of Soil Samples	X		
Laboratory Test Data from Soil Samples	X		
Rock Outcrop Maps	X		
Granular Materials Resources Survey Reports	X		
Terrain Reconnaissance Reports	X		
Subsurface Data	X		
Granular Material Sources Report	X		
Pavement/Rock Cores (available for inspection only)	X		
Record Plans			X
Applicable Asbestos Blanket Variances	X		
Storm Water Pollution Prevention Plan	X		
Shop Drawings			X
Water Level Records (Canal Projects)	X		
Residency Sheets (Canal Projects)	X		
Foundation Reports	X		
CADD Files of Contract Plans (Unofficial - Not signed or stamped)	X		
Special Reports or Other Information	X		

Hard copies of the supplemental information indicated above are not available. Contractors shall be responsible for their own hard copies of this information at no additional cost to the Authority.

**REVISIONS TO
NYSDOT
STANDARD
SPECIFICATIONS**

NEW YORK STATE THRUWAY AUTHORITY ADDENDUM TO THE STANDARD SPECIFICATIONS

The Standard Specifications published by the New York State Department of Transportation shall form a part of the agreement. The dated edition that applies to this contract is shown on the front cover of the proposal. All work contemplated under this contract is to be covered by, and be in conformance with, the Standard Specifications as modified by this Addendum, the contract proposal or the contract plans. Also, the bidder's attention is directed to the fact that the New York State Thruway Authority, acting through its duly authorized officers, is the contracting party herein and the specifications referenced above shall be read accordingly.

All special notes bound in this proposal shall be incorporated. If a conflict exists between the special specifications and/or provisions set forth in this proposal and the specifications and/or provisions set forth in the New York State Department of Transportation's Standard Specifications, those in the proposal shall govern.

Make the following changes to *Standard Specifications (USC)* and dated as shown on the Title Page:

TABLE OF CONTENTS

Substitute or **Add** the following sections:

- 102-01 LOCATION OF THRUWAY DIVISION OFFICES
- 102-08 STANDARD CLAUSES FOR ALL NEW YORK STATE THRUWAY AUTHORITY AND NEW YORK STATE CANAL CORPORATION CONSTRUCTION CONTRACTS AND FEDERALLY-FUNDED PROCUREMENT CONTRACTS (APPENDIX A), SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT) (APPENDIX A-1), AND SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT) (APPENDIX A-2)
- 104-11 REMOVAL AND REPLACEMENT OF BRIDGE IDENTIFICATION SIGNS
- 105-22 NON-REVENUE PASS PLATES
- 108-01 START AND PROGRESS OF WORK
- 108-07 OFFICIAL SHUTDOWN PERIOD
- 108-08 WORK DURING OFFICIAL SHUTDOWN PERIODS
- 109-11 RECOVERY OF MONIES BY THE AUTHORITY

Section 100 GENERAL PROVISIONS

SECTION 101 – ABBREVIATIONS AND DEFINITION OF TERMS

101-01 ABBREVIATIONS OF TERMS.

Delete the **abbreviations** DCEC, DCED, DCES, and DCETS and their respective expressions. Wherever these abbreviations are used in the specifications, **Substitute** as follows:

- DCEC – Director of Construction Management
- DCED – Director of Design
- DCES – Director of Structures Design
- DCETS – Director of Structures Design

101-02 DEFINITIONS OF TERMS.

Add “Acceptance Testing. Testing, conducted by the Engineer, to measure the degree of compliance to the Contract Documents.”

Addenda; Delete the definition and **Substitute** “This TA Addendum and any supplemental additions, deletions and modifications to the provisions of the Standard Specifications published by NYSDOT, adopted by the New York State Thruway Authority, and listed on the front cover of this Contract Proposal.”

Approved List; the “Materials Bureau” referenced shall be the New York State Department of Transportation Materials Bureau.

Add “Assistant Division Director Engineering. An employee of the New York State Thruway Authority, under the direction of the Division Director, who has been delegated the responsibility for supervision of the Division Construction Management staff.”

Add “Authority. The New York State Thruway Authority, its employees and its designated representatives.”

Add “By Others. The term “by others” refers to a person, firm, or corporation other than the Contractor or its surety, or persons, firms or corporations in a contractual relationship with the Contractor or the surety, such as a Subcontractor, supplier, fabricator or consultant at any tier. “By others” shall include the Authority or other public body.”

Chief Engineer; Delete the definition and **Substitute** “The Chief Engineer of the New York State Thruway Authority or his/her designated representative.”

Commissioner; Delete the definition and **Substitute** “The Chairman of the New York State Thruway Authority or his/her designated representative. The designated representative of the Chairman of the New York State Thruway Authority is the Chief Engineer of the New York State Thruway Authority.”

Contract Agreement; Delete the last sentence and **Substitute** “A sample of the standard contract agreement is found elsewhere in this proposal.”

Add “Corporation. The New York State Canal Corporation, its employees and its designated representatives.”

Department; Delete the definition and **Substitute** “The New York State Thruway Authority/Canal Corporation”. The Authority maintains a website at www.thruway.ny.gov.”

Departmental Geotechnical Engineer; Delete the definition and **Substitute** “A Geotechnical Engineer in the employ of the New York State Thruway Authority or its designated inspection agency, acting at the request of the Chief Engineer, authorized to perform the duties required under these specifications.”

Departmental Engineering Geologist; Delete the definition and **Substitute** “An Engineering Geologist in the employ of the New York State Thruway Authority or its designated inspection agency, acting at the request of the Chief Engineer authorized to perform the duties required under these specifications.”

Add “Department of Engineering. The New York State Thruway Authority Department of Engineering.”

Engineer OR Engineer-In-Charge; Delete the definition and **Substitute** “The Project Engineer representing the New York State Thruway Authority having direct supervision of the execution of the contract under the direction of the Thruway Division Director.”

Field Change Payment (FCP); Delete the term “Field Change Payment (FCP)” and **Substitute** “Field Change Order (FCO)”.

Final Agreement; Delete the definition and **Substitute** “Agreement between the New York State Thruway Authority and the Contractor, stating the total cost of the work done by the Contractor. This document, which may also be referred to as a “Final Supplemental Agreement”, provides a final tabulation of the net increases or decreases in the Contract.”

Geotechnical Engineering Bureau; Delete the definition and **Substitute** “The New York State Thruway Authority employee, or its designated inspection agency or representative, having responsibility for providing Geotechnical Engineering Services including laboratory testing of earthwork materials.”

Major Item; Delete the bid price ranges and **Substitute** the following:

Total Contract Bid Price	Minimum Major Item Value
≤\$1,000,000	\$20,000
>\$1,000,000 - \$5,000,000	\$50,000
>\$5,000,000 - \$20,000,000	\$200,000
>\$20,000,000	\$500,000

Materials Bureau; Delete the definition and **Substitute** “The New York State Thruway Authority employee, or its designated inspection agency or representative, with responsibility for the quality assurance program for materials to be used on the contract, directed to secure samples, conduct tests and maintain records as prescribed for this contract.”

Add “**Median.** That portion of a divided highway separating the traveled way. The median includes the median shoulders.”

Add “**Milepost.** Location marker/delineators on the Mainline Thruway and Spurs (New England Thruway, Cross Westchester Expressway, Garden State Parkway Connection, Berkshire Spur, and the Niagara Thruway) and/or at overhead bridge sites. Milepost locations are approximate, having been initially referenced to centerline mileage, and shall not be utilized for measurement. Interchange ramps and roadways do not have location markers.”

Add “**Monthly Contract Payments.** The Authority shall, once in each month and on such days as it may fix, make an estimate of the quantity of work done and of material which has actually been put in place in accordance with the terms and conditions of the contract, during the preceding month, and compute the value thereof and pay to the Contractor the moneys due in accordance with Public Authorities Law Section 2880, as detailed in 21 NYCRR Part 109 (Prompt Payment).”

Add “**Notice to Proceed.** Written notice to the Contractor to begin Work.”

Office; Delete the definition and **Substitute** “Any of the subdivisions within the Department of Engineering of the New York State Thruway Authority.”

Professional Service; Delete the term and definition and **Substitute** the following:

“**Service.** A service is specialized work consisting of less than an entire contract pay item provided to the Contractor for a fee or other basis not generally accounted for through labor (prevailing wage rates), materials (invoices), and equipment billing (Blue Book rates). Services include, but are not limited to, professional engineering and surveying fees, dumping fees, utility charges, vehicle towing called out for the public, concrete pumping, hired trucking, owner-operator trucking and crane lifting operations. Pavement striping, guide rail removal and installation, scuba diving, welding, and drilling and grouting operations are recognized as subcontractor activities, not services.”

Region; Delete the term and definition.

Regional Director; Delete the definition and **Substitute** “The Division Director of one of the four NYSTA Divisions, or a designated representative.”

Add “**Regional Materials Engineer (RME)**” and **Substitute** “The Engineer or Engineer-In-Charge” wherever this title appears.

Standard Sheets; Delete the last sentence and **Substitute** “Unless otherwise stated, the standard sheets shall be those current on the advertised letting date.”

State; Delete the definition and **Substitute** “When used, means the New York State Thruway Authority.”

Subcontractor; Delete the definition and **Substitute** “Any individual, firm, or corporation to whom the Contractor sublets any part of the contract. Written consent from the Authority is required for subcontractors except for subcontractors that perform on-site work consisting of less than an entire contract pay item, and conduct work for an aggregate of less than 10 work days per calendar year. All subcontractors, whether or not they require approval, are responsible to pay employees prevailing wage rates and submit certified payrolls as required by the NYS Department of Labor, and shall comply with the provision for Extra Work as specified in Sections 109-05A. and 109-05B.”

Add “**Thruway Authority Director of Construction Management.** The Director of Construction Management, Department of Engineering of the New York State Thruway Authority, or a designated representative, assists the Chief Engineer with Programmatic Quality Assurance and development of Policy.”

Add “**Thruway Division.** A geographic section of the Thruway and Canal system used to designate or identify the location of the proposed work. There are four (4) such Thruway Divisions and their limits are generally described as follows:

A. New York Division. The portion of the Thruway south of Milepost 76.5 in Ulster County, including the entire Garden State Parkway connection, the New England Thruway (I-95) from Milepost NE 0.17 to Milepost NE 15.01, and the entire Cross Westchester Expressway (I-287).

B. Albany Division. The portion of the Thruway between Milepost 76.5 in Ulster County and Milepost 197.9 in Montgomery County, including the Berkshire Spur from Milepost B 0.00 to Milepost B 24.28. Also, the Champlain Canal between Waterford (intersection with the Erie Canal) and Whitehall (north end of Lock C-12), the Erie Canal between Waterford (intersection with the Champlain Canal) and east end of Lock E-10, and the Erie Canal from east end of Lock E-10 to west end of Lock E-16.

C. Syracuse Division. The portion of the Thruway between Milepost 197.9 in Montgomery County and Milepost 350.6 in Ontario County. Also, the Erie Canal from west end of Lock E-16 to Sylvan Beach (Oneida Lake), the Erie Canal from Sylvan Beach (Oneida Lake) to the Cayuga/Seneca County line at Montezuma, the entire Oswego Canal from Three Rivers Point to Lake Ontario, the Erie Canal from the Cayuga/Seneca County line to the Wayne/Monroe County line, and the Cayuga/Seneca Canal from the south end of Cayuga Lake and Seneca Lake to the intersection with the Erie Canal at Montezuma.

D. Buffalo Division. The portion of the Thruway west of Milepost 350.6 in Ontario County, including the Niagara Thruway (I-190) Milepost N 0.00 to Milepost N 21.1. Also, the Erie Canal from the Wayne/Monroe County line to Tonawanda (500 feet west of the Webster Street Bridge).”

Add “**Thruway Division Construction Supervisor.** An employee of the New York State Thruway Authority, under the direction of the Assistant Division Director Engineering, who has been delegated the responsibility for supervision of the Engineer.”

Add “**Thruway Division Director.** The ranking staff employee of the Thruway Authority in a Thruway Division.”

Add “**Thruway Division Traffic Supervisor.** An employee of the New York State Thruway Authority, under the direction of the Division Director, who has the responsibility for safety and control of all vehicular traffic on the Thruway.”

Work Service; **Delete** the term and definition.

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102-01 LOCATION OF REGIONAL OFFICES.

Delete this section in its entirety and **Substitute** the following:

“**102-01 LOCATION OF THRUWAY DIVISION OFFICES.** Buffalo Division - 455 Cayuga Road, Suite 800, Cheektowaga, New York 14225-0121; Syracuse Division - Suite 250, 2nd Floor, 290 Elwood Davis Road, Liverpool, New York 13088-0308; New York Division - 4 Executive Blvd., Suffern, New York 10901; Albany Division and Thruway Headquarters- 200 Southern Boulevard, Albany, New York 12209-2098.”

102-02 EXAMINING THE CONTRACT DOCUMENTS AND THE WORK SITE.

Delete the first paragraph and **Substitute** the following:

“Information on letting schedules, contract documents, detailed plans of the work, contract proposals, supplemental information for bidders, amendments, and other information are available on the Authority’s website at: www.thruway.ny.gov/business. Standard sheets are available on the Engineering > CADD Info > Drawings page of the Department of Transportation’s Business Center website at: www.dot.ny.gov/business.”

Delete the third paragraph and **Substitute** the following:

“Inquiries prior to the receipt of bids regarding any discrepancy, error, omission, intent or meaning of the Contract Documents shall be directed to an Authority designated contact named in the Proposal. Only amendments shall be considered binding. Oral responses shall not be used to modify the Contract Documents.”

C. Subsurface Information.

Add the following to the end of the third paragraph:

“If no Quality Designations are given, Quality Level D shall be assumed.”

102-04 PROPOSAL CONTENT.

Delete “three (3) decimal positions” in the first paragraph and **Substitute** “two (2) decimal positions”.

102-05 PROPOSAL SUBMISSION.

Delete the first sentence of the second paragraph and **Substitute** “Amendments will be provided via electronic means on the Authority’s website.”

Delete the last two paragraphs of this section.

102-06 BID DEPOSIT.

Delete all the information in this section and **Substitute** the following:

“Bids must be secured with either a bid bond or a bid deposit. A bid bond must be in the amount of 25% of the total bid and must be on the Authority’s Bid Bond Form (TA-44117) which is included in the Proposal. A bid deposit must be a certified check or cashier’s check made payable to the New York State Thruway Authority or the New York State Canal Corporation in the amount specified in the bid proposal. (Bidders must also submit a Statement of Surety’s Consent with the bid.) The retention and disposition of such bid bond or certified check or bank cashier's check by the Authority shall be pursuant to and in conformity with Section 38(2) of the Highway Law, as amended.

Bidders are advised that the Thruway Authority has determined, in the exercise of its discretion, that if the apparent low bidder has submitted a certified check or cashier's check with their bid, they will not be permitted to bond their bid. The second low bidder, if they have submitted a certified check or cashier's check will be permitted to bond their bid as a matter of right; the Thruway Authority form TA-4426 is to be used for this purpose and may be obtained from the Contracts Unit at Authority Administrative Headquarters only.”

102-08 SAMPLE APPENDIX A - STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS.

Delete this section in its entirety and **Substitute** the following:

“102-08 STANDARD CLAUSES FOR ALL NEW YORK STATE THRUWAY AUTHORITY AND NEW YORK STATE CANAL CORPORATION CONSTRUCTION CONTRACTS AND FEDERALLY-FUNDED CONTRACTS (APPENDIX A).

The parties to the attached contract, license, lease, amendment or other agreement of any kind (“the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party and its agents, successors and assigns, other than the Thruway Authority (“Authority”) or Canal Corporation (“Corporation”), whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **NON-ASSIGNMENT CLAUSE.** This contract may not be assigned by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Authority/Corporation and any attempts to assign the contract without the Authority’s/Corporation’s written consent are null and void.
2. **COMPTROLLER APPROVAL.** Unless otherwise provided by resolution of the Authority or Corporation Board, if this contract involves the expenditure of funds for goods or services in excess of \$50,000, or the expenditure of funds for any other purpose in excess of \$15,000, or if, by this contract, the Authority/Corporation agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, this contract shall not be valid, effective or binding upon the Authority/Corporation until it has been approved by the State Comptroller and filed in his office.
3. **WORKERS’ COMPENSATION AND DISABILITY BENEFITS.** 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 State Workers’ Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers’ Compensation Act endorsement must be included.
4. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the State 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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with State Labor Law §220-e, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in State Labor Law §230, then, in accordance with §239 thereof, 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 per person per day for any violation of State Labor Law §§220-e or 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

5. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the State Labor Law or a building service contract covered by Article 9 thereof, 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 statutes, except as otherwise provided in the State 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 State Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the New York State 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 New York State Labor Law shall be a condition precedent to payment by the Authority/Corporation of any Authority/Corporation approved sums due and owing for work done on the project.

6. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with State Public Authorities Law §2878, if this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further warrants that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority/Corporation a non-collusive bidding certification on the Contractor's behalf.

7. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with State Labor Law §220-f, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. §§2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of the Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Authority/Corporation within five (5) business days of such conviction, determination or disposition of appeal.

8. SET-OFF RIGHTS. The Authority/Corporation shall have rights of set-off. These rights shall include, but not be limited to, the Authority's/Corporation's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing by the Contractor

to the Authority/Corporation with regard to this contract, or any other contract with the Authority/Corporation, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Authority/Corporation for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority/Corporation and third parties in connection therewith.

9. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively, "Records") for a period of six (6) years (or any other longer period required by law) following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Authority/Corporation, State Comptroller, State Attorney General and any other person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within New York State, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, during the contract term, any extensions thereof and said six (6) year period thereafter, for purposes of inspection, auditing and copying. As used in this clause, "termination of this contract" shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Authority/Corporation will take reasonable steps to protect from public disclosure those Records which are exempt from disclosure under State Public Officers Law §87 ("Statute") provided that: (i) the Contractor shall timely inform an appropriate Authority/Corporation official, in writing, that said records should not be disclosed; (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Authority's/Corporation's right to discovery in any pending or future litigation.

10. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Authority/Corporation must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

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 State Tax Law §5. Disclosure of this information by the seller or lessor to the Authority/Corporation 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 tax liabilities and to generally identify persons affected by the taxes administered by the State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

The above personal information is maintained at the New York State Thruway Authority/Canal Corporation, Department of Finance and Accounts, P.O. Box 189, Albany, New York 12201.

11. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with State Executive Law §312, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the Authority/Corporation is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Authority/Corporation; or (ii) a written agreement in excess of \$100,000 whereby the Authority/Corporation is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, or major repair or renovation of real property and

improvements thereon for such project, then the following shall apply and by signing this contract the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Authority/Corporation contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. As used in this clause, "affirmative action" shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, and rates of pay or other forms of compensation.

(b) At the request of the Authority/Corporation, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of this contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of (a), (b) and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The Authority/Corporation will consider compliance by a Contractor or its subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The Authority/Corporation shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law, and if such duplication or conflict exists, the Authority/Corporation may waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining thereto.

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 Appendix A, the terms of this Appendix A 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. LATE PAYMENT. Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by State Public Authorities Law §2880 and 21 NYCRR Part 109.

15. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

16. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules, the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Contractor's actual receipt of

process or upon the Authority's/Corporation's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Authority/Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Authority/Corporation to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

17. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (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 responsibility of the Contractor to establish to meet with the approval of the Authority/Corporation.

In addition, when any portion of this contract involving the use of woods, whether 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 State Finance Law §165. Any such use must meet with the approval of the Authority/Corporation; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the Authority/Corporation.

18. NON-PUBLIC PERSONAL INFORMATION. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). In addition to any relief or damages that may be imposed pursuant to the provisions of this Act, the Contractor shall be liable for the costs imposed upon the Authority which are associated with breach of the Act if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents, officers, employees or subcontractors.

19. IRAN DIVESTMENT ACT. In accordance with State Public Authorities Law §2879-c, if this is a contract for work or services performed or to be performed, or goods sold or to be sold, the Contractor subscribes and affirms, under penalty of perjury, that: by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

For the purposes of this clause, the term "person" shall be as defined in subdivision (1)(e) of Section 165-a of the State Finance Law.

20. OBSERVANCE OF LAWS. The Contractor agrees to observe all applicable Federal, State and local laws and regulations, and to procure all necessary licenses and permits.

21. NO WAIVER OF PROVISIONS. The Authority's/ Corporation's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority/Corporation of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Authority/Corporation, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

22. ENTIRE AGREEMENT. This contract, together with this Appendix A and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are

no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

**SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)
(APPENDIX A-1)**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **COMPLIANCE WITH REGULATIONS.** The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **NONDISCRIMINATION.** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

4. **INFORMATION AND REPORTS.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **SANCTIONS FOR NONCOMPLIANCE.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

6. **INCORPORATION OF PROVISIONS.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to

enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)
(APPENDIX A-2)**

The New York State Thruway Authority, 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 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 a written Department solicitation, request for proposal or invitation for 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.”

Add the following:

“102-09 STANDARD CLAUSES FOR NON FEDERAL-AID NEW YORK STATE CONTRACTS.

A. MacBride Act Fair Employment Principles. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

The MacBride Fair Employment Principles, found elsewhere in this Proposal, shall be completed and returned with the Contractor’s bid.

B. Omnibus Procurement Act of 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Additional information and Thruway Authority requirements regarding the Omnibus Procurement Act can be found elsewhere in the proposal.”

102-12 D/M/WBE UTILIZATION.

C. Eligibility.

2. M/WBE Eligibility.

Delete the last sentence of the first paragraph and **Substitute** “An M/WBE directory is available on the New York State Contract System website at <https://ny.newnycontracts.com/>.”

Delete “(716) 846-8200” in the second paragraph and **Substitute** “(855) 373-4692”.

D. Counting D/M/WBE Participation Towards the D/M/WBE Goal(s).

3. Material Suppliers.

Delete the second sentence of the first paragraph and **Substitute** “60% of the expenditure to an M/WBE Material Supplier will be counted toward the M/WBE goals.”

4. Brokers/Manufacturer's Representatives.

Add the following sentence after the third (last) sentence. "Per the New York State Department of Economic Development, only the monetary value for fees, or the markup percentage, will be credited when an MWBE broker is used (industry standards typically reflect a brokerage fee of 5-7% from the total contract amount)".

F. Requests For Waiver.

Delete "Office of Construction Civil Rights Unit" and **Substitute** "Authority's Compliance Unit".

H. D/M/WBE Pre-Award Utilization Package.

Delete the first and second paragraphs and **Substitute** the following:

"Within 10 calendar days after bid letting, the Apparent Low Bidder shall submit a complete D/M/WBE Pre-Award Utilization Package, as outlined below, to the Authority's Compliance Unit."

For Non-Federal Aid Contracts Only:

I. Bidder's Failure to Comply.

Delete all the information in this section and **Substitute** the following:

"By signing this bid proposal and any resulting agreement or contract, the parties recognize and agree that Contractor failure to carry out the requirements of the Authority's M/WBE program, or non-compliance with the M/WBE participation goals established for this contract (absent a showing of good faith efforts as set out elsewhere in this Section and the obtaining of a waiver granted by the Authority) constitutes:

1. A breach of contract upon which the Authority may assess liquidated damages as a separate remedy; further liquidated damages may accrue if the Authority determines that future efforts to achieve compliance will not fully remedy the breach.
2. A specific and determinable harm or damage to the Authority and its Construction Program and, as such, constitutes a basis for the imposition of any or all of the contractual remedies stated in this document, whether in this section or elsewhere. Upon such non-compliance or breach, and after notification to the Contractor, the Authority may initiate contractual remedies, which it may deem appropriate, as well as calculate a monetary reduction in the final contract payment, as a stipulated assessment to be deducted from the final payment.

This assessment, which may be in addition to, and not as a substitute for any other penalty or monetary assessment under this contract deducted from the final payment as a penalty for non-compliance with Contract D/M/WBE Specifications. This will be computed by multiplying the AAP-19, (TA-1022), contract value by the approved program percentage(s), (but not more than the goal percentage) and subtracting from that amount the dollar payments for those functions actually performed by certified D/M/WBEs as set forth in the approved form AAP-19, (TA-1022).

In instances where a Contractor can adequately document or substantiate its good faith effort made to meet the specified goal percentage(s), to the satisfaction of the Authority, no reduction in payment will be imposed or liquidated damages assessed. The standards listed in 102-12.G Good Faith Efforts will be used as a guide to determining whether or not a good faith effort has been made."

102-14 FORM OF CONTRACT AND BID BOND.

Delete the first sentence and **Substitute** “The form of contract and bid bond, if given, shall be those found in this proposal.”

102-15 SAMPLE FORM OF BID BOND.

Delete all the information in this section and **Substitute** “The Bid Bond (TA-44117) contained in this Proposal shall apply.”

102-17 SAMPLE FORM OF ITEMIZED PROPOSAL/JURAT.

Delete all the information in this section and **Substitute** “The Itemized Proposal contained within this Proposal shall apply.”

SECTION 103 – CONTRACT AWARD AND EXECUTION**103-01 CONTRACT AWARD.**

Add the following after the second paragraph:

“The following are examples of reasons that are considered sufficient for the disqualification of a Bidder and the rejection of its Proposal:

1. Submission of more than one Proposal for the same work from an individual, firm, partnership, corporation, or combination thereof, under the same or different names. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof, is interested in more than one Proposal for the work contemplated may cause the rejection of all Proposals in which such individual, firm, partnership, corporation, or combination thereof, is interested.
2. Evidence of collusion among Bidders. Participants in such collusion will not be permitted to submit bids for future work of the Authority until reinstatement as a qualified Bidder by the Chief Engineer.
3. Uncompleted work which, in the judgment of the Authority, might hinder or prevent the prompt completion of this Contract, if awarded.”

Delete the fourth paragraph and **Substitute:**

“A Contractor may at any time, upon at least fifteen (15) days written notice, withdraw its bid on a date sixty (60) days after bid opening or thirty (30) days after the properly executed contract documents have all been received by the Authority, whichever is later. The bid bond, bid deposit, and/or performance bond shall remain in effect until such period of written notice has expired provided the contract has not been approved by the Office of the State Comptroller in the interim. The Contractor and the Authority may agree in writing to extend the date upon which the bid may be withdrawn if the contract has not been approved by the Office of the State Comptroller.”

Delete the sixth paragraph and **Substitute:**

“Contract award on a joint venture proposal will place upon the joint participants complete liability, jointly and individually, for contract performance.

Contracting corporations, which are chartered in a state other than New York, as well as individuals or firms doing business under fictitious names, are required to register with the NYS Department of State authorizing them to do business in New York, before they can be awarded a contract.”

103-02 EXECUTION OF CONTRACT.

Add the following after the second paragraph:

“When a joint bidder returns a signed contract for a joint venture proposal to the Chief Engineer, a certified copy of a resolution of the board of directors of each participating corporation must be included that clearly indicates the work to be performed by both parties. The resolution must authorize the joint venture with the other party participant(s) for the specific contract. Each corporation must also submit a copy of its corporate powers. The participants in any joint venture must make the designation in writing, addressed to the Chief Engineer.

The designations are as follows:

1. The name of the person who will be in charge of the project for the joint Contractors. This person must have complete authority to speak for and bind the joint Contractors in all matters relating to the contract. It is this person to whom all notices, orders, directions, and determinations concerning the project may be given by the Chief Engineer. Notices orders, directions, or determinations given to this designated person, or to one of the joint Contractors, will be considered to have been given to all parties.

No change in the person designated to be in charge of the project will be recognized by or be binding upon the New York State Thruway Authority, until the participants in the joint venture give written notice of such change. In the event of the inability or unwillingness to serve, death or disability of the person in charge of the project, it is the responsibility of the joint Contractors to advise Chief Engineer, in writing, over their joint signatures, of such inability or unwillingness to serve, death or disability within 24 hours after the occurrence, and then to designate a successor.

2. A mailing address for the receipt of all estimates, acceptance and final settlement certificates, payments, notices, orders, directions, and determinations for the performance of the work. The mailing address will be considered the joint Contractors' address and any communications directed to such address will be considered to have been received by the joint Contractors.

All checks for the payment of estimates and the final settlement certificate will be made to the order of the joint Contractors in the same form in which they have signed the contract and will be mailed to the designated mailing address.

Change of the mailing address will not be recognized by or be binding upon the New York State Thruway Authority, until written notice, signed by the joint Contractors, has been received by the Chief Engineer.

If the contract, together with the Surety Bonds and the Insurance Certificate(s) providing adequate insurance coverage, as provided in Section 107-06, is not properly executed and returned, the proposal guarantee will be forfeited to the New York State Thruway Authority as liquidated damages.”

103-06 SAMPLE FORM OF CONTRACT AGREEMENT.

Delete all the information in this section and **Substitute** “A Sample New York State Thruway Authority/Canal Corporation Agreement is included elsewhere in this Proposal.”

103-07 SAMPLE FORM OF FAITHFUL PERFORMANCE BOND.

Add the following:

“New York State Thruway Authority forms will be supplied to the apparent low bidder. These forms are materially the same as the NYSDOT form.”

103-08 SAMPLE FORM OF LABOR AND MATERIAL BOND.

Add the following:

“New York State Thruway Authority forms will be supplied to the apparent low bidder. These forms are materially the same as the NYSDOT form.”

SECTION 104 - SCOPE OF WORK

104-02 CHANGES, CONTINGENCIES, EXTRA WORK AND DEDUCTIONS.

Delete the second and third sentences of the first paragraph and **Substitute** the following:

“Whenever the Authority determines that from any unforeseen cause the terms of any contract should be altered to provide for changes, contingencies, extra work, or the deletion of work, an order-on-contract or field change order may be issued to the Contractor who shall promptly proceed with the performance of the work and the furnishing of the materials and equipment necessary for its accomplishment in accordance with the pertinent specifications.”

Delete “Section 697 *Field Change Payment*” in the second paragraph and **Substitute** “the Field Change Order item”.

104-08 MAINTAINING TRAFFIC.

A. Closing of Highway.

Add the following:

“According to §107.01 of the Thruway Regulations, the Thruway Authority’s Executive Director, or his designee, may order that the Thruway system, or any portions thereof, be closed to all or part of the public for such time as in his judgment may be necessary.”

B. Use of Restricted Highway.

Delete this section in its entirety and **Substitute** the following:

“**B. Restricted Highway.** The Thruway, during periods of construction, cannot be designated a “Restricted Highway” pursuant to Section 104A of the Highway Law and Section 1625 of the Vehicle and Traffic Law. The Contractor is, therefore, advised that the provisions of Section 401(7)(f) of the Vehicle and Traffic Law relating to registration of special purpose construction vehicles shall apply to all such vehicles engaged in work under this contract, whether owned, leased or rented.”

Add the following:

“104-11 REMOVAL AND REPLACEMENT OF BRIDGE IDENTIFICATION SIGNS.

Bridge identification plaques, bridge identification number (B.I.N.) plates, milepost markers, and street name signs attached to bridge superstructures shall be protected during the Contractor’s operations or removed, stored and remounted after construction is completed, without any additional cost to the Authority.”

SECTION 105 - CONTROL OF WORK

105-03 METHODS AND EQUIPMENT.

Add the following after the second paragraph:

“Equipment which the Engineer feels could damage Thruway Facilities shall not be allowed to operate until adequate protective measures are provided such as wooden mats, bridging devices or rubber pads. The Engineer’s approval of such protective devices shall not relieve the Contractor from responsibility for damage.

The Contractor shall be responsible for keeping equipment in good working condition. Operators shall be knowledgeable in all aspects of equipment operation and shall know the limitations of the equipment. Under no circumstances, including changed or unforeseen work conditions, shall the Authority be held responsible or reimburse the Contractor for equipment damaged or broken during the progress of this Contract.”

B. Structural Painting.

Delete the third and fourth paragraphs.

105-12 LOAD RESTRICTIONS.

Add the following:

“Only New York State legal loads are allowed on the Thruway. Special Hauling Permits, required for special or occasional overweight and/or oversize loads exceeding NYS legal limits, are issued at the discretion of the Authority and only under special conditions and for use at designated times and locations.

Application should be made to the New York State Thruway Authority Special Hauling Unit, Albany Headquarters, (518) 436-2793 at least 72 hours in advance. The Special Hauling Unit will fax the Contractor a NYS Thruway Special Hauling Permit Application. The Contractor must complete the application and fax it to the Authority’s Special Hauling Unit at (518) 449-3198. The fax should include a cover sheet with the following information:

- Contract Number
- Award and Completion dates of the Contract
- Thruway entry and exit points

The Special Hauling Unit will review the information for accuracy. If the application is approved, the special hauling permit will be assigned a number and any applicable restrictions will be noted. The permit will be faxed to the Contractor along with a cover letter addressed to the attention of “Toll Personnel”. The cover letter must accompany the Special Hauling Permit when presented at the tollbooth by the Contractor’s driver. No fee will be charged to the Contractor.

Any changes to the permit will require notification and approval of the local Division Traffic Office. This Office may be reached by calling 1-866-691-8282 and asking for the Traffic Duty Officer. This office is open 24 hours a day, 7 days a week.

Design approval of any shop drawing (e.g. steel erection procedures) does not constitute approval of a Special Hauling Permit. Notice of movement of any permitted oversized and/or overweight vehicle must be given at least 24 hours in advance of the scheduled move. Receipt of an Authority issued Special Hauling Permit does not constitute issuance of a permit for highways under NYSDOT or other jurisdictions, and vice versa.”

105-14 DISPUTED WORK AND DISPUTE RESOLUTION.

D. Review Time Periods for Disputes.

Delete “Regional Director” wherever it appears and **Substitute** “Thruway Division Director”.

Add the following to the end of the second paragraph:

“Copies of this notice of dispute shall also be provided to the Director of Construction Management and to the Office of the Chief Engineer.”

Delete Parts 1, 2 and 3 and **Substitute** the following:

“The Commissioner Review Stage of the Disputed Work Provisions, the administration of which has been delegated by the Thruway Authority Chairman to the Chief Engineer of the Thruway Authority, does not exist as a third chance to convince the NYSTA of the merits of the dispute; it is intended to provide a mechanism whereby work may continue under protest, the contract will be completed, and the Contractor’s claims will be properly qualified, quantified, and documented for a later resolution. These aims are accomplished as follows: an evaluation is made of the documentation submitted in the appeal; the work is directed to continue, either declaring the disputed work to be extra to the contract, or otherwise, fully defining the dispute and the documentation required criteria for possible settlement during the Contract Close Out Process or as a claim in accordance with law and the provisions of the Contract. The Commissioner Review Stage determination regarding disputed work is administratively binding but does not diminish the Contractor’s rights.

Documentation presented at each Dispute stage must stand on its own merits. The process is self-correcting, providing Contractors an opportunity to provide proofs or documentation noted as lacking in the prior stage for the subsequent stage. The Disputed Work process is not progressively administered, each stage is assumed to be complete. Therefore, an appeal of the denial of a prior stage would be expected to include a narrative explaining the dispute, documentation of timely notice and verified documentation of costs, and explanation as to why the prior denial may be in error or incomplete with new information validating the Contractor’s position in the dispute. Should a Contractor, who feels a Disputed Work determination is unsatisfactory or in error, locate additional factual information they believe would alter a prior Disputed Work determination, the Director of Construction Management may reopen the matter on its original basis and/or merit at any time prior to the completion of the Final Supplemental Agreement by the Engineer.”

H. Contract Closeout Process.

Delete this section in its entirety and **Substitute** the following:

“H. Administrative Construction Contract Settlement Procedure. In an attempt to reach mutually satisfactory resolutions to contract disputes between the Authority and its construction Contractors, the Authority affords the Contractors a final opportunity to meet and discuss their unresolved disputes with the General Counsel and the Chief Engineer or their representatives. The Administrative Construction Contract Settlement Procedure, described below, is not a fourth stage of disputed work. This procedure provides an opportunity to address disputes and other matters of equity that do not necessarily fit neatly within the bounds of the Disputed Work clauses of the General Specifications, as modified and adopted by the Authority. Contractor presentations should include any new facts and findings, and should be directed to illustrate why the Disputed Work determinations at the project and review levels were not justified.

In this procedure, after Acceptance, but before Final Payment, the Contractor makes a written request to the Chief Engineer for a meeting to discuss those matters that remain unresolved, which have exhausted the formal disputed work process during the contract life. The Contractor must submit an Agenda for the meeting with this request. At the meeting, the Contractor shall present information

on each issue on their Agenda. Representatives of the Department of Engineering and Legal Department will attempt to resolve the issues with the Contractor within the framework of the contract. Any subsequent contract modification is subject to approval by the State Comptroller and any other shareholders to the Contract. The Contractor will be notified of the Authority's final position in writing. If any dispute or claim, or portion thereof, remains unresolved following the meeting(s) and the payment of the final agreement, the Contractor may file a claim in accordance with law and the provisions of the Contract."

105-16 SHOP DRAWING APPROVAL.

Add the following:

"The Contractor shall review, redline and approve-stamp shop drawings and samples from its suppliers prior to submission to the Engineer. By approving and submitting shop drawings and samples, the Contractor represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that he has checked and coordinated each shop drawing and sample with the requirements of the contract documents. Shop drawings will be reviewed and approved by the Engineer (or the Thruway Authority or its agent). The reviewer cannot verify field dimensions. All substitutions and/or deviations must be noted including a proposed credit. Any deviation from the requirements of the contract documents, unless the Contractor has informed the Project Engineer of the deviation in a separate writing at the time of submission and received written approval of the specific deviations, is unacceptable. If inadvertently "approved", that approval will be invalid. Once approved, the Contractor is responsible to submit a reproducible set of shop drawings for inclusion in the final project records.

Any waiver of specifications or contract requirements is exclusively for the Authority's benefit and purposes, and as such is subject to revocation without requirement for advance notice or statement of cause. Also, approval or disapproval of requests for waivers will be transmitted without statement of reason or cause, and shall not be subject to administrative review or appeal under the contract.

Prior to final payment, the contractor shall provide the Thruway with the original approved shop drawings and complete two sets of final signature approved shop drawings in the Tag Image File Format (tiff) on separate compact discs. Tiff images shall be CCITT group IV, 2D compression minimum 200 dpi."

105-20 OPENING HIGHWAY TO TRAFFIC PRIOR TO CONTRACT FINAL ACCEPTANCE.

Delete all the information in this section and **Substitute** the following:

"Opening sections of the project to traffic prior to completion may be desirable or may be necessary due to conditions inherent in the work, changes in the Contractor's work schedule, or conditions or events unforeseen at the time the project was bid. Such openings shall be made only when so directed by the Engineer. Under no condition shall such openings constitute acceptance or a part thereof, or a waiver of any provisions of the contract.

The contract documents indicate, insofar as possible, which sections of the highway are to be opened prior to completion. The Contractor shall make no claim for and shall have no right to additional compensation or extension of contract time for opening sections of the project to traffic as indicated in the contract documents, or resulting from partial acceptance or changes in the Contractor's work schedule, or for reasons that are due to the fault of the Contractor or any other party, including utilities.

Additional compensation or extension of contract time for completion of other items of work on sections of the project opened to traffic for reasons other than those indicated in the preceding paragraph will be made as provided in the contract or in a supplementary agreement.

If the Contractor is dilatory in completing shoulders, drainage structures, or other features of the work, the Engineer may so notify the Contractor in writing and establish therein a reasonable period of time in which the work is to be completed. If the Contractor is dilatory, or fails to make a reasonable effort toward completion in this period of time, the Engineer may then order all or a portion of the Project

opened to traffic. On such sections which are so ordered to be opened, the Contractor shall conduct the remainder of its construction operations so as to cause the least obstruction to traffic, and shall make no claim for and shall have no right to additional compensation or extension of contract time.

On sections of the project opened to traffic, whether indicated in the contract documents or not, traffic control and maintenance of the roadway shall be in accordance with Section 619.”

105-21 CIVIL RIGHTS MONITORING AND REPORTING.

Delete the first paragraph and **Substitute** the following:

“The Contractor shall use the current version of the Authority approved civil rights reporting documentation on all contracts. The Contractor shall submit complete, accurate data to the Authority for each month, not later than the 15th of the following month, using the Authority approved civil rights reporting format. Data shall be current through the end of the last full payroll week for that month, or as otherwise approved by the Engineer to coordinate with contract payment submittals.”

Add the following:

“105-22 NON-REVENUE PASS PLATES. Non-revenue pass plates will be furnished for the use of the General Contractor’s and approved subcontractor’s equipment and vehicles, and for suppliers’ vehicles while making deliveries to the project. In no case will free passage on the Thruway be granted beyond the Interchanges bracketing the project, or from the Interchange near the Contractor’s place of business to the job site, unless such place of business shall be located between the same two interchanges as the job site. The use of these pass plates shall be in accordance with the conditions of the individual authorization. General conditions are given below:

- A.** Pass plates are not for commuting and no privately owned vehicles shall be parked on the Thruway. For purposes of this section, a privately owned vehicle is defined as any vehicle not covered by the prime contractors insurance.
- B.** Pass plates shall be used on working days only.
- C.** Pass plates shall be presented to the toll collector whenever entering a toll lane. Unstaffed emergency lanes at toll plazas will not be opened to permit unrestricted entry or exit by Contractor’s or supplier’s vehicles.
- D.** The Contractor shall maintain a log identifying the vehicle to which each pass plate is assigned.
- E.** Pass plates shall remain with the assigned vehicles at all times while the vehicle is on the Thruway. Under no circumstances shall the Contractor leave pass plates at the toll plaza.
- F.** Vehicles leaving the Thruway beyond the pass plate limits without a pass plate or entering or leaving the Thruway at a toll station beyond the pass plate limitations will be charged for the trip in accordance with the normal toll rates and regulations. The Contractor will not be reimbursed for tolls after pass plates have been issued.
- G.** The Contractor will be held responsible for the use and return of all pass plates. The Contractor shall report any lost or stolen pass plates to the Engineer stating the specific pass plate lost or stolen and shall be responsible for any unauthorized use of the pass plate prior to such notification.
- H.** The misuse of the pass plates will constitute cause for revocation of this privilege and the Contractor will not be reimbursed for tolls. In accepting pass plates the Contractor agrees that revocation for reasons of misuse shall not constitute grounds for claim.

I. Upon completion of the contract, the Contractor shall return all pass plates issued for the project or shall account for all unreturned pass plates by identifying the vehicles to which the pass plates were last issued. Final acceptance of the contract cannot be processed until all pass plates have been accounted for. When an uncompleted work agreement is entered into, pass plates must be accounted for prior to return of the deposit.

J. An administrative charge of \$50.00 will be deducted from monies owed to the Contractor for each pass plate not returned to the Authority upon completion of the work.

The Contractor should make a written request to the Engineer for the number of pass plates required for the project upon receipt of notification of the pre-award conference. Additional pass plates will be available later upon request.”

SECTION 106 - CONTROL OF MATERIAL

106-01 SOURCES OF SUPPLY.

Delete “notify the Deputy Chief Engineer, Structures (DCES), with a copy to the Engineer, of” in the first line of the first paragraph and **Substitute** “submit to the Engineer”.

106-04 MATERIAL CERTIFICATION AND APPROVED LIST.

Add the following after the third paragraph:

“The Contractor is hereby notified that for Thruway Authority Federally Aided Projects, the New York State Department of Transportation is the Thruway Authority’s Agent for all off-site materials quality assurance services, except granular materials, asphalt concrete and Portland cement concrete plant inspection. Materials quality assurance will be in accordance with the Department’s standard specifications and quality assurance procedures and the acceptance/rejection decisions under the Contract have been fully delegated to the Department as the Thruway Authority’s Agent. Reference is herein made to “*Materials Inspection Manual*” issued by the New York State Department of Transportation, Materials Bureau, which presents a brief outline of procedures used by the New York State Department of Transportation in determining the acceptability of materials arriving at project sites. The Materials Inspection Manual is available on the NYSDOT website.”

106-09 EQUIVALENTS.

Delete all the information in this section and **Substitute** the following:

“Whenever products are specified by the name, trade name, make or catalog number or any manufacturer or supplier, the intent is not to limit competition but to establish a standard of quality which the Thruway Authority has determined to be necessary. Contractor’s may recommend alternate products, but shall have the burden of proving at his own cost and expense to the satisfaction of the Thruway Authority that a proposed product is equal to a stipulated reference product. If the Contractor fails to comply with the provisions of this subsection, or if it is determined that the proposed product is not equal to that named, the Contractor shall supply the product named.

The Contractor shall have no claim for an extension of time or for damages due to time required by the Thruway Authority to consider a product proposed by the Contractor or because the Engineer disapproves of such a product. Where optional materials or methods are specified, or where "or equal" submissions are approved, the Contractor shall make all adjustments to contingent work necessary to accommodate the option he selects, all at his own expense.

Where the phrase “No Substitutions Allowed” or similar wording appears in a specification, the Authority has determined that the specified product is required and no equivalents will be considered by

the Authority.”

106-11 BUY AMERICA.

Delete “Section 146 of the State Finance Law” in the first line of the first paragraph and **Substitute** “Section 2877-a of the Public Authorities Law.”

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107-05 SAFETY AND HEALTH REQUIREMENTS.

C. Emergency Contact Person.

Delete this section in its entirety and **Substitute** the following:

“**C. Emergency Call Out List.** At the preconstruction meeting, the Contractor shall provide the Authority a list of a minimum of four (4) responsible personnel, available on a 24 hour basis, for call out if conditions arise that require the Contractor’s attention at the construction site. In addition to providing on- and off-hour phone numbers, all persons on the Call Out List shall be equipped with telephone call activated paging devices which display the call back number, or cell phones, or other approved paging devices. Any person on the Emergency Call Out List shall have the authority to promptly call out personnel and resources necessary to respond to an emergency and protect the public. The Call Out List shall also include field office and main office telephone numbers and be updated as changes occur.”

F. Restricted Areas.

Add the following after the first sentence of the first paragraph:

“The nature of and materials used in this protection measure shall be at the Contractor’s discretion subject to approval by the Engineer. The cost of the protection measures shall be included under the various items of this contract.”

Add the following after the last bullet:

“Work areas at structures shall be completely fenced to the satisfaction of the Engineer to protect the public and prevent unauthorized entry. In addition, positive protection shall be provided during non-working hours in areas where bridge rail tubes and/or posts are removed to ensure that individuals on the structure will not fall through the rail opening to the area below.”

H. Fall Protection.

Delete the first paragraph and **Substitute** the following:

“The Contractor shall provide fall protection for all workers, in full compliance with 29 CFR 1926, and ensure that its workers use all necessary safety devices attendant thereto. Should a Contractor utilizing scaffolding / platforms / ladders fail to adhere to the legal provisions and intent of both OSHA and the Labor Law (Section 240), work will be suspended until full compliance is reinstated and an OSHA or NYS Labor Department Inspector has inspected the work site and deemed it to be in full compliance with Labor Law/OSHA Standards. Contractor personnel failing to utilize safety equipment, methods, and procedures as required by the Labor Law and OSHA shall be immediately removed from the project. No exception to these requirements can, or will be tolerated or permitted. The minimum fall protection requirements include the following:”

O. Equipment Safety Procedures.

Delete this section in its entirety and **Substitute** the following:

“O. Equipment Safety Procedures (Vehicle Operations, etc.). The following provisions relating to vehicle and equipment operation, in conjunction with the Contract Documents, will be strictly enforced by the Engineer during all phases of construction for this project. Any necessary modification shall be as approved by the Authority. The final responsibility for the installation of adequate safety precautions, and for the protection of the traveling public and Contractor’s personnel, shall rest with the Contractor. The Contractor shall include their proposed equipment safety procedures in the project Safety and Health Plan.

1. General. The following applies to vehicles and motorized equipment traveling on the Thruway and shall apply to all work on the project, including but not limited to, the activities of all subcontractors, manufacturers, fabricators, material suppliers, independent truckers and owner-operators.

- a. Truck tailgates shall be kept clean at all times.
- b. Vehicle and equipment light lenses and reflectors will be cleaned as often as necessary during operations.
- c. Fire extinguishers provided on vehicles shall be in good working order at all times and operators shall be familiar with their use.
- d. When a vehicle is parked on the shoulder, the door adjacent to the Thruway pavement shall not be left open. An open vehicle door shall never be allowed to project over the Thruway pavement.
- e. Operators shall never pull up beside another vehicle on the roadway. Instead the operator should pull onto the shoulder away from the pavement either in front or behind the other vehicle. Conversations should be held on the side of the stopped vehicles away from the pavement.

2. Moving Equipment.

- a. All Contractor vehicles and/or equipment shall be furnished with amber radial lights and double amber flashing lights or be followed by a vehicle displaying amber radial light and simultaneous flashing directional signals.
- b. All work operations, including paving, rolling, grading, supplying of material, and traveling of supervisory personnel, shall always be in the direction of normal traffic unless noted otherwise in the Contract or approved by the Engineer.
- c. Contractor vehicles or equipment that are to be moved between separate work sites during daylight hours may travel on the Thruway Mainline pavement if:
 - The vehicles or equipment have rubber tires; and
 - The vehicles or equipment are capable of maintaining a highway speed in excess of 40 mph.
- d. Contractor vehicles or equipment that are to be moved between separate work sites during daylight hours may travel on the shoulder if **all** of the following conditions are met:
 - The vehicles or equipment have rubber tires;
 - The vehicles or equipment are capable of maintaining a highway speed in excess of 25 mph;
 - The maximum distance for transporting the vehicle or equipment is no more than 2 miles;
 - The shoulder is wide enough to accommodate the vehicle or equipment;
 - The vehicle or equipment using the shoulder does not encroach upon the travel lane;

- There are no impediments within the two-mile transport limit that would decrease the width of the shoulder.
- e. If any of the aforementioned conditions cannot be met, the vehicle or equipment to be moved between the work sites shall be hauled on a trailer.
- f. When traveling in convoy, a space of at least 900 feet shall separate successive vehicles.
- g. Contractor vehicles or equipment to be transported on the Thruway during twilight hours or after dark shall be capable of maintaining a highway speed in excess of 65 mph or shall be hauled on a trailer.

3. Work Zone.

- a. A stopped or slow moving truck on the pavement shall never be used as the first warning a motorist receives of a work area restriction ahead.
- b. Vehicles and/or equipment shall never be parked on opposite shoulders nor shall workers be allowed to occupy these areas at the same time. An escape area must always be provided for emergency use.
- c. A closed lane is a refuge for disabled vehicles or emergencies. Hazards such as pavement removals or excavated shoulders etc. shall be delineated in accordance with the work zone traffic control plans and/or Section 619, during non-work hours.

4. Parking Equipment.

- a. Contractor equipment, when not in use, and materials awaiting installation shall be properly stored, stockpiled, and sited in a protected location (i.e. behind a physical barrier or in such a manner that horizontal clearance of at least 30 feet is provided from the outside edge of the traveled way) and shall not constitute a traffic hazard nor interfere with drainage courses. Materials or equipment shall not be left in front of or within the deflection distance behind guide rail and safety appurtenances so as to compromise their performance.
- b. During the work day, equipment necessary for construction may only be parked in a closed lane or closed shoulder as far as practicable from traffic. If this is not possible, such equipment shall be parked entirely off the pavement and shall display two 18-inch by 18-inch red-orange or orange flags.
- c. Parked vehicles shall display simultaneous flashing directional signals (four-way flashers). Single directional flashing lights shall not be displayed by parked vehicles.
- d. No loading and unloading of equipment, material, or men shall be permitted in the mall unless it is a protected work site.
- e. At the end of each work day, all Contractors' equipment and any extraneous traffic protection devices shall be removed from closed traffic lanes, shoulders and other sites and placed in protected locations.

5. Operating in the Work Zone

- a. Equipment shall be under the full control of the operator at all times and shall not be operated in a reckless manner.
- b. A spotter shall guide the backing of any vehicle or equipment with restricted visibility to the rear. This rule applies in any location where workers on foot, pedestrians, private vehicles or similar hazards may be present.
- c. If the operator loses visual contact, the vehicle shall immediately be brought to a full stop until visual contact with the spotter is reestablished.
- d. Vehicles or equipment shall not be backed onto Thruway pavement. If the operations require such a procedure, it shall be done only within a protected work zone.

6. Work Operations.

- a. Truck tailgates shall be closed when not in use. The tailgate may be flat to accommodate an operation, but may never hang below a horizontal position.

- b. A spotter shall guide the backing of any vehicle or equipment with restricted visibility to the rear. This rule applies in any location where workers on foot, pedestrians, private vehicles or similar hazards may be present.
- c. If the operator loses visual contact, the vehicle shall immediately be brought to a full stop until visual contact with the spotter is reestablished.
- d. Dump truck boxes may be raised only under the control of a spotter, unless the vehicle is in an area clearly marked to be free of overhead wires and safe for dumping.
- e. Dump truck boxes shall be lowered prior to moving, except when dumping into a paver or similar operations, under the control of a spotter.
- f. All equipment shall comply with electrical safety requirements, and shall operate under the control of a spotter, whenever working within 17 feet of an overhead line. The distance shall be measured as the actual distance between the overhead line and the nearest point on the vehicle.

7. Entering and Leaving Work Zones. The operations of loading and unloading of materials, equipment and men shall only be conducted in closed lanes and shoulders. To minimize the hazard to the traveling public, the Contractor's operations shall be governed by the following requirements:

- a. When approaching a work area, operators shall reduce the speed of the vehicle and indicate by directional signals intent to drive out of the traffic stream and into the work area. Flashing signals shall be kept on while parked within the work zone.
- b. No vehicle or equipment shall be stopped or parked where it will interfere with the visibility of any sign.
- c. All trucks re-entering the traffic stream from the work areas, except when exiting the downstream end of a closed lane, shall have the assistance of traffic observer.
- d. All trucks re-entering the pavement from the shoulder, shall attain a reasonable speed before pulling onto the pavement, after making sure that no vehicle is approaching in the lane. Approaching vehicles shall be allowed to pass.
- e. Trucks shall not re-enter the traffic stream from a median shoulder less than 10 feet wide.

8. Violations. If, in the opinion of the Engineer, the operating rules of the contract are not being fully adhered to by the Contractor or his subcontractors:

- a. Liquidated damages shall be deducted from any money due the Contractor, not as a penalty but as liquidated damages; until the violation or violations are corrected to the satisfaction of the Engineer. Unless otherwise stated in the Contract Documents:
 - Multiple violations in any calendar day, or part, thereof, and/or multiple violations consisting of the same violation remaining uncorrected for multiple calendar days, shall be assessed with a like number of liquidated damage charges, and
 - The amount of such liquidated damages shall be the amount per calendar day specified in Table 108-1 *Schedule of Liquidated Damages*.
- b. Any operator found in violation of the above rules by the Engineer or his/her representative will be removed from the project immediately, and will not be allowed to work on any Authority project for a minimum of one (1) year.

9. U-turns. U-turns are prohibited on the Thruway with the following exception. Drivers with non-revenue pass plates (where required) and possessing a U-turn Authorization permit may U-turn construction vehicles and equipment at designated crossovers listed in this Proposal. Vehicle operation shall be in accordance with the conditions of the individual permit Authorization. General conditions are given below:

- a. Vehicles and equipment that will U-turn shall be in compliance with all Federal and State rules and regulations and equipped with a rotating amber beacon which shall be visible from all directions for a minimum of 1000 feet during daylight. Strobe lights will not be allowed. If visibility of the amber beacon is blocked by a portion of the vehicle or equipment, additional beacons shall be provided.

- b. When a designated crossover is to be used for contract operations, the Contractor shall install a driveway entrance assembly on both right and left shoulders of the traveled way consisting of a 48-inch by 48-inch W2-2 Intersection Warning sign supplemented with a 36-inch by 18-inch NYW5-16 Driveway Entrance plaque with the legend "TRUCKS". All sign panels shall be black on fluorescent orange. The driveway entrance assemblies shall be installed approximately 1000 feet upstream of the U-turn. All signs shall be covered or removed and stored when not in use.
- c. For daily stationary lane closures, U-turns shall not be made between 1.5 miles before and 1 mile after a work zone if the work zone includes the closure of the right lane of a two-lane roadway. U-turns may be permitted from and into the work zone when the work zone is in the leftmost lane(s) and a designated crossover exists within the limits of the work zone.
- d. Any damage to median areas, shoulders and designated U-turns caused by the Contractor's equipment shall be repaired as directed by and to the satisfaction of the Engineer at no expense to the Thruway Authority.
- e. U-turns are prohibited within toll plazas. The driver must exit the toll plaza, turn around on the local road system, and then reenter the Thruway.
- f. Application for U-turn authorization and non-revenue pass plates should be made through the Engineer (after award) or the Division Construction Office (pre-award)."

R. Confined Spaces.

Add the following after the last paragraph:

"Work operations in confined space and permit-required confined space as defined in 29 CFR 1910, Section 146 are particularly hazardous. These operations shall be specifically addressed in the Contractor's comprehensive Project Specific Safety and Health Plan and, in the case of permit-required spaces, a supplemental plan detailing the permit-required space program that the Contractor will follow and of any hazards confronted or created in permit-required spaces. These plans shall be submitted for review prior to the start of work. Indicated confined spaces are not intended to limit or define Contractor or subcontractor regulatory compliance requirements. In addition to confined spaces indicated on the drawings, other confined spaces may be present or created by the work of this contract. The Contractor shall furnish, at no additional cost to the Thruway Authority, personnel and equipment to allow the Engineer to enter confined space and permit-required confined space in compliance with in 29 CFR 1910, Section 146."

S. Fire and Explosion Prevention.

Add the following after the last paragraph:

"The Contractor is advised that the storage of any flammable materials beneath, or within the proximity of any structure, at any time, is strictly forbidden by the NYSTA. Failure to comply will result in the Engineer stopping all work until all such materials are removed to a satisfactory site or off the project".

107-06 INSURANCE.

Delete all the information in this section and **Substitute** the following:

"A. General. The Contractor must procure prior to commencement of work under this Agreement, and maintain until this Agreement is completed and the New York State Thruway Authority (the Authority) has accepted all work performed thereunder, insurance of the kinds and in the amounts specified by the Authority herein, covering all operations under this Agreement, whether performed by the Contractor or its subcontractors, in accordance with the following conditions:

- 1.** All insurance required by this Agreement shall be obtained at the sole cost and expense of the Contractor.
- 2.** All insurance required by this Agreement shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to the Authority, with an A.M. Best rating of “A-” or better.
- 3.** All insurance required by this Agreement shall be primary to any the Authority insurance policy or the Authority self-insurance program, which shall be excess and non-contributory.
- 4.** The Contractor shall require that any approved subcontractors carry insurance with the same limits and provisions set forth herein, except for the Owners/Contractors Protective Liability Policy.
- 5.** The Contractor shall furnish the Authority with Certificate(s) of Insurance on ACORD Form 25, accompanied by additional insurance documents as required by the Authority, for each insurance carrier involved. Such Certificate(s) shall be executed by a duly authorized representative of the insurance carrier, certifying such authorization and showing compliance with the Authority insurance requirements set forth herein. The Contractor shall furnish the Authority with a copy of each Endorsement required herein. For work to be performed within New York State, proof of Workers Compensation and Disability Benefits Insurance shall be submitted on the appropriate forms as listed in Sections B.7 and B.8.
- 6.** All policies, by specific endorsement, shall provide for written notice to the Authority no less than thirty (30) days prior to the cancellation, non-renewal, or material alteration of any insurance policies referred to therein. Any such notice shall be sent by mail to: Insurance Compliance Section, Office of Investments and Asset Management, New York State Thruway Authority, P.O. Box 189, Albany, New York 12201-0189.
- 7.** If insurance policies utilized for Authority projects contain deductibles, they must be declared as such with applicable levels on the Certificate(s) of Insurance and the Authority Supplemental Insurance Certificate. Insurance policies with deductibles in excess of \$50,000 will require review and approval by the Authority. Additional security or other requirements may be imposed at the sole discretion of the Authority.
- 8.** Insurance policies with Self-Insured Retentions (SIR’s) of up to \$50,000 will generally be accepted when the SIR program is administered by a third party administrator and a complete description of the program is provided to the Authority’s Office of Investments and Asset Management. Self-Insured Retention programs in excess of \$50,000 must receive prior approval and meet additional security requirements. The Authority, at its sole discretion, reserves the right to require the Contractor to provide additional collateral or to reject the use of an SIR by the Contractor. The Contractor will be solely responsible for all claims expenses and loss payments within the retention limit.
- 9.** The Contractor shall provide certified copies of all declarations pages or of the insurance policies themselves, upon request by the Authority, within twenty (20) days of such request.
- 10.** Failure of the Authority to demand such certificates, policies, endorsements, or other evidence of full compliance with the Authority insurance requirements, or failure of the Authority to identify a deficiency from evidence that is provided, shall not constitute or be construed as a waiver of the Contractor’s obligation to maintain such insurance.
- 11.** Failure to maintain the required insurance and provide proof of such coverage to the Authority may, in the Authority’s sole discretion, result in termination of this Agreement, or in delay or stoppage of payments.

12. At least two weeks prior to the expiration of any policy required by this Agreement, evidence of renewal or replacement policies of insurance with terms at least as favorable to the Authority as the required minimum amounts set forth in Section B. must be furnished to the Authority.

13. By requiring insurance, the Authority does not represent that certain coverages and limits will necessarily be adequate to protect the Contractor and such coverages and limits shall not be deemed a limitation on the Contractor’s liability under the indemnities granted to the Authority under any provision of this Agreement.

14. The Contractor and its subcontractors shall waive all rights against the Authority, the State of New York, and its agents, officers, directors, and employees, for recovery of damages to the extent these damages are covered by the CGL policy, and Business Auto Policy, and Umbrella policy, as required.

15. The Contractor shall provide a copy of these Authority Insurance Requirements to its insurance producer(s) and insurance carrier(s).

B. Coverages. The specific types and amounts of insurance that the Contractor must provide pursuant to this Agreement are as follows:

1. Commercial General Liability Insurance. The Contractor shall maintain a combination of Commercial General Liability (CGL), with no less than the following limits and coverages:

<u>Agreement value:</u>	<u>Occurrence</u>	<u>Aggregate</u>
Under \$10 Million (See Section B.)	\$1,000,000	\$2,000,000
\$10 Million - \$25 million	\$5,000,000	\$5,000,000
\$25 Million - \$50 million	\$10,000,000	\$10,000,000
Over \$50 Million	\$25,000,000	\$25,000,000
<ul style="list-style-type: none"> • Products/Completed Operations Aggregate: • Personal/Advertising Injury Liability: • Fire Damage Legal Liability: • Medical Expense: 		<p>\$2,000,000</p> <p>\$1,000,000</p> <p>\$100,000</p> <p>\$5,000</p>

CGL Insurance shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal injury, advertising injury, and contractual liability.

If the activity involves construction work near railroad stations, yards, or tracks, the exclusion for explosion, collapse and underground work (XCU) must be deleted.

If the activity involves construction or demolition near railroad stations, yards, or tracks, the General Liability policy must delete the exclusion of coverage for work done within 50 feet of railroad property.

The General Aggregate shall apply separately to the subject matter (Project) of the Agreement, and the Contractor shall provide an appropriate Project Endorsement, using ISO Form CG 25 03 11 85 or its equivalent, to the Authority for this purpose.

The Authority and the State of New York shall be included as an Additional Insured, using ISO Additional Insured Endorsement CG 20 10 11 85 or its equivalent, under the CGL policy and the Umbrella policy, as required. This includes, but is not necessarily limited to the parties listed in the Special Note entitled *Additional Insured Parties*. Failure to list a firm, organization or municipality, etc. does not eliminate the requirement to provide such coverage.

2. Commercial Umbrella Liability Insurance. The Contractor shall maintain Commercial Umbrella Liability Insurance (Umbrella) on a “follow form” basis with a limit of no less than

\$3,000,000 for each occurrence and aggregate for agreements over \$1,000,000 and less than \$10,000,000.

3. Owners/Contractors Protective Liability Insurance. The Contractor shall obtain a separate Owners/Contractors Protective Liability (OCP) Policy written on a project basis for the benefit of the Authority, its officers, agents, and employees, and the People of the State of New York, with respect to all operations under this Agreement by the Contractor or its subcontractors, including in such coverage any omissions and supervisory acts of the Authority, its officers, agents, and employees. The New York State Thruway Authority shall be the named insured in the OCP Policy, which shall be promptly furnished to the Authority. OCP policy limits shall be no less than: \$1,000,000 per occurrence/\$2,000,000 aggregate.

4. Builders' Risk Insurance. For all building construction projects, the Contractor shall provide a Builders' Risk Insurance policy covering all risks in completed value form. Such policy shall cover the total value of the work performed, as well as the value of any equipment, supplies, and/or material for the project that may be in storage (on or off the site) or in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tool of their agents and employees, staging towers and forms, and property of the Authority held in their care, custody and/or control. Such policy shall name as insured's the Authority, and the Contractor. The Builders' Risk policy shall contain the following endorsements:

The Authority and Contractor shall be named as loss payee for the Work in order of precedence as their interest may appear.

5. Railroad Protective Liability Insurance. In the event that any work to be performed under the Agreement involves railroad property or railroad right-of-way, the Contractor shall provide and maintain a Railroad Protective Liability (RRP) Policy in the amounts required by the respective railroad.

- a. The policy must name the Railroad as the Named Insured. No Additional Insured's will be listed on the policy (see requirements for the deletion of the 50' Railroad Exclusion on the Commercial General Liability policy).
- b. Evidence of Railroad Protective Liability Insurance must be provided on the ACORD 25 insurance certificate form, a detailed Binder pending issuance of the ACORD 25 certificate, or on an ISO-RIMA or equivalent form approved by the Railroad and meet any other requirements as specified by the Railroad and or the Authority.
- c. Definition of "physical damage to property" must be amended to mean direct and accidental loss of or damage to "*all property of any Named Insured and all property in any Named Insured's care, custody or control*".

6. Business Auto Liability Insurance. The Contractor shall maintain Business Automobile Liability coverage, with no less than a \$1,000,000 Combined Single Limit, which shall cover liability arising out of the Contractor's use of any motor vehicle, whether owned, leased, hired, or non-owned.

If the Agreement involves removing hazardous waste from the Project site, or the Project involves environmental exposures, pollution liability coverage equivalent to that provided under the ISO Broadened Pollution Liability Coverage for Covered Autos endorsement (CA 9948) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

7. Workers' Compensation Insurance. For work to be performed in NYS, the Contractor shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the Workers' Compensation Law.

If the Agreement involves work on or near a shoreline, a U.S. Longshore and Harbor workers' Compensation Act Endorsement must be provided.

Evidence of Workers' Compensation coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

- a. C-105.2 – Certificate of Workers' Compensation Insurance;
- b. U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund;
- c. GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance.

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

8. NYS Disability Benefits Insurance. For work to be performed in NYS, the Contractor shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the Disability Benefits Law.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

- a. DB-120.1 – Certificate of Insurance Coverage under the NYS Disability Benefits Law.
- b. DB-155 – Certificate of Disability Self Insurance.
- c. CE-200 – Certificate of Attestation of Exemption. (Note: This form will only be accepted as evidence of an exemption from providing Disability Benefits.)”

107-07 PROTECTION OF UNDERGROUND FACILITIES.

E. Quality Level Designations.

Add the following:

“If Quality Level Designations are not shown in the Contract Documents, Quality Level D shall apply.”

107-08 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

C. Restoration.

Add the following:

“8. Any damage to delineators, milemarkers, and safety appurtenances to remain caused by the Contractor's operations shall be repaired or replaced at no expense to the Thruway Authority. Any delineators, milemarkers or safety appurtenances which have been moved to facilitate any operation shall be reset in their original location. Unless otherwise shown in the Contract Documents, the cost of any necessary resetting shall be included in the price bid for all items of work; no separate payment will be made.”

107-09 DAMAGE

D. Prompt Response to Claims by the Public.

Delete the last five sentences and **Substitute** the following:

“The Contractor shall promptly address all damage claims of the public and, if not paid directly, claims shall be promptly turned over to the Contractor's insurance company without prejudicing the validity of the claim. There should be an interval of no more than ten (10) working days between receipt of a written claim by the Contractor and receipt by the insurance company. The Contractor shall notify the Authority when the claim is either turned over to the insurance company or paid directly. The insurance company is expected to investigate, determine and adjust such claims promptly and fairly with notice to the Authority as an additional named insured.

If the insurance company denies a claim, the Contractor must make sure that the insurance

company provides the Authority with an explanation of its investigation and conclusion. A denial by the insurance company does not relieve the Contractor of its responsibility to comply with contract provisions. If the Authority determines that the Contractor has performed responsibly in accordance with the contract provisions, which includes documentation of performance of an acceptable schedule of patrols, the Contractor will have no further responsibility under the Contract. The Authority will monitor claims by the public. If the Contractor fails to comply with this process or denies a claim without proper cause and justification, the Authority will settle the claim to the claimant's satisfaction at the Contractor's expense including Authority administrative expenses (\$250 minimum)."

107-10 MANAGING SURPLUS MATERIALS AND WASTE.

B. Spoil.

Delete the second and third sentences in the second paragraph and **Substitute** the following:

"Potential embankment slope flattening areas and/or spoil areas, which may be used for disposal of excess soil and rock and spoil on Thruway right of way, are shown on or listed in notes on the contract plans and/or in the contract proposal. Disposal of excess soil and rock and spoil in any other areas of the Thruway right of way, without the written permission of the Division Director or a designee, is prohibited. The Authority makes no assurance that appropriate spoil areas within the right of way will be available for this contract."

SECTION 108 - PROSECUTION AND PROGRESS

108-01 PROGRESS SCHEDULE.

Delete this section in its entirety and **Substitute** the following:

"108-01 START AND PROGRESS OF WORK.

A. General Requirements. No on-site work may be performed until the contract is awarded. The Thruway Authority may issue a Thruway Work Permit, for Contractor employees, to make field measurements before award of the contract is received. Unless otherwise indicated in the Schedule and Suspension of Work requirements, or if written consent to begin at a later date is given by the Division Director or his/her Agent, the Contractor must commence operations within 10 days of the award of this contract. The Contractor shall notify, in writing, the Chief Engineer and the appropriate Division Director, as well as any parties designated by the Authority, 10 days prior to starting or stopping work. The Contractor will be required to give the proper municipalities and utility companies at least 48 hours' notice before doing any work which may interfere with the operations of their utilities.

1. Pre-Award Project Schedule. At the pre-award meeting, or within such time as determined by the Thruway Division Director, the successful low bidder must furnish to the Engineer, a project schedule showing the order in which the Contractor proposes to carry on the work, the date on which it will start the major items of work and activities to be performed (including but not limited to excavation, drainage, paving, structures, mobilization, etc.) and the critical features (including procurement of materials, plant and equipment) and the contemplated dates for completing the same, considering seasonal weather limitations; and phase duration or milestone events, if applicable. The chart shall be in a suitable scale to indicate graphically the total percentage of work scheduled to be completed at any time. The Authority may also require that this pre-award schedule include a time and money curve.

2. Obligation to Progress the Project. The Contractor shall employ and supply a sufficient force of workers, materials and equipment and shall prosecute the work with such diligence so as

to maintain the rate of progress indicated on the progress schedule to prevent work stoppage and ensure completion of the project within the contract time. Any additional or unanticipated costs or expense required to maintain the schedule shall be solely the Contractor's obligation and shall not be charged to the Authority unless provided for in other provisions of the contract.

3. Failure to Submit Project Schedule. If the Contractor fails to submit a progress schedule within the time period described or any revision or update when required, the Engineer may withhold approval of progress payment estimates pursuant to Article 8 of the contract until such time as the Contractor submits the required progress schedule.

B. Detailed Requirements.

1. Schedule Requirements. The construction of the project shall be planned and recorded with a conventional critical path method (CPM) schedule in the form of an activity on node diagram based on the principles defined by the most recent issue of the Construction Planning & Scheduling Manual published by the Associated General Contractors of America. An activity on arrow diagram or Gantt chart may be used in conjunction with a CPM, if approved by the Engineer. The schedule shall be used by the Contractor for coordination and monitoring of all work under the contract including all activities of subcontractors, vendors, and suppliers. The cost of preparing the CPM schedule, including updating monthly shall be included in the total amount bid for all contract items.

The Contractor shall, within 30 calendar days after the award, submit a complete Schedule of Operations to the Engineer, fully describing the intended progress of the work and showing in detail how the work will be completed within the time limit specified in the contract, including completion of the intermediate phases as required to provide the number of open traffic lanes specified by the dates specified. This submission shall be in electronic format created using the latest version of the project scheduling software required as part of the Engineer's Office computer system. Additionally, a PERT chart styled hard copy printout shall also be provided to the Engineer. The purpose of this requirement is to insure adequate planning and execution of the work.

A pre-award and/or a pre-construction meeting will be held with the successful low bidder. At this meeting, it is expected that the successful low bidder will furnish, and be prepared to discuss, their complete schedule of operations, in CPM format. While not fulfilling mobilization item requirements, a 60 calendar day, preliminary schedule of proposed Contractor activities may be submitted at this meeting to enable the beginning of contract work preparation such as material orders, preparation of working drawings, and mobilization of equipment while the CPM schedule is being prepared. The Contractor's schedule will be used by the Engineer for coordinating Thruway operations, evaluating progress of the work, comparing the work performed to the contract time and phasing requirements, monitoring and coordinating the work of all related contracts, and to assign necessary resources for inspection and administration of the contract.

For "Incentive/Disincentive", "A+B Projects" or other forms of contract where project completion and/or phase completion is utilized to determine payments, no contract work items may be pursued on the project unless the complete schedule of operations has been submitted to and found acceptable by the Engineer. Any delay due to Contractor failure to submit an acceptable schedule is a non-excusable delay.

2. Schedule Submittal. As stated above, the Contractor must, within 30 calendar days after the award, submit a complete schedule of operations to the Engineer. Acceptance of the Contractor's Schedule as meeting the requirements of this subsection and the mobilization item shall not be construed to imply approval of any particular method or sequence of construction or to relieve the Contractor of providing sufficient materials, equipment and labor to guarantee completion of the project in accordance with the contract proposal, plans and specifications. Nor shall acceptance be construed to modify or amend the agreement or the date of completion therein. Schedules deviating from the Schedule and Suspension of Work requirements of the

contract are unacceptable, unless the Contractor has made application in a separate writing and received written approval of the requested change, and if such a schedule is inadvertently “approved” that “approval” will be invalid. Contractor requests for alternative scheduling to that outlined on the Plan Staging/Phasing and the Schedule and Suspension of Work requirements in this proposal, will be entertained as a request for a waiver of specifications. Bids shall be based upon the scheduling and phasing in the bidding documents.

3. Technical Requirements for the Schedule. The schedule of operations must be prepared in the critical path format utilizing activity nodes with identification numbers, arrows and pertinent symbols to fully describe the activities and their duration, the progress of the work and the order in which the Contractor proposes to carry on the work, the date on which it will start the major items of work (including but not limited to excavation, drainage, paving, structures, mobilization, soil erosion and sediment control, etc.), the critical features (including procurement of materials, plant and equipment) and the contemplated dates for completion of the same. No activity duration shall be longer than 15 work days. The NYSTA requires that the progress schedule, at a minimum, include the following items: (a) activities required for the performance of all items of work, including sequence and interdependence; (b) seasonal weather limitations; (c) time and money curve, and (d) all phase duration or milestone events, holidays and shutdown periods shall be shown as applicable.

The scheduled activities are to be described so that the work is easily identifiable and the progress of each activity can be measured. For each activity, the Contractor shall identify the trade or entity performing the work, the duration of the activity in days worked, the resources involved by trade, the equipment involved, the location of the work and the total dollar value. The Contractor shall also provide the works days per week, holidays, number of shifts per day, number of hours per shift, and major equipment to be used for each activity. If requested by the Engineer, the Contractor shall furnish production rates or other information needed to verify the reasonableness of the activity duration. Allowance for time lost to seasonal weather conditions such as precipitation and temperature, shall be included in the planning and scheduling of all activities.

4. Schedule of Submittals (TA-4010). In addition to the schedule of operations, within thirty (30) calendar days of the contract award, the Contractor must also submit a Schedule of Submittals (TA-4010) required under the contract. Submittals include shop drawings, working drawings, coordination drawings, required permits, erection/demolition plans, product data, samples, quality assurance and quality control submittals (i.e. design data, test reports, certificates, manufacturer’s instructions, or field reports) and information submittals. No portion of the work requiring a shop drawing or sample submission may be started until the appropriate submission has been approved by the Engineer. This schedule of submittals shall be coordinated with the list of subcontracts, and the schedule of operations, arranged in chronological order by dates required by the construction schedule and show a scheduled submission date for each submittal, identifying the earliest activity affected by each of the submittals (time allowance for reviews, any resubmittals, ordering, manufacturing, fabrication, and delivery must be included when establishing scheduled dates). This schedule of submittals shall be updated and revised monthly and/or with each schedule submission, to reflect the actual progression of the work. Failure to submit a revised Schedule of Submittals, as requested by the Engineer, shall constitute non-compliance in accordance with the provisions of the contract.

5. Contingency within the Schedule. Any contingency within the schedule, i.e. a difference in time between the project's early completion and required contract completion date, and "float" in the approved CPM construction schedule belongs to the project and not to any party to the contract.

6. Float Manipulation Not Permitted. The Contractor shall not sequester “float” through such strategies as calendar manipulation, or extending durations to fill up available float time.

7. Schedule Maintenance and Required Updating. During the time of the contract, the Contractor is required to maintain an "as-built" schedule updated and revised monthly reflecting the actual progression of the work, showing actual dates of activities started and completed, the percent of work completed to date on each activity started but not yet completed, the current allocation of staff resources and major equipment and the status of critical materials showing actual progression of the work vs. the approved schedule. The schedule of actual progression shall be available to the Engineer at all times. The Contractor shall also provide updated activity number sorts, total float early start sorts, a 60 day look-ahead bar chart, and a narrative report. The narrative report shall include a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and mandated contract dates, and the explanation of corrective action taken or proposed. Failure to submit an "as-built" schedule and monthly schedule updates, or updates as requested by the Engineer, shall constitute non-compliance in accordance with the provisions of the contract.

The Engineer will conduct periodic reviews of the updated schedule at progress or other meetings. This review, which may address slippage, remedies, revisions, and other relevant issues, may result in the need for submission of revised schedules. The Contractor's appropriate field and scheduling personnel must attend this review.

If, in the opinion of the Engineer, the specified work falls behind that schedule, the Contractor shall take such actions as necessary to improve its progress. If the Contractor is behind schedule any month, the Contractor shall indicate what measures it will take in the next thirty (30) days to put the work back on schedule so as to meet the contract completion date specified in the contract. The Contractor shall not be entitled to any additional compensation unless provided for in other provisions of the contract on account of the requirements to put the work back on schedule. In preparing the revised schedule, the Contractor shall consider increasing its work force, construction plant and equipment, or the number of work shifts, etc. If the Engineer finds the proposed plan not acceptable, he/she may require the Contractor to submit a new plan. The Authority may request that progress meetings be held by the Contractor at least on a monthly basis and be attended by the Engineer who shall monitor the Contractor's progress and performance.

8. Changes to the Approved Project Schedules. The CPM construction schedule must accurately reflect the manner in which the Contractor intends to proceed with the project and shall incorporate the impact of delays and orders-on-contracts when these factors can be accurately determined. All changes made to the schedule, i.e. the addition of activities, changes in logic or changes in the activity durations shall be submitted in writing and shall be subject to approval by the Engineer before inclusion in the CPM construction schedule. To initiate changes to the approved schedule, the Contractor must meet with the Engineer and provide the information necessary to prepare a revised (updated) activity on node diagram. No revision to any contract milestones, or contractually mandated schedule provision will be permitted without written authorization from the Engineer.

9. Compliance with the Schedule. The Contractor will be required to proceed with the construction in a sequence that is consistent with the "Schedule of Operations" or to submit a revised schedule. Should the Contractor or any subcontractor fail to maintain progress according to schedule or cause delay to another Contractor or subcontractor, that Contractor or subcontractor shall provide such additional manpower, equipment, additional shifts, or other measures as directed to bring the operations back on schedule.

The Contractor shall employ and supply a sufficient force of workers, materials and equipment and shall prosecute the work with such diligence so as to maintain the rate of progress indicated on the approved schedule to prevent work stoppage and ensure completion of the project within the contract time. Any additional or unanticipated costs or expenses required to maintain the schedule shall be solely the Contractor's obligation and shall not be charged to the Thruway Authority unless provided for in other provisions of the contract. In the Event a notice is received of a change to the contract which is likely to cause or is causing delays, the Contractor

shall notify the Engineer, in writing, within 10 calendar days of the effect, if any, of such change, or extra work, or suspension or other conditions upon the project construction schedule and shall state in what respects, if any, the approved CPM construction schedule should be revised with the reasons therefore. The reasons for these revisions must be succinct, comprehensive, and factual to merit consideration.”

108-02 COMPLETION DATE

Delete the first paragraph and the first sentence of the second paragraph and **Substitute** the following:

“Unless an extended time for completion has been granted, the completion of all work under this Contract shall be accomplished on or before the specified completion date for the entire project and the work shall be completed on the intermediate phases as required to provide the number of open traffic lanes specified by the dates specified. In order to comply with this requirement, the Contractor must employ sufficient forces of labor, materials, and equipment to progress the work in an expeditious manner. The Contractor’s attention is directed to the fact that multi-shift operations may be required. Also, the Contractor may elect to work at night in order to complete work by the specified phase or project completion dates. If night work operations are requested, the Contractor shall seek the Authority’s guidance. Unless otherwise stated in the contract documents, when electing to work at night, work shall be in accordance with Section 619-3.19 *Nighttime Operations*. The cost of furnishing any or all labor, protective measures, lighting and equipment necessary to accomplish the nighttime work operations to the satisfaction of the Engineer shall be included in the total sum bid for the Basic Work Zone Traffic Control item.”

108-03 FAILURE TO COMPLETE WORK ON TIME

B. Liquidated Damages.

Delete the third sentence “Liquidated Damages will not apply to contracts containing no work within the roadway limits.”

Add the following:

“C. Failure to Complete Stage/Phase on Time. Should such be a term and condition of the Contract, the amount specified in the proposal for “liquidated damages” shall be calculated, as specified, and deducted from any money due the Contractor, as long as work shall remain uncompleted for a stage/phase after the date specified in the contract for an intermediate completion.

D. Failure to Complete Stage/Phase/Contract Prior to Official Shutdown per the Contract. Unless otherwise specified, if traffic is not returned to its normal lanes in accordance with Section 108-07 *Official Shutdown Period* by the 30th day of November, the Contractor shall not cease work on any items required for the safe return of traffic to its normal lanes in preparation for an official shutdown and the onset of winter weather conditions and Authority snow and ice control maintenance. In addition, the Contractor shall take all measures available, both ordinary and extraordinary (e.g., temporary surfacing, use of winter concreting methods, erection of heated work enclosures, use of precast concrete elements, etc.) to progress stage/phase/contract completion, until Thruway or local traffic is returned to its normal lanes and an official shutdown is able to be instituted (See section 108-07). Any additional efforts or temporary works, as may be necessary, are solely the Contractor’s responsibility; they shall be subject to approval by, and performed at no additional cost to the Thruway Authority. For each calendar day that any work shall remain uncompleted for a stage/phase/contract prior to an official shutdown, the amount per calendar day specified in the proposal for “liquidated damages” shall be deducted from any monies due the Contractor.

E. Damages Due to Other Non-Performance. If, in the opinion of the Engineer, specific conditions of the contract are not being fully adhered to by the Contractor or his subcontractors (e.g. the

work area is not maintained in accordance with the Thruway Traffic Plan, the Schedule and Suspension of Work Restrictions), all remedies under the contract will be addressed. In addition to other remedies, special specifications and/or special notes may stipulate that liquidated damages be deducted from any money due the Contractor, not as a penalty but as liquidated damages; until the violation or violations are corrected to the satisfaction of the Engineer. Unless otherwise stated in the contract documents:

1. Multiple violations in any calendar day shall be assessed with a like number of liquidated damage charges; and
2. The amount of each assessed liquidated damages shall be the amount per calendar day specified in Table 108-1 *Schedule of Liquidated Damages*.”

108-05 SUBLETTING OR ASSIGNING THE CONTRACT.

Add the following to the first paragraph:

“Subcontractors will not be approved by the New York State Thruway Authority until such time as they are registered with the New York State Department of State. In no event shall the Contractor perform work amounting to less than 30 percent of the original total contract price, including specialty items, with its own organization.”

Delete the second, third and fourth sentences in the second paragraph and **Substitute** the following:

“Subcontractors and truckers requiring approval shall not begin work until approval has been granted by the Director, Construction Management. Work shall not be assigned by a subcontractor to a lower tier subcontractor. Work performed by a subcontractor requiring approval prior to receiving approval will be suspended by the Engineer and payment for work done prior to approval will be withheld.”

A. Subcontractors.

Delete the second bulleted sentence under “Subcontractor approval is not required for” and **Substitute** the following:

- Services.
- Firms that perform the on-site completion of a portion of the work that does not constitute a complete contract item, and that occurs over less than an aggregate of 10 work days on the contract site.

108-07 SEASONAL SHUT-DOWN.

Delete this section in its entirety and **Substitute** the following:

“108-07 OFFICIAL SHUTDOWN PERIOD. An official shutdown period may be included in the contract documents. During an official shutdown period, all field construction activities shall be suspended. For the safety and convenience of the traveling public during the official shutdown period, the Contractor shall comply with the following:

1. The traveled way shall have full lane and shoulder capacity restored, without crossovers, lane restrictions or diversions. Shoulders shall be paved.
2. The traveled way shall be smooth, free from defect or distress, and free of surface irregularities and depressions that hold or retain water.
3. The traveled way shall be well drained with all drainage facilities and ditches fully open and operative to adequately drain the traveled way and the remainder of the right-of-way areas.

4. The traveled way shall be fully delineated by pavement markings, signs, delineators, and guiding devices. Use of cones, barrels, or barricades for delineation during an official shutdown during winter months is unacceptable unless required in the contract documents.
5. The traveled way shall have roadside obstacles and hazards protected by either intact existing or newly constructed safety appurtenances.
6. Materials or equipment shall not be left in front of or within the deflection distance behind guide rail and safety appurtenances so as to compromise their performance.
7. All temporary or permanent erosion control shall be in place for any disturbed areas; any seeded areas mulched with cellulose mulch that have not established a vegetative cover shall be protected by the addition of a layer of straw mulch.
8. The work site shall be in a clean and orderly condition, and all rubbish, unusable and waste material resulting from operations shall be removed from the site.
9. Recycled and/or virgin bulk or other materials awaiting installation shall be properly stored, stockpiled, and sited or protected so that they shall not constitute a traffic hazard nor interfere with drainage courses.

During an official shutdown period, the Authority will assume responsibility for minor roadway repairs and snow and ice control, and will respond to all incidents within the contract limits, as is done outside of the contract limits. However, repair of major failures in the traveled way and any activities related to work performed or completed by the Contractor shall remain the Contractor's responsibility. The establishment of an official shutdown period shall not be cause for change in the Contractor's insurance requirements or for any change in liability for the Contractor's actions or negligence. The start of an official shutdown period shall be subject to a field acceptance by the Engineer to ensure that the traveled way, within the contract limits, will safely carry traffic throughout the shutdown period and that the work site is in proper condition to be left unattended for the shutdown period."

Add the following:

"108-08 WORK DURING OFFICIAL SHUTDOWN PERIODS. Although an official shutdown period is defined as a period during which all field construction activities are suspended, the performance of specific work may be allowed or even required during such periods by the Schedule and Suspension of Work or by Contractor request, as approved by the Division Director. During this time, the Contractor shall not interfere with the operations of the Thruway Authority, and all Thruway or local traffic must be safely maintained by the Contractor (see §108-07) in its normal lanes and all conditions for the official shutdown shall be maintained at all times. No lane closures or other interference with traffic may be instituted during an official shutdown period without the advance permission of the Division Director.

If, in the opinion of the Engineer, any of the contract requirements assuring that the traveled way, within the contract limits, will safely carry traffic are not fully adhered to by the Contractor or their subcontractors, no payment will be made for the Basic Work Zone Traffic Control item and liquidated damages, if any, will also be assessed for that day or days until the violation or violations are corrected to the satisfaction of the Engineer. If the Basic Work Zone Traffic Control item is not included in the proposal, the deduction for violation of these contract requirements shall be in accordance with table 619-6, Basic Work Zone Traffic Control Non-Payment, as amended by this Addendum, for each day that the violation occurs. This amount shall be deducted from monies otherwise due the Contractor.

In making application for any waiver of specifications or contract requirements, the Contractor agrees that any waiver granted by the Authority is exclusively for the Authority's benefit and purposes, and as such is subject to revocation without requirement for advance notice or statement of cause. Also, approval or disapproval of requests for waivers will be transmitted without statement of reason or cause, and shall not be subject to administrative review or appeal under the contract. Any additional efforts or temporary works, as

may be necessary to progress work during an official shutdown period are solely the Contractor's responsibility; they shall be subject to approval by, and performed at no additional cost to the Thruway Authority."

SECTION 109 – MEASUREMENT AND PAYMENT

109-04 PARTIAL PAYMENTS.

Add the following:

"For documentation purposes, this payment is converted into and paid for as a specific quantity of that Item (ton, feet, each, etc.), according to the Item's specification."

109-05 EXTRA WORK AND TIME RELATED COMPENSATION.

B. Force Account Work.

1. Contractor Costs.

a. Labor.

ADD "as detailed in the subsections below" to the end of the first sentence.

(1) Wages and Fringe Benefits.

DELETE the first and second sentences in the first paragraph and **SUBSTITUTE** the following:

"Each class of labor will be reimbursed separately at the actual payroll rate. An average rate based on different classes of labor will not be accepted. The wage rate, and fringe benefit rate, for an individual worker may be up to 150% of the prevailing wage rate, for the work being performed, provided the Contractor documents through certified payrolls that the worker has and continues to be paid more than the prevailing wage for contract work."

(3) Workers Compensation Insurance.

Add the following:

"Individual self-insured contractors shall provide a copy of their NYS Workers Compensation Board Self Insurance Security Deposit Calculation for the purpose of determining reimbursement."

b. Materials.

Add the following after the third sentence in the first paragraph:

"Transportation charges shall be included on the invoice when appropriate. When transportation is paid for as equipment and operator, and the equipment and operator perform additional work, not related to material delivery, the portion of the transportation charges allowed for "materials" shall be prorated appropriately."

c. Equipment.

(2) *Ownership Costs.*

Add the following to the end of the second paragraph:

“Upon request, the Contractor shall provide the Engineer with the documentation that was submitted to and used by the Blue Book to establish the modified rates.”

Add the following to the end of the fourth paragraph:

“For the purpose of calculating non-operating hours, the total of the operating hours plus the non-operating hours shall neither exceed 8 hours in a day nor 40 hours in a week.”

Delete “176 hours a month” at the end of the sixth paragraph and **SUBSTITUTE** “176 hours per 30 day period.”

(3) *Operating Costs.*

Add the following after the word “consumables” in the first sentence:

“unless specifically mentioned in the Blue Book as being included in the equipment rate”

(4) *No Established Rate.*

Add the following after the first sentence:

“Upon request, the Contractor shall provide the Engineer with the documentation that was submitted to and used by the Blue Book to establish rates.”

(6) *Backup Equipment.*

Add the following after the first sentence:

“Reimbursement shall be limited to 8 hours per day and 40 hours per week.”

d. Insurance.

Delete the first sentence and **Substitute**:

“The contractor will be reimbursed for Commercial General Liability, Commercial Umbrella Liability, Owners/Contractors Protective Liability, Builders’ Risk, and Railroad Protective Liability insurances required in accordance with 107-06 Insurance, at the rate paid by the Contractor, in accordance with the method procured from its insurer(s).”

(2)

Delete “§109-05B.1.a. through §109-05B.1.f.” and **Substitute** “§109-05B.1.a. through §109-05B.1.c. and §109-05B.1.e. through §109-05B.1.f.”

D. Time Related Dispute Compensation.

3. Non-Recoverable Costs.

- a. **Delete** “109-05D.1.h” and **Substitute** “109-05D.1.i”.
- b. **Delete** “109-05D.1.i” and **Substitute** “109-05D.1.j”.

109-06 CONTRACT PAYMENTS.

Delete “\$1,000” in the first paragraph and **Substitute** “\$5,000”.

Delete “\$50,000” in the first paragraph and **Substitute** “\$100,000”.

For Non-Federal Aid Contracts Only:

Add the following to the end of the first paragraph:

“When a performance bond is approved, 5% shall be retained from each progress payment or estimate until final acceptance of the work.”

Add the following to the end of the fourth paragraph:

“If the contract is funded by monies from the New York State Department of Transportation, separate payment may be made by both the State of New York and the New York State Thruway Authority.”

Delete the last paragraph and **Substitute** the following:

“The following Contractor submittals covering the current estimate period must be submitted to and checked by the Engineer for the Engineer's certification that payment can be made:

- a. If Form AAP-21c is not being used, a notarized Affidavit of Payment to Subcontractors, NYSTA Form TA 44118 (or notarized NYS HC 258 form); required for every estimate after the Contractor has received their first payment.
- b. Certified payrolls for the Prime and each Subcontractor.

The Contractor’s attention is called to the fact that processing of progress payments is contingent upon Contractor documentation of compliance with all Contract requirements. Forms listed below may be required and shall cover the period since the last reporting period. Specific forms and schedule will be stipulated at the pre-award or pre-construction meeting: TA 1017-9 Employment Utilization Reports (Contractor, Each Sub, Composite; No Negative Reports Required), TA 1023-9 Subcontractor Payment, and TA 1046-9 Weekly Training Progress Report. In addition the following reporting shall reflect up-to-date status: TA 1022-9 D/M/WBE Utilization, TA 1024-9 Workforce and Training Utilization Plan, TA 1041-9 Training Report, TA 1058 Actual Utilization Plan for all Subcontractors, and TA 1064-9 Contractor’s Annual EEO Report.

No completed quantity will be included in the progress payment unless all required documentation for the installation is received in a timely fashion. Failure by a Subcontractor to provide certified payrolls and/or required documentation for the performance of their work items will make those work items ineligible for inclusion in the Prime Contractor’s progress payment.

No direct payment will be made for any of the work described and specified under the caption “General Notes” or for any work described and specified under the caption “Special Notes” unless specifically stated in the note. The cost there of shall be included in the prices bid for the various contract items.

The value of the Engineer's office and the mobilization item are not included in the calculation of the work done for determining eligibility for the first progress payment.

The Department of Engineering has determined that it will require an audit period of thirty (30) days for all progress billings. All payments made under this contract will be processed in conformation with Public Authorities Law §2880, as detailed in 21 NYCRR Part 109 (Prompt Payment), which requires the Authority to make payment on highway construction projects within certain time frames. If the Authority unjustifiably fails to pay within the prescribed time, it may be required to pay interest for each day in excess of the prescribed time."

For Non-Federal Aid Contracts Only:

109-07 PROMPT PAYMENTS BY THE CONTRACTOR.

Delete all the information in this section and **Substitute** the following:

"In accordance with Section 139-f(2) of the State Finance Law, the Contractor shall pay each Subcontractor and materialman for the value of work performed pursuant to contract no later than seven (7) calendar days from the receipt of each payment the Contractor receives from the Authority. Payment by the Contractor to Subcontractors or materialmen shall reflect the quantities or percentage of work completed by the Subcontractor or materials furnished by the materialman, and paid by the Authority; and such payment shall be based upon the actual conditions of the subcontract or purchase order.

The Contractor may retain not more than 5% from each progress payment or estimate from the subcontractor and/or materialman until final acceptance of work. The Contractor may deduct an amount necessary to satisfy any claims, liens or judgments against a Subcontractor or materialman which have not been fully discharged.

When the Contractor and subcontractor determine that all work items and/or activities of the subcontractor have been satisfactorily completed and paid for, thereafter the Contractor shall pay the retained amounts (if any) to that subcontractor within forty-five (45) days after receipt of an invoice from such subcontractor. The retained amount shall be paid irrespective of whether the Authority has released the retained amounts to the Contractor.

Any delay or postponement of payment from the above-referenced time frames for payment or return of retainage may occur only upon written notice to the Engineer with a written explanation of the reasons for the delay or postponement.

The Contractor shall maintain an accounting system acceptable to the Authority to track payments made by the Authority to the Contractor and payments made by the Contractor to each Subcontractor, Manufacturer, Fabricator or Material Supplier by item and by date. The Contractor shall enter payment data into the current Authority approved civil rights reporting system in accordance with Section 105-21 *Civil Rights Monitoring and Reporting*, with any exceptions noted and explained."

109-09 FINAL ACCEPTANCE AND FINAL AGREEMENT.

C. Contract Final Acceptance.

Add the following:

"Items in the contract will only be accepted, in place, at the time of the Final Contract Inspection by the New York State Thruway Authority, providing they were of satisfactory quality at the time of construction and are still of satisfactory quality at the time of the final inspection. The following three (3) inspections will be made in addition to the normal inspections to ensure all contract requirements are met and the work is complete and acceptable. The purpose of each of these inspections is to

furnish the Contractor a written list of contract exceptions, omissions, and deficiencies so that the work can be progressed to timely completion in accordance with the contract documents.

1. Detailed Inspection. The detailed inspection will be made when the work is substantially complete. A copy of the detailed inspection list will be furnished to the Contractor. When this inspection progresses over any length of time, copies of the list will be furnished as the inspection progresses so that the Contractor may proceed with the required work without delay.

2. Final Inspection. The Contractor will be advised of the date and time of final inspection. A copy of the final inspection list containing all incomplete or unsatisfactory items and the time allowed to complete the work will be furnished to the Contractor.

3. Joint Inspection for Physical Completion. The joint inspection for physical completion will be made by the Engineer accompanied by the Contractor and the representatives from the Authority to verify completion of the exception items listed in the final inspection list. The verification of the completeness of all the exception items will enable the "Acceptance" by the Chief Engineer. The purpose of having the "Acceptance Date" is to establish and record a date when all physical work of a contract is completed in accordance with contract requirements and to provide for the date of commencement of any guarantee period and a firm date in the consideration of the liquidated damages.

For non-federal aid projects, upon final acceptance, seventy percent (70%) of the withheld retainage may be released."

D. Final Payment.

Delete all the information in this section and **Substitute** the following:

"The provisions of Article 10 of the Contract Agreement shall apply. All payments made under this contract will be processed in conformation with Public Authorities Law §2880, as detailed in 21 NYCRR Part 109 (Prompt Payment) per §109-06. The Department of Engineering has determined that it will require an audit period of sixty (60) days for a final billing. In order for the Authority to process the final supplemental agreement and the final payment in an expeditious manner, Contractors are advised of the following general procedure:

Following the completion of all required work and a final inspection by the Authority, the Contractor shall have 30 calendar days to provide the following documents and submissions to the Engineer:

- Final documentation to support any Outstanding Claims and Disputes filed during the progress of the work;
- Extra Work Cost Accounts;
- Final Supplemental Agreement (TA 4108A,B, & D), with or without signature;
- Final Labor Affidavits (TA 44115-9);
- Wage Rates Subcontractor (TA 44105-9);
- Approved Reproducible Shop Drawings;
- Material Certifications;
- Certified Payrolls;
- Tax Clearance for "Foreign" (out of State) Corporations or entities;
- D/M/WBE Payment Report (TA 1023) (Note: The TA 1023 report is provided to the NYSTA OEOC until all payments are complete. Status at this time should reflect all paid contract quantities) Final Actual Utilization Plan for All Subcontractors (TA 1058; for FA Projects use TA 1058F);
- Non-Revenue Pass Plates.

The above list is general, every item may not be applicable to every contract and other documents and submissions may be required to properly process the final supplemental agreement. Any time taken by the Contractor beyond the 30 calendar day period after final inspection to satisfy or furnish the above information may delay the approval of the final supplemental agreement and the subsequent final payment process. The final supplemental agreement must be approved by the State Comptroller before the final payment process can begin.”

F. Initiation of Claim.

Delete this section in its entirety and **Substitute** the following:

“F. Acceptance of Final Payment. The acceptance by the Contractor, or by anyone claiming by or through the Contractor, of the final payment shall constitute and operate as a release to the Authority from any and all claims of any liability to the Contractor for anything theretofore done or furnished for or relating to or arising out of the work done thereunder, and for any prior act, neglect, or default on the part of the Authority or any of its officers, agents, or employees unless the Contractor serves a detailed and verified statement of claim upon the Authority not later than 40 days after signature of final agreement by the Contractor. As contract payments are routinely made via electronic funds transfer, and final agreements do not include any further payment to the Contractor, acceptance of final payment shall be deemed to be signature of the final agreement by the Contractor, or signature of the final agreement by the Chief Engineer if the Contractor has failed to respond within 180 days after being provided the final agreement. Such statement shall specify the items and details upon which the claim will be based and any such claim shall be limited to such items. Should the Contractor refuse to accept the final payment it shall constitute a waiver of any right to interest thereon.

Notwithstanding the provision of the Court of Claims Act or of any other statute, the Contractor expressly understands and agrees that no action shall lie or be maintained by the Contractor, or anyone claiming by or through the Contractor, against the Authority upon any claim arising out of or based upon this contract or by reason of any act or omission or requirement of the Authority or its agents, unless such action shall be commenced within six months after delivery of the final payment. No payment to the Contractor by the Authority shall limit or qualify any defense, claim or counterclaim otherwise available to the Authority relating to this contract.”

For Non-Federal Aid Contracts Only:

109-10 UNCOMPLETED WORK AGREEMENTS.

Add the following after the last paragraph:

“In lieu of the above, providing there is sufficient contract retainage, the Contractor may authorize the Authority to continue to withhold a portion of the cash and/or securities, retained from contract payments, equal to at least double the value of the uncompleted work agreement. All other provisions of this subsection shall remain in force and unchanged.”

Add the following:

“109-11 RECOVERY OF MONIES BY THE AUTHORITY. Whenever it is provided in the contract documents that the Contractor shall pay or return monies for any reason, or that the Authority or Engineer may charge against the Contractor certain costs, assessments, or fines, or that the Authority can recover any sum for any reason from the Contractor, the Authority may offset the monies from amounts otherwise due to

the Contractor. It is understood that the Authority may determine, in its sole discretion that any monies are due the Authority, and upon such determination it has available to it any monies due or that may become due the Contractor under the contract and any other contracts between the Contractor and the Authority.

Such other contracts shall include joint ventures in which the Contractor is a participant but only to the extent of its participation. The right to offset against the Contractor as herein provided is in addition to and does not affect the right of the Authority to seek recovery against the Contractor or surety under the contract, bonds, or as otherwise allowed by the law.”

Section 200

EARTHWORK

SECTION 203 – EXCAVATION AND EMBANKMENT

203-1.01 Definitions.

H. Suitable Material.

Delete the last two paragraphs and **Substitute** the following:

“Reclaimed Asphalt Pavement (RAP) and Recycled Portland Cement Concrete Aggregate (RCA) shall not be considered suitable materials for embankment or side slope construction.”

203-3.02 Unclassified Excavation and Disposal.

B. Disposal of Surplus Excavated Materials.

Add the following:

“Spoil areas, which may be used for the disposal of surplus construction materials on Thruway right-of-way, are shown on or listed in the contract plans and/or the contract proposal. Disposal of surplus construction materials in any other areas on Thruway right-of-way, without the written permission of the Division Director or designee, is prohibited.”

Section 400

HOT MIX ASPHALT

SECTION 401 – PLANT PRODUCTION

401-1 DESCRIPTION.

Add the following:

“The Engineer is responsible to maintain a program of quality documentation, quality assurance, inspection, and sampling to provide reasonable assurance to the Thruway Authority, as Owner, that both hot mix asphalt materials and pavements in the completed construction substantially conform to contract requirements. The Engineer shall be afforded access to the Contractor’s or Producer’s plant, equipment, and testing results for checking the performance of the Contractor’s approved quality control procedures.

The Contractor shall provide labor, equipment and traffic control to take samples and to assist the Engineer in checking grades and surface smoothness, costs thereof to be included in the bid prices for the individual items. In areas where there is an apparent or suspected deficiency, the Contractor shall collect core samples for the Engineer on request. The Contractor shall patch all areas where samples are taken with hot mix asphalt properly tamped to fill all voids and struck off flush with the surface, A.O.B.E.

The Engineer will review and verify the performance of the Contractor's Quality Control Plan. Finding Contractor failure to competently perform Quality Control as submitted shall constitute cause for total rejection of the involved paving and/or other action as may be indicated by the finding. The Engineer may at any time, notwithstanding previous sampling, reject and require the Contractor to dispose of any batch of bituminous mixture that does not meet mix design properties and/or specification requirements due to temperature, oxidation, contamination, segregation or incomplete coating of aggregate. Such rejection may be based on only a visual inspection, see also section 105-08.

The Engineer's Testing Laboratory is responsible to perform quality assurance testing as delineated in the Item Specification and in Materials Method 5.16. The Contractor's attention is directed to the fact that NYSDOT MM5.16 and other inspection methods employed by the Thruway Authority are quality assurance plans, not quality control plans. The Contractor is cautioned not to depend upon the results of the Authority's inspection tests and methods for project quality control. Results of any retesting, except in the case of an obvious error in the original testing, shall be combined statistically with the original test, and allowable tolerances reduced statistically for the modification of testing method."

401-2 MATERIALS.

401-2.01 Hot Mix Asphalt Designs.

Delete the first paragraph and **Substitute** the following:

"For each bituminous mixture required by the plans or the proposal, the Contractor shall formulate and submit to the Engineer, a SUPERPAVE Mix Design and a Job Mix Formula (JMF) that satisfies the requirements of this section and the mixture design criteria as written in Materials Method 5.16, Superpave Hot Mix Asphalt Mixture Design and Mixture Verification Procedures. In addition, the JMF shall state the mineral aggregate sources and types, the grade and source of bituminous material used in the mixture, and the type and source of any asphalt fillers, additives, anti-strip agents or modifiers.

The Contractor is responsible for procuring the samples of materials, and performing the required SUPERPAVE mix design tests in accordance with NYSDOT Materials Method 5.16, SUPERPAVE Hot Mix Asphalt Mixture Design and Mixture Verification Procedures. An independent testing firm may be employed if they have sufficient experience and expertise to accomplish the desired tests. The name of such intended firm shall be submitted to the Authority for approval prior to any tests being performed. The Authority or its representative may monitor the entire testing procedure. SUPERPAVE Mix Design testing may be waived by the Engineer for a JMF submitted with evidence of recent NYSDOT Regional Approval. If applicable, NYSDOT Regional approved JMF and SUPERPAVE Mix design must be produced using asphalt cement treated with an approved heat stable anti-stripping additive.

If for any reason a change in production plant, aggregate, asphalt, asphalt modifier, or anti-strip additive occurs or is contemplated, a separate JMF and SUPERPAVE mixture design to fit each change in material or gradation shall be submitted for the review of the Engineer. Changes in Performance Graded Binder content or anti-strip additive can be made by the Division Construction Engineer or representative, providing the resultant mixture has properties within the specified mechanical and volumetric properties.

Review of the Contractor's Mix Design is for reasonableness only. Authorization to begin production shall not constitute an acceptance or endorsement of the methods or the quality of materials so produced and controlled, which shall be the sole responsibility of the Contractor."

401-2.02 Aggregates.

Add the following to the second paragraph:

“Crushed gravels utilized for coarse aggregate in the production of any Hot Mix Asphalt Mixture to be placed on traffic lanes and ramps on the Mainline Thruway and Spurs shall be processed so that 90% of all particles larger than 4.75 mm have a minimum of two (2) fractured faces and 95% shall have a minimum of one (1) fractured face. Where MM 5.16 requires higher percentages of fractured faces, the higher percentages shall be used.”

401-2.04 Performance-Graded Binder.

Add the following:

“Only Mixtures submitted with evidence of current NYSDOT Regional Approval will be accepted for use. In addition, all SUPERPAVE mixtures and NYSDOT Regional approved SUPERPAVE mixtures shall be evaluated to determine moisture susceptibility in accordance with AASHTO T283, "Resistance of Compacted Asphalt Mixtures to Moisture Induced Damage.”

SECTION 402 – HOT MIX ASPHALT (HMA) PAVEMENTS

402-2 MATERIALS.

402-2.01 General.

Add the following:

“At the Pre-Award or Pre-Construction Meeting, the Contractor shall submit the name and location of the intended sources of supply for all bituminous pavement products. Hot mix asphalt will be accepted only from a NYSDOT approved automated plant certified in accordance with Materials Method 27.”

402-3 CONSTRUCTION DETAILS.

402-3.01 Temperature and Seasonal Limitations.

B. Seasonal Limits.

Add the following:

“Weather and Seasonal Limitations may be waived based on written application to the Division Director, cc the Engineer, for specific paving operations under specific conditions or during specific time periods. Such applications must be accompanied by a detailed explanation of the Methods and Quality Control Procedures that will be utilized by the Contractor, at no additional expense to the Authority, to assure and demonstrate to the Authority that uniformly acceptable end product results are being achieved. Such application shall also include a detailed explanation of why the work could not be performed in conformance with the contract, and delineate the benefits that will accrue to the Authority and the Public if the requested waiver is granted.

If a waiver is granted, the Contractor shall be strictly limited to those operations approved, including performance of the Methods and Quality Control Procedures submitted. In making application for a waiver, the Contractor agrees that any waiver of restrictions granted by the Authority is exclusively for the Authority’s benefit and purposes, and, as such, is subject to revocation without requirement for advance notice or statement of cause. Approval or disapproval of requests for waiver will be transmitted without statement of reason or cause, and are not subject to administrative review or appeal under the contract.”

402-3.06 Spreading and Finishing.

E. Reference Line.

Add the following:

“For paving at structures, including approaches, the use of a taut reference line will be required to insure satisfactory paving results for all structures pavement courses. The substitution of a “ski”, “floating beam” or other type of moving reference will not be permitted on asphalt pavers used on structures pavements.

For mill and repaving work, automatic HMA pavers shall be equipped with a moving reference of at least 30 feet in length, i.e., grade averaging system. Physical reference for grade, slope and profile control shall be from the milled surface in front of the paver and the freshly laid hot mat in back of the paver. The Engineer may approve another grade control system, as long as it meets the above criteria.”

G. Top Course Texture and Color.

Add the following:

“Subsurface course bituminous concrete mixtures may be delivered from more than one plant providing that no placing or compaction difficulties are evident to the Engineer. Surface course mixtures shall not be delivered from more than one plant without the express permission of the Engineer.”

402-3.09 Joints.

B. Longitudinal.

Delete the second paragraph and **Substitute** the following:

“Unless otherwise permitted in the contract documents, the HMA shall be laid such that no significant pavement surface disturbance is created between active lanes at the completion of the working day. The maximum longitudinal edge elevation (step) change shall be 0.5”.

For mill and repaving work, HMA top course shall be laid in such a way to insure the requirements of surface tolerance and ride quality result. Minor deviations in elevation (<1 inch) of the longitudinal joint (an edge) may occur when paving against existing (pre-contract) asphalt. When this edge is exposed, appropriate warning signs and temporary striping shall be provided as shown on the detail “Thruway Traffic Plans for Uneven Lanes”.

Approval to leave any type of surface disturbance or an exposed edge must be requested in writing in advance of paving operations. If approval is granted to leave a longitudinal pavement joint, of any type, exposed to traffic, the paving operation shall be planned so the edge is only exposed to traffic for one day/night and the adjacent lane shall be paved during the next allowable paving period in accordance with the Schedule and Suspension of Work restrictions of the contract. Weekend evenings are considered allowable paving periods when allowed by the Schedule and Suspension of Work. Therefore, the Contractor shall pave on a weekend evening if an edge is exposed.”

2. Option B - Tapered Wedge Joint.

Add the following:

“Approval to use tapered wedge joints and/or to expose Thruway Traffic to the resultant pavement surface disturbance must be requested in writing one (1) week in advance of the paving operations. If approval is granted to leave a tapered wedge joint exposed to traffic, the paving operation shall be planned and executed so the edge is only exposed to traffic for one night and is not exposed over weekends or holiday periods in accordance with the Schedule and Suspension of Work restrictions. Tapered wedge joints will be approved for use only in conjunction with

multi-lift pavement overlays or new pavements. Unless required by and shown in the contract documents, longitudinal tapered wedge joints shall not be utilized in conjunction with single lift pavement projects; nor will a temporary longitudinal tapered wedge constructed by pavement milling operations be approved.”

C. Exposed Longitudinal Joint.

Delete this section in its entirety.

Add the following:

“402-3.15 Correction of Deficiencies. If any portion of pavement fails to comply with minimum acceptable quality requirements, the Contractor is required to make corrections as directed by the Engineer and as herein specified. It is required that such corrections will be made as work progresses and not reserved for a separate operation at some later date. No payment will be made for material placed in excess outside of the specified allowable tolerances over grade or nominal plan dimensions, for corrective work of any type, or for material that must be removed to correct deficiencies. Time lost on the Contractor’s CPM schedule due to the necessity to perform corrective work is time fully under the Contractor’s control and is neither compensable nor excusable.

The Contractor shall replace deficient pavements as directed by the Engineer and in accordance with §105-08 *Removal of Unacceptable and Unauthorized Work* so as not to interfere with the operations of the Thruway Authority or others using the area. Existing pavement shall be removed as necessary to provide square joints for the full depth of the course. The Engineer will verify the thickness of the hot mix asphalt mat after compaction using a penetration probe; average thickness of a subplot would be determined by averaging five such readings. The area for correction of deficiencies in surface smoothness and surface grade tolerance shall be those areas which fail to satisfy quality requirements. The area to be replaced for deficiency of in-place voids shall be the total area paved with the deficient paving lot.

- A. For minus thickness deficiencies in a subplot of the surface course, the only acceptable repair methods are removal and replacement or placement of an overlay layer. The corrective work shall begin and end at a rebate; feather edging will not be permitted.
- B. Where more than 1/4 inch above the required grade, correct deficiency by removal as necessary to comply with the specifications, except where an approved contour pattern satisfying riding quality and drainage as shown on the contract drawings has been established to the satisfaction of the Engineer.
- C. For deficiency in smoothness tolerance, correct any deficiency by means approved by the Engineer and subject to all other provisions herein.
- D. For deficiency of air voids, remove and replace deficient pavement in accordance with all requirements specified herein.
- E. For deficiency involving a honeycomb surface in the mat at longitudinal joints, or at construction joints, the surface shall be sealed with an asphalt filler/sealer material approved by the Engineer.
- F. For deficiency involving longitudinal tearing of the mat during compaction, remove and replace deficient pavement in accordance with all requirements specified herein.
- G. For deficiency involving “flushing”, remove and replace deficient pavement in accordance with all requirements specified herein.”

402-5 BASIS OF PAYMENT.

Add the following:

“Paving work will be considered for progress payment based upon production in conformance with the approved JMF, and satisfactory placement in accordance with the appropriate item of construction. Hot mix asphalt will only be accepted, in place, at the time of the final contract inspection by the New York State Thruway Authority, providing it was of satisfactory quality at the time of construction and is still of satisfactory quality at the time of the final inspection. Only at that time will final payment be documented (see TA Addendum §109-09 *Final Acceptance and Final Agreement*). In the event any portions of pavement fail to comply with minimum acceptable quality requirements at the time of the final inspection, the Contractor will be required to make corrections as directed by the Engineer and as specified in §402-3.15, Correction of Deficiencies.”

Section 550

STRUCTURES

SECTION 555 – STRUCTURAL CONCRETE

555-3 CONSTRUCTION DETAILS

555-3.02 Falsework.

Add the following:

“The Engineer’s review of falsework plans submitted by the Contractor shall not relieve the Contractor of its responsibility to provide for the safety and health of his employees, or to provide structurally sound, adequate falsework.”

555-3.03 Forms.

A. General.

Add the following to the first paragraph:

“The Engineer’s review of form work plans submitted by the Contractor shall not relieve the Contractor of responsibility for attaining satisfactory results.”

Section 600

INCIDENTAL CONSTRUCTION

SECTION 606 – GUIDE RAILING, MEDIAN BARRIER, AND CONCRETE BARRIER

606-2 MATERIALS

606-2.08 Resetting Guide Railing, Median Barrier, Anchorage Unit Assemblies and End Assemblies.

Add the following:

“Should plans call for resetting any corrugated beam guide rail and/or corrugated beam median barrier installed without support bolts, the Contractor shall supply and install new support bolts as per the appropriate Standard Sheets. The cost of furnishing and installing these support bolts shall be included in the unit price bid for the appropriate item for resetting guide rail or median barrier.”

Add the following:

“**606-2.15 Beam Lengths.** Corrugated rail panels shall be 13 feet 6 inches in length, and box beam sections shall be 18 feet in length, unless otherwise specified.”

606-3 CONSTRUCTION DETAILS

606-3.01 General.

Add the following:

“**G. Non-standard Post Spacing.** Non-standard post spacing may become necessary when connecting a new guide rail system to an existing guide rail system or fixed object (including existing bridge rail transitions), when connecting two existing guide rail systems, or to avoid cross culverts, drainage inlets, etc. Non-standard post spacing is acceptable if the guidelines below are followed:

1. Non-standard post spacing shall not be located within a guide rail transition, bridge rail transition, end assembly or attenuator.
2. A maximum of two panels with non-standard post spacing shall be allowed at any location within a run of new or reset guide rail.
3. Non-standard post spacing shall never be greater than the normal post spacing of the rail system being utilized for the connection. Any non-standard post spacing must be less than the standard post spacing but more than half the standard spacing. If a space less than the following is required, an adjacent section shall also be cut creating two (2) adjacent, non-standard sections of similar size:
 - a. Box Beam Guide Rail/Median Barrier – 3’
 - b. Corrugated Beam Guide Rail/Median Barrier – 6’-3”
 - c. Heavy Post Blocked Out Corrugated Beam Guide Rail/Median Barrier – 3’-2”
4. Special field cut and drilled (not burned) sections will be required.
5. The cost of this work, including furnishing and installing any additional posts, blockouts, hardware, field galvanizing, etc. shall be included in the unit price bid for the appropriate guide rail/median rail item.”

H. Grading into Rail Systems. Guide rail, median barrier, and concrete barrier systems within 30 feet of the traveled way shall be installed such that the slope between the traveled way and the system is 1 vertical: 10 horizontal or flatter (1 vertical: 6 horizontal for cable systems). If the contract calls for work between the traveled way and existing rail, these slope rates shall not be exceeded. Earthwork required to meet these criteria shall be paid under their appropriate items.”

SECTION 619 – WORK ZONE TRAFFIC CONTROL

619-1 DESCRIPTION

619-1.02 Basic Work Zone Traffic Control.

Delete the second sentence in the third paragraph.

A. Surface Condition, Debris, Drainage and Dust Control.

Add the following:

“Work shall be provided along the entire Contract Limits.”

Add the following:

“O. Maintain Existing Pavement Markings. Work shall consist of maintaining existing pavement markings within the contract limits.”

619-2 MATERIALS

619-2.02 Basic Work Zone Traffic Control.

G. Barrier/Shadow Vehicles.

Delete the last paragraph.

H. Construction Signs.

3. Sign Covers.

Delete the third sentence.

Add the following:

“Fabric sign covers shall not be allowed.”

619-3 CONSTRUCTION DETAILS

619-3.01 General.

Delete the third sentence in the second paragraph.

Add the following to the end of the second paragraph:

“Slowing/Stopping Thruway Traffic for Work Activities. Slowing/stopping Thruway traffic may be permitted for work activities, such as moving a lane closure, removing or setting bridge steel, or other work-related situations requiring a traffic slowdown/stoppage for a brief period of time (generally 5 minutes; but, in certain cases, up to 20 minutes). Slowing/stopping Thruway traffic is considered a planned event and is permitted only with specific authorization from Division Traffic through the Engineer and with State Police personnel available and on site. Slowing/stopping Thruway traffic is not to be confused with a closure of the Thruway.

The request for a slowdown/stoppage of Thruway traffic should describe the work to be performed while traffic is slowed/stopped and include a schedule of operations for proposed slowdowns/stoppages. Once authorized, traffic slowdowns/stoppages are strictly limited to the conditions listed in the authorization, including any and all restrictions as to days, hours and length of time permitted for the operation.

Once an initial approval has been received, the Contractor shall notify the Engineer at least 48 hours prior to a planned slowdown/stoppage. The Engineer will coordinate on site between the State Police and the Contractor for the slowdown/stoppage. Traffic shall not be slowed/stopped unless State Police are on site to stop the traffic.

A. Traffic Slowdown. The “traffic slowdown” is a procedure used to create a gap in traffic in order to perform a work activity. The intent of this procedure is to slow traffic without bringing it to a stop. The traffic slowdown should begin far enough in advance of the work space to enable completion of the work before traffic arrives and has to be stopped.

1. Minimum Requirements.

- a. In sections with two lanes, one marked State Police vehicle and one Contractor vehicle are required for the actual slowdown/stop. An additional truck is required to display a BE PREPARED TO STOP (W3-4) sign.
- b. In sections with three or more lanes, one marked State Police vehicle and two Contractor vehicles are required, one to display a BE PREPARED TO STOP (W3-4) sign and one to display a ROAD WORK AHEAD (W20-1) sign.
- c. The Contractor shall provide a pilot/chase vehicle (last car through) to confirm to the work crew that traffic is clear (i.e., has been slowed as planned).
- d. All Contractor vehicles shall be equipped with a radio and rotating amber beacons visible from all directions. During the slowdown and for the duration of any actual stoppage, these vehicle(s) shall have rotating amber beacons activated and the State Police vehicle will display its emergency lights.
- e. Flaggers shall block all entrance lanes/ramps (including entrances from toll plazas, service areas, parking areas, rest areas, tandem truck lots, etc.) within the area of the traffic slowdown/stop. An advance warning sign, Flagger symbol (W20-7) or ROAD WORK AHEAD (W20-1), for each ramp shall be placed 300 to 500 feet in advance of the flagging station.

2. Procedure. The procedure for slowing traffic requires the marked State Police vehicle and Contractor vehicle(s) to be positioned in front of approaching traffic. Once safely in front of traffic, the State Police/Traffic Supervisor/Contractor vehicles slow down to a reasonable speed (25 to 35 MPH). The pilot/chase vehicle is positioned in advance of the State Police vehicle and travels to the work zone at highway speed staying behind the last vehicle in the gap created by the traffic slowdown.

- a. In sections with two (2) lanes, the State Police vehicle occupies one (1) lane and the Contractor vehicle occupies the other lane. A vehicle with a “BE PREPARED TO STOP” sign mounted behind the vehicle and facing oncoming traffic (this vehicle is called the Warning Vehicle) shall be on the right shoulder at the slowdown start point. Once the traffic slowdown is started, the warning vehicle remains stationary until a traffic queue develops. At that time, the position of the warning vehicle shall back up so it is positioned 1500 feet upstream of the end of the traffic queue. If necessary, the warning vehicle moves (driven forward/backwards on the shoulder) so the 1500-foot spacing is maintained.
- b. In sections with three (3) or more lanes, the State Police vehicle occupies one (1) lane and the Contractor’s vehicles occupy the remaining lanes. The “BE PREPARED TO STOP” warning vehicle shall be positioned as described above. Additionally, a second warning vehicle with a “ROAD WORK AHEAD” sign shall be positioned 1000 feet upstream of the

“BE PREPARED TO STOP” warning vehicle. As necessary, this vehicle also moves so the 1000-foot spacing is maintained.

c. The pilot vehicle, positioned in front of the rolling block, proceeds with the normal flow of traffic and notifies the work crew of the last vehicle(s) before the rolling block. The work crew then proceeds quickly to accomplish the intended operations.

d. Should it be necessary to actually stop traffic, the slowdown should begin approximately ½ mile in advance of the point of closure, gradually bringing traffic from highway speeds to a halt.

B. Brief Stoppages. Traffic slowdowns/stoppages may be authorized for brief and specific activities such as moving a piece of equipment across the road or other momentary tasks that can be done in a very short period of time (typically less than two (2) minutes). The Contractor shall notify the Engineer at least 48 hours prior to a planned slowdown/stoppage. The Engineer will coordinate on site between the State Police and Contractor personnel for the slowdown/stoppage. Traffic shall not be slowed/stopped unless State Police are at the scene to stop the traffic. A “BE PREPARED TO STOP” sign should be used in the manner described in the Traffic Slowdown section.”

Add the following to the end of this section:

“Conducting Contract Work. Contract work shall be conducted so as to minimize interference with the operations of the Thruway. The following general conditions apply in addition to those which may be provided elsewhere in the contract documents:

A. General. The New York State Thruway is a limited access, high-speed highway. The Contractor is advised that the Thruway cannot be designated a “Restricted Highway” according to Section 104-08 of the Standard Specifications. The work area is subjected to traffic which must be maintained in accordance with the Schedule and Suspension of Work and the work zone traffic control plans. The work zone traffic control plans were designed in accordance with National and State standards to promote safe and efficient work zones for both workers and the traveling public. Other temporary traffic control measures, as may be required by OSHA to ensure work site safety, are the sole responsibility of the Contractor.

B. Work Zone Traffic Control Plans. If Thruway standard work zone traffic control plans have been included in the contract documents or as part of a work permit, the type and placement of all temporary traffic control devices required for the work zone(s) will be identified. Variables, however, such as vertical and horizontal alignment, proximity of interchanges, sight distance or operational characteristics may necessitate additional channelizing devices (drums, cones, etc.) for longer patterns. No additional payment will be made for these additional devices.

No alterations shall be made to the work zone traffic control plans without the concurrence of the Engineer and the Division Traffic Supervisor. The only exception is in an emergency, and then only as directed by the State Police. If the Contractor is notified by the Engineer or the State Police of practices violating the provisions of this contract, Thruway Authority Rules and Regulations, or the Vehicle and Traffic Law, immediate remedial action(s) shall be taken to the satisfaction of the Engineer and/or the State Police.

C. Work On or Under Bridges.

1. A minimum vertical clearance of 14’-6” shall be maintained at all times. For bridges with a minimum vertical clearance less than 14’-6”, the existing minimum vertical clearance shall be maintained. In either case, rigging or other devices shall not protrude over the roadway to lessen the minimum vertical clearance.

2. Extreme care shall be taken to prevent construction materials or work debris from falling off a bridge. Work operations shall not be performed over any open traffic lane, railroad right-of-way or waterway unless shielding is installed by the Contractor. Platforms, nets, screens or other protective devices shall be provided to contain any falling material. If the Engineer determines that adequate protective devices are not being used, work shall be suspended until such devices are provided. If material falls into the containment or to an area below a bridge, the Contractor shall have it removed and disposed in a timely manner. The Contractor's bid shall include the cost of furnishing, installing, maintaining, removing and disposing all platforms, nets, screens and other protective devices deemed necessary to complete the work."

619-3.02 Basic Work Zone Traffic Control.

A. Surface Condition, Debris, Drainage and Dust Control.

Add the following to the end of the second paragraph:

"A pavement joint resulting in a longitudinal vertical face ½ inch to 1 inch in height between travel lanes that is exposed to traffic during non-working hours shall be signed and delineated in accordance with Thruway drawing "Uneven Lanes" found elsewhere in the proposal."

Add the following to the beginning of the fifth paragraph:

"Unless otherwise stated in the contract documents, traffic will not be allowed to ride on milled pavement."

Add the following to the end of this section:

"Shoulders must be available to the traveling public at all times except when the adjacent lane is closed or work is being performed on or near the shoulder. Any damage to the shoulders which may be used by the traveling public shall be repaired immediately using materials equal to the existing shoulder material."

D. Maintain Existing Roadside Signs, Delineators and Markers.

1. Maintenance.

Add the following:

"Right shoulder milepost and tenth-milepost markers shall be maintained at all times during all stages of work. Where work operations require temporary relocation of these markers, they shall be placed adjacent to the work area within view of the traveled way. Upon completion of the work operations, or as directed by the Engineer, the markers shall be reset to their original position. Unless otherwise shown in the contract documents, the relocation and resetting of these markers shall be at no cost to the Authority."

E. Maintain Existing Guide Rail, Median Barrier, and Bridge Rail.

Add the following to the end of this section:

"Shifting Traffic Lanes. Travel paths shall not be moved laterally closer to a roadside obstacle or fixed object exposed by construction operations until guide rail, bridge rail, pier protection, and/or median barrier is established to shield traffic from the roadside obstacle or fixed object.

Removal and Replacement of Pier Protection and Transitions. Existing pier protection and transitions shall remain in place and be maintained until construction operations in the immediate vicinity require removal. Once removed, these systems and/or component parts shall be replaced prior to the opening of any adjacent traffic lane. If this provision cannot be met, temporary concrete barrier shall be installed in place of the pier protection and transitions at no cost to the Authority unless indicated otherwise in the contract documents.”

H. Construction Signs.

2. Mounting Temporary Signs.

Delete the last paragraph beginning with “...except they may be mounted, when approved by the Engineer...” and ending with “...visibility of the sign by motorists.”

5. Special Use Work Zone Signs.

Delete the fifth, sixth and seventh paragraphs and **Substitute** the following:

“BE PREPARED TO STOP (W3-4) and ROAD WORK AHEAD (W20-1) signs are required, where conditions permit, to inform oncoming traffic of a stopped or very slow traffic condition caused by construction activities. These signs shall be furnished and deployed in accordance with the Thruway detail “Be Prepared to Stop Signing for Stationary Work Zones” provided elsewhere in this proposal.”

K. Pavement Edge Drop-Off Protection.

Delete this section in its entirety and **Substitute** the following:

“K. Pavement Edge Drop-Off Delineation. A drop-off is an abrupt elevation difference (1 vertical: 3 horizontal or steeper) between two adjacent surfaces. A drop-off can occur (1) at the edge of the traveled way or within the shoulder, (2) at the outside edge of shoulder, or (3) beyond the edge of shoulder. A traveled way is defined as the portion of roadway for the movement of vehicles, exclusive of shoulders.

All pavement drop-offs within 10 feet of the traveled way that are not separated from traffic with temporary barrier should be returned to grade within 7 days of the work that produced the drop-off. If subbase material is used to return the surface to grade, it shall be placed and compacted in accordance with Section 304 and maintained in a condition suitable for use as a refuge for disabled vehicles and an escape area for emergency use. Except for short repair areas of less than 50 feet, opposite shoulders shall not both be brought to grade using subbase material; at least one shoulder shall be paved. If subbase material is used to return a shoulder to grade and is later required to be removed, the placement and removal of the material shall be at no cost to the Authority.

If the Contractor’s methods require traffic control not specified in the plans, the Contractor shall submit proposed temporary traffic control plans to the Engineer for approval a minimum of 30 days prior to performing the work. Any additional costs shall be the responsibility of the contractor.

If Contractor operations result in a drop-off, the delineation described in the following tables shall be used unless indicated otherwise in the contract documents. All work, except temporary concrete barrier and pavement striping, will be paid under the Basic Work Zone Traffic Control item unless otherwise noted.

1. Drop-Off at Edge of Traveled Way or Within Shoulder. A drop-off at the edge of the traveled way or within the shoulder shall be treated as follows:

TABLE 619-4A DROP-OFF AT EDGE OF TRAVELED WAY OR WITHIN SHOULDER		
Drop-Off Depth	Conditions	Delineation
≤ 1 in.	Pavement edge marking or STARs installed	No additional delineation required.
	Neither pavement edge marking nor STARs installed (See Note 1)	Drums, vertical panels, or tall cones at 132 ft. spacing offset 4 ft. from edge of traveled way.
> 1 in. and ≤ 2 in.	Pavement edge marking installed	No additional delineation required.
	Pavement edge marking not installed (See Note 2)	Drums, vertical panels, or tall cones at 132 ft. spacing placed at the edge of traveled way.
> 2 in. and ≤ 18 in.		Delineate in accordance with Thruway drawing “Work Zone Traffic Control for Miscellaneous Operations”.
> 18 in.	< 50 ft. in length <u>and</u> less than 24 hour duration	Delineate in accordance with “no shoulder” detail on Thruway drawing “Work Zone Traffic Control for Miscellaneous Operations”.
	≥ 50 ft. in length <u>or</u> longer than 24 hour duration	Temporary concrete barrier required.

Notes:

1. The Contractor shall place pavement edge stripes prior to opening an adjacent lane to traffic unless STARs are in place or otherwise approved by the engineer.
2. The Contractor shall place pavement edge stripes prior to opening an adjacent lane to traffic unless otherwise approved by the engineer.

When an underdrain is installed adjacent to the traveled way, the trench shall be brought to grade before the adjacent lane is open. The trench shall be maintained to provide a surface level with the traveled way and the adjoining shoulder.

2. Drop-off at Outside Edge of Shoulder. Provided there is a uniform shoulder surface, with no drop-off in the area between the outside edge of a travel lane and the outside edge of shoulder, drop-offs occurring at the outside edge of shoulder due to the Contractor’s operations shall be treated as follows:

TABLE 619-4B DROP-OFF AT OUTSIDE EDGE OF SHOULDER			
Drop-Off Depth	Pavement Edge Marking or STARs Installed (See Note 4)	Shoulder Width	
		< 4 feet	≥ 4 feet
≤ 2 in.	N/A	See Note 1	See Note 1
> 2 in. and ≤ 4 in.	Yes	See Note 1	See Note 1
	No	See Note 2	See Note 2

> 4 in. and ≤ 18 in.	Yes	See Note 3	See Note 2
	No	See Note 3	See Note 3
> 18 in.	N/A	Delineate in accordance with Table 619-4A for Drop-Off Depth > 18 in.	

Notes:

1. No additional delineation required.
2. Outside edge of shoulder delineation shall be provided in accordance with the detail on Thruway drawing “Work Zone Traffic Control for Miscellaneous Operations”.
3. The shoulder shall be closed in accordance with the “No Shoulder” detail on Thruway drawing “Work Zone Traffic Control for Miscellaneous Operations”.
4. The Contractor shall place pavement edge stripes prior to opening the adjacent lane to traffic unless STARs are in place or otherwise approved by the Engineer.

3. Drop-Off Beyond Edge of Shoulder. Provided there is a uniform surface with no drop-off in the area between the outside edge of a travel lane and the outside edge of shoulder, drop-offs occurring beyond the edge of shoulder due to the Contractor’s operations shall be treated as follows:

TABLE 619-4C DROP-OFF BEYOND EDGE OF SHOULDER		
Drop-Off Depth	≤ 20 Ft. From Edge of Traveled Way	> 20 Ft. and ≤ 30 Ft. From Edge of Traveled Way
< 4 in.	No additional delineation required.	No additional delineation required.
≥ 4 in. and < 24 in.	Edge of shoulder delineation shall be provided in accordance with Thruway drawing “Work Zone Traffic Control for Miscellaneous Operations”.	No additional delineation required.
≥ 24 in.	Delineate in accordance with Table 619-A for Drop-Off Depth > 18 in.	

Field conditions may require additional delineation not accounted for in the plans or the preceding section. Delineation required by the Authority shall be paid under the appropriate items in the contract or as additional work. Delineation requested by the Contractor or necessitated by the Contractor’s means and methods shall be at no cost to the Authority.”

N. Contract Site Patrol.

Delete all the information in this section and **Substitute** the following:

“The Contractor shall inspect the entire contract zone, within the contract limits, both prior to and within a reasonable time after award of the contract in order to place themselves on notice of conditions that exist. The responsibility to patrol the project site and to respond to conditions, regardless of cause or fault, in full conformity with contract provisions clearly applies to the full limits of the contract, and not just the area in which the Contractor happens to be working. This obligation begins when the contract is awarded and continues until final acceptance of the work, regardless of whether any other contract operations are underway. In addition, Contractors are expected to maintain routine patrols of the entire contract zone throughout the life of the contract, regardless of whether work is in progress or suspended for any period of time.

The only exception to this obligation is in the case of an official shutdown period. During an official shutdown period, the Authority will assume responsibility for minor roadway repairs and snow and ice control, and will respond to all incidents within the contract limits, as is done outside of the contract limits. However, repair of major failures in the traveled way and any activities related to work performed or completed by the Contractor shall remain the Contractor's responsibility. The establishment of an official shutdown period shall not be cause for change in the Contractor's insurance requirements nor shall there be any change in liability for the Contractor's actions or negligence."

Add the following:

“O. Maintain Existing Pavement Markings. The Contractor shall be responsible for maintaining the existing pavement markings within the project limits in an as-received condition for the life of the contract, as directed by the Engineer.”

619-3.06 Temporary Pavement Markings.

A. Divided Highways.

Delete this section in its entirety and **Substitute** the following:

“A. Thruway Mainline. On the Thruway Mainline, the Contractor shall install broken lines a minimum of 4 feet long at 40-foot spacing to separate traffic lanes in the same direction. The Contractor shall install solid edge lines for a minimum of 100 feet either side of the apex of the gore. In addition, the Contractor shall install solid edge lines prior to opening the lane to traffic unless STARS are in place, in which case the Contractor has up to 7 calendar days to install the solid edge lines.”

619-3.22 Pavement Patching.

Delete the last sentence of the first paragraph beginning with “During periods of winter shutdown...”.

619-5 BASIS OF PAYMENT

619-5.01 General.

A. Non-Payment.

Delete Table 619-7 and **Substitute** the following:

TABLE 619-7 BASIC WORK ZONE TRAFFIC CONTROL NON-PAYMENT		
Original Contract Amount		Nonpayment Amount
From More Than	To and Including	
\$ 0	\$ 500,000	\$ 400
\$ 500,000	\$ 2,000,000	\$ 800
\$ 2,000,000	\$ 5,000,000	\$ 1,000
\$ 5,000,000	\$ 10,000,000	\$ 1,500
\$ 10,000,000	\$ 20,000,000	\$ 2,000
\$ 20,000,000	-----	\$ 6,000

B. Liquidated Damages.

Delete all the information in this section and **Substitute** the following:

“For each calendar day during which there are substantial deficiencies in compliance with the requirements of this section, liquidated damages will be assessed in addition to non-payment for deficiencies.”

Add the following:

“D. Non-Performance. Failure to maintain the work area to the satisfaction of the Engineer, in accordance with the work zone traffic control plans, the Schedule and Suspension of Work, and/or the specific conditions of the contract, will be considered a substantial deficiency and no payment will be made in accordance with Table 619-7.”

619-5.06 Temporary Pavement Markings.

Delete the last sentence and **Substitute** the following:

“No additional payments shall be provided for markings required because the Contractor failed to place the next pavement course or the final pavement markings as specified under Section 619-3.06A.”

619-5.19 Nighttime Operations.

Delete “portable lighting” in the first sentence and **Substitute** “nighttime operations”.

SECTION 625 – SURVEY OPERATIONS**625-3 CONSTRUCTION DETAILS****625-3.02 Survey Operations.****C. Automated Stakeout and Automated Machine Guidance Operations.**

Add the following:

“Contractors using precision GPS-guided equipment operating in the 900 MHz ISM band within a 1,000-foot line-of-sight of any toll lane, open-road tolling facility or TRANSMIT reader must program the radio equipment to 918 MHz to avoid the 912 MHz portion of the ISM band.”

Section 700

MATERIALS and MANUFACTURING

SECTION 723 – LIGHTING**723-60 ANCHOR BOLTS****MATERIALS REQUIREMENTS.**

Delete all the information in this section and **Substitute** the following:

“Anchor bolts shall meet the requirements of ASTM A325 or ASTM A449. Hex nuts, hardened washers and plate washers as described or shown on the Contract Drawings shall be supplied for each anchor bolt. Hex nuts shall be Heavy Hex conforming to ASTM A563, Grade DH or ASTM A194, Grade 2H. Hardened washers shall be ASTM F436. Plate washers shall be ASTM A36 steel. The nuts, washers and anchor bolts shall be galvanized in accordance with the requirements for Type II or Type V galvanizing as stated in Section 719-01, Galvanized Coatings and Repair Methods. The anchor bolt dimensions shall be as shown on the plans.”

SECTION 729 – TEMPORARY TRAFFIC CONTROL DEVICES

729-12 TRUCK-MOUNTED AND TRAILER MOUNTED IMPACT ATTENUATORS

SCOPE.

Delete “barrier trailers” and **Substitute** “barrier vehicles and shadow vehicles.”

REVISIONS TO NEW YORK STATE THRUWAY AUTHORITY ADDENDUM TO THE STANDARD SPECIFICATIONS

The following revisions have been incorporated into the New York State Thruway Authority Addendum to the Standard Specifications since its initial issuance of January 1, 2016:

1. **109-05 EXTRA WORK AND TIME RELATED COMPENSATION, B. Force Account Work, 1. Contractor Costs, c. Equipment, (2) Ownership Costs;** in the sentence added to the end of the fourth paragraph, “8 hours in a shift” was changed to “8 hours in a day.” (01/21/16)
2. References to a specific publication date of the NYSDOT Standard Specifications have been removed from the opening paragraphs. The effective edition (date) of the Standard Specifications for an NYSTA contract will be indicated on the front cover of the proposal. (03/29/16)
3. **102-08 STANDARD CLAUSES FOR ALL NEW YORK STATE THRUWAY AUTHORITY AND NEW YORK STATE CANAL CORPORATION CONSTRUCTION CONTRACTS AND FEDERALLY-FUNDED PROCUREMENT CONTRACTS (APPENDIX A):**
 - “Procurement” has been deleted from the title of this section. (03/29/16)
 - 4. NON-DISCRIMINATION REQUIRMENTS; information regarding equal employment opportunity rights has been updated. (03/29/16)
 - IRAN DIVESTMENT ACT has been inserted as Article 19 and the succeeding articles have been renumbered. (03/29/16)
4. **Section 102-12 D/M/WBE Utilization, Section D, Counting D/M/WBE Participation towards the D/M/WBE Goal(s), Item 3, Material Suppliers,** the second sentence of the first paragraph was updated to read “60% of the expenditure to an M/WBE Material Supplier will be counted toward the M/WBE goals.” **Item 4, Brokers/Manufacturer’s Representatives,** a 4th sentence was added to identify current policy of the New York State Department of Economic Development. (05/09/16)
5. **402-3.06 Spreading and Finishing;** due to issuance of Engineering Instruction 16-010 titled REVISION TO STANDARD SPECIFICATION SECTION 402 – HOT MIX ASPHALT (HMA) PAVEMENTS, changes to align language with the Thruway Addendum require references to “**E. Top Course Texture and Color**” and “**F. Reference Line**” as encountered on page 47 of 60 of the TA, to be revised as “**E. Reference Line**” and “**G. Top Course Texture and Color.** (06/30/16)
6. **402-3.15 Correction of Deficiencies;** due to issuance of Engineering Instruction 16-010 titled REVISION TO STANDARD SPECIFICATION SECTION 402 – HOT MIX ASPHALT (HMA) PAVEMENTS, NYSDOT has introduced an entirely new section **402-3.14 Pavement Evaluation.** To eliminate section numbering conflicts between the revised NYSDOT Standard Specifications and Thruway Addendum Page 48 of 60, reference to Section **402-3.14 Correction of Deficiencies** within the TA has been renumbered to Section **402-3.15 Correction of Deficiencies).** (06/30/16)
7. **402-5 BASIS OF PAYMENT;** due to issuance of Engineering Instruction 16-010 titled REVISION TO STANDARD SPECIFICATION SECTION 402 – HOT MIX ASPHALT (HMA) PAVEMENTS, NYSDOT has introduced an entirely new section **402-3.14 Pavement Evaluation.** To eliminate section numbering conflicts between the revised NYSDOT Standard Specifications and Thruway Addendum on page 49 of 60, reference to Section **402-3.14 Correction of Deficiencies** within the TA has been renumbered to Section **402-3.15 Correction of Deficiencies.** (06/30/16)
8. **619-3.22 Pavement Patching;** this section, located on page 59 of 60 of the TA, was added in an effort to align contractual requirements for maintenance of paved surfaces during the winter shutdown period with Section 108 of the TA. (06/30/16)

SPECIAL SPECIFICATIONS

SPECIAL NOTE
SPECIAL SPECIFICATION PAY ITEM NUMBERS

The Contractor's attention is directed to the special specification pay item formats used in this contract. Special specification pay items may be presented in two (2) different formats:

Format 1: Pay items for a special specification will have three (3) digits to the left of the decimal point and up to eight (8) digits to the right of the decimal. Spaces may appear in the third to sixth places after the decimal. The 7th and 8th digits to the right of the decimal will represent the origin of the specification.

Format 2: Pay items for a special specification will have three (3) digits to the left of the decimal point and up to eight (8) digits to the right of the decimal. Dashes may appear in the third to sixth places after the decimal. The 7th and 8th digits to the right of the decimal will represent the origin of the specification.

Where items in this contract appear in multiple formats, the formats shall be equated to each other as illustrated below:

FORMAT 1

XXX.XX XX
 XXX.XXXX XX
 XXX.XXXXXXX

FORMAT 2

XXX.XX-----XX
 XXX.XXXX---XX
 XXX.XXXXXXXX

ITEM 557.9009--25 - INSTALLATION OF PRE-FABRICATED DECK PANELS**1. DESCRIPTION:**

- 1.01 Under this work, the Contractor shall completely install pre-fabricated exodermic deck panels or pre-fabricated concrete filled steel grid deck panels on the existing superstructure steel of the bridge, including installation of all joints, in accordance with the plans, specifications and as directed by the Engineer.

2. MATERIALS:

- 2.01 Materials for this work shall meet the quality requirements of Section 700, Material Details, unless the same are altered by specific requirements under any itemized specification, or by notes on the plans, or in the proposal.
- 2.02 Pre-fabricated exodermic deck panels or concrete filled steel grid deck panels shall be furnished and/or previously stored at the site by the Contractor under other Contract Items.
- 2.03 Rapid setting concrete shall conform to Subsection 701-09 of the New York State Specifications, as well as the requirements of the New York Steel Construction Manual and shall be on the New York State Materials Approved List.

The following rapid set concretes, when used in conjunction with the specifications of the manufacturer, meet the requirements of this specification and Subsection 701-09 of the Standard Specifications.

- A. **Brand:** Magna-100
- Supplier:** American Stone-Mix, Inc.
 Towson, MD
 1-800-445-8250
- B. **Brand:** Five Star Highway Patch
- Supplier:** Five Star Products
 425 Stillson Road
 Fairfield, CT 06430-3148
 1-203-336-7900
- C. **Brand:** Patchroc 10-61
- Supplier:** Fosroc Incorporated
 Plainview, NY 11803
 1-800-645-1258

The Contractor may submit to the Chief Engineer an alternative rapid set concrete mix for consideration by the Authority. Consideration of an alternative submission will be based on the ability of the proposed substitution meeting the requirements of this specification, Subsection 701-09 of the Standard Specifications, prior concrete testing and past performance. The Thruway Authority has the right to disapprove any alternative submission in the best interest of the Authority.

ITEM 557.9009--25 - INSTALLATION OF PRE-FABRICATED DECK PANELS**2. MATERIALS:** (cont'd)

2.04 Test cylinders shall be prepared and the average of any three (3) break tests shall exceed:

- 2000 psi @ 60 minutes
- 3500 psi @ 24 hours
- 5000 psi @ 28 days

with storage at the ambient temperature of the structure where the pour was made. Failure of the cylinder breaks to meet the minimum compressive strengths at the required intervals will result in the removal and replacement of the poured rapid set concrete by the Contractor at no additional cost to the Authority. Any damage to the structural deck and/or steel shall be repaired and/or replaced to the satisfaction of the Engineer at no additional cost to the Authority. **NO CLAIM OF DELAY** to the contract shall be made against the Authority as a result of the concrete replacement and repair work, if required.

2.05 All anchor bolts and fasteners shall meet the requirements of Section 564 of the Standard Specifications for high strength bolts, nuts and washers, including material specification Subsections 715-14 and 723-60 as well as the requirements of the New York State Steel Construction Manual. All steel shall conform to the requirements of ASTM A-325 and shall be galvanized.

2.06 Bar reinforcement shall conform with Item 556.99-----25, Section 2 - Materials, as well as the requirements of the New York State Steel Construction Manual.

2.07 Stud shear connectors shall meet the requirements of Section 556 of the Standard Specifications as well as the requirements of the New York State Steel Construction Manual.

2.08 Shop drawings shall include the following information as a minimum:

- A. Erection procedure.
- B. Type, size and location of crane.
- C. Rapid concrete mix design, including admixtures, and installation procedure.
- D. Fasteners type, strength and location of use.
- E. Concrete repair procedure.
- F. Tolerances.

Seven (7) copies of the working drawings shall be submitted to the Engineer for review and approval. Upon approval one copy shall be returned to the fabricator. The fabricator shall make any required changes and submit the original to the Engineer for final approval stamp. **UNDER NO CIRCUMSTANCES SHALL FABRICATION OF UNITS COMMERCE PRIOR TO APPROVAL OF THE WORKING DRAWINGS WITHOUT THE WRITTEN PERMISSION OF THE CHIEF ENGINEER.**

3. CONSTRUCTION DETAILS:

3.01 The Contractor shall not commence work on removing the existing bridge deck under other Contract Items and work on this Item prior to the arrival of the pre-fabricated deck panels on the job site required to complete the scheduled night's work. The Contractor shall notify the Engineer when the panels are delivered to the site and the number of panels delivered.

3.02 The Contractor shall schedule his work so that all travel lanes are opened to traffic by the specified hour as stated in the Contract Plans and Proposal.

ITEM 557.9009--25 - INSTALLATION OF PRE-FABRICATED DECK PANELS**3. CONSTRUCTION DETAILS: (cont'd)**

- 3.03 The Contractor shall remove the existing deck in a manner that does not damage the existing stringers which are to remain in place. After removal of the existing deck, the Contractor shall blast clean, scrape or grind the top surface of beam flanges as directed by the Engineer. The Contractor shall provide the Engineer with all facilities necessary to conduct a thorough inspection of the top flanges. The Contractor shall make repairs to the areas identified by the Engineer. The removal of the existing concrete deck and repairs to the top flange shall be completed by the Contractor under other contract items.
- 3.04 The Contractor shall commence work in a neat and workmanlike manner. The deck panels shall be placed on the structure with care. Consideration will be given to the alignment of each adjacent panel and/or existing deck.
- 3.05 The Contractor shall provide the Engineer with all facilities necessary to conduct a thorough inspection of all the erection work.
- 3.06 The Contractor shall provide to the Engineer, in advance of any erection, a detailed erection procedure which indicates the method of erection and the equipment to be used. Specific reference to maintenance and protection of traffic procedures to be employed shall be included in the erection procedure. The erection procedure shall be approved by the Engineer prior to the start of any erection work.
- 3.07 The Contractor shall supply to the Engineer detailed as-built plans of the pre-fabricated deck panels. The Contractor shall layout the deck panels in accordance with the as-built drawings and as verified by field measurements to facilitate proper fitting of the pre-fabricated panels during erection.
- 3.08 Adjacent units shall match in elevation, both with each other and with the existing deck, within the tolerance shown on the approved shop drawings. If this tolerance is not met, the Contractor shall adjust the units as indicated in the procedure shown on the approved shop drawings. The Contractor shall make all final adjustments in elevation through the use of the leveling bolts provided. The Contractor shall furnish and install all materials and labor as detailed in the Contract Plans. No vehicles will be allowed on the deck panels until deck panels are uniformly supported and secured.
- 3.09 After the panels have been adjusted to their proper elevation and all required forms have been installed, the Contractor shall install new shear studs as detailed on the plans. The studs shall be welded to the top flange of the existing stringers per Section 556 of the Standard Specifications as well as the requirements of the New York State Construction Manual. The shear studs shall be furnished and installed by the Contractor under other Contract Items. The Contractor has the option of installing the studs prior to setting the pre-fabricated panels or to temporarily set the pre-fabricated panels in place, mark out the stud locations, remove the panel and then weld the shear studs to the top flange of the stringers.
- 3.10 The surface of all joints and haunches shall be free of any material such as oil, grease or dirt which may prevent bonding of the approved rapid set concrete mix and bonding compound if its use is recommended by the rapid set concrete manufacturer. All precast concrete surfaces that will be in contact with the rapid set concrete or bonding compound shall be sandblasted, using care to protect the galvanized grid and rebar as much as possible, within 24 hours of the installation of the shear key and haunch material. The vertical concrete surfaces shall be thoroughly coated with a thin coating of the rapid set concrete mix or bonding compound meeting the requirements of Section 721-02 if recommended by the manufacturer of the approved rapid set concrete. Prior to placement of the rapid set concrete material the bottom of the joint and haunch shall be sealed with an approved foam backer rod or similar product to prevent material loss.

ITEM 557.9009--25 - INSTALLATION OF PRE-FABRICATED DECK PANELS**3. CONSTRUCTION DETAILS: (cont'd)**

- 3.11 After the shear studs have been installed, including breaking the ceramic ferrules around the welded studs, the Contractor shall clean the top flange of the existing stringers and complete the haunches. The rapid set concrete required for the haunches, joints and closure pours shall be installed as recommended by the manufacturer and as directed by the Engineer. The following conditions regarding the mixing and placement of the rapid set concrete shall be followed:
- A. The approved rapid set concrete shall be mixed in a mobile mixer. No hand mixing of the rapid set concrete will be allowed. The Contractor shall have a minimum of two (2) mobile mixers on site, calibrated and operational for each night's work.
 - B. No panel placement below manufacturer's recommended minimum or above maximum temperature will be allowed.
 - C. No placement of the rapid set concrete mix shall be allowed when the ambient air temperature falls below 45°F or as directed by the Engineer in accordance with the manufacturer's recommendation.
 - D. All precast concrete surfaces shall be sandblasted clean prior to placement of the rapid set concrete mix.
 - E. The rapid set concrete mix and epoxy bonding compound, if recommended by the rapid set concrete manufacturer, shall be placed by the specifications of the approved manufacturer.
 - F. The rapid set concrete shall be wet burlap cured or as recommended by the approved manufacturer.
 - G. A field representative of the approved rapid set concrete manufacturer shall be on site to verify that the field conditions and placement procedures follow the manufacturer's specifications.
 - H. No vehicles of any type will be allowed on the deck panels before the rapid set concrete has reached a minimum compressive strength of 2500 psi.
- 3.12 After all installation work is complete, remaining concrete defects and lifting holes shall be repaired with approved concrete repair material. The methods of repair shall be approved by the Engineer prior to the work being performed.

4. METHOD OF MEASUREMENT:

- 4.01 The work will be measured as the number of square feet of pre-fabricated deck panels installed as approved by the Engineer. Measurement shall be taken as the horizontal plane projection of the top of the structural slab. Measurement will be taken from the center to center of the transverse and longitudinal joints and from the fascia of the new pre-fabricated deck panels as shown on the Contract Plans. No deduction will be made for joint or chamfers.

ITEM 557.9009--25 - INSTALLATION OF PRE-FABRICATED DECK PANELS**5. BASIS OF PAYMENT:**

- 5.01 The unit price bid per square foot shall include the cost of all labor, materials and equipment necessary to complete the work as approved by the Engineer, which includes the cost of installing rapid set concrete and bonding compound, if specified by the manufacturer, in the haunches and joints. The cost for the removal of the existing concrete deck (including the existing precast deck panels) the existing shear studs and leveling bolts, to furnish and install shear studs and to furnish the pre-fabricated deck panels shall be paid for under their respective items.
- 5.02 No payment will be made for any work necessitated by damage or defacement attributable to the Contractor's operations.
- 5.03 The unit price bid per square foot for this Item shall include the following:
- A. The cost to furnish any erection equipment.
 - B. The cost to furnish, install and remove any temporary bracing, jacks, form work and bearing material as required to install the panels.
 - C. The cost to furnish and install the approved rapid setting concrete and bonding compound, if recommended by the manufacturer, including mixing, sealing the joints and/or haunches and the installation of the rapid set concrete material.
 - D. The cost to furnish, install and remove the temporary material required in the joint between the pre-fabricated deck panels and the existing deck between stages.
 - E. The cost to blast clean the top surface of beam flanges.

ITEM 558.5001--25 - MEMBRANE WATERPROOFING SYSTEM FOR STRUCTURAL SLABS**1. DESCRIPTION:**

- 1.01 This work shall consist of furnishing and applying a membrane waterproofing system where indicated on the Contract Plans. The work shall include the preparation of concrete surfaces. The Contractor shall select, furnish, and apply one of the membrane waterproofing systems included in this specification on each structure designated to receive Membrane Waterproofing System for Structural Slabs.

The Contractor has the option of using any one of the membrane waterproofing systems included in this specification, as desired. Also, substitution of one system for another may be done at will. However, only a single system may be used on any one structure, regardless of the length or design of that structure. No system may be substituted for any system which is already in any stage of installation.

2. MATERIALS:

- 2.01 **Membrane Waterproofing System.** The membrane waterproofing system shall consist of one of the proprietary sheet systems plus wire mesh if required. No substitutions of the proprietary portions of the applied system shall be allowed.

- 2.02 **Membrane Waterproofing Materials.** The membrane waterproofing shall be one of the following:

A. PREFORMED SHEET MEMBRANE MATERIALS

1. Protecto-Wrap Preformed System - shall consist of the Protecto-Wrap M-400A Bridge Membrane System as manufactured by Protecto-Wrap Company, Denver, Colorado.
2. Royston Preformed System - shall consist of Royston Bridge Membrane No. 10 A System as manufactured by Royston Laboratories, Inc., Pittsburgh, Pennsylvania.
3. Or equal as approved by the New York State Thruway Authority.

- 2.03 **Wire Mesh.** Wire mesh for use over subdrainage openings shall be 6mm (1/4-inch) mesh, 23 gauge hot-dipped galvanized cloth.

3. CONSTRUCTION DETAILS:

- 3.01 **General.** Work shall not begin on existing structural slabs until seven (7) curing days have passed subsequent to the placement of Portland cement concrete, Portland cement mortar or epoxy mortar for structural slab repair. There are various other types of concrete repair materials which have different required periods of waiting prior to safe loading. If one of these is used, the Manufacturer's instructions for allowable loading shall be followed subject to the concurrence of the Engineer.

On new structural slabs, the provisions of 557.3.14B, The Minimum Curing Period for Loading Structural Slabs, shall be met prior to membrane system placement.

Work shall not be done during inclement weather conditions or when atmospheric conditions are such that unsatisfactory results will be produced. The Engineer shall be the sole determiner of favorable atmospheric conditions. No work shall be done when the concrete structural slab temperature is below 50°F, or ambient temperatures are below 50°F. The concrete structural slab shall be surface dry at the time of application of the membrane waterproofing system.

ITEM 558.5001--25 - MEMBRANE WATERPROOFING SYSTEM FOR STRUCTURAL SLABS

- 3.02 **Structural Slab Cleaning.** All structural slab surfaces and any other surfaces against which the membrane waterproofing system is to be place shall be cleaned as follows:
- A. All loose material, including dirt, gravel, and concrete laitance shall be removed by vacuuming or blowing with oil-free compressed air.
 - B. All excess laitance (surface film of concrete), road oil, other bituminous based materials, previous membrane treatments, and other foreign materials including concrete curing compounds, shall be removed by sandblasting or wire brushing and washing with water or a combination of these methods. To confirm the adequacy of the cleaning, small test patches of primer and membrane shall be applied to all area(s) in question. These test patches shall then be evaluated by the Engineer. Additional cleaning may be ordered where the Engineer determines that adhesion is not adequate.
 - C. Immediately prior to application of the membrane system, surface to be coated shall be recleaned of dust and other loose material by vacuuming or blowing with oil-free compressed air.

3.03 **Application of Preformed Sheet Membrane Systems**

- A. **Primer Application.** After cleaning, all surfaces to be waterproofed shall be primed with the primer required for the selected preformed system. The primer shall be thoroughly mixed prior to application. Mixing shall be done with mechanical mixers or by hand mixing using clean paddles or other suitable instruments. Hand mixing shall be required for the Royston Primer.

The primer shall be applied, without dilution, using brushes, squeegees, rollers, or a combination of these methods. Spray application of the primer shall not be allowed. The primer shall be applied at the rate given in the following table so as to thoroughly and uniformly cover the surfaces. Areas of concrete which are porous and appear dry shall be given a second coat of primer.

<u>Membrane System</u>	<u>Primer Application Rate</u>
Protecto-Wrap System	Approx. 80-150 sq. ft. /gal.
Royston System	Approx. 90 sq. ft. /gal.

On vertical curb, concrete barrier, and header surfaces, the primer shall be applied and finished off, in a neat line, to a height that will be one inch higher than the height of the completed asphalt overlay. The outside face of metal scuppers shall not be primed. The inside surfaces of subdrainage outlets (weep tubes) shall be primed to a depth of at least 3 inches.

The primer shall be allowed to dry to a "tack free" condition prior to application of the preformed membrane. Excess primer, occurring as puddles or wet areas, shall be removed by brushes, or as directed by the Engineer. The appearance of bubbles in the primer is normal, due to outgassing of air and moisture in the concrete. After the primer has dried to a "tack free" condition, these bubbles shall be broken with squeegees or brooms. Unless otherwise directed by the Engineer, it shall not be necessary to repair the areas where bubbles have been broken.

Primed surfaces which the Engineer determines have become contaminated by dust or dirt shall be reprimed. Primed areas which have not been covered with preformed membrane within 24 hours of primer application shall be reprimed. All such repriming work shall be done at no additional cost to the Authority.

B. Preformed Sheet Membrane Installation

ITEM 558.5001--25 - MEMBRANE WATERPROOFING SYSTEM FOR STRUCTURAL SLABS

1. **General.** The manufacturer's installation instructions shall become part of this specification. The preformed membrane sheets and "flashing strips" shall be placed longitudinally on the structural slab so that both the longitudinal and transverse overlaps are formed in the direction of water drainage (See Plates 1 and 2). "Flashing strips" shall be defined to mean sections of membrane which are used to waterproof vertical surfaces and seal the intersection of the vertical surface with the structural slab. At those locations where no cross slope exists on the structural slab, the transverse water drainage shall be assumed to be from the center of the roadway toward the curbs (See Plate 1).

Rolls of preformed sheet membrane may be applied by hand or mechanical means. The sheet shall be placed on the structural slab, sticky side down. Preformed sheet membrane flashing strips shall be placed and turned up the vertical faces of curbs, headers, scuppers, joints, and concrete barriers to a height equal to the thickness of bituminous overlay. Rolls of sheet membrane shall be placed in such a manner as to minimize wrinkles and bubbles. Stiff bristled brooms or other suitable implements shall be used at the time of application to smooth the sheet at its point of contact with the structural slab. Adjacent rolls of sheet shall overlap a minimum of 2 inches along longitudinal laps and 8 inches along transverse laps.

The application of the sheet membrane shall proceed as follows:

- a. Before the rolls of sheet membrane are applied to the slab, flashing strips shall be applied to the vertical faces where the direction of water drainage is toward the vertical face. The "flashing strips" shall be placed so that their overlaps are formed in the direction of water drainage.

The flashing strips shall extend up the vertical face to the depth of the bituminous overlay and a minimum of 6 inches onto the structural slab. Where required, the vertical faces shall be coated with mastic to ensure adhesion of the flashing strip (See Plate 2).

- b. At subdrainage openings (weeps), mastic shall be applied to that area of the structural slab within 6 inches of the drain opening.
- c. Rolls of preformed sheet membrane shall then be aligned parallel to the centerline of the structure and applied directly to the structural slab. The preformed sheet shall be placed within one inch of abutting vertical faces. At subdrainage openings, the membrane shall be pierced and the edges turned down and adhered to the inside of the drain. If necessary, mastic shall be used to ensure adhesion and to prevent seepage under the membrane (See Plate 2).
- d. After the rolls of sheet membrane have been applied to the slab, flashing strips shall be applied to the vertical faces where the direction of water drainage is away from the vertical face, so the flashing strip is on top of the sheet membrane.
- e. The vertical termination of the flashing strips shall be sealed with a bead of mastic (See Plate 2). The completed membrane shall be free of large wrinkles, "fish mouths", air bubbles, and other placement defects. These shall be corrected in a manner satisfactory to the Engineer. Where patches are used, the area shall be coated with mastic sealer and pieces of membrane pressed into the sealer over the defective area. The patches shall extend at least 6 inches in every direction beyond the edge of the defect. Bubbles of one inch diameter and greater shall be vented by piercing with an ice pick, or other suitable instrument, and expelling the air. Vented bubbles need not be repaired.

To ensure adhesion to the structural slab, the preformed membrane shall be rolled with the

ITEM 558.5001--25 - MEMBRANE WATERPROOFING SYSTEM FOR STRUCTURAL SLABS

appropriate roller for the system utilized. Laps which have not been thoroughly sealed by rolling operations shall be sealed with mastic.

A 5-inch square piece of wire mesh shall be pressed in to mastic applied to the membrane at each subdrainage opening.

When only a portion of the membrane application is completed in one day, the exposed edge of the membrane shall be sealed with mastic. The termination edge of the membrane at slab ends and expansion joints constructed without headers shall be sealed with mastic sealer.

2. **Protecto-Wrap System.** Rolls of preformed membrane shall be placed on the structural slab, sticky side down. To minimize wrinkles and bubbles, the rolls of membrane shall be stretched into place. The membrane is interwound with polyethylene release film on the top surface. Except for the perforated edge strip, the film shall be left-in-place until the day the bituminous overlay is placed. The perforated edge strip of the polyethylene film shall be removed at the time of placement of an overlapping roll of membrane. Spliced rolls of membrane have released film on the bottom (sticky) side, so care shall be taken to ensure removal of the release film from spliced areas at the time of membrane application.

All vertical surfaces shall be coated with mastic, to the depth of the asphalt overlay, before placement of the flashing strips.

3. **Royston System.** Rolls of membrane shall be placed on the structural slab, adhesive side down, by removing the release paper as the work progresses. The polyester film on the surface of the membrane shall not be removed.

The narrow bands of release paper which acts as an edge strip shall be removed at the time of placement of an overlapping roll of membrane. End laps shall be sealed by heating the membrane surface to be covered with a propane torch, melting the polyester film and fusing the melted surface to the underside of the covering roll.

Flashing strips shall be adhered to vertical surfaces by the heat-fusion method: by heating the sticky side of the membrane and pressing the heated surface into contact with the vertical face. The heat-fusion method shall be used to adhere the membrane to the inside of subdrainage outlets.

Mastic shall not be used to adhere the flashing strips to the membrane sheets.

Rolling shall be done with a 100-200 lb. hand roller.

Wrinkles in the membrane may be repaired by slitting the membrane and heat-fusing the overlapping pieces.

4. **METHOD OF MEASUREMENT:**

- 4.01 The work shall be measured as a planar projection of the number of square feet of surface area as shown on the plans covered with the complete membrane waterproofing system. No separate measurement of the vertical faces of curbs, joints, concrete barriers, headers, and scuppers, or for the inside surfaces of subdrainage outlets, shall be made. No deductions will be made for holes less than one (1) square foot in area.

5. **BASIS OF PAYMENT:**

ITEM 558.5001--25 - MEMBRANE WATERPROOFING SYSTEM FOR STRUCTURAL SLABS

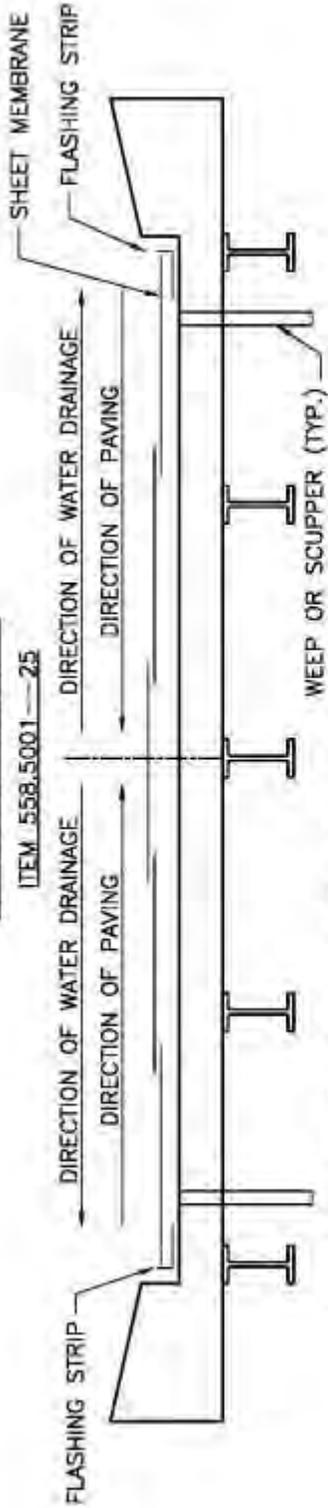
- 5.01 The unit price bid per square foot for this item shall include the cost of furnishing all labor, materials, (including wire mesh), and equipment necessary to complete the work.

- 5.02 No payment will be made for any work necessitated by damage or defacement attributable to the Contractor's operations.

- 5.02 No additional payment will be made for any repriming done in conformance with the requirements of Application of Preformed Sheet Membrane Systems, Subsection A, Primer Application. No additional payment will be made for patching damaged areas of a membrane system.

PLATE NO. 1

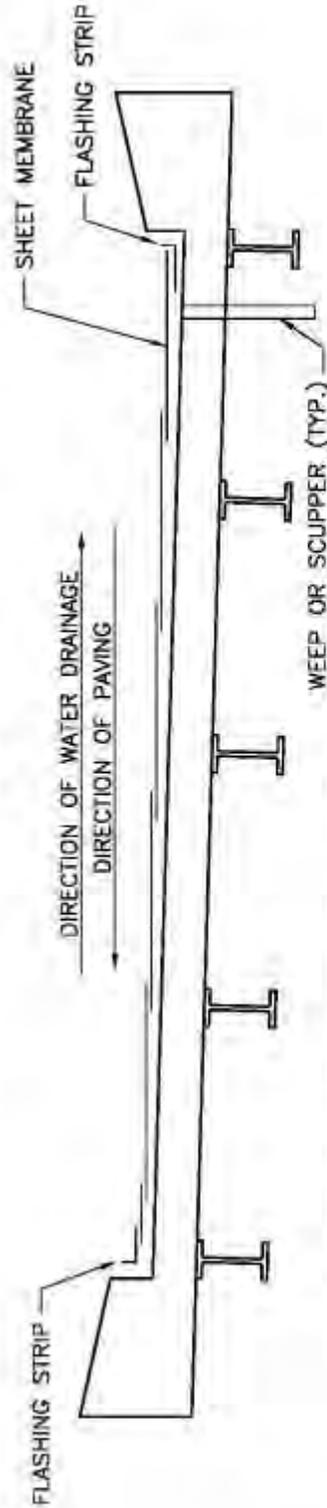
ITEM 558.5001--25



1. FLASHING STRIPS INSTALLED FIRST ALONG BOTH SWALES.
2. SHEET MEMBRANE IS INSTALLED FROM EACH SWALE TOWARD THE CENTER WITH 2 INCH MIN. TRANSVERSE OVERLAPS.

**TRANSVERSE SECTION - LEVEL DECK -
NO CROSS SLOPE OR NORMAL CROWN**

N.T.S.



1. FLASHING STRIPS INSTALLED FIRST ALONG LOW SWALE FIRST.
2. SHEET MEMBRANE IS INSTALLED FROM THE LOW SWALE TO THE HIGH SWALE WITH 2 INCH MIN. TRANSVERSE OVERLAPS.
3. FLASHING STRIP INSTALLED ALONG HIGH SWALE LAST.

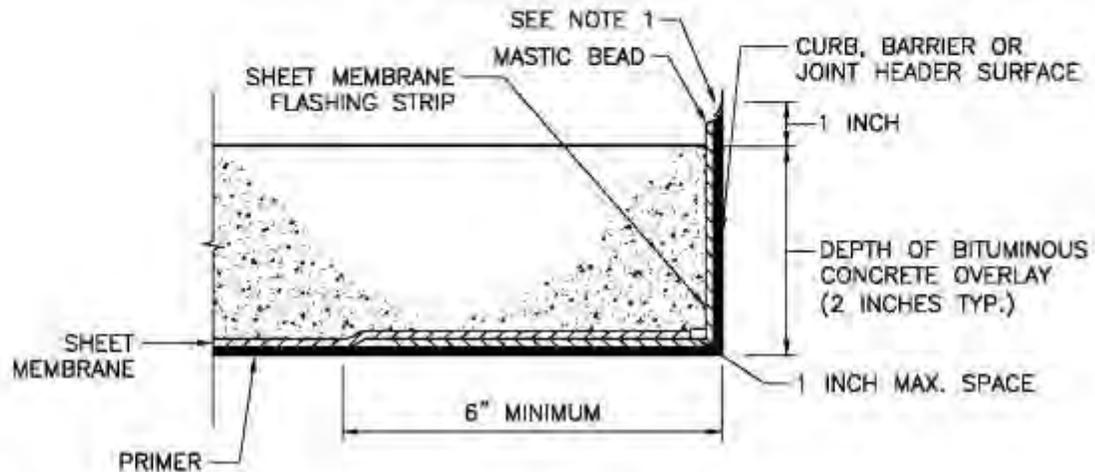
TRANSVERSE SECTION - SUPERELEVATED

N.T.S.

5/10

ITEM 558.5001--25 - MEMBRANE WATERPROOFING SYSTEM FOR STRUCTURAL SLABS**PLATE NO. 2**

ITEM 558.5001--25

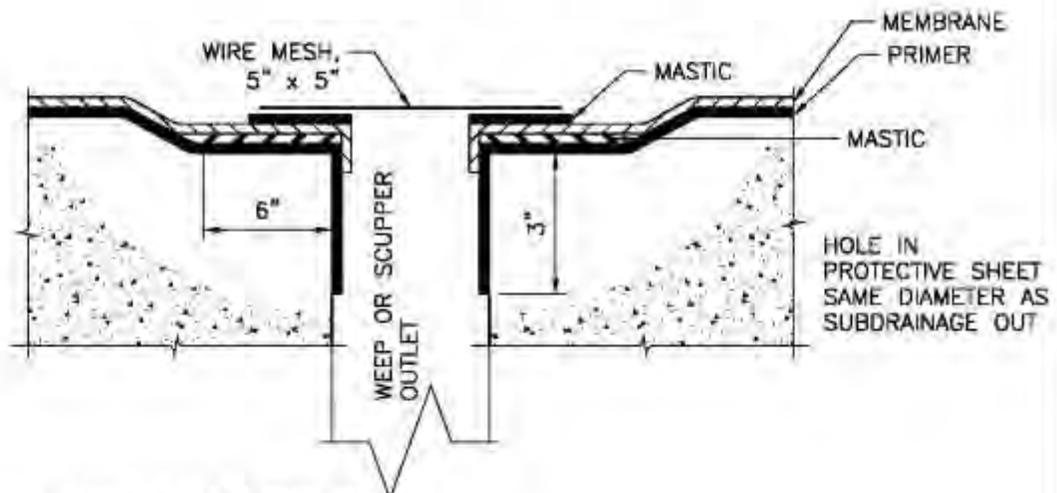
**NOTES:**

1. **PROTECTO-WRAP M-400A** - FLASHING STRIPS SHALL BE ADHERED TO ALL VERTICAL SURFACES WITH **PROTECTO-WRAP 160 H MASTIC**.

ROYSTON BRIDGE MEMBRANE No. 10A - FLASHING STRIPS SHALL BE ADHERED TO ALL VERTICAL SURFACES USING THE HEAT FUSION METHOD.

TYPICAL SHEET MEMBRANE FLASHING DETAIL

N.T.S.

**NOTES**

1. PRIMER EXTENDS DOWN OUTLET 3 INCH MIN.
2. APPLY MASTIC WITHIN 6 INCH OF OUTLET.
3. PIERCE MEMBRANE AT CENTER OF OUTLET AND TURN EDGES DOWN.
4. APPLY MASTIC WITHIN 3 INCH OF OUTLET.
5. PRESS 5" x 5" PIECE OF WIRE MESH INTO MASTIC.

SHEET MEMBRANE DETAIL-SUBDRAINAGE OUTLET

N.T.S.

DW:\STRUCTURES\STRUCTURES TECHNICAL COMMITTEE\SHEET MEMBRANE PLATE 2.DWG

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

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

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

717-03 - Penetrating Type Protective Sealers

CONSTRUCTION DETAILS.

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

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

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

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

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

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

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

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

ITEM 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 697.0203--25 - FIELD CHANGE ORDER (THRUWAY)**1.0 DESCRIPTION**

- 1.1 General.** The Field Change Order (FCO) provides a contract contingency allowance for the timely payment of authorized additional work that is necessary to fulfill the intent of the plans and specifications.
- 1.2 Eligible Work.** FCO payments shall be limited to work that is: (1) within the scope of the contract; (2) a quantity variation of existing contract pay items, or; (3) a new contract pay item introduced as a result of minor field adjustments in the details of the project. All eligible items of work shall have a known unit price, either through use of a contract bid price or through an Agreed Price.

2.0 MATERIALS. None specified.

3.0 CONSTRUCTION DETAILS. None specified.

4.0 METHOD OF MEASUREMENT

- 4.1** This item will be measured for payment on a dollars-cents pay unit basis.
- 4.2 Bid Price.** The unit price shown in the proposal for this item will be considered as the price bid, and shall not be altered in any manner. Should the amount shown be altered, the new figure will be disregarded and the original bid price will be used to determine the total amount bid for the contract.
- 4.3 Payments.** Work for which FCO payments are processed will be measured in accordance with the specifications governing the work.

5.0 BASIS OF PAYMENT

- 5.1** All work to be paid under the FCO item must be authorized in conformance with §104-02 – *Changes, Contingencies, Extra Work and Deductions*. Disputed work, force account work, work associated with §104-10 – *Value Engineering Change Proposals*, or payments for time related provisions are not eligible for FCO payment.
- 5.2** FCO payments will be determined from the quantities and unit prices of eligible work that has been completed in conformance with applicable Specifications. Work for which FCO payments are processed will be paid in accordance with the specifications governing the work.
- 5.3** Prior to processing the final agreement, the FCO payments will be reconciled through a final Order-on-Contract, such that the amount of FCO payments are converted to the corresponding quantities of the pertinent contract pay items. When payments are transferred to the appropriate items, the remaining amount of FCO funds will be deleted.

**ITEM 698.93940001 – INCENTIVE PAYMENTS/DISINCENTIVE
ASSESSMENTS /HOURLY BASIS**

DESCRIPTION. There is no physical work to be accomplished under this item. This item will enable the Department to make incentive payments to (or disincentive assessments against) the Contractor for early substantial completion (or late completion) of work included in the special note titled “Incentive/Disincentive Clause / Hourly Basis” based on the time or times specified in that special note.

MATERIALS. Not applicable.

CONSTRUCTION DETAILS. There are no construction details for this item.

METHOD OF MEASUREMENT. The method of measurement shall be lump sum. Actual payments-incentive (or deductions-disincentive) made under this item shall be as stated below.

BASIS OF PAYMENT. The amount set forth in the proposal is a fixed price for all bidders. Any bid, other than the specified amount shown in the itemized proposal, will be adjusted by the Department to the fixed price.

The Contractor shall be entitled to payment for this item as follows: To determine the actual lump sum payment-incentive or lump sum deduction-disincentive under this pay item, the number of hours actually required to accomplish the work included in the Incentive/Disincentive Clause will be compared to the number of hours specified for the same work in that special note. Should the identified work take longer than the number of hours specified (as may be adjusted under the contract terms), the number of hours in excess thereof will be multiplied by the hourly cost, and that product (lump sum) will be disincentive. Should the hours required to substantially complete the identified work be fewer than the number specified (as may be adjusted under the contract terms), the difference will be multiplied by the hourly cost, and the product (lump sum) will be paid to the contractor as incentive.

Incentive payments shall be made for each individual I/D work period upon completion of the work included in the particular I/D period. Disincentive assessments shall be made separately for each I/D work period upon reaching the completion time established for each I/D work period.

Deductions-disincentive made under the terms of this item shall be in addition to any deductions made as Liquidated Damages (only applied to non-I/D work). Any payments made under this item shall be regarded by the parties to include the cost of all overhead, profit, labor, equipment, supplies, materials, scheduling and management necessary to accomplish the work within the actual number of hours taken. The work of the other items in the contract will be measured and paid for separately under their appropriate items of work.

ITEM 699.04----25 - MOBILIZATION**1. DESCRIPTION:**

1.01 Under this item the work the Contractor shall be generally compensated for expenses which are incurred before significant contract work occurs. The three (3) milestones identified by the NYSTA for successful Contractor completion of mobilization to begin this public works contract are:

a. **Start of Work:**

Provide the necessary bonds, insurance, and prefinancing.

Set up the necessary general plant, including shops, storage areas, offices for itself and the Owner's Engineer and such sanitary and other facilities as are required by local or state law or regulation, and staff the project with equipment.

b. **Schedule of Operations:**

Submit, and if necessary, revise and resubmit, a complete "Critical Path format Schedule of Operations" as described in §108-01, of the TA Addendum.

c. **Minority and Women's Business Enterprise Participation Program:**

Provide a M/WBE participation program meeting the M/WBE goals of the Contract as described in **§109-06 CONTRACT PAYMENTS** and in accordance with **§102-12 D/M/WBE UTILIZATION**.

2. MATERIALS:

2.01 Unless otherwise specified, materials required for mobilization, but not installed as part of the completed contract, shall be as determined by the Contractor, except they shall conform to any pertinent local, State or Federal laws, regulations or codes.

3. CONSTRUCTION DETAILS:

3.01 The work required to provide the above facilities, services, and equipment for mobilization shall be done in a safe and workmanlike manner and shall conform with any pertinent local, State or Federal Law, regulation or code. Good housekeeping consistent with safety and other requirements of this contract shall be maintained.

4. METHOD OF MEASUREMENT:

4.01 Payment for mobilization will be made on a lump sum basis in the next estimate after the acceptable completion of all three (3) mobilization milestones, as documented by the Engineer:

- a. Milestone 1 is submission of required bonds, insurance, and refinancing.
- b. Milestone 2 is acceptance of a CPM Schedule of Operations for the project in accordance with §108-01 of the TA Addendum.

ITEM 699.04----25 - MOBILIZATION

4. METHOD OF MEASUREMENT: (cont'd)

4.01 (cont'd)

- c. Milestone 3 is acceptance of the Contractor's program to comply with the M/WBE goals of the Contract in accordance with **§102-12 D/M/WBE UTILIZATION**.

5. BASIS OF PAYMENT:

5.01 The amount bid for mobilization shall not exceed four percent (4%) of the total contract bid price, excluding the bid price for mobilization.

The amount bid shall constitute only general compensation for the furnishing and maintenance of the services and facilities delineated in Section 1. Description, to the extent and at the time the Contractor deems them necessary for his operations, consistent with the requirements of this work and the contract.

The amount bid shall be payable to the Contractor with the first progress estimate made for other contract work following acceptable completion of all three (3) milestones defining completion of the work of this Item. The first progress estimate shall be made after the value of contract work, excluding the value of this item, meets the requirements set forth in **§109-06 – Contract Payments**.

Payment will be made under:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>
699.04 25	Mobilization	Lump Sum

SPECIAL NOTES

CONFIDENTIAL INFORMATION

1. **Confidential Information:** “Confidential Information” means any information not generally known to the public, whether oral or written, that the Authority claims is confidential and discloses to Contractor for the purposes of performing work on the Project. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: bid documents, plans, drawings, specifications, reports, product information and data, business and security processes and procedures; personnel and organizational data, and financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the authority deems confidential. The Authority will identify written Confidential Information by marking it with the word “Confidential” and will identify oral Confidential Information as confidential at the time of disclosure to the Contractor.
2. **Exempt Materials:** Confidential Information does not include information which, at the time of the Authority disclosure to Contractor; (a) is already in the public domain or becomes publicly known through no act of Contractor; (b) is already known by Contractor free of any confidentiality obligations; (c) is information that the Authority has approved in writing for disclosure; or (d) is required to be disclosed by Contractor pursuant to law so long as Contractor provides the Authority with notice of such disclosure requirement and an opportunity to defend prior to any such disclosure.
3. **Permitted Use:** Contractor may use Confidential Information solely for the purposes of performing work on the Project. Contractor may share Confidential Information with its employees, consultants, sub-consultants, sub-contractors, suppliers, and agents that are necessary to perform work on the Project (“Authorized Personnel”), but must ensure that such Authorized Personnel execute a Confidentiality and Non-Disclosure Agreement as set forth in the Minimum requirements for the Handling and Treatment of confidential Information. The Authority’s disclosure of Confidential Information to Contractor shall not convey to Contractor any right to or interest in such Confidential Information and the Authority shall retain all right and title to such Confidential Information at all times.
4. **Protections:** Contractor shall hold Confidential Information confidential to the maximum extent permitted by law. Contractor shall safeguard Confidential Information in accordance with the Minimum Requirements for the Handling and Treatment of Confidential Information.
5. **Return of Confidential Information:** Upon the written request of the Authority, Contractor shall return all written Confidential Information to the Authority.

EXTERNAL CONNECTIONS

If in order to perform work on the Project, Contractor must make an external connection to the Authority’s data communications infrastructure and/or access Authority information systems, Contractor shall in all respects comply with all Authority policies and procedures regarding such connections and information systems access and undertake whatever actions are necessary in the discretion of the Authority to ensure such compliance. Contractor shall be responsible for all costs associated with ensuring that its own network security measures comply with all Authority policies and procedures regarding external connections.

**MINIMUM REQUIREMENTS FOR THE
HANDLING AND TREATMENT OF CONFIDENTIAL INFORMATION**

Contractor shall meet the following minimum requirements relative to project information that is identified as **CONFIDENTIAL**.

Authorized Personnel:

Contractor shall require that all authorized individuals or entities (e.g., employees, consultants, sub-consultants, sub-contractors, suppliers and agents) (“Authorized Personnel”) to which it discloses **CONFIDENTIAL** information sign a Confidentiality and Nondisclosure Agreement (“Agreement”). Such Agreement shall provide that Authorized Personnel: are personally responsible at all times for protecting **CONFIDENTIAL** information that is in their possession or control; must always use proper precautions to safeguard against the unauthorized access and disclosure of **CONFIDENTIAL** information; must notify Contractor of any known or suspected instances of loss or theft of, or unauthorized access to, **CONFIDENTIAL** information; and must return all **CONFIDENTIAL** information to Contractor upon completion of the project. Contractor shall be responsible for enforcing the provisions of such Agreement through personal observation and supervision of Authorized Personnel and utilization of appropriate processes.

Contractor shall maintain a list of all Authorized Personnel which have access to **CONFIDENTIAL** information and must provide the Authority with such list upon the Authority’s request. Contractor shall update such list monthly and notify the Authority of any changes in such list.

Inventory Control:

Contractor shall create and maintain an inventory of all **CONFIDENTIAL** information that it provides to Authorized Personnel. Upon completion of the project, Contractor shall check all **CONFIDENTIAL** information returned from Authorized Personnel against the inventory. Contractor shall provide a copy of the checked inventory to the Authority.

Use and Storage:

Contractor shall implement reasonable processes during normal working hours to prohibit unauthorized individuals from gaining access to **CONFIDENTIAL** information that is within the Contractor’s custody and control. At times other than normal working hours, Contractor shall store **CONFIDENTIAL** information in a secure area, such as a fire-proof safe, locked desk, cabinet or other secure storage facility, where access can be controlled. Contractor shall control the access that Authorized Personnel have to **CONFIDENTIAL** information stored in such secure areas through the use of manual or automated locks and keys. Contractor shall maintain a list of Authorized Personnel who have access to such secure areas and the specific **CONFIDENTIAL** information therein.

Reproduction:

Contractor may reproduce **CONFIDENTIAL** information only to the extent necessary to carry out contract performance. Contractor must stamp/mark all **CONFIDENTIAL** information that is reproduced with the word **CONFIDENTIAL** and protect it in the same manner as the original.

Transportation:

To the extent feasible and reasonable, Contractor shall hand deliver **CONFIDENTIAL** information with instructions that only the addressee is allowed to open or view it. Contractor may send **CONFIDENTIAL** information that cannot be hand delivered via the U.S. Postal Service or express mail services (e.g., FEDEX) provided: it is packaged and sealed in a way that does not disclose its contents or the fact that it is **CONFIDENTIAL** information, and a signature from the recipient is required.

Under no circumstances shall a transportation method be used that cannot guarantee that **CONFIDENTIAL** information is accessed only by the intended recipient.

Disposal:

Contractor shall dispose of all **CONFIDENTIAL** information, regardless of its form or format, using a destruction method that prevents its unauthorized retrieval (e.g., crosscut or micro shredding, degaussing).

Loss, Theft or Unauthorized Access:

Contractor shall provide timely notice to the Authority upon discovery of any incident involving the loss or theft of, or unauthorized access to, **CONFIDENTIAL** information.

SPECIAL NOTE:
CONTROL OF MATERIALS

The Contractor's attention is directed to the TA Addendum, Section 106 – CONTROL OF MATERIAL, located elsewhere in this Proposal. The Contractor understands and agrees that some or all of the off-site inspection and approval of material such as precast concrete items, structural steel, bridge bearings, concrete structural elements and/or their components to be used on this project will be done by the New York State Department of Transportation (NYSDOT) as the Authority's agent.

The Contractor agrees to the following conditions:

1. Whenever the Contractor receives direction from the NYSDOT regarding the approval/rejection of material that direction constitutes direction by the Authority under the contract, and shall be final and accepted as such by the Contractor.
2. The Contractor will not allow off-site materials subject to inspection and approval of NYSDOT to be shipped to the project site without direct authorization from the NYSDOT.
3. At the Pre-Award Meeting or as soon as practicable, but in any case before the Pre-Construction Conference, the Contractor will provide the following information to the Thruway Authority's Director, Office of Construction Management, for transmittal to NYSDOT to arrange off-site inspections:
 - A. The name and address of each Manufacturer of all materials, and portions thereof, requiring off-site quality assurance to be incorporated into this highway project.
 - B. The name and address of each Fabricator fabricating each steel item or any portion thereof to be incorporated into this highway project.
 - C. The name and address of each Fabricator manufacturing structural pre-cast/pre-stressed items or any portion thereof to be incorporated into this highway project.
4. The Contractor agrees that it and its Subcontractors and Suppliers will acquire all materials to be incorporated into this Thruway/Canal project **only** through Manufacturing, Batching and Fabrication facilities approved by NYSDOT.

AVAILABILITY OF ELECTRONIC BID DATA

1. SUMMARY:

The New York State Thruway Authority (NYSTA) uses Trns•port Expedite Software for electronic bidding. Expedite is a product of the American Association of State Highway and Transportation Officials (AASHTO) that is currently used by the majority of State Departments of Transportation. It is provided free of charge, and can be used on almost any Windows-compatible PC. It integrates with many existing electronic bid preparation software, and has import/export capability for use with database and spreadsheet systems. Expedite allows bidders to receive electronic proposal bid item information from the New York State Thruway Authority (NYSTA) internet web site and to produce both an electronic and a paper-based bid.

For additional information and downloads, see the NYSTA website at:
<http://www.nysthruway.gov/business/contractors/expedite/index.html>.

2. PARTICIPATION AND RELATIONSHIP TO PAPER DOCUMENTS:

Electronic bidding neither replaces paper bids nor forces any Contractor to bid electronically. Rather, participation is voluntary and **electronic bidders must submit paper documents that match the electronic file**. Expedite prints a check code on every bid page that must match the check code in the computer file. As the check code changes every time the electronic file is modified, matching the codes verifies that the data on the printed bid is the same as in the electronic file. **In case of discrepancy, paper bids always prevail and are the primary legal document.**

3. THIRD-PARTY SOFTWARE:

The NYSTA endorses no particular product but expects all such vendors and individuals to voluntarily keep pace with changes in NYSTA specifications.

4. PROPOSAL NOTES AND CHANGES BY AMENDMENT:

Contractors are solely responsible for recognizing and properly responding to any and all special notes and circumstances printed in the Contract Proposal and any and all changes by amendment from the amendment documents and/or notices communicated to them by the NYSTA Contracts Unit. Amendments are posted online at: <http://www.thruway.ny.gov/business/contractors/documents/index.shtml>. If an amendment involves changes to item bid date, an amended Expedite file will be posted to the NYSTA website, and this file must be applied to your electronic bid. However, not all amendments will involve changes to item bid data. Do not bid without carefully reviewing the printed proposal and any and all changes by amendment. Proposal notes and circumstances include, but are not limited to, printed information on alternate, fixed and/or limited cost items and/or special circumstances regarding item placement and use.

SPECIAL NOTE:**REQUIREMENTS FOR CONTRACTOR'S UTILIZATION OF AREAS
OUTSIDE OF THE RIGHT-OF-WAY**

1. Before the contractor can utilize any area outside of the NYS Thruway Authority or NYS Canal Corporation (NYSTA/CC) Right of Way (or outside of a temporary easement obtained for the project by the NYSTA/CC), for any work associated with this project, written approval to do so shall be obtained from the NYS Thruway Authority through the Project Engineer. The contractor's request for approval shall be in writing and the Authority shall be allowed 2 weeks to review the request and respond.
2. This requirement applies to areas such as, but not limited to: borrow areas, spoil areas, equipment and/or material storage areas, haul roads, batching areas, water points, shop areas, and all similar areas. This requirement does not apply to the Contractor's established and permanent headquarters, commercial borrow sources, commercial gravel pits, commercial quarries, and all similar areas.
3. The contractor's written request for approval shall include a letter report prepared by an Environmental Professional, acceptable to the Authority, documenting the investigation of the proposed site. The expectation is that an Environmental Professional visits the site, performs an assessment of the proposed use against all applicable environmental requirements, and then documents their findings and recommendations. The letter report shall include the following unless otherwise authorized by the Authority:
 - a) A written description of the activities the contractor wishes to perform at the proposed site, including timeframes.
 - b) Maps showing Federal and State regulated wetlands. The area proposed for use shall be depicted on each map.
 - c) A site location map which accurately shows the area proposed for use, adjacent property boundaries/owners, the location of all wetland boundaries observed, and any required erosion and sediment control measures. If present, wetlands shall be delineated in the field by the Environmental Professional with stakes and ribbon, and wetland delineation data forms shall be completed.
 - d) A written statement prepared by the Environmental Professional regarding the presence of any rare animals or plants or significant natural communities. The Environmental Professional shall use the NYSDEC Environmental Resource Mapper to make this determination. If any rare species are identified, then determine if the rare species are listed as endangered or threatened and whether the NYSDEC determines the proposed use may be harmful to the species or their habitat. If so, address to the satisfaction of the NYSDEC.
 - e) A copy of the applicable SPDES permit and any local municipal permits related to use of the site.
 - f) A listing of other Environmental Permits which were obtained by the Authority for the project. These are referenced in the contract proposal.
 - g) A completed NYSTA Property Release form. The form is available through the Project Engineer.
 - h) A plan showing all restoration work. This includes, but is not limited to, plans for grading, surface restoration details, and erosion and sediment control.
4. This requirement does not waive other provisions of the contract related to use of lands outside the Right of Way. Rather, it shall be viewed as supplementary. The following contract provisions still remain in effect:

§107-08 Protection and Restoration of Property and Landscape, Subsection B. Outside the Right of Way
§107-10 Managing Surplus Material and Waste

COMPLIANCE WITH SPDES REGULATIONS

The Contractor is advised that the NYS Thruway Authority has evaluated Stormwater requirements for this project and has determined that coverage is not warranted under NYS Department of Environmental Conservation's SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002). The Contractor shall read and understand the requirements of GP-0-15-002. In the event the Contractor's operations, e.g., clearing and grubbing, expanded staging area; will cause an increase in ground disturbance beyond the amount identified in the Contract Documents, coverage under GP-0-15-002 may be required. Prior to commencing these operations, the Contractor should immediately advise the Project Engineer, who will in turn discuss the request with the Project Designer and Division Environmental Specialist or Environmental Point of Contact.

- In the event coverage is required under GP-0-15-002 as a result of these operations, the Contractor will be required to prepare a Stormwater Pollution Prevention Plan (SWPPP) and submit a Notice of Intent (NOI) with the NYS Department of Environmental Conservation.
- In the event coverage is required under GP-0-15-002 as a result of changes made by the Authority/Corporation, the Authority/Corporation will be required to prepare a SWPPP and submit a NOI.

In either case, the Contractor will not be allowed to proceed until verification of coverage under GP-0-15-002 has been provided to the Project Engineer. The Contractor shall make no claim against the Authority/Corporation for delays resulting from preparing a SWPPP, filing a NOI, and seeking verification of permit coverage.

SPECIAL NOTE**DIESEL EMISSION REDUCTION ACT (DERA) REGULATORY COMPLIANCE**

All Authority/Corporation Contractors are made aware that Environmental Conservation Law (ECL) 19-0323 and the New York State Department of Environmental Conservation (NYSDEC) regulation 6 NYCRR Part 248 *Use of Ultra Low Sulfur Diesel (ULSD) Fuel and Best Available Retrofit Technology (BART) for Heavy Duty Vehicles* requires retrofit of all regulated heavy duty diesel vehicles working on all State awarded contracts. Current statute sets December 31, 2015 as the date when all regulated vehicles must be retrofitted with BART. A link to NYSDEC's enforcement discretion which states the current deadline is located at: <http://www.dec.ny.gov/chemical/74288.html>. The New York State Thruway Authority/Canal Corporation (NYSTA/CC) and its Contractors are responsible for annual reporting.

All Authority/Corporation Contractors shall make determinations of regulatory applicability for vehicles in their inventory used on active Authority/Corporation contracts during each calendar year. These determinations shall be based on the definition of Heavy Duty Vehicle (HDV) including on and off road diesel vehicles having gross vehicle weights in excess of 8,500 pounds, excluding vehicles that are exempt as defined in 6 NYCRR 248-1.1(b)(14). Contractors shall also quantify ULSD fuel used by regulated vehicles in active contract work during the calendar year.

An electronic copy of 6 NYCRR Part 248 can be accessed at <http://www.dec.ny.gov/regs/2492.html>. Electronic copies of the Regulated Entity Vehicle Inventory Form and the Regulated Entity and Contractors Annual Report Form can be accessed under Part 248 – Use of Ultra Low Sulfur Diesel Fuel and Best Available Retrofit Technology for Heavy Duty Vehicles at the following link: www.dec.ny.gov/chemical/4754.html.

To allow for required reports to be submitted to NYSDEC by the regulatory deadline of November 1, each year, DERA annual reporting by Authority/Corporation Contractors shall be submitted to NYSTA/CC by October 1, of every year reporting the required information from the previous calendar year (i.e., all 2014 information to NYSTA/CC by October 1, 2015, etc.).

Electronic mail submissions can be sent to dieselreport@thruway.ny.gov

SPECIAL NOTES**GREEN CONSTRUCTION REQUIREMENTS****ULTRA LOW SULFUR DIESEL FUEL**

In order to reduce diesel emissions, the Contractor shall use Ultra Low Sulfur Diesel (ULSD) fuel to operate all diesel engines used to complete the work that will operate for 10 hours or more on the contract site. ULSD fuel requirements shall apply to:

- All diesel engines/equipment.
- Stationary and mobile equipment.
- Owned, leased and rented equipment.

The hours the piece of equipment is used to complete the work is defined as the actual time the engine is running. The time may be continuous or discontinuous and includes warm-up periods idling, in traffic periods, etc.

The Contractor shall correct non-compliance when any diesel powered construction equipment is in non-compliance. If non-compliance is observed, the Contractor shall correct the non-compliance within a 24-hour period.

SPECIAL NOTES**GREEN CONSTRUCTION REQUIREMENTS****CONTROLLING EXPOSURE TO DIESEL EXHAUST**

The Contractor shall exercise measures to protect “Sensitive Receptors” from the impacts of diesel exhaust fumes. Sensitive Receptors include, but are not limited to: hospitals, schools, daycare facilities, building fresh air or ventilation intakes, elderly housing or convalescent facilities. The Contractor shall ensure that diesel powered engines are located away from building air conditioners and windows.

The goal is to minimize exposure of Sensitive Receptors in close proximity to diesel exhaust, in terms of both concentration and time. In general, close proximity is defined as within 15 meters of a Sensitive Receptor. Mitigation techniques include positioning stationary equipment exhausts greater than 15 meters from Sensitive Receptors, extension of equipment exhausts through the use of flexible tubing; protecting building air intakes; and the use of moving operations.

Idling time for diesel powered equipment shall be limited to three consecutive minutes for delivery and dump trucks and all other diesel powered equipment except as follows:

- When a “mobile source” (vehicle) is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control.
- When it is necessary to operate a loading, unloading or processing device.
- When the outdoor temperature is less than - 3°C (27°F).
- When the “mobile source” is being repaired.

Arrow panels and portable variable message signs shall be solar powered wherever possible or practical.

Whenever possible and practicable, the Contractor shall establish staging areas for diesel powered vehicles waiting to load or unload materials at the work site. Such areas shall be located where diesel emissions have the least impact on Sensitive Receptors and the general public.

SPECIAL NOTES**GREEN CONSTRUCTION REQUIREMENTS****DUST CONTROL**

The Contractor shall minimize dust from disturbed soil surfaces or other materials that can cause off-site damage, health hazards and traffic safety problems. Dusty conditions resulting from the Contractor's operations shall be corrected at no additional cost to the State. Buffer areas of vegetation should be left where practical. Water quality shall be considered when selecting materials for dust control. An approved dust palliative may be used in conformance with applicable conditions placed on its use. A list of acceptable dust palliatives is available at: www.nysdot.gov/divisions/engineering/technical-services/geotechnical-engineering-bureau/dust-palliatives .

For areas not subject to traffic, products and materials may be applied or placed on soil surfaces to prevent airborne migration of soil particles, including:

- Vegetative Cover –provides the most practical method of dust control.
- Mulch (including rolled erosion control products) –provides a fast, effective method of dust control.
- Spray Adhesives –Generally composed of polymers in a liquid or solid form mixed with water to form an emulsion that is sprayed on the soil surface. The mixing ratios and application rates will be in accordance with the manufacturer’s recommendations for the specific soils on the site. Adhesives shall not be applied to wet soils or if there is a probability of precipitation within 48 hours.

For areas subject to traffic (traveling public or construction traffic) products and materials may be applied or placed on soil surfaces to prevent airborne migration of soil particles, including:

- Water Sprinkling – The site may be sprayed with water until the surface is wet. This is especially effective on haul roads and access routes.
- Polymer Additives –Polymers shall be mixed with water and applied to the driving surface using mixing ratios and application rates in accordance with the manufacturer’s recommendations. No application of the polymer will be made if there is a probability of precipitation within 48 hours of its proposed use. Any polymers must be used in accordance with the NYSDEC issued “Conditions for Use” and “Application Instructions.” This information can be obtained from the NYSDEC website.
- Barriers – Woven geotextiles or stone can be placed on the driving surface to effectively reduce dust throw and particle migration on haul roads.
- Windbreak – A silt fence or similar barrier can control air currents at horizontal intervals equal to ten times the barrier height. Preserve existing vegetation that acts as a wind barrier as much as practical.
- Wheel Washing – Mechanical or manual wet-method cleaning of on-road construction vehicle tires prior to leaving site.

SPECIAL NOTE**GENERATOR KNOWLEDGE FOR DISPOSAL OF TREATED WOOD**

The U.S. Environmental Protection Agency (EPA) and New York State Department of Environmental Conservation (NYSDEC) technique for evaluating whether a material is hazardous for toxicity is the Toxicity Characteristic Leaching Procedure (TCLP). TCLP testing of pentachlorophenol (“penta”) and creosote treated wood by the Electric Power Research Institute, Association of American Railroads, and others has conclusively demonstrated that treated wood products are not a hazardous waste. Under EPA’s and NYSDEC’s rules, such “generator knowledge” can be utilized in place of testing to determine that a waste is not hazardous. This information can be used as evidence that treated wood products can be disposed as non-hazardous waste, based on generator knowledge, in lieu of physical testing.

Generator knowledge information, obtained from the American Wood Preservers Institute (AWPI) can be viewed at their web site located at www.awpi.org. AWPI’s information comes from studies conducted by the Electric Power Research Institute (EPRI), the Washington Public Ports Association (WPPA), and the Association of American Railroads (AAR). EPRI test results are for both penta-treated and creosote-treated wood. WPPA and AAR test results are for creosote-treated wood.

NOTE: Arsenically-treated (*e.g.*, chromated copper arsenate [CCA]) wood products disposed by the end user are exempt from classification as a federal hazardous waste regardless of the TCLP results for specified constituents from any individual sample. Also, wood products treated with preservatives that contain no TCLP constituents (*e.g.*, Kodiak Preserved Wood containing Copper Dimethyldithiocarbamate) are not hazardous waste.

SPECIAL NOTES
FOREST INSECT DISEASE CONTROL

MOVEMENT OF WOOD MATERIALS FROM PROJECT SITES

Pursuant to New York State Department of Environmental Conservation (NYSDEC) Regulations, 6NYCRR, part 192.5, *Firewood Restrictions to Protect Forests from Invasive Species*, it is unlawful to transport any firewood material more than 50 miles from its point of origin to limit the spread of invasive insect species. “Firewood” shall mean all wood of any species, cut or not cut, split or not split, regardless of length which is (a) in a form and size appropriate for use as a fuel, or (b) which is destined for use as a fuel. Firewood shall not include kiln-dried dimensional lumber, wood that has been chipped to a maximum piece size that is no greater than 1-inch in two dimensions, or logs or wood being transported to sawmills or other manufacturing facilities for use in their primary operations. All Thruway Authority/Canal Corporation (TA/CC) projects are subject to this requirement. Additional information can be found at the following link: <http://www.dec.ny.gov/regs/4079.html>

If firewood is to be moved within 50 miles of its point of origin a “Self-Issued Certificate of Origin for Transport and Possession of Untreated Firewood” must be completed. This form can be found at the following link: http://www.dec.ny.gov/docs/lands_forests_pdf/selfisscert.pdf

INVASIVE SPECIES AND QUARANTINE MATERIALS MOVEMENT

NYSDEC Regulations, 6NYCRR, part 192.6, *Quarantine Orders*, No person shall fail to comply with the provisions of any quarantine order issued by the Department pursuant to Environmental Conservation Law (ECL) section 9-1303. To the extent the provisions of section 192.5 *Firewood Restrictions to Protect Forests from Invasive Species* and such quarantine order are in conflict, the more restrictive provision shall apply. TA/CC is under New York State and Federal ash quarantines where it is unlawful to transport any ash material outside of several counties (see quarantine maps at http://www.agriculture.ny.gov/PI/eab/emerald_ash_borer_quarantine.pdf and <http://www.dec.ny.gov/animals/47761.html>). Therefore, any parts of ash trees, including leaves, bark, stumps, limbs, branches, roots, and ash logs of any length, and firewood (see above for definition of firewood) from ANY tree species, are all considered regulated articles and must be handled properly. Tree-felling, clearing and grubbing operations at project sites may result in the contractor’s need to handle materials from ash tree species and/or firewood or chips from ANY tree species. To the greatest extent possible in areas of clearing and grubbing, ash trees should be pre-identified and marked prior to commencement of construction to promote the proper handling of these materials.

Un-infested ash materials in any form may be moved offsite, but only within the quarantine zone. Firewood from ANY tree species may never be moved more than 50 miles and never from the quarantine area, into non-quarantine areas. Transport of any wood needs the required transport certificate: http://www.dec.ny.gov/docs/lands_forests_pdf/selfisscert.pdf

Note: According to the quarantine maps, several parts of the Thruway are the boundary between the quarantine area (south) and the non-quarantine area (north). Therefore, transport of any wood material would be prohibited across the roadway from south to north, but acceptable from north to south.

Note: Any ash materials that are known or suspected to be infested with live emerald ash borer pests in any life stage must be reported immediately to the EIC and/or designee for further appropriate action and coordination with regulatory agencies.

SPECIAL NOTES
FOREST INSECT DISEASE CONTROL

Any ash materials chipped to a size no greater than 1-inch in at least two dimensions is considered safe to be transported outside the quarantine zone, but only in accordance with a Chip/Mulch Agreement and Transport Agreement received from the NYS Department of Agriculture and Markets (NYSDAM). If any regulated ash materials must be moved outside of the currently quarantined area, a certification from the NYS Department of Agriculture and Markets (NYSDAM) or USDA Animal & Plant Health Inspection Service (APHIS) must be obtained. For further information see the following links:

<http://www.dec.ny.gov/animals/47761.html>

<http://www.agriculture.ny.gov/PI/eab.html>

MARKER RELOCATION DURING CONSTRUCTION
EXISTING MILE MARKERS AND TENTH-MILE MARKERS AND DELINEATORS

All Mile Markers and Tenth-Mile Markers are to be maintained during construction of this project. The Contractor will be allowed to temporarily relocate them to avoid damage to them or for constructability purposes. The Mile Markers and Tenth-Mile Markers can be moved but the new location must be visible to traffic and be reasonably close to their original location. The Mile Markers must be returned to their original location upon completion of construction at that location. Cost for this work shall be included in the bid price for the various pay items in the Project, unless the work is specifically called for in the Contract Documents.

If the Contract calls for replacement of existing Milemarkers and/or Tenth-Milemarkers, they shall remain in place, or reset to a location reasonably close to their original location, until the new markers are installed.

SPECIAL NOTE**BIRD / BAT WASTE AWARENESS**

The Contractor should be aware that there may be bird/bat waste in the work area. The waste may contain trace amounts of metals and the fungus *Histoplasma capsulatum*. Exposure to this fungus can result in the disease histoplasmosis. Proper health and safety precautions shall be identified in the contractor's health and safety plan in accordance with section 107-05. The disposal facility that accepts the bird/bat waste may need documentation as to its composition to determine that it is non-hazardous and/or otherwise suitable for disposal at that location.

SPECIAL NOTE

PG BINDER AND MIX DESIGN LEVEL

Requirements of this note apply to all Section 402 and Section 404 Asphalt (HMA and WMA) 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 hot mix 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 HMA items that are appropriate for an Estimated Traffic Level of <30 Million ESALs.

Note: The PG binder for this project may be modified with CRM additives to meet the requirements stated above. Handling of the HMA shall be discussed at pre-construction and pre-paving meetings.

SPECIAL NOTE**RAP PG Binder Contribution**

When greater than 10% of recycled asphalt pavement (RAP) is utilized in the production of hot mix asphalt (HMA) Top Course for this contract, the following minimum asphalt content will be utilized in the final mixture design calculation for optimum asphalt content:

HMA Mixture	Minimum Asphalt Content (%)
9.5 HMA	6.0
12.5 HMA	5.4

The mixture design will be formulated such that all the volumetric properties are within the criteria specified in the latest Material Method 5.16. The total targeted asphalt content of virgin binder and the accepted RAP asphalt contribution shall not be less than the minimum asphalt content of the mix design during production indicated in the above table.

SPECIAL NOTE**OPTIONAL USE OF WARM MIX ASPHALT (WMA) TECHNOLOGIES**

The contractor has the option of using an Approved WMA Technology in the production of all 402, *Hot Mix Asphalt (HMA)* items, except *SUPERPAVE HMA with Ice Retardant* items, *Waterproofing Bridge Deck HMA* items, and *Paver-Placed Surface Treatment* items, at no additional cost to the State.

If the contractor chooses to use a WMA technology, the provisions of §401 and §402 shall apply including the following:

Use an approved technology appearing on the Approved List for *Technologies for Warm Mix Asphalt*. Design a mixture using a WMA Technology in accordance with MM 5.16, *Superpave Hot Mix Asphalt Mixture Design and Mixture Verification Procedure*. At a minimum, a one point verification of the mixture's volumetric properties is acceptable for the following situations:

- When the WMA mix design is based on an existing Production Status HMA mix design.
- When the WMA mix design is based on, and utilizes a different WMA technology than, an existing Production Status WMA mix design.

Comply with the latest manufacturer's "Production, Testing, and Compaction Details" from the Approved List for incorporating the WMA technology. Test specimens may be made from plant produced or laboratory prepared WMA. Test specimens must be made from plant produced WMA if adding the WMA technology in the lab does not simulate the production process. The Regional Materials Engineer (RME) may require a State representative be present during the fabrication and testing. Submit the WMA design to the RME for review and verification at least 14 calendar days before production, including:

- Name of WMA technology and the target dosage rate.
- If using an additive other than water,
 - Submit a MSDS for the additive.
 - Submit either enough of the additive for the laboratory mix design verification, or the additive pre-blended in the PG Binder at the correct dosage. If the additive is not pre-blended into the PG Binder, include directions for properly incorporating the additive into the laboratory made mixture.
- Prior to the submission of any mix design, contact the RME to determine if there is an increased concern regarding the mixture's moisture susceptibility based on the WMA technology and/or the type of aggregate being used, or the performance of similar mixes. The RME may require AASHTO T 283 moisture susceptibility test results, meeting a minimum Tensile Strength Ratio (TSR) of 80%, as part of the mix design submission.

Submit Production Quality Control Plan revisions incorporating the WMA technology if not previously submitted.

For 80 Series Compaction Method, complete all breakdown roller passes before the mat temperature falls below 230° F, unless approved by the Director, Materials Bureau.

When the asphalt mixture is being placed over a *Sheet-Applied Waterproofing Membrane*, maintain a minimum delivery temperature in accordance with the Material Detail Sheets prepared by the membrane manufacturer.

HMA WITH CRUSHED GLASS

SCOPE. This specification covers the requirements for the addition of crushed glass to hot mix asphalt mixtures. The provisions of Section 402 - Hot Mix Asphalt (HMA) Pavements applies except that the Contractor has the option of blending of the crushed glass in the following mixes:

- 1 1/2 inch Nominal Max. Size
- 1 inch Nominal Max. Size
- 3/4 inch Nominal Max. Size
- Truing and Leveling Course

If the Contractor chooses the crushed glass option, the following modifications to the Standard Specifications shall apply:

MATERIAL REQUIREMENTS

Crushed glass shall be subject to the approval of the Regional Materials Engineer prior to its use. The crushed glass shall contain no more than 1% (by weight) contaminants and shall meet the following gradation:

Sieve Size	Percent Passing
3/8 inch	100
1/4 inch	90 - 100
No. 30	0 - 20

Note: The gradation requirements may be modified upon approval by the Regional Materials Engineer.

Crushed glass may be included in the mixture up to 5%, maximum, of the total aggregate weight. The crushed glass, aggregate, and Performance-Graded Binder (PGB) shall meet the requirements specified in the Standard Specification §401-2.01 Hot Mix Asphalt Designs and §401-2.04 Performance-Graded Binder.

CONSTRUCTION DETAILS

The crushed glass shall be proportioned from a separate feed bin approved by the Regional Materials Engineer. In addition, all requirements pertaining to aggregate shall apply to crushed glass including the equipment requirements for automatic proportioning and recording as stipulated for aggregate in §401-3.08.

METHOD OF MEASUREMENT. The provisions of §401-4 and §402-4, Method of Measurement, shall apply.

BASIS OF PAYMENT. The provisions of §402-5, Basis of Payment, shall apply.

USE OF RECLAIMED ASPHALT SHINGLES (RAS) IN THE PRODUCTION OF ASPHALT MIXTURES

DESCRIPTION. The requirements below cover the use of Reclaimed Asphalt Shingles (RAS) in the production of asphalt mixtures. Sections 401 and 402 of the NYS Standard Specifications apply except as modified herein.

MATERIAL REQUIREMENTS

The Contractor has the option of using the following:

- Manufactured Waste (MW) RAS may be used in shim, base, binder, and top courses (excluding 6.3 HMA Top Course, Waterproofing Bridge Deck Overlay, and Ice Retardant mixtures).
- Post Consumer Waste (PCW) RAS and may be used in shim, base and binder courses.

The RAS must be stockpiled at the plant facility and shall be subject to the approval of the Regional Materials Engineer (RME) prior to its use. RAS shall meet the following requirements:

- Shall be from a source that has obtained a beneficial use determination (BUD) from the NYS Department of Environmental Conservation (DEC) as specified in 6 NYCRR 360-1.15.
- Shall be certified to be asbestos free.
- Shall be completely free of nails. In addition, it shall contain no more than 1% by weight of other deleterious materials such as glass, wood, plastic, etc.
- Shall meet the following gradation:

Sieve Size	Percent Passing	
	Min.	Max.
¼ inch (6.3 mm)	100	-
#4 (4.75 mm)	90	100
#8 (2.36 mm)	75	90
#16 (1.18 mm)	50	70
#30 (0.600 mm)	30	55
#50 (0.300 mm)	15	40
#100 (0.150 mm)	5	25
#200 (0.075 mm)	-	15

The maximum RAS allowed in the mixture is 2% by weight of the total mixture. A Control Plan for using shingles in HMA shall be developed and submitted to the Regional Materials Engineer detailing the control and testing of the stockpiles. RAS shall be uniformly blended with RAP to reduce clumping and must be stockpiled separate from other stockpiles. Other methods of reducing RAS clumping can be utilized with the approval of the RME.

Rejuvenator. A rejuvenator shall be added to PCW RAS using a pugmill or similar equipment to pre-blend and stockpile the rejuvenated PCW RAS. Alternatively, a spray system may be used to spray the rejuvenator onto the PCW RAS prior to its introduction into the plant mixer. The

USE OF RECLAIMED ASPHALT SHINGLES (RAS) IN THE PRODUCTION OF ASPHALT MIXTURES

rejuvenator shall meet the requirements of ASTM D 4552, *Standard Practice for Classifying Hot-Mix Recycling Agents*. Other liquid products or methods which facilitate softening of the PCW RAS binder may be used with the approval of the Regional Materials Engineer. The application rate shall be as recommended by the rejuvenator supplier.

Mixture Design. Prior to production of the HMA, the mixture design shall be developed to meet all the requirements in the latest Materials Method (MM) 5.16, *Hot Mix Asphalt (HMA) Mixture Design and Mixture Verification Procedures*, available on the Department's website. The mixture design shall also meet the performance test criteria listed in the table below. The testing must be performed by an AASHTO Materials Reference Laboratory (AMRL) approved laboratory that has the capability of performing these tests. When RAS is used in conjunction with RAP, the total percentage of reclaimed material shall not exceed the maximum of 20% for Top Course and Binder Course, and 30% for Base Course currently allowed under the specifications during the production of HMA.

Mixture Performance Test Requirements

Tests	Specification Criteria
Dynamic Modulus, AASHTO TP 79	Report
Flow Number, AASHTO TP 79	200, min.
Flexural Beam Fatigue, AASHTO T 321, 750 μ -Strains	10,000 cycles, min.
Overlay Tester, TxDOT TEX-248F	300 cycles, min.

Reclaimed PG Binder Ratio: The ratio of reclaimed PG binder from the RAP and RAS to the total PG binder content shall not exceed 0.2.

CONSTRUCTION DETAILS

The provisions of Section 401 and Section 402 apply except that the RAP/RAS stockpile shall be tested at a frequency of at least once per day of production to determine the asphalt content and the gradation of the combined reclaimed material.

REINFORCEMENT FOR CEMENT CONCRETE

Bar reinforcement and wire fabric specified in the Contract Documents shall be in accordance with the following:

Bar Reinforcement used on this project shall meet the requirements of Section 709-01 *Bar Reinforcement, Grade 60*, or Section 709-14 *Bar Reinforcement, Grade 75*, as detailed on the plans. No substitutions will be allowed. Bar reinforcement (for the items listed below) shall be galvanized and fabricated in accordance with ASTM A767 and meet the requirements of Section 709-11 *Galvanized Bar Reinforcement*. The requirements of ASTM A767 Section 4.3 (Chromating) will not be waived.

Wire Fabric Reinforcement used on this project (for the items listed below) shall meet the requirements of Section 709-02 *Wire Fabric for Concrete Reinforcement*. Any Wire Fabric Reinforcement required for the items listed below shall be galvanized in accordance with Section 719-01 *Galvanized Coatings and Repair Methods*, Type I. Galvanized Wire Fabric Reinforcement shall be fabricated and galvanized in accordance with ASTM A123 and ASTM A767. The requirements of ASTM A767 Section 4.3 (Chromating) will not be waived.

Item Numbers that require the use of **Galvanized Bar Reinforcement** and/or **Galvanized Wire Fabric Reinforcement** on this project are as follows:

557.9009--25

Reinforcement for Reinforced Concrete Pipe and Related Drainage Structures shall meet the requirements of Section 706 – *Concrete, Clay, and Plastic Pipe*.

**AFFIRMATIVE
ACTION
REQUIREMENTS**

**GOALS FOR DISADVANTAGED/MINORITY/WOMEN'S BUSINESS ENTERPRISE
(D/M/WBE) PARTICIPATION**

The Department has established the following utilization goal(s) for this contract, expressed as a percentage of the total contract bid amount. For clarification of Disadvantaged Business Enterprise (DBE) Utilization, Minority Business Enterprise (MBE) Utilization or Women's Business Enterprise (WBE) Utilization requirements refer to §102-12 *D/M/WBE Utilization* of the Standard Specifications.

Disadvantaged Business Enterprise (DBE) Utilization Goal	_____ % (Federal-Aid Only)
Minority Business Enterprise (MBE) Utilization Goal	<u> 0 </u> % (Non-Federal-Aid Only)
Women's Business Enterprise (WBE) Utilization Goal	<u> 0 </u> % (Non-Federal Aid Only)

Directories and/or Information related to the current certification status of Disadvantaged Business Enterprises can be obtained from the NYS Unified Certification Program website at: <http://biznet.nysucp.net>

Direct questions concerning Disadvantaged Business Enterprise Utilization to:

NYS Department of Transportation
Office of Construction
50 Wolf Road Pod 51
Albany, New York 12232
(518) 457-6472

Direct questions concerning Disadvantaged Business Enterprise Certification to:

NYS Department of Transportation
Contract Audit Bureau
DBE Certification
50 Wolf Road, 1st Floor South
Albany, New York 12232
(518) 457-3180

Directories and/or information related to the current certification status of Minority and Women's Business Enterprises can be obtained by contacting:

Empire State Development Corporation
Office of Minority and Women's Business Development
625 Broadway
Albany, New York 12207
(518) 292-5100
<https://ny.newnycontracts.com/>

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS – STATE

1. **REQUIREMENTS** – During the performance of this contract, the Contractor agrees to comply with the Equal Employment Opportunity (EEO) requirements specified herein.

2. **DEFINITIONS** – As used in these requirements, the following definitions will apply:
 - A. “Covered Area” means the geographical area described in the solicitation from which this contract resulted or the geographic area within which this contract will be performed.

 - B. “Authority” means the New York State Thruway Authority.

 - C. “Executive Director” means the Executive Director of the New York State Thruway Authority, or his/her duly authorized representative.

 - D. “Compliance Unit of Contracts and Construction Management” means the Thruway Authority’s Compliance Unit or his/her duly authorized representative.

 - E. “Employer Identification Number” means the Federal Social Security Number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department form 941.

 - F. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

 - (ii) Hispanic (a person of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;

 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast, Asia, the Indian Subcontinent, or the Pacific Islands); and

 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification. Identification may be made by any suitable authority in the community such as an educational institution, religious organization, or a state agency).

3. **NON-DISCRIMINATION CLAUSE** – The Contractor will ensure equal employment opportunity by not discriminating against any applicant for employment because of race, color, religion, sex, national origin, age, disability, or marital status, regarding, (among other things) the following: upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

4. **MINORITY AND WOMEN EMPLOYMENT GOALS** – The Contractor shall make a good-faith effort to ensure equal employment opportunity by taking the affirmative action’s set forth in paragraph 6A through P of these requirements. The Contractor’s success in achieving or bettering the goals set forth herein shall be a substantial factor in any determination of whether the Contractor has complied with its obligation to ensure equal employment opportunity in the performance of this contract. The goals are expressed as percentages of the total hours of employment and training that the Contractor should reasonably be able to give to female or minority employees in a certain covered area. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. These goals were established from materials published by the NYS Department of Economic Development based on appropriate workforce, demographic or other relevant data or labor force developed by the Division of Minority & Women’s Business Development utilizing the 1990 Census Data.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS – STATE

- 5. TRAINING SPECIAL PROVISION** – If the contract proposal includes the Training Special Provision, the Contractor is required to comply with that provision as part of these Equal Employment Opportunity Requirements. The Training Special Provision requires the Contractor to provide training to at least one minority or woman indentured apprentice or trainee. If the Contractor fails to meet the employment goals for minorities or women specified herein, additional training of minorities and women will be required to satisfy the employment goals.
- 6. AFFIRMATIVE ACTION STEPS** – The Contractor shall implement affirmative action steps at least as extensive as the following:
- A. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor’s employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out of the Contractor’s obligation to maintain such a working environment, with specific attention to minority and female individuals working at such sites or in such facilities.
 - B. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations’ responses.
 - C. Maintain a current file of the name, address, and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of the action which was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in writing to the Compliance Unit and noted in the file with the reasons therefore, along with whatever additional actions the Contractor may have taken.
 - D. Provide immediate written notification to the Compliance Unit when the Contractor has information that the union referral process has impeded the Contractor’s efforts to meet its obligation.
 - E. Develop on-the-job training opportunities and/or participation in training programs which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor’s employment needs, especially those programs funded or approved by the United States Department of Labor, the New York State Department of Labor, or the New York State Thruway Authority and appropriate for utilization on New York State Thruway Authority projects. The Contractor shall provide notice of these programs to the sources complied under 6.B. above. If the Contractor fails to develop or participate in such apprentice or training programs, its failure to meet the goal set forth herein will be presumed to be noncompliance with these requirements.
 - F. Disseminate the Contractor’s equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its equal employment opportunity obligations, by including it in any policy annual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, and other similar items, by specific review of the policy with all management personnel and with all minority and female at least once a year, and by posting the Contractor’s equal employment opportunity policy on bulletin boards accessible to all employees at each location where work under this contract is performed.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS – STATE

- G. Review, at least annually, the Contractor's equal employment opportunity policy and affirmative action obligations under this requirement with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decision, including specific review of these items with on-site supervisory personnel such as superintendents, general forepersons, etc., prior to the initiation of work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- H. Disseminate the Contractor's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to, and discussing the Contractor's equal employment opportunity policy with, other Contractors and subcontractors with whom the Contractor does or anticipates doing business.
- I. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screening procedures, and tests to be used in the selection process.
- J. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.
- K. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or marital status.
- L. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other similar activities.
- M. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under this requirement are being carried out.
- N. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- O. Send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this requirement and post copies of the notice in conspicuous places available to employees and applicants for employment.
- P. Conduct a review, at least annually, of all supervisors' adherence to, and performance under, the Contractor's equal employment opportunity policies and affirmative action obligations.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS – STATE

- 7. CONTRACTOR ASSOCIATIONS** – Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative actions obligations. The efforts of a Contractor association, joint Contractor union, Contractor community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling one or more of its obligations under this requirement provided that the Contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor’s minority and female workforce participation, makes a good faith effort to meet its individual goals, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor’s and failure of such a group to fulfill an obligation shall not be a defense for the Contractor’s non-compliance.
- 8. TRANSFER OF MINORITY OR FEMALE EMPLOYEES** – Through implementing the affirmative action’s set forth above and the Contractor’s other efforts to ensure equal employment opportunity, the Contractor must have made a commitment to employ minorities and women throughout the life of the contract. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be violation of the contract.
- 9. CREDITING NON-WORKING TRAINING HOURS TOWARD EMPLOYMENT GOALS** – In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor, the New York State Department of Labor or the New York State Thruway Authority and appropriate for utilization on the New York State Thruway Authority projects.
- 10. REQUIRED RECORDS**
- A. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the Contractor’s equal employment opportunity policy is being carried out and to keep records. The records shall include the names, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed for each employee. Records shall be maintained in an understandable and retrievable form. To the extent that records kept by the Contractor for other purposes satisfy the requirements of this paragraph, the Contractor need not maintain separate records.
- B. The Contractor shall submit on a monthly basis “Employment Utilization Report” (TA-W1017-9) to the Engineer and the Compliance Unit. Records of the total employee utilization from the start of the contract up to and including the month being reported shall be submitted on these monthly reports. For the purpose of these reports, the hours of female employment and training and the hours of minority employment and training shall be separately calculated. All females, whether minority or non-minority, shall be calculated within the hours of female employment and minority females shall not be used in the calculation of hours of minority employment.
- C. For the purpose of the reports required above, the employment and training hours worked by each person may only be used once in any one month and the Contractor is cautioned that it may not discriminate against minority females in connection with attaining its affirmative action goals under these requirements.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS – STATE

- D. All records required by this Section must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Authority or the Compliance Unit.
11. **GOALS NOT TO BE USED TO DISCRIMINATE** – The Contractor shall not use the goals or affirmative action requirements to discriminate against any person because of race, color, religion, sex, national origin, age disability, or marital status.
 12. **NEW YORK STATE DEPARTMENT OF ECONOMIC DEVELOPMENT DIVISION OF MINORITY AND WOMEN’S BUSINESS DEVELOPMENT** – The Contractor will comply with any procedures and guidelines established by the Director of the Office of Contract Compliance and Minority and Women-Owned Business Enterprise (hereinafter the Director of the Office of Contract Compliance) under the authority of New York State Governor’s Executive Order 21, issued August 3, 1983 (hereinafter Executive Order 21) and will comply with any rules, regulations and orders of the Executive Director as may be promulgated pursuant to or under the authority of Executive Order 21, or other applicable law or order.
 13. **AVAILABILITY OF CONTRACTOR’S RECORDS** – The Contractor will furnish all information and reports as may be required by the Director of the Office of Contract Compliance under the authority of Executive Order 21, or by rules, regulations and orders of the Executive Director as may be promulgated under or pursuant to Executive Order 21, and will permit access to its books, records and accounts by the Authority or the Compliance Unit for purposes of investigating compliance with these requirements and such rules, regulations, orders, procedures and guidelines.
 14. **ENFORCEMENT** – In order to determine whether the Contractor has complied with the requirements, the Authority may proceed by order to show cause, compliance conference, hearing or any other lawful procedure upon due notice in writing to the Contractor. In the event the Authority finds that the Contractor has failed to comply with these requirements, this contract may be canceled, terminated, or suspended in whole or in part in accordance with the procedures authorized in Section 312 of Executive Law 15-A, Section 102-17 of the New York State Standard Construction Specifications and Section 40 of the Highway Law, and the Contractor may be declared ineligible for further New York State government contract or construction contracts, and such other sanctions may be imposed and remedies invoked as provided under the authority of Executive Order 21 or by rule, regulation, or order of the Executive Director, or as otherwise provided by law.
 15. **CONTRACTOR’S RESPONSIBILITY REGARDING COLLECTIVE BARGAINING AGREEMENT**– Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor’s obligations under these requirements, any rules, regulations, procedures and guidelines promulgated or established pursuant to Executive Order 21.
 16. **APPLICABILITY TO SUBCONTRACT** – As per Section 312 of Executive Law 15-A the Contractor will physically include this document, Equal Employment Opportunity Requirements, as part of every subcontract or purchase order unless exempted by rules, regulations, or orders of the Executive Director, pursuant to Executive Order 21, and such requirements shall be binding upon each subcontractor, service provider, or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions, including sanctions for noncompliance; PROVIDED, HOWEVER, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of any provision or direction issued pursuant to these requirements or by the Authority, the Contractor may request the State of New York to enter into such litigation or dispute to protect the interests of the State of New York.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS – STATE

- 17. EQUAL EMPLOYMENT OPPORTUNITY OFFICER** – The Contractor will designate and make known to the Department of Equal Employment Opportunity Officer (EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active Contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.
- 18. COMPLAINTS OF ALLEGED DISCRIMINATION/SEXUAL HARASSMENT** – The Contractor will promptly investigate all complaints of alleged discrimination/sexual harassment made to the Contractor in connection with his/her 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/sexual harassment 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 his or her avenues of appeal. (Division of Human Rights, Equal Employment Opportunity Commission).

The Contractor shall inform the Compliance Unit (within 24 hours) in writing of any formal or informal, complaint, incident or any issue of discrimination/sexual harassment. Results of investigation must be submitted to the Compliance Unit within ten (10) days of the complaint.

EMPLOYMENT GOALS FOR MINORITY AND WOMEN PARTICIPATION BY COUNTY

<u>COUNTY</u>	<u>MINORITY %</u>	<u>WOMEN %</u>
Albany	6.56	4.67
Allegheny	1.00	5.08
Bronx	56.41	4.72
Broome	4.15	6.24
Cattaraugus	5.00	3.76
Cayuga	1.38	4.47
Chautauqua	3.47	4.83
Chemung	3.44	4.96
Chenango	2.07	6.67
Clinton	1.22	5.63
Columbia	3.81	3.16
Cortland	2.05	6.89
Delaware	2.36	5.59
Dutchess	7.63	3.24
Erie	9.66	3.32
Essex	0.33	5.33
Franklin	6.77	5.69
Fulton	1.00	4.07
Genesee	5.47	5.18
Green	2.88	4.09
Hamilton	0.76	6.11
Herkimer	1.00	4.22
Jefferson	2.12	3.65
Kings	56.41	4.72
Lewis	0.87	4.82
Livingston	1.54	4.14
Madison	1.52	4.52
Monroe	14.20	5.81
Montgomery	2.39	3.74
Nassau	16.09	3.24
New York	56.41	4.72

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS – STATE**EMPLOYMENT GOALS FOR MINORITY AND WOMEN PARTICIPATION BY COUNTY**

<u>COUNTY</u>	<u>MINORITY %</u>	<u>WOMEN %</u>
Niagara	6.00	4.12
Oneida	3.75	3.98
Onondaga	8.27	5.36
Ontario	1.62	3.79
Orange	10.00	3.46
Orleans	5.74	4.14
Oswego	1.25	4.03
Otsego	0.86	4.91
Putnam	2.42	2.79
Queens	56.41	4.72
Rensselaer	3.46	3.01
Richmond	12.81	2.46
Rockland	18.37	3.80
St. Lawrence	1.78	4.86
Saratoga	1.10	5.25
Schenectady	6.05	2.85
Schoharie	1.36	2.99
Schuyler	0.49	4.67
Seneca	2.22	5.45
Steuben	1.39	4.84
Suffolk	11.73	4.10
Sullivan	8.16	3.60
Tioga	0.53	8.90
Tompkins	4.19	4.99
Ulster	5.93	4.29
Warren	2.13	3.41
Washington	1.91	3.56
Wayne	3.66	4.77
Westchester	24.50	3.38
Wyoming	0.33	4.30
Yates	1.67	2.68

TRAINING SPECIAL PROVISIONS – STATE FUNDED

This work shall consist of the employment and meaningful and effective training of minority and women in NYS Thruway Authority approved training programs leading to their qualification as journeyworkers in the skilled trades required in highway construction. This Training Special Provision supplements the Equal Employment Opportunity requirements included elsewhere in this Proposal entitled “Equal Employment Opportunity (EEO) Requirements”. Each of the foregoing prescribed specific percentage goals for utilization of minorities and women in the performance of work for the geographic location of the contract.

GENERAL: The primary objective of this Training Special Provision is to provide training opportunities to minorities and women in construction trades for two purposes:

1. To maintain a pool of qualified minorities and women to replace those journeyworkers who, in the natural course of events, will leave the workforce; and
2. To provide minorities and women as indentured apprentices or trainees in those geographic areas where shortages in minorities and women journeyworkers are recognized because of the Contractor’s inability to meet the EEO goals set fourth in this contract.

Each contract which contains this Training Special Provision shall require the training of at least one minority or woman indentured apprentice or trainee. Such individual shall be approved by the Authority. Other than this initial training obligation, to be undertaken and provided by the Contractor, no additional training obligations will exist under this Training Special Provision unless the goals for minority and women employment and training in the skilled workforce (exclusive of laborers) are not continuously met on the contract and generally distributed amongst the trades. In the five counties of New York City, the goals specified for each trade are applicable and must be met. Whenever the goals are not met, additional minorities and/or women indentured apprentices and/or trainees will be assigned or approved in numbers necessary to meet the goals. Data necessary to determine if goals are being met will be provided on Contractor and Subcontractor Employment Utilization Reports (Form TA-1017-9). The data will be verified by the visual observance of the Project Engineer, or designated project inspectors, and hours of employment reported on Contractor or Subcontractor certified weekly payrolls.

The number of minorities and women indentured apprentices and trainees required to be trained under this item shall not exceed 12% of the total journeyworker workforce on the contract, i.e. no more than 1 in of the skilled workforce is required to be a minority or woman indentured apprentice or trainee. This limitation applies regardless of minority and women representation in the trades. However, this limit on required training in no way absolves the Contractor of the responsibility to comply with the EEO requirements.

PRE-AWARD MEETING: Before the Contractor will be allowed to begin work, the Contractor shall attend a Pre-award Meeting and shall submit for Authority use and acceptance, a Workforce and Training Utilization Schedule (TA-1024) which shall be correlated to the Contractor’s contract work schedule. The Schedule shall include at least the following information:

1. A work schedule for the entire contract,
2. An estimate of the work force required to conform to the work schedule on a monthly basis including an estimate of the workforce in each trade and/or work classification projected to be used including Subcontractors,
3. Separate estimates of the number of minorities and women indentured apprentices or trainees that would be required in each skilled trade to meet the contract EEO employment goals for that trade assuming no minorities or women journeyworkers in the workforce,
4. The proposed training programs to be used and the starting dates for training in each trade and/or work classification,
5. An estimate of the availability of minorities and women journeyworkers in numbers sufficient to meet the EEO contract goals, and
6. Any proposal by the Contractor to use trainees or indentured apprentices to make up for anticipated EEO goal shortfalls. Such proposals shall include the name and craft of any individual proposed by the Contractor as the required trainee or indentured apprentice. In the case of an indentured apprentice, evidence of indentureship and registration of the approved apprenticeship program must be included.

No contract work may be undertaken until the Authority has accepted the Schedule. The Contractor shall submit a revised Workforce and Training Utilization Schedule at such times as major changes in the contract work schedule occur which substantially affect the previously submitted schedule.

RECRUITMENT: Although the training requirements of this Training Special Provision are not intended, and shall not be used to discriminate against any applicant for training, whether a member of a protected class or not, it is recognized that non-minority males have traditionally been and continue to be trained, either formally or on-the-job in an informal manner, for work in the trades utilized in construction work. Therefore, until such time that representative numbers of minorities and women complete training and their utilization as journeyworkers is demonstrated to the extent of the participation goals as set forth in the Authority's construction contract, training required under this Training Special Provisions will be primarily limited to minorities and women. Thus, the Contractor shall demonstrate compliance with the intent of this Training Special Provision by affording the Authority the opportunity to:

1. First, approve the use of a minority or woman indentured apprentice known to the Contractor through an existing Joint Apprenticeship Training program, or
2. Second, provide a partially trained minority or woman trainee who is currently enrolled in a New York State Department of Labor approved training program, or
3. Third, work cooperatively with the Contractor in recruitment of new minorities or women trainees, when needed.

In conformance with the foregoing, the Authority's Form TA-1018(Request for Personnel), should be submitted to the Authority's Affirmative Action Administrator identified to the Contractor at the Preconstruction Meeting. The Contractor shall allow reasonable time for the Authority's Compliance Specialist to ensure on-the-job orientation for approved apprentices or assigned trainees within their first month of employment.

WORK HISTORY: No individual shall be employed as a trainee in any trade and/or work classification in which such person has successfully completed a training course providing journeyworker status in the same trade or work classification, or in which such person has been gainfully employed as a journeyworker by virtue of informal on-the-job training. Detection of individuals in the above categories may be accomplished by including appropriate questions on employee application forms, inquiries to the Authority's Compliance Specialist, checking personal references, or by other suitable means. Regardless of the method used, the Contractor shall document the finding for each indentured apprentice or trainee provided training under this requirement. A copy of the finding shall be given to the Authority's Compliance Specialist. In the case of indentured apprentices, evidence of indentureship in a registered approved apprenticeship program shall also be submitted.

SUBCONTRACTING: In the event the Contractor subcontracts a portion of the contract work, the Contractor shall ensure the requirements of this Training Special Provision are physically incorporated in such subcontracts to ensure the workforce utilization by the Subcontractor meets the goals for minorities and women employment and training, either independently or in combination with the prime Contractor's workforce. The Contractor must determine the hours of training, if any, and in which trade or work classification, minorities or women indentured apprentices or trainees are to be trained by the Subcontractor(s). However, the Contractor shall retain the primary responsibility for meeting the training requirements of this Training Special Provision. Subcontractors are herewith advised that disregard of these requirements may result in the Authority either rescinding approval of or disapproving their use on subsequent Authority contracts.

TRAINING PROGRAMS: The minimum length, type of training, and rate of pay for the trade or the work classification of the trade will be specified in the training program approved or sanctioned by the New York State Department of Labor.

Where training is to be provided under this Training Special Provision, the Contractor shall obtain acceptance or approval of the training program to be used, and the starting time for training, prior to commencing training. The Contractor shall provide on-the-job training directed toward developing journeyworkers in the trade, or work classification(s) of the trade, involved. To the extent the work involved on the contract permits, such training should include all phases and facets of a trade, or work classification of a trade, to satisfy usual construction industry requirements for continued or future employment therein.

It is the intent of this Training Special Provision that training will be provided in construction trades rather than clerical type positions. Training may be permitted, in unique circumstances, in lower level management positions such as office engineers, where the training is oriented toward construction related activities. Some off-site training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of an overall training program. Both off-site and lower level management training are subject to the Authority's approval.

TRAINEE WAGES: An employee on any New York State Public Works Contract must be paid the full journeyman prevailing wage unless such employee is individually registered in an approved and registered New York State Department of Labor Apprenticeship Program.

It is the responsibility of the Contractor to ascertain the status of any employee utilized to satisfy the trainee requirements under this contract, and to ensure that all New York State Department of Labor apprenticeship requirements are met.

Apprentices shall 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. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyworker wage rate on the wage determination which provides for less than full benefits for apprentices.

DURATION OF TRAINING: Once an indentured apprentice is approved or a trainee is assigned to the contract under the Training Special Provision, that individual shall be trained in the designed trade throughout the duration of the contract whenever such trade is in use on the contract until the trainee or apprentice has completed the approved training program. Where training is provided under a multiphase apprenticeship or training program, it is expected that training will be provided continually through all phases to the extent that opportunities for such training exist in the work under contract. Upon satisfactory completion of a phase of training under a multiphase training program, if further appropriate and required training is not available and work in the work classification of the completed phase is available, the minority or woman indentured apprentice or trainee shall continue employment, and be compensated at the prevailing journeyworker wage rate for such work. Hours of employment as a journeyworker described above will not be credited toward training hours required by the approved training or apprenticeship program.

If an indentured apprentice or trainee is terminated before completion of the contract for any reason other than seasonal lay-off or completion of work in that trade, the Contractor shall hold a counseling session with the Authority's Compliance Specialist and the individual to explain the reasons for termination. Documentation that the counseling session was held and the reasons for termination shall be given to the Authority's Compliance Specialist.

REQUIRED RECORDS: The Contractor shall provide each minority or woman trained under this provision with a certification showing the type and length of training satisfactorily completed. In addition, the Contractor shall keep records on the job site indicating the nature and hours of training provided to each trainee or indentured apprentice and furnish weekly reports documenting performance under this Training Special Provision to the Project Engineer.

No measurement will be made of training provided to indentured apprentices or trainees for whom no work history has been provided to the Project Engineer. In addition, no measurement will be made of training provided to apprentices for whom no evidence of indentureship in a registered apprenticeship program has been provided to the Project Engineer.

NO PAYMENT FOR TRAINING: No payment will be made for the training required of the Contractor under this Training Special Provision. The required training is labor cost which is included in the lump sum bid by the Contractor for the items of work comprising the contract.

- (1) *Journeyworker means a person who is capable of performing all the duties within a trade or a given work classification of a trade.*

TRAINEE/APPRENTICESHIP NOTICE

Notwithstanding any of the provisions under the contract section entitled TRAINING SPECIAL PROVISION, especially subsections entitled Training Programs and Trainee Wages, dealing with approved and/or sanctioned programs and graduated percentage wages, the Contractor is advised that all requirements for Apprenticeships (including all manner and form of traineeships and skill programs) are under the exclusive jurisdiction of the New York State Department of Labor, Job Service and Training Division, Albany Apprentice Training Central Office, Bldg. 12, Room 586, State Office Building Campus, Albany, NY 12240.

An employee on any New York State Public Works Contract must be paid the full, journeyperson prevailing wage unless such employee is individually registered in an approved and registered NYS Department of Labor Apprenticeship Program.

This law is applicable even on Federal-aided contracts as long as any State money is involved, and even if an employee might otherwise be acceptable as a trainee in an approved and sanctioned New York State Department of Transportation and/or Federal Highway Administration training program.

It is the responsibility of the Contractor to ascertain the status of any employee utilized to satisfy the trainee requirements under this contract, and to ensure that all New York State Department of Labor Apprenticeship requirements are met.

It is the responsibility of the Contractor to ascertain the status of any employee utilized to satisfy the trainee requirements under this contract, and to ensure that all New York State Department of Labor Apprenticeship requirements are met.

Unless such employees are individually registered in a New York State Department of Labor approved and registered Apprenticeship Program, they must be paid the full, prevailing journeyperson wage, not the graduated, trainee wage set forth in the section TRAINING SPECIAL PROVISIONS of the contract.

NON-FA AFFIRMATIVE ACTION REQUIREMENTS

Special Equal Employment Opportunity Responsibilities

1. GENERAL

- a. Equal employment opportunity requirements that take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or PR-1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The Contractor will work with the New York State Thruway Authority, New York State Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Contractor will accept as operating policy the following statement which is designed to further the provision of equal opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program.

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, color, or national origin. 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.

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

The Contractor will designate and make known to the New York State Thruway Authority contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active Contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. DISSEMINATION OF POLICY

- a. All members of the Contractor's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:
 - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

NON-FA AFFIRMATIVE ACTION REQUIREMENTS

- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.
 - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.
- b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor units (where appropriate), college placement officers, etc., the Contractor will take the following actions:
- (1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The Contractor's equal employment opportunity 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.

5. RECRUITMENT

- a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. 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 minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor's EEO Officer will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

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 permits the Contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The Contractor will encourage present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

NON-FA AFFIRMATIVE ACTION REQUIREMENTS

6. 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, or national origin. The following procedures shall be followed:

- a. The Contractor will conduct periodic inspections of project sites to insure 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 practices.
- c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. When 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 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 his/her avenues of appeal.

7. TRAINING AND PROMOTION

- a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.
- 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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph is superseded thereby.
- 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 minority groups and women employees and will encourage eligible employees to apply for such training and promotion.

8. UNIONS

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor, either directly or through a Contractor's association acting as agent, will include the procedures set forth below:

NON-FA AFFIRMATIVE ACTION REQUIREMENTS

- a. The Contractor will use his/her best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Contractor will use his/her best efforts to incorporate an equal employment opportunity 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 or national origin.
- 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 or such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the New York State Thruway Authority 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 minority and women 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, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 New York State Thruway Authority.

9. SUBCONTRACTING

- a. The Contractor will use his/her best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from Empire State Development, Division of Minority and Women Business Development.
- b. The Contractor will use his/her best efforts to ensure Subcontractor compliance with their equal employment opportunity obligations.

10. RECORDS AND REPORTS

- a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate:
 - (1) The number 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 to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.

NON-FA AFFIRMATIVE ACTION REQUIREMENTS

- (4) The progress and efforts being made in securing the services of minority group Subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the New York State Thruway Authority, New York State Department of Transportation and the Federal Highway Administration.
- c. The Contractor will submit to the New York State Thruway Authority, a monthly report for the first three months after construction begins, thereafter upon request, and each month of 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 PR-1391, Federal-Aid Highway Construction Contractor's Monthly EEO Report. If on-the-job training is being required by "Training Special Provisions," the Contractor will be required to furnish Form FHWA-1409, Federal-Aid Highway Construction Contractor's Quarterly Training Report.

PROGRESS PAYMENTS - OEOC REPORTS

Processing of progress payments is contingent upon Contractor documentation of compliance with **all** contract requirements, including EEO/MWBE Program (Equal Employment Opportunity/Minority and Women Business Enterprise Program) reports, in accordance with the brochure entitled "Minority and Women Business Enterprise Program, Information on Completing Program Reports", which is sent to all low bidders by the NYSTA Office of Contracts and Construction Management.

Forms listed below may be required and shall cover the period since the last reporting period. Specific forms and schedule will be stipulated at the EEO/MWBE Program pre-award meeting.

TA-W1017-9 Monthly Employment Utilization
TA-W1023-9 Payments to D/M/WBE Subcontracting Firms
TA-W1046-9 Weekly Training Progress Report

In addition, the following shall reflect up-to-date status:

TA-W1022-9 Utilization Plan for All Subcontractors
TA-W1024-9 Workforce and Training Utilization Schedule
TA-W1041-9 Training Report
TA-W1064-9 Construction Contractors Annual EEO Report



New York State Thruway Authority • New York State Canal Corporation
 Office of Construction Management - Compliance Unit
 P.O. Box 189
 Albany, NY 12201-0189



UTILIZATION PLAN FOR ALL SUBCONTRACTORS

Purpose: This form is completed by the contractor for the utilization of all subcontractors, suppliers and trucking firms.

INSTRUCTIONS: Complete form and submit within 10 days after bid opening.

Contractor Name and Address		Federal ID No.	Contract Numbers		Agreement Amount		
List all Subcontractors, Suppliers and Trucking Firms			Certification Status	Submission	Items of Work, Services, or Supplies to be Provided	TA No.	D No.
Name	_____						
Address	_____						
Phone No.	Federal ID No.						\$
Name	_____						
Address	_____						
Phone No.	Federal ID No.						\$
Name	_____						
Address	_____						
Phone No.	Federal ID No.						\$
Name	_____						
Address	_____						
Phone No.	Federal ID No.						\$
Name	_____						
Address	_____						
Phone No.	Federal ID No.						\$
Prepared by: _____			Signature		Phone No. _____		
_____			Title		Date Submitted _____		
					Sub Total From Page 2		\$
					Grand Total		\$

UTILIZATION PLAN FOR ALL SUBCONTRACTORS

List all Subcontractors, Suppliers and Trucking Firms			Certification Status	Submission	Items of Work, Services or Supplies to be Provided	Agreement Amount
Name	_____					
Address	_____					
Phone No.	_____	Federal ID No.				\$
Name	_____					
Address	_____					
Phone No.	_____	Federal ID No.				\$
Name	_____					
Address	_____					
Phone No.	_____	Federal ID No.				\$
Name	_____					
Address	_____					
Phone No.	_____	Federal ID No.				\$
Name	_____					
Address	_____					
Phone No.	_____	Federal ID No.				\$
Name	_____					
Address	_____					
Phone No.	_____	Federal ID No.				\$
Compliance Unit Comments:						
						Sub Total \$

INSTRUCTIONS FOR THE MANUAL COMPLETION OF THE EMPLOYMENT UTILIZATION REPORT – TA-W1017-9

PURPOSE

The Employment Utilization Report is prepared by contractors and subcontractors to document their performance in attempting to meet the goals for equal employment opportunity included in the contract. The report covers all hourly workers, including crew chiefs, assigned to the construction project; it does not cover salaried personnel such as superintendents. The completed reports are used by the Thruway to monitor the contractor's and subcontractor's compliance with the contract's equal employment opportunity requirements.

SUBMISSION

The Employment Utilization Report is to be completed by both prime and subcontractors and signed by the designated EEO Officer or authorized representative of the Contractor or Subcontractors. The prime contractor shall: complete a report for its own workforce, and prepare a summary report for the entire combined contract workforce. All the reports are to be submitted to the Engineer-In-Charge (EIC) each calendar month during the term of the contract. They shall include the total work hours for all employees in each trade or work category for all payrolls completed in the entire reporting period. This report is required by Article 15-A of the Executive Law of New York State Section 312, and 23 U.S.C., Section 140(a).

GENERAL

1. Check YES or NO as appropriate to indicate whether or not this particular TA-W1017-9 filing will be your last TA-W1017-9 filing for the entire contract.
2. Contract Number
3. Name of County or Counties in which the contract is located.
4. Enter Zip Code
5. Minority and Female Goals for the County of the project address from the contract EEO requirements.
6. The Month and Year covered by the report.
7. Prime Contractor's Name and Federal Employer Identification Number, only if form is being completed by the Contractor.
8. Date Work Began: Enter the month and year work began on this contract.
9. Work Completed to Date: Estimate the percent of contract work completed at this time.

JOB OR TRADE CATEGORIES

There are 9 standard job or trade categories printed on the TA-W1017-9. They include the trades commonly used in highway and bridge construction. These categories are intended to be general in nature and may include several job titles, depending on local custom. (For example, all laborers whether "skilled" or "unskilled" are to be included in the laborer category; journeyworker mechanics employed to operate equipment on the job site such as compressors would be included in the equipment operator category.) In some rare cases, trades other than those identified on the TA-W1017-9 may be required to perform the contract work; for example a plumber might be utilized in the construction of a rest area. All work performed by trades other than those printed on the form should be combined in the "Other" category. Work level designations of Journeyworker (J), Apprentice (A), or Trainee (T), are included as separate entries for each standard job category. All entries of hours worked must be recorded opposite the appropriate work level for those categories. No separate identification of work level is required for "other" crafts or job categories. Crew chiefs and other hourly supervisors should be counted as journeyworkers in their appropriate job or trade categories.

WORK HOURS OF EMPLOYMENT (This Reporting Period)

- 10-14** Report the work hours of employment provided in each Job or Trade category during the reporting month. Include all employment covered by payrolls issued during the reporting month. Unless otherwise noted, the Hours of Employment provided to Males (M) and Females (F) are reported separately. Where separate work designations

are shown for a single trade, i.e., work designations are shown for a single trade, i.e., report these work hours accordingly.

10. Total hours of work for all employees regardless of their ethnicity.
11. Black (not of Hispanic origin): All persons having origins in any of the Black racial groups.
12. Hispanic: All persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race.
13. Asian or Pacific Islander.
14. Native American or Alaskan Native.
15. Minority Percentage: the sum of all minority male employment for a category divided by the total work force employment for that category, i.e. $(11M + 12M + 13M + 14M) + (10M + 10F)$. Journeyworkers, Apprentices, and Trainees are combined Apprentices, and Trainees are combined when computing this percentage.
16. Female Percentage: the female employment of all employees for a category divided by the total employment of all employees for that category, i.e. $(10F) + (10M + 10F)$. Journeyworkers, Apprentices, and Trainees are combined when computing this percentage.

NUMBER OF EMPLOYEES

- 17-18 Record the number of people employed during the reporting period. The numbers of Male (M) and Female (F) employees in each column are reported separately.
17. The total number of people employed regardless of ethnicity.
18. The total number of minority persons employed.

TOTAL WORK HOURS OF EMPLOYMENT TO DATE (Cumulative)

This section provides a current total of the employment provided throughout the life of the contract to date. The total employment to date is calculated by adding the work hours of employment reported this period to the previous month's reported total work hours of employment to date.

19. Total hours of work for all employees regardless of their ethnicity (cumulative - include non-minorities minorities).
- 20-23 The sum of the corresponding entry for EMPLOYMENT THIS REPORTING PERIOD and the previous period's TOTAL WORK HOURS OF EMPLOYMENT TO DATE for each combination of job category, ethnicity, and sex.
24. Minority Percentage = $(20M + 21M + 22M + 23M) + (19M + 19F)$.
25. Female Percentage = $(19F) + (19M + 19F)$

GRAND TOTAL

26. Enter the cumulative total of each column.

OFFICIAL OF PRIME CONTRACTOR/SUBCONTRACTOR

27. Signature and Title of the company official completing the report.
28. Date signed.

TA-W1017-9
(06/10/05)

NEW YORK STATE THRUWAY AUTHORITY • CANAL CORPORATION
MONTHLY EMPLOYMENT UTILIZATION

1. FINAL REPORT <input type="radio"/> YES <input checked="" type="radio"/> NO		2. CONTRACT TA #				3. COUNTY				4. ZIP CODE								
5. CONTRACT GOALS %		MINORITY		FEMALE		6. REPORT (MONTH & YEAR)												
7. CONTRACTOR NAME						EMPLOYER FEDERAL ID NO.				Select Report Type Below: <input checked="" type="radio"/> PRIME <input type="radio"/> COMPOSITE <input type="radio"/> SUBCONTRACTOR								
8. PROJECT START DATE (Month & Year)				9. Percent of Work Completed to Date:														
WORK HOURS OF EMPLOYMENT THIS MONTH																		
JOB OR TRADE CATEGORY JOURNEYWORKER, APPRENTICE, OR TRAINEE	10. TOTAL ALL EMPLOYEES BY TRADE (NON-MINORITIES & MINORITIES)				11. BLACK (NOT OF HISPANIC ORIGIN)		12. HISPANIC		13. ASIAN OR PACIFIC ISLANDERS		14. AMERICAN INDIAN OR ALASKAN NATIVE		15. MINORITY %	16. FEMALE %	17. TOTAL NUMBER OF EMPLOYEES		18. TOTAL # OF MINORITY EMPLOYEES	
	M		F		M	F	M	F	M	F	M	F			M	F	M	F
	J	A	T															
LABORER	J																	
	A																	
	T																	
EQUIPMENT OPERATOR	J																	
	A																	
	T																	
SURVEYOR	J																	
	A																	
	T																	
TRUCK DRIVER	J																	
	A																	
	T																	
IRON WORKER	J																	
	A																	
	T																	
CARPENTER	J																	
	A																	
	T																	
MASON	J																	
	A																	
	T																	
PAINTER	J																	
	A																	
	T																	
ELECTRICIAN	J																	
	A																	
	T																	
OTHER	J																	
TOTAL	J																	
A																		
T																		
TOTAL WORK HOURS OF EMPLOYMENT TO DATE (Cumulative)																		
JOB OR TRADE CATEGORY JOURNEYWORKER, APPRENTICE, OR TRAINEE	19. TOTAL ALL EMPLOYEES BY TRADE (NON-MINORITIES & MINORITIES)				20. BLACK (NOT OF HISPANIC ORIGIN)		21. HISPANIC		22. ASIAN OR PACIFIC ISLANDERS		23. AMERICAN INDIAN OR ALASKAN NATIVE		24. MINORITY %	25. FEMALE %				
	M		F		M	F	M	F	M	F	M	F						
	J	A	T															
LABORER	J																	
	A																	
	T																	
EQUIPMENT OPERATOR	J																	
	A																	
	T																	
SURVEYOR	J																	
	A																	
	T																	
TRUCK DRIVER	J																	
	A																	
	T																	
IRON WORKER	J																	
	A																	
	T																	
CARPENTER	J																	
	A																	
	T																	
MASON	J																	
	A																	
	T																	
PAINTER	J																	
	A																	
	T																	
ELECTRICIAN	J																	
	A																	
	T																	
OTHER	J																	
TOTAL	J																	
A																		
T																		
26. GRAND TOTAL																		
27. Official of Prime Contractor/ Subcontractor (Title and Signature)														28. Date Signed				

TA-W1023-9 (06/10/05)



New York State Thruway Authority - New York State Canal Corporation
 COMPLIANCE UNIT/ OFFICE OF CONTRACTS AND CONSTRUCTION MANAGEMENT
 P.O. BOX 189, Albany, New York 12201-0189
 DISADVANTAGED/MINORITY/WOMEN'S BUSINESS ENTERPRISE PROGRAM
 PAYMENTS TO D/M/WBE SUBCONTRACTING FIRMS



MONTH AND YEAR
 REPORTING

CONTRACTOR/ SUPPLIER NAME: _____ CONTRACT TA#: _____ CONTRACT D#: _____

COUNTY AND ZIP CODE: (OF WORK LOCATION) _____
 PERCENTAGE OF OVERALL WORK COMPLETED TO DATE: (Based on Dollars) _____

THE SUBCONTRACTORS/ SUPPLIERS LISTED BELOW ARE BONA FIDE D/M/WBE's. PAYMENTS MADE TO THEM (AS SHOWN) ARE IN CONJUNCTION WITH THE CONTRACT DOCUMENTS FOR THE ABOVE NUMBERED CONTRACT.

LIST ALL D/M/WBE SUBCONTRACTORS FROM START OF PROJECT	ORIGINAL GOAL DOLLAR AMOUNT	PAYMENTS THIS MONTH ONLY	PREVIOUS PAYMENTS FROM START OF PROJECT	TOTAL PAYMENTS TO DATE	PERCENTAGE OF WORK COMPLETED TO DATE (Based On Dollars)
PART 1 - LIST THE NAMES OF ALL D/MBE SUBCONTRACTORS AND FEDERAL ID NUMBERS					
NAME: FED ID #					
NAME: FED ID #					
NAME: FED ID #					
NAME: FED ID #					
NAME: FED ID #					

PART 2 - LIST THE NAMES OF ALL D/WBE SUBCONTRACTORS AND FEDERAL ID NUMBERS					
NAME: FED ID #					
NAME: FED ID #					
NAME: FED ID #					
NAME: FED ID #					
NAME: FED ID #					

GRAND TOTAL AMOUNTS FOR ALL D/M/WBE SUBCONTRACTORS/ SUPPLIERS _____

ARE YOU SCHEDULED TO MEET THE D/M/WBE GOALS PER THE ORIGINAL CONTRACT? YES NO

CONTRACTOR/ SUPPLIER (PRINT AND SIGN NAME) _____ DATE _____

INSTRUCTIONS: Please complete this report and return to the address above by the 15th of each month. or not payment has been made to the subcontractors/ suppliers this month. The percentage of work completed for each subcontractors/ suppliers must be reported.

**STATE
WAGE RATE
INFORMATION**

WAGE RATES

The New York State Thruway Authority does not represent or warrant that the accompanying schedule of wages with the classification of workmen, mechanics and laborers, as required by Section 220 of the Labor Law, is complete and it reserves the right to revise such schedule when required.

In the event that revisions are made before the letting date, an amendment will be issued by the Department of purchasers of plans. In the event that the current wage rate schedule should expire before the contract for this project becomes effective the said wage rate schedule will be recertified and the Contractor will be bound by such revised schedule as recertified.

Labor classifications not appearing on this rate sheet can be used only with the consent of the Chief Engineer of the Authority and then the rate to be paid will be given by the Chief Engineer of the Authority after consulting with the State Department of Labor.

All requests for minimum wage rates for additional occupations shall be directed through the Chief Engineer, Thruway Authority.

By legislation effective August 9, 1975, if the prevailing rate of wages or the prevailing practices for supplements as determined by the State Labor Department changes after the contract is let, the Thruway Authority shall request of the State Labor Department a redetermination of the schedules of wages and supplements and such revised wage rates and supplements shall be annexed to and form a part of the contract for the work. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the work is being performed. The bidder shall take into account in his bid prices all changes in wage rates and supplements that may be forthcoming during the time the contract is in force.

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

Pursuant to Section 220-A of the New York State Labor law, the prime Contractor must provide each approved subcontractor with a copy of the schedule of wages and any supplements as specified in this Contract.

The prime Contractor must immediately obtain from each approved subcontractor a certification (TA-44105) of their receipt of, and agreement to pay the applicable prevailing wages as specified in this contract. The prime Contractor shall retain all Subcontractor certifications and provide these certifications to the Authority prior to the processing of the final payment.

The prime Contractor must submit an affidavit (TA-44115) verifying the proper payment of wages to its own employees prior to the processing of the final payment. All completed certifications and affidavits must be originals and be properly signed and notarized.

SPECIAL NOTICE TO BIDDERS IN RELATION TO OVERTIME DISPENSATION

All bidders, in submitting their bids, should base their bids and work progression on the assumption that Overtime Dispensation pursuant to Article 8 of the New York State Labor Law, for any workmen, laborers and mechanics to work more than 8 hours in any one calendar day or more than five days in any one week will not be granted for any operation for the contract duration. Subsequent to award, where the contract documents have imposed specific scheduling and/or phasing requirements or where it is determined by the Authority to be in the best interest of the public, the Authority may process, for approval by the new York State Department of Labor, requests for Overtime Dispensation on certain specific operations and, in the event approval is granted, there shall be no adjustments therefore in any bid prices.

SPECIAL NOTE
STATE PREVAILING WAGE RATES

The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the Contractor shall obtain and pay workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at www.labor.state.ny.us. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL web site, navigating to the appropriate web page, and entering the Prevailing Rate Case No. (PRC#). The PRC# is provided on NYSDOL Form PW-200 included in this contract Proposal.

A copy of the project specific prevailing wage rate schedule will be provided to the successful bidder upon award of the contract. Upon written request, the schedule will be provided by the Thruway Authority to prospective bidders without internet access.



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

NYS Thruway Authority
 Tina Masi, Civil Engineer I
 200 Southern Blvd
 Albany NY 12209

Schedule Year 2016 through 2017
 Date Requested 09/16/2016
 PRC# 2016009448

Location MP 426.18
 Project ID# D214537
 Project Type Repairs to Impact Damaged Bridge at MP 426.18

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

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

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, 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 NYSOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

NYS Thruway Authority
 Tina Masi, Civil Engineer I
 200 Southern Blvd
 Albany NY 12209

Schedule Year 2016 through 2017
 Date Requested 09/16/2016
 PRC# 2016009448

Location MP 426.18
 Project ID# D214537
 Project Type Repairs to Impact Damaged Bridge at MP 426.18

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

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

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Construction Industry Fair Play Act

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

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

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

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

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

WORKER NOTIFICATION

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

Effective February 24, 2008

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

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

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of
the Labor Laws
of 2007:

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

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

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

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

Contractor Name: _____

Project Location: _____

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

Effective July 18, 2008

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

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

Where to find OSHA 10-hour Construction Course

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

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

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

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

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

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

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: mailto:japs@buffalo.edu

(716) 829-2125

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

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

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

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

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

IMPORTANT INFORMATION

Regarding Use of Form PW30R

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

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

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

AND

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

REMEMBER...

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

Do not write in any additional Classifications or Counties.

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

Instructions for Completing Form PW30R

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

Before completing Form PW30R check to be sure ...

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

Instructions (Type or Print legibly):

Contractor Information:

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

Project Information:

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

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

Requestor Information:

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

Return Completed Form:

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

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

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

Before completing Form PW30R check to be sure ...

There is a *Dispensation of Hours* in place on the project.

The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.

The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ...

Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240

-or-

Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location
of Project: _____ County: _____

(If you are Subcontractor)

Prime Contractor Name: _____

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

Requestor Information

Name: _____

Title: _____ Date : _____

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

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

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

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

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

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

SAMPLE AGREEMENT

NEW YORK STATE THRUWAY AUTHORITY

SAMPLE AGREEMENT

CONTRACT NO:

This **AGREEMENT**, entered into this _____ day of _____ 200____, by the **NEW YORK STATE THRUWAY AUTHORITY** (hereinafter referred to as the "**AUTHORITY**") having its principal office at 200 Southern Blvd. (P. O. Box 189, Albany, NY 12201) in the County of Albany and State of New York and

a corporation organized and existing under the laws of the State of

a partnership, consisting of

an individual conducting business as

the location of whose principal office is

hereinafter called the "**CONTRACTOR**".

WITNESSETH: That the Authority and the Contractor for the consideration hereinafter named agree as follows:

ARTICLE 1. WORK TO BE DONE. The Contractor shall (a) furnish all the materials, appliances, tools and labor of every kind required, and construct and complete in the most substantial and skillful manner, the construction, improvement or reconstruction of the project on or before the completion date of _____ as further described in ARTICLE 4, and as generally identified and shown on the plans entitled: _____ in the _____ Division of the New York State Thruway in _____ County(s) which constitutes Contract _____ in accordance with the "Standard Specifications" of the New York State Department of Transportation, which contain the information for bidders; form of proposal, agreement, and bonds; general specifications and conditions or contract; materials of construction; and payment Items; and (b) do everything required by the Contract (Contract Documents) as defined herein. The contract closing date, used to keep the contract open for final processing and payment purposes after the completion date, is the _____ day of _____, 20 .

The Contractor agrees that its proposal contained herein is based upon performing all the work of the Contract in accordance with a schedule that will result in the completion of the total works by the Date of Completion of the Contract and all intermediate stage and phase completion requirements of the contract, while adhering to all restrictions set forth in the Schedule and Suspension of Work, the Thruway Traffic Plan, and the General and Special Notes, and that the work will be performed at the unit bid prices, as shown on the contract documents and as detailed in the specifications and notes, utilizing the Labor Force, Qualified Disadvantaged, Women Owned and Minority Owned Subcontractor Entrepreneurs and Methods and Materials of Construction as described in the Contract Documents and any incorporated Addenda thereto, and conduct its operations in accordance with the Vehicle and Traffic Law, the Rules and Regulations of the NYS Thruway Authority, and the Thruway Operating Rules and General and Special Notes that are part of this proposal. The Contractor further agrees its proposal is not based upon the assumption that any specifications, traffic restrictions, scheduling or phasing/staging requirements will be waived, an extension of Contract Completion Date will be granted, a labor dispensation will be granted, substitution of non-approved products, alternatives or claimed functional equivalents for Specified Construction Materials and Methods will be allowed, or any Value Engineering Proposals will be entertained and approved by the New York State Thruway Authority, and any requests for a substitution, equivalent or alternate, which it proposes, will be accompanied by an agreed price analysis establishing an applicable credit or illustrating cost equal to or greater than the bid amount.

ARTICLE 2. DOCUMENTS FORMING THE CONTRACT. The Contract (and Contract Documents) shall be deemed to include the advertisement for proposals; the contractor's proposal; the Schedule for Participation By Disadvantaged Business Enterprise Participation goals; the agreement; the "Standard Specifications" including all addenda thereto referred to above; the plans; any addenda and/or amendments to specifications if the same are issued prior to date of receipt of proposal and all provisions required by law to be inserted in the contract whether actually inserted or not. Appendix A, standard clauses for all N.Y State contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

ARTICLE 3. EXAMINATION OF DOCUMENTS AND SITE. The Contractor agrees that before making its proposal it carefully examined the contract documents, together with the site of the proposed work, as well as its surrounding territory, and is informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, including the existence of poles, wires, pipes, and other facilities and structures of municipal and other public service corporations on, over or under the site, except latent conditions that meet the requirements of §104-04 and §109-05, and that its information was secured by personal investigation and research.

ARTICLE 4. DATE OF COMPLETION. The Contractor further agrees that it will begin the work herein embraced within ten days of the effective date hereof, unless the consent of the Authority, in writing, is given to begin at a later date, and that it will prosecute the same so that it shall be entirely completed and performed on or before the completion date shown in Article 1.

No extension beyond the date of completion fixed by the terms of this contract shall be effective unless in writing signed by the Authority. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Authority, which may include the assessment of liquidated damages and a charge for engineering and inspection expenses actually incurred upon the work, including engineering and inspection expenses incurred upon the work by railroad companies on contracts for grade crossing elimination. Notice of application for such extension shall be filed with the Chief Engineer, Department of Engineering of the Authority at least fifteen days prior to the date of completion fixed by the terms of this agreement.

ARTICLE 5. ALTERATIONS AND OMISSIONS. The said work shall be performed in accordance with the true intent and meaning of the contract documents without any further expense of any nature whatsoever to the Authority other than the consideration named in this agreement.

The Authority 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 reasonably necessary for the public interest; making allowances for additions and deductions with compensation made in accordance with the 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.

ARTICLE 6. NO COLLUSION OR FRAUD. The Contractor hereby agrees that the only person or persons interested as principal or principals in the bid or proposal submitted by the Contractor for this contract are named therein, and that no person other than those mentioned therein has any interest in the above-mentioned proposal or in securing of the award, and that this contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared and the contract was secured without collusion or fraud and that neither any officer nor employee of the New York State Thruway Authority or the State Department of Transportation or either of them has or shall have a financial interest in the performance of the contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof. (See also Section 139-a and 139-b of the State Finance Law referred to in the Standard Specifications, which are made a part of this contract.)

ARTICLE 7. CONTRACT PAYMENTS. As the work progresses in accordance with the contract and in a manner that is satisfactory to the Authority, the Authority hereby agrees to make payments to the Contractor therefor, based upon the proposal attached hereto and made a part hereof, as follows: The Authority shall, once in each month and on such days as it may fix, make an estimate of the quantity of work done and of material which has actually been put in place in accordance with the terms and conditions of the contract, during the preceding month, and compute the value thereof and pay to the Contractor the moneys due in accordance with Public Authorities Law Section 2880, as detailed in 21 NYCRR Part 109 (Prompt Payment). No monthly estimate shall be rendered unless the Contractor has provided acceptable documentation with regard to

actions taken to comply with the M/WBE goals of the contract (see also §109-06 Contract Payments) and the value of the work done equals 5% of the contract amount or \$1,000, whichever is the lesser. Semi-monthly estimates may be rendered provided (a) the value of the work performed in two successive weeks is more than \$100,000 or (b) the Chairman of the Authority deems it to be for the best interest of the Authority to do so. When a performance bond is approved, 5% shall be retained from each progress payment or estimate until final acceptance of the work.

ARTICLE 8. NO PAYMENT DUE TO CONTRACTOR'S NON-COMPLIANCE. It is further agreed that so long as any lawful or proper direction concerning the work or material given by the Chief Engineer, Department of Engineering of the New York State Thruway Authority, or his/her representative, shall remain uncomplied with, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

ARTICLE 9. FINAL ACCEPTANCE OF WORK. When in the opinion of the Thruway Division Director, a Contractor has fully performed the work under the contract, the Thruway Division Director shall recommend to the Chief Engineer, Department of Engineering of the New York State Thruway Authority, the acceptance of the work so completed. If the Chief Engineer, Department of Engineering accepts the recommendation of the Thruway Division Director, he/she shall thereupon by letter notify the Contractor of such acceptance, and similarly to Subdivision 7, section 38 of the Highway Law, release up to 70% of the money held as retainage. Copies of such acceptance shall be sent to other interested parties. Prior to final acceptance of the work by the Chief Engineer, Department of Engineering of the New York State Thruway Authority or a designee, the contract work may be inspected, accepted and approved by other agencies and/or municipalities who will have jurisdiction of the work after final acceptance.

Final acceptance shall be final and conclusive except for defects not readily ascertainable by the New York State Thruway Authority, actual or constructive, fraud, gross mistakes amounting to fraud or other errors which the Contractor knew or should have known about as well as the New York State Thruway Authority's rights under any warranty or guarantee. Final acceptance may be revoked by the New York State Thruway Authority at any time prior to the issuance of the final check, upon the New York State Thruway Authority's discovery of such defects, mistakes, fraud or errors in the work.

ARTICLE 10. FINAL PAYMENT. After the final acceptance of the work, the Engineer shall prepare a final agreement of the work performed and the materials placed and shall compute the value of such work and materials under and according to the terms of the contract. This agreement shall be certified, as to its correctness, by the Engineer. Upon approval of such final agreement by the Director, Office of Construction Management, it shall be submitted to the Chief Engineer, Department of Engineering for final approval. The right, however, is hereby reserved to the Chief Engineer, Department of Engineering to reject the whole or any portion of the final agreement, should the said certificate of the Engineer be found or known to be inconsistent with the terms of the agreement or otherwise improperly given. All certificates, upon which partial payments may have been

made being merely estimates, shall be subject to correction in the final certificate or final agreement.

ARTICLE 11. RIGHT TO SUSPEND WORK AND CANCEL CONTRACT. It is further mutually agreed that if at any time during the prosecution of the work the Authority shall determine that the work upon the contract is not being performed according to the contract or for the best interest of the Authority, the execution of the work by the Contractor may be temporarily suspended by the Chief Engineer, Department of Engineering, who may then proceed with the work under its own direction in such manner as will accord with the contract specifications and be for the best interests of the Authority; or he/she may terminate the contractor's employment under the contract while it is in progress, and thereupon proceed with the work, in affirmance of the contract, by contract negotiated or publicly let, by the use of its own forces, by calling upon the surety to complete the work in accordance with the plans and specifications or by a combination of any such methods; or he/she may cancel the contract and either readvertise and relet in accordance with the provisions of Section 38 of the Highway Law, or complete the work under its own direction in such manner as will accord with the contract specifications and be for the interests of the Authority; any excess in the cost of completing the contract beyond the price for which it was originally awarded shall be charged to and paid by the Contractor failing to perform the work or its surety; all in pursuance of the provisions of Section 40 of the Highway Law.

Whenever the New York State Thruway Authority determines to suspend or stop work under the contract, a written notice sent by mail to the Contractor at its address and to the sureties at their respective addresses, shall be sufficient notice of its action in the premises.

The Thruway Authority reserves the right to terminate this contract in the event that the certification provided by the Contractor in regard to compliance with New York State Finance Law Section 139-j and 139-k was intentionally false or intentionally incomplete.

ARTICLE 12. DETERMINATION AS TO VARIANCES. In any case of any ambiguity in the plans, specifications or maps, or between any of them, the matter must be immediately submitted to the Chief Engineer, Department of Engineering, who shall adjust the same, and his/her decision in relation thereto shall be final and conclusive upon the parties.

ARTICLE 13. SUCCESSORS AND ASSIGNS. This agreement shall bind the successors, assigns and representatives of the parties hereto.

ARTICLE 14. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Chapter 406 of the Laws of 1981, the Contractor hereby promises, asserts and represents that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the United States Export Administration Act of 1979, or the effective Regulations of the United States Department of Commerce promulgated under either act.

It is understood further that the Authority in awarding a contract does so in material reliance upon the promise and representation made by the Contractor in the foregoing paragraph and that such contract shall be rendered forfeit and void by the State

Comptroller if subsequent to the bid execution date, the Contractor or such owned or affiliated person, firm, partnership or corporation has been convicted of a violation of the aforesaid Acts or Regulations or has been found upon final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated such Acts or Regulations.

The Contractor agrees to and shall notify the Chief Engineer, Department of Engineering and the Director of the Office of Construction Management and the Director of State Expenditures in the Office of the State Comptroller of any such conviction or final determination of violation within five (5) days thereof.

ARTICLE 15. CERTIFICATION OF STATE FINANCE LAW SECTIONS 139-J AND 139-K. By execution of this agreement the Contractor certifies that all information provided with respect to New York State Finance Law Section 139-j and Section 139-k is complete, true and accurate.

Contract Number:

In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

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

By: _____
Chief Engineer

: _____
Date

Contractor

Approved as to form

Approved:

Thomas P. DiNapoli
State Comptroller

New York State Attorney General

By: _____

Date: _____

(Acknowledgment by individual contractor)

STATE OF NEW YORK

COUNTY OF _____ ss.:

On this _____ day of _____, 200__, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public County

(Acknowledgment by co-partnership contractor)

STATE OF NEW YORK

COUNTY OF _____ ss.:

On this _____ day of _____, 200__ before me personally came and appeared _____ to me known and known to me to be the person who executed the above instrument, who, being sworn by me, did for himself depose and say that he is a member of the firm of _____ consisting of himself and _____ and that he executed the foregoing instrument in the firm name of _____ and that he had authority to sign same, and he did duly acknowledge to me that he executed the same as the act and deed of said firm of _____, for the uses and purposes mentioned therein.

Notary Public County

(Acknowledgement of a Corporation)

STATE OF NEW YORK }
 }
COUNTY OF }

On this _____ day of _____, 200__,
before me personally came _____, to me known and known to me
to be the person who executed the above instrument, who being duly sworn by me, did depose
and say that he/she resides in _____, that he/she is the
_____ of _____, the corporation
described in and which executed the above instrument, and that he/she signed his/her name
thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

Notary Public