

# PROPOSAL

FOR

TAB 16-46C      D214542

CULVERT 70 REPAIRS

STRIN 700707C      MP E441.2

## 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 19, 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.**

# **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:

- David Hudda  
Project Designer  
(518) 471-4380  
Dave.Hudda@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 19, 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 16-46C/D214542 Culvert 70 Repairs on the Erie Canal  
in Orleans 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 Canal Corporation in the amount of **\$150,000.00.**

Plans, proposals, and information on how to download Contract Bid Data are available on the Authority's Website at [www.thruway.ny.gov](http://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](mailto:BAP@esd.ny.gov).

**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.

## 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.
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Project Description	Contract TA No. TA
	Contract D No. D

Trades (if applicable)	Contract Drawing No.	Specifications Section	Contractor's Reference No.
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Request Date	Requested Response Date	Requested By	Company
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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
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Response (use additional sheets if necessary)

Attached Document(s) Description

# New York State Thruway Authority

## Contract No. TAB 16-46C

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# **PROJECT INFORMATION**

NEW YORK STATE THRUWAY AUTHORITY  
 DEPARTMENT OF ENGINEERING  
 PROPOSAL ESTIMATE FOR  
 CULVERT 70 REPAIRS  
 AT  
 ERIE CANAL MILEPOST E-441.2  
 IN THE  
 BUFFALO DIVISION  
 OF THE  
 NEW YORK STATE THRUWAY  
 IN  
 ORLEANS COUNTY

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TYPE	LIMITS
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Culvert cleaning and plugging,  
 sheet pile installation, earthwork  
 and other miscellaneous work

DEPOSIT REQUIRED           \$150,000.00          

COMPLETION DATE           May 19, 2017

**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.

<b><u>Division</u></b>	<b><u>Point of Contact</u></b>	<b><u>Phone</u></b>
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.

<b><u>Division</u></b>	<b><u>Point of Contact</u></b>	<b><u>Phone</u></b>
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: D214542

PROJECT(S): B94066

CONTRACTOR : \_\_\_\_\_

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
201.06	CLEARING AND GRUBBING	LS	1.000
202.92250112	SAMPLING AND ANALYSIS	EACH	2.000
202.92560112	SITE HEALTH AND SAFETY MEASURES	LS	1.000
203.01990006	IMPERVIOUS EMBANKMENT IN-PLACE	CY	125.000
203.03	EMBANKMENT IN PLACE	CY	354.000
205.0201	SEGREGATION AND STORAGE OF CONTAMINATED SOIL	LS	1.000
205.0601	REUSE OF CONTAMINATED SOIL	CY	100.000
206.01	STRUCTURE EXCAVATION	CY	500.000
209.13	SILT FENCE-TEMPORARY	LF	100.000
209.1501	TURBIDITY CURTAIN - TEMPORARY	LF	280.000
304.12	SUBBASE COURSE, TYPE 2	CY	10.000
552.11	PERMANENT STEEL SHEETING	SF	505.000
553.020001	COFFERDAMS (TYPE 2)	EACH	2.000
555.0105	CONCRETE FOR STRUCTURES, CLASS A	CY	129.000
555.24	12 FURNISHING GROUTING EQUIPMENT	LS	1.000
555.2410	12 DRILLING GROUT HOLES	LF	5310.000
555.24220012	BATCH, MIX AND INJECT CEMENT GROUT	BAG	240.000
580.01	REMOVAL OF STRUCTURAL CONCRETE	CY	1.000
610.1403	TOPSOIL - LAWNS	CY	1600.000
610.1602	TURF ESTABLISHMENT- LAWNS	SY	14025.000
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	1.000
619.04	TYPE III CONSTRUCTION BARRICADE	EACH	6.000
621.01	CLEANING CULVERTS WITH A SPAN OF 50 INCH OR LESS	LF	233.000
621.04	CLEANING DRAINAGE STRUCTURES	EACH	2.000
637.11	25 ENGINEER'S FIELD OFFICE - TYPE 1	MNTH	7.000
697.0203	25 FIELD CHANGE ORDER (THRUWAY)	DC	51000.000
699.04	25 MOBILIZATION	LS	1.000

**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. Placement of cofferdam with turbidity curtain across the Erie Canal, east and west of the culvert.
2. Clean and inspect culvert.
3. Fill culvert under the North and South embankments with concrete.
4. Install new sheet piling.
5. Perform grouting around the culvert and along the existing proposed steel sheeting in the South embankment.
6. Perform grouting around the culvert and along the existing steel sheeting in the North embankment.
7. Backfill excavations, topsoil and seeding.

**SCHEDULE AND SUSPENSION OF WORK**

There are no specific restrictions for this project regarding the Schedule of Suspension of Work other than to complete the work before the 2017 Navigation Season begins.

Liquidated damages will be assessed accordingly in the event the Contractor's operations affect or delay opening of the Canal or will affect or delay operation of the facility by Canal Corporation personnel for the 2017 Navigation Season. Refer to the Liquidated Damages section of the Proposal for additional information.

**Liquidated Damages**

In accordance with the Provisions of New York State Thruway Authority Addendum (TA) to the New York State Department of Transportation Standard Specifications, and Subsection 108-03 **Failure to Complete Work on Time** of this proposal, the sum of **One Thousand Five Hundred Dollars (\$1,500.00)** per calendar day for failure to complete the work on or before **12:00 Noon, Friday, May 19, 2017**, shall be the amount of assessed Liquidated Damages specified for this Contract.

In addition to there being assessed liquidated damages as outlined in the standard specifications for failure to complete all contract work and cleanup to the Engineer's satisfaction by the completion date stated above, liquidated damages in the amount of **Five Thousand Dollars (\$5,000.00)** per calendar day shall be assessed against the Contractor for failure on his part to complete any work by:

1. **12:00 Noon, November 15, 2016**, which will affect or delay draining or closing of the Canal after the 2016 Navigation Season.
2. **12:00 Noon, April 17, 2017**, which will affect or delay opening of the Canal or will affect or delay operation of the facility by Canal Corporation personnel for the 2017 Navigation Season.

**SPECIALTY ITEMS**

The following is a list of items that are considered “Specialty Items” according to Section 108-05:

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>
202.92xxxx12	Health and Safety Items
552.11	Permanent Steel Sheeting
555.24xxxx12	Furnishing Grout Items

**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.

<b>INFORMATION</b>	<b>NOT AVAILABLE</b>	<b>AVAILABLE ON THRUWAY AUTHORITY WEBSITE</b>	<b>AVAILABLE UPON REQUEST ON CD</b>
Engineer Estimate Quantity Workups	X		
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	
Estimate Calculations		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:

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**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](http://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, 2<sup>nd</sup> 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](http://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](http://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 15<sup>th</sup> 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
• Products/Completed Operations Aggregate:		\$2,000,000
• Personal/Advertising Injury Liability:		\$1,000,000
• Fire Damage Legal Liability:		\$100,000
• Medical Expense:		\$5,000

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 30<sup>th</sup> 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.”

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***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.”

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**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:

<b>TABLE 619-4C DROP-OFF BEYOND EDGE OF SHOULDER</b>		
<b>Drop-Off Depth</b>	<b>≤ 20 Ft. From Edge of Traveled Way</b>	<b>&gt; 20 Ft. and ≤ 30 Ft. From Edge of Traveled Way</b>
< 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 7<sup>th</sup> and 8<sup>th</sup> 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 7<sup>th</sup> and 8<sup>th</sup> 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.XXXXXXX

**ITEM 202.9225XX12 - SAMPLING AND ANALYSIS****DESCRIPTION:**

1.01 This work shall consist of the development and implementation of a plan for obtaining, testing, and analyzing samples of potentially contaminated materials using a New York State Environmental Accreditation Program (ELAP) environmental laboratory.

**2. MATERIALS:**

2.01 None specified.

**3. CONSTRUCTION DETAILS:**

3.01 All work shall be specified in the Special Note "Contaminated Materials Site Safety and Health Requirements."

3.02 All testing shall be in accordance with ELAP procedures.

3.03 Results shall be provided in accordance with ASP "B" protocol. One (1) copy of the results shall be provided in electronic format, along with two (2) hard copies.

3.04 A site map showing sample locations, shall be provided in an electronic format (as a ".shp" file (Shape) File on floppy disk) along with two (2) hard copies.

3.05 Two (2) hard copies of a list of sample location coordinates shall be provided to the Engineer.

3.06 The sample coordinates should be post-processed in NAD83 datum, UTM coordinate system.

**4. METHOD OF MEASUREMENT:**

4.01 The work shall be measured as the number of samples analyzed for all contaminants as required by the Contract Documents, and as directed by the Engineer.

**5. BASIS OF PAYMENT:**

5.01 Ten percent of the bid price for each sample shall be paid after review and acceptance of the Contractor's submitted sampling plan.

5.02 Ninety percent of the bid price shall be paid upon receipt of a complete ASP "B" analysis report for each sample.

**ITEM 202.9256XX12 -****SITE HEALTH AND SAFETY MEASURES****1. DESCRIPTION:**

- 1.01 The work shall consist of the development and implementation of a plan to prevent contamination of workers, inspection personnel and the environment by contact with existing sediments in the bottom of the canal.

**2. MATERIALS:**

- 2.01 As necessary for implementation of the site health and safety plan.

**3. CONSTRUCTION DETAILS:**

- 3.01 Using the data obtained under the Sediment Sampling and Analysis Item, a qualified safety professional hired by the Contractor shall develop and oversee the implementation of a site specific health and safety plan. The plan shall be reviewed by the Engineer and shall include as a minimum provisions for the health and safety measures listed in the Special Note "Contaminated Materials Site Safety and Health Requirements"

**4. METHOD OF MEASUREMENT:**

- 4.01 Payment will made at the lump sum basis for work completed.

**5. BASIS OF PAYMENT:**

- 5.01 Ten percent of the bid price shall be paid upon the Engineer's direction to proceed with implementation of the health and safety plan.
- 5.02 Progress payments for the remaining 90% of the bid price shall be made based on the ratio of time elapsed from acceptance of the health and safety plan to the estimated time to complete work in the dewatered area.

**ITEM 203.01990006 – IMPERVIOUS EMBANKMENT IN PLACE****DESCRIPTION**

This work shall consist of furnishing, placing and compacting impervious embankment material as shown in the contract documents and in accordance with §203 - Excavation and Embankment, except as herein modified.

**MATERIALS**

Impervious embankment material shall have the following gradation:

<b>SIEVE SIZE</b>	<b>PERCENT PASSING BY WEIGHT</b>
¾ inch	80 - 100
#4	40 – 90
#40	30 – 85
#200	25 – 75

**CONSTRUCTION DETAILS**

All depressions, holes or keyway trenches shall be backfilled with impervious embankment material and compacted to not less than 95 percent of Standard Proctor Maximum Density.

Immediately prior to placement of the impervious embankment material, the entire earth surface on or against which fill is to be placed, shall be thoroughly scarified to a depth of 6 inches and compacted to not less than 95 percent of Standard Proctor Maximum Density. Impervious embankment material shall then be deposited in horizontal layers not exceeding 8 inches in thickness prior to compaction. Each layer shall be compacted to not less than 95 percent of Standard Proctor Maximum Density. The moisture content of all impervious embankment material shall not be greater than 2 percent above or below the Optimum Moisture Content as determined by A.A.S.H.T.O Designation: T-99, Method C at the time of compaction.

The entire embankment shall be brought to not less than the prescribed cross-section at all points.

**METHOD OF MEASUREMENT**

The quantity of impervious embankment in place shall be the number of cubic yards of material installed based on payment lines shown in the Contract Documents.

**BASIS OF PAYMENT**

The unit price bid per cubic meter shall include the cost of furnishing all labor, materials and equipment necessary to satisfactorily complete the work. The cost of adding water shall be included in the bid price. No direct payment will be made for any losses of material which may result from compaction, foundation settlement, erosion or any other causes.

**ITEM 555.24----12 - FURNISHING GROUTING EQUIPMENT****1. DESCRIPTION:**

- 1.01 Furnish grout equipment capable of placing the contract grout items under pressure, as indicated in the plans and specifications.

**2. MATERIALS:****2.01 Submittals**

The Contractor shall furnish to the Engineer the specifications of the equipment, including delivery rates and set up schemes.

**3. CONSTRUCTION DETAILS:****3.01 Grout Equipment**

The arrangement of the grouting equipment shall be such as to provide a continuous circulation of grout throughout the system.

The equipment shall be adequate to furnish a continuous supply of grout to the locations and at the pressures indicated on the plans or specifications. Equipment which, in actual operation, proves inadequate to satisfactorily complete the work shall be immediately removed from the job site and replaced with equipment satisfactory to the Engineer.

**3.02 Mixer**

The grout mixer shall be a high speed, high shear mixer, capable of continuous mixing of the contents at a minimum operating speed of 1500 RPM.

**3.03 Grout Pump**

Pumping of grout shall be limited to a maximum length of 500 feet from the grout plant to the connection at the grout hole. A standby grout pump shall be included in the equipment available at the site.

**3.04 Grout Delivery**

The delivery nozzle shall have a bottom shut-off which will not allow the infiltration of water into the nozzle. It shall be capable of passing through the pre-drilled holes and discharging the grout to an elevation shown on the plans. A sealing collar shall fit between the discharge pipe or nozzle and the grout pipe.

**3.05 Water Flushing**

Standby water flushing equipment shall be maintained by the Contractor. The standby water flushing equipment shall utilize a different power source than the grouting equipment, have sufficient capacity to flush out any partially grouted holes if necessary due to blockage or breakdown of grouting equipment, and shall be capable of developing at least 300 psi.

**ITEM 555.24----12 - FURNISHING GROUTING EQUIPMENT****4. METHOD OF MEASUREMENT:**

4.01 Payment will be made at the lump sum price bid for this item.

**5. BASIS OF PAYMENT:**

5.01 The lump sum price bid shall include the cost of furnishing all labor, materials and equipment necessary to deliver, install, use and remove the pumping and delivery equipment. It shall include, but not be limited to; site preparation, mixing, delivery pipe, nozzles, hoses, water flushing equipment and cleanup.

5.02 Sixty percent of the amount bid shall be payable upon furnishing the grout equipment to the site. The remainder shall be payable when the grouting work is satisfactorily completed, the equipment removed from the project site and the grout site is cleaned up.

**ITEM 555.2410--12 - DRILLING GROUT HOLES****1. DESCRIPTION:**

1.01 The work shall consist of drilling and washing minimum 2 ½ inch diameter holes. The location, depth, and orientation of the holes shall be as shown on the plans, or as directed by the Engineer.

**2. MATERIALS:**

2.01 None specified.

**3. CONSTRUCTION DETAILS:****3.01 Submittals**

The Contractor shall submit to the Engineer for approval, a description of the proposed method of drilling the required grout holes, including equipment set-up, drill operation, drill hole size, bit type, and means of equipment and personnel access to the site.

**3.02 Drilling Grout Holes**

1. Grout holes shall be drilled with rotary or percussion drilling equipment. Cuttings shall be removed by water flushing when drilling below the groundwater table, and by air or water flushing when drilling above the water table.
2. Washing of drilled holes when required shall continue until there is no further removal of cuttings in the wash-fluid, or in the event of substantial water loss for a minimum of 10 minutes. Water used for washing shall not be returned to the canal. No core recovery will be required, and the bit type used shall be at the Contractor's discretion.

**3.03 Records**

The Contractor shall keep detailed drilling logs for each hole drilled. Logs for completed drill holes shall be given to the Engineer by the following end of week. The drill logs shall include the following data:

- a. Hole number/location;
- b. Dates, start and end times of drilling.
- c. Description of drilling equipment
- d. Rate of advance with depth;
- e. Depth of loss, if any, of drilling fluid;
- f. Description of strata or cuttings correlated with drilling depth;
- g. Water depths; and
- h. Other data as required by the Engineer.

**3.04 Hole Alignment**

Due care shall be exercised in laying out and drilling grout holes so that the holes shall not deviate from the theoretical alignment more than ¼" per foot of hole. Measurement of hole deviations will not be required unless specifically directed by the Engineer.

**ITEM 555.2410--12 - DRILLING GROUT HOLES****3. CONSTRUCTION DETAILS:** (cont'd)**3.05 Drilling Sequence**

Primary and secondary hole locations are indicated on the plans. Drilling of holes shall start with primaries to be followed by secondaries and, if required by the Engineer, additional tertiary holes. The drilling of secondary holes shall not start before grouting has been completed, to the Engineer's satisfaction, at adjacent primary hole locations. Similarly, drilling of tertiary holes shall not be allowed unless grouting in adjacent primary and secondary holes has been completed. The need for tertiary holes will be determined by the Engineer based upon results of grouting in primary and secondary holes. The spacing of holes shall be as shown on the plans, or as ordered by the Engineer.

Grout holes shall be maintained open until they are grouted. A drill hole that collapses prior to filling with grout, shall be reopened, replaced, or abandoned, as ordered by the Engineer.

**3.06 Distance and Time Restrictions**

New grout holes shall not be drilled or washed closer than 30 feet to a hole being actively grouted. Drilling grout holes within 30 feet of a previously grouted hole will not be permitted until at least 8 hours after the completion of grouting in that hole.

**4. METHOD OF MEASUREMENT:**

4.01 The unit of measurement will be the actual number of linear feet of grout hole drilled and washed to the depths required and accepted by the Engineer.

4.02 Holes drilled at locations other than those indicated on the plans or authorized by the Engineer and lengths of hole drilled to depths in excess of those indicated on the plans or authorized by the Engineer will not be measured for payment. Holes that do not remain open due to collapsing subsurface conditions or adjacent grouting operations will not be measured for payment.

**5. BASIS OF PAYMENT:**

5.01 The unit price bid per foot for drilling grout holes shall include the cost of labor and equipment necessary to complete the work as specified.

5.02 The requirements for tertiary grout holes will be determined on the basis of the results observed during grouting of primary and secondary holes. Regardless of the quantity noted in the Estimate of Quantities, measurement and payment will be made only for grout holes actually completed.

**ITEM 555.24220012 - BATCH, MIX AND INJECT CEMENT GROUT****1. DESCRIPTION:**

- 1.01 This work shall consist of furnishing and injecting Portland cement grout mixes as shown on the plans or at any locations ordered by the Engineer, through drilled holes using a single packer, as well as backfilling grout holes where necessary.
- 1.02 The Contractor performing the work described in this specification shall submit proof of:
- A. Two projects on which he has successfully performed grouting in the past two years, and
  - B. The foreman for this work having supervised a successful grouting operation on at least two projects in the past two years.

Include a name and telephone number of someone for each project cited who can be contacted as a reference. This information shall be submitted to the Engineer for approval along with the other information listed in Subsection 2.06 – Submittals.

**2. MATERIALS:**

- 2.01 Portland cement shall conform to Subsection 701-01, Type 1 or 2.
- 2.02 Water shall conform to Subsection 712-01. The use of canal or river water will not be permitted.
- 2.03 Mortar sand shall conform to Subsection 703-03.
- 2.04 Bentonite shall be a suitable commercially processed powdered bentonite, free-flowing when mixed with water and containing not less than 85 percent montmorillonite, generally used for industrial purposes. Bentonite shall be approved by the Engineer upon certification acceptance.
- 2.05 **Cement Grout Mix**
- 1. The initial grout mix to be used shall be composed of the following materials:
    - a. Water/cement ratio (by volume) = 2:1
  - 2. The quantity of water added to the grout mix may be varied by the Engineer, depending upon field conditions, to obtain different flow characteristics.
  - 3. Sand may be added to the grout in proportions up to a 1:1 sand/cement ratio (by volume) if so ordered by the Engineer in situations where a single grouting port or stage has taken in excess of 20 batches or bags of cement.

**2.06 Submittals**

The Contractor shall submit to the Engineer, for approval, the following information prior to beginning grouting operations:

- 1. Grouting plan.
- 2. Materials and equipment to be used for grouting.
- 3. A plan for the daily disposal of wasted and unused grout.

**ITEM 555.24220012 - BATCH, MIX AND INJECT CEMENT GROUT****3. CONSTRUCTION DETAILS:**

3.01 **General.** The grouting shall be carried out using the up-stage or single stage grouting method. The grouting procedures described herein may be varied in the field by the Engineer on the basis of actual conditions encountered.

3.02 **Grouting Sequence.** For the purpose of grouting sequence, holes shall be identified as primary and secondary. Secondary holes shall be intervalled between primaries as indicated on the plans. Secondary holes shall be drilled and grouted a minimum of 8 hours after the grouting of adjacent primary holes. Additional tertiary holes if directed by the Engineer shall also be drilled and grouted at least 8 hours after grouting of adjacent secondary holes are completed.

**3.03 Grouting Method**

1. Up-stage grouting is defined as a complete cycle of grouting of any portion of a hole in ascending stages. Single stage grouting is a complete cycle of grouting of the entire drill hole.
2. After each hole has been drilled, washed and, if required, water pressure tested, it shall be grouted in up-stages with stage lengths and grout mixes at the pressures specified on the plans or otherwise as directed by the Engineer.
3. In order to allow adequate setting times, the grouting of each up-stage shall begin not less than six (6) hours after the completion of the previous grouting stage unless otherwise directed by the Engineer.
4. The single stage or the final up-stage shall be grouted by inserting a packer seated not more than 24 inches below the top of the grout hole.
5. The packer shall be removed a minimum of one-half hour after completion of grouting at each stage.
6. Backfilling of drill holes shall not be started until 6 hours after the completion of grouting at each hole location. The remainder of the hole shall then be filled with grout by tremie pipe starting from the bottom to the top of the grout hole.

**3.04 Grout Injection**

1. Unless otherwise specified, the grout injection shall proceed in a continuous manner until refusal is reached. One batch is the quantity of grout mix produced by one bag (90 pound) of cement, including all additives. The maximum number of batches for each grout type to be pumped during each stage shall be as follows:

Hole Type	Grout Type	Batches
Primary	2.0	15 or to refusal
	1.0	15 or to refusal
	.75	15 or to refusal
	1.0 (with sand)	50 or to refusal
Subsequent Holes	2.0	10 or to refusal
	1.0	10 or to refusal
	.75	10 or to refusal
	1.0 (with sand)	50 or to refusal

**ITEM 555.24220012 - BATCH, MIX AND INJECT CEMENT GROUT**

2. Refusal is defined as a grout take of less than one batch in ten minutes at maximum grouting pressure.
3. In no event, shall the Contractor stop pumping grout or modify the grout mix unless directed to do so by the Engineer.
4. Grout that cannot be placed, for any reason, within two (2) hours after mixing shall be discarded as wasted grout.
5. The Contractor shall flush out partially grouted holes whenever grouting is interrupted for two hours or more. If the Contractor fails to flush out a partially grouted hole, the Engineer may direct the Contractor to abandon and backfill the hole and drill and grout another hole, and no payment will be made for the abandoned hole or the grout.

3.05 **Grouting Pressures.** Maximum grouting pressures to be used in each hole shall be 5 psi or as shown on the plans. The pressure shall be measured by a gauge at the top of the grout hole.

3.06 **Special Attention**

1. The structures, embankment, river or canal adjacent to grouting operations shall be continuously observed during all grouting operations. Grouting shall be stopped and the Engineer notified immediately if there is any evidence of grout entering the structure, river or canal. Should grout enter the structure, river or canal through holes in structure walls, these holes shall be repaired as shown on the contract plans or as directed by the Engineer prior to resuming grouting.
2. The ambient air temperature of the holes and of the grout at the time of grouting shall be above 40 °F.

3.07 **Leakage of Packer.** Leakage of packer shall be monitored at all times by circulating water above the packer during grouting. In the event of grout leakage, grouting shall be suspended while the packer is resealed. If on the resumption of grouting it is found that refusal occurs immediately, (indicating that the grout in the hole has clogged either the grout hole or the previously used grout passageways), then that stage shall be flushed with clean water and regrouted. No extra payment shall be made for flushing and regrouting.

3.08 **Records.** Accurate records of all grouting shall be kept by the Contractor and furnished to the Engineer at the end of each shift. The records shall include the following for all hole grouting in progress, and other data as the Engineer may require:

1. Depth of groundwater table before grouting;
2. Location and depths of holes;
3. Times of starting and stopping grouting operations, details of stage length and grout mixes used, quantity of grout injected together with injection pressure attained for each ten (10) minute interval throughout the grouting period until refusal is achieved or the mix or grout is changed;
4. Types of cement grout used to backfill holes.

4. **METHOD OF MEASUREMENT:**

4.01 The unit measurement for cement grouting will be the actual number of bags (90 pound) of cement used for grout, including grout remaining in supply lines, pumps and holding tanks, acceptably furnished and batched, mixed and injected in accordance with the plans, specifications and directions of the Engineer. Bags measured must be specifically authorized by the Engineer.

**ITEM 555.24220012 - BATCH, MIX AND INJECT CEMENT GROUT**

4.02 The amount of grout pumped but later flushed out for reasons described in this specification will be deducted from the quantity measured as specified above.

**5. BASIS OF PAYMENT:**

5.01 The unit price bid per bag of cement, for cement grouting, shall include the cost of all labor, equipment and material to complete the work.

5.02 Furnishing grouting equipment will be paid for separately.

5.03 Drilling of Grout Holes will be paid for separately.

- ITEM 637.11---25 – ENGINEER’S FIELD OFFICE – TYPE 1**  
**ITEM 637.12---25 – ENGINEER’S FIELD OFFICE – TYPE 2**  
**ITEM 637.13---25 – ENGINEER’S FIELD OFFICE – TYPE 3**  
**ITEM 637.14---25 – ENGINEER’S FIELD OFFICE – TYPE 4**  
**ITEM 637.15---25 – ENGINEER’S FIELD OFFICE – TYPE 5**

1. **DESCRIPTION.** This work shall consist of providing, for the Engineer’s use a building, or a portion thereof, or a modular trailer of a specified type erected at a location approved by the Engineer. In addition, all computer hardware, software and internet communications described in this specification shall be provided for the duration of the contract.
2. **MATERIALS:**

- 2.01 **Engineer’s Field Office.** The Engineer’s Field Office shall be within a secured, weatherproof building or mobile trailer. If two (2) or more mobile trailer units are provided, they shall be joined with weatherproof connections. Mobile trailers shall be in new or like new condition. The Contractor may furnish equivalent facilities in an existing building, provided that the building is located to provide convenient service. The Contractor shall supply the Engineer with a copy of the Certificate of Occupancy for the existing building.

The Engineer’s Field Office shall be in accordance with the requirements of the New York State Uniform Fire Prevention and Building Code, 19 NYCRR, and any applicable local codes.

The electrical system shall be able to continuously operate all equipment and be provided with adequate receptacles. To accommodate computer equipment, the field office shall be provided with a dedicated 20 amp electrical service and a vacant floor-to-ceiling area with a 39 inch by 39 inch footprint along a wall for the installation of a computer hardware rack/cabinet. Electric light shall be provided by non glare-type luminaires to provide a minimum illumination level of 1,000 lux at desk-height level. An ambient air temperature of 70 °F ±10 °F shall be maintained.

Fire extinguishers and smoke and carbon monoxide detectors shall be provided and installed.

The Engineer’s Field Office shall be partitioned to provide separate rooms, defined as either “small” or “large”, with adjoining doors. Table 637-1 contains the minimum area requirements for each of the office types.

<b>TABLE 637-1 ENGINEER’S FIELD OFFICE AREA REQUIREMENTS</b>					
<b>Physical Requirement</b>	<b>Engineer’s Field Office Type</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Min. total floor area (ft <sup>2</sup> )	540	860	1300	2475	2700
Min. number of small rooms	2	3	2	3	6
Min. floor area of each small room (ft <sup>2</sup> )	100	100	120	150	175
Min. number of large rooms	1	1	2	2	2
Min. floor area of each large room (ft <sup>2</sup> )	200	200	240	300	350

- A. **Potable Water.** From a local municipal water supply, certified well or bottled with a heating/refrigerator unit to provide hot and cold water. An exterior frost-free hose bib shall be provided in a location adjacent to the Engineer’s Field Office. The hose bib need not be installed on a potable water line, and if the water in the line is not potable, it shall be clearly marked as such.

- ITEM 637.11---25 – ENGINEER’S FIELD OFFICE – TYPE 1**  
**ITEM 637.12---25 – ENGINEER’S FIELD OFFICE – TYPE 2**  
**ITEM 637.13---25 – ENGINEER’S FIELD OFFICE – TYPE 3**  
**ITEM 637.14---25 – ENGINEER’S FIELD OFFICE – TYPE 4**  
**ITEM 637.15---25 – ENGINEER’S FIELD OFFICE – TYPE 5**

- B. **Restroom.** A separately enclosed room, lockable from the inside, that is properly ventilated and in compliance with applicable sanitary codes. The Contractor shall provide all lavatory amenities, necessary paper and soap products, hot and cold running water and a toilet. The toilet shall be flush-type where sanitary facilities are available, and a type approved by the Engineer prior to installation where sanitary facilities are not available. The minimum required number of restrooms to be provided is specified in Table 637-2.
- C. **Parking Area.** The Contractor shall provide and/or construct paved or hard surfaced (gravel or bankrun material) secure parking area with dedicated parking spaces adjacent to the Engineer’s Field Office. Each parking space shall be 9 feet by 18 feet, and the minimum required number of spaces to be provided is specified in Table 637-2.
- D. **Field Office Signs.** The sign panel material shall be aluminum, fiberglass, plywood or lightweight plastic. The sign sheeting shall be ASTM Type III. The sign panel shall be 36 inches high by 48 inches wide with white legend on green background with the phrases as positioned and described below. If erected at a location where the sign might be struck by an errant vehicle, the sign support shall be a breakaway type.

The letters in the phrase "FIELD OFFICE" shall be 6 inch C series with the top of the letters 6 inches below the top of the panel. The letters in the phrase "ENGINEER-IN-CHARGE" shall be 6 inch B series with the top of the letters 18 inches below the top of the panel. The letters in the phrase "N.Y.S. THRUWAY AUTHORITY" shall be 1½ inch E series with the top of the letters 30 inches below the top of the panel. All phrases shall be centered horizontally on the panel.

If the Engineer’s Field Office is not located within or adjacent to the contract limits, two (2) additional signs shall be displayed conspicuously within the contract limits. The signs shall be similar to the above description, except that they shall be 48 inches high by 64 inches wide and have an additional bottom line of text containing the street address of the Engineer’s Field Office. The letters in the street address shall be 6 inch B series with the top of the letters 36 inches below the top of the panel and centered horizontally on the panel.

- E. **Mailbox.** Standard mailbox (with post if necessary) or post office box meeting the requirements of the U.S. Postal Service.
- F. **Telephone and Answering System.** A separate telephone and digital answering system for the exclusive use of the inspection staff. The minimum required number of telephone voice lines to be provided is specified in Table 637-2 (these lines are in addition to the separate lines to be provided for the facsimile machine and dial-up computer access if high speed internet access is not available where the field office is located). The telephone and answering system shall provide the ability to answer all voice lines from each voice line, transfer calls to all voice lines and be equipped with a single, dedicated answering system.

A minimum of one (1) telephone shall be cordless and a minimum of one (1) telephone shall be equipped with speaker and conference call capability. The remaining telephones, at least one (1) per required voice line, shall be extension telephones with minimum 25 foot long cords. The digital answering system shall be capable of recording outgoing messages up to 60 seconds long and receiving a minimum of 40 incoming messages of 60 seconds duration. The system must include automated voice marking of time and day of each message received and provide a message mark so

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that new messages may be played back without erasing old messages. The system shall include remote programming of playback, backspace, and outgoing message re-record and allow for the retrieval of messages without a remote control unit.

- G. **Facsimile Machine.** Plain paper laser or inkjet facsimile machine with a dedicated telephone line. The machine shall be capable of sending and printing a maximum paper size of 8½ x 14 inches, have a minimum 20-page memory storage, a minimum 20-sheet document feeder, a minimum 50-sheet paper capacity, transmit at least 6 pages per minute and have an autodial/redial with a minimum of 50 phone number memory. The machine shall be capable of storing and printing outgoing message confirmation information and printing the sender’s name, fax number and page number on incoming faxes.
- H. **Photocopier.** Heavy duty, electric, dry-process photocopying machine. The machine shall be an all-in-one copy machine with black & white and color copying, black & white and color printing and black & white and color scanning capabilities. Machine shall have at least three paper bins (8½ x 11 inches, 8½ x 14 inches and 11 x 17 inches), enlarging and reducing capabilities, and collating, sorting stapling and double-sided copying. Set-up, printer drivers, software and networking are required. All on-site staff email addresses shall be set up and programmed for ease of scanning. Maintenance shall be provided, as required, including repairs and all necessary toner cartridges and staples for the life of the contract and until final completion. One (1) case (5,000 sheets, 20 lb, white) of each paper size shall be provided as initial stock.
- I. **Paper Shredder.** Automatic start, heavy duty cross-cut paper shredder. The shredder shall be able to receive 8½ inch wide paper and shred a minimum of 15 sheets simultaneously along with CDs and staples.
- J. **Pencil Sharpener.** Manual or electric pencil sharpener, minimum 1 per room.
- K. **Exterior Bulletin Board.** An installed 4 foot by 8 foot weatherproof bulletin board in front of or adjacent to the Engineer’s Field Office. The bulletin board may be attached to an outside wall of the office. The location selected must be handicapped accessible and clearly visible.
- L. **Interior Bulletin Board.** An installed, wall-mounted 4 foot by 6 foot bulletin board made of cork or similar material in a large room, and one (1) 2 foot by 4 foot wall mounted bulletin board installed per room.
- M. **Dry Erase Board.** Installed, wall-mounted 2 foot by 4 foot dry erase boards, minimum one (1) per room.
- N. **Storage Locker.** Metal or wood storage locker with shelves, a tumbler lock and two (2) keys for the storage of survey, GPS and testing equipment. The total locker space footprint provided shall be a minimum of 9 square feet with a minimum height of 6 feet.
- O. **Fire Resistant Cabinet.** Fire resistant, legal size filing cabinet with locks and two (2) keys each, meeting the requirements of ANSI/UL Standard 72 for Insulated Filing Devices, Class 350-1 hour. Each office shall be provided with two (2) 2-drawer cabinets, and the required number of additional 4-drawer cabinets as specified in Table 637-2.

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- P. **Bookcase.** Self-standing, 3-shelf metal or wood bookcase, approximately 4 feet high, 4 feet wide and 1 foot deep. The minimum required number of bookcases to be provided is specified in Table 637-2.
- Q. **Wastebasket.** Minimum 7 gallon wastebasket, minimum one (1) per desk.
- R. **Refrigerator.** Electric, top-freezer type providing a minimum storage space of 15 cubic feet for Engineer’s Field Office Types 1 and 2, and a minimum storage space of 21 cubic feet for Types 3, 4 and 5.
- S. **Kitchenette.** To include a minimum 1 cubic foot, 1,300 watt microwave oven, a sink with hot and cold running water with minimum dimensions of 15 inch by 15 inch by 6 inch deep, usable counter space with minimum dimensions of 5 feet long by 2 feet deep and cabinet space with minimum dimensions of 5 feet long by 1½ feet deep by 2½ feet high. If the water in the sink is not potable, it shall be clearly marked as such.
- T. **Stove.** Electric, propane or bottle gas stove with a minimum of two (2) burners adequate for rapid drying of soil samples, including fuel or electrical supply. A stove is required when a separate Field Laboratory is not included.
- U. **First Aid Kit.** A Type III kit in accordance with ANSI Z308.1 *Minimum Requirements for Workplace First Aid Kits*. The minimum number of first aid kits to be provided is specified in Table 637-2.
- V. **Thermometer.** A minimum-maximum thermometer displaying in degrees Fahrenheit and mounted with an external probe to give the temperature both indoors and outdoors.
- W. **Coat Rack.** A metal or wood coat rack or closet capable of holding at least 4 coats. The minimum required number of coat racks to be provided is specified in Table 637-2. A single coat rack may be provided as long as it holds the minimum number of coats as per Table 637-2.
- X. **Office Desk and Chair.** Fully assembled freestanding office desks and chairs. Each desk shall have a 5 foot long by 2½ foot wide work surface and a height of 30 inches, at least 2 lockable drawers and include an adjustable shelf approximately 1 foot wide and no less than 2½ feet long. Each desk shall also be provided with an adjustable chair with arms, 5 legs with casters and be adjustable from approximately 16 inches to 24 inches in height. Each desk shall have a dedicated electrical outlet receptacle. The required number of office desks and chairs to be provided is specified in Table 637-2.

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<b>TABLE 637-2 ENGINEER’S FIELD OFFICE FURNISHING REQUIREMENTS</b>					
Furnishing Description	Required Number per Engineer’s Field Office Type				
	1	2	3	4	5
Restrooms	1	1	2	2	3
Parking Spaces	6	8	12	18	22
Telephone Voice Lines	2	3	4	4	5
Telephone Line for Computers (when high speed internet is unavailable)	1	1	1	1	1
Telephone Line for Facsimile	1	1	1	1	1
Fire Resistant Cabinets (4-drawer)	2	3	4	6	8
Bookcases	5	7	10	12	16
First Aid Kits	1	1	1	2	2
Coat Racks	1	2	3	4	5
Office Desks and Chairs	4	8	12	18	22
Office/Conference Tables	2	2	3	4	5
Folding Chairs	8	10	10	12	15
Drafting Tables	1	1	2	3	3
Drafting Stools	2	2	4	6	6
Vertical Plan Filing Racks	1	1	2	3	8
Roll File Units	1	1	1	2	4
Flatbed Scanner	1	1	1	1	1
Personal Computer (Hardware and Software)	2	4	6	8	8
LaserJet printer	1	2	3	3	3
Additional Software	1	1	2	2	3
Digital Camera with Motion Picture Functionality	1	1	1	2	2

- Y. **Office/Conference Table.** Commercial-grade rectangular table with weather/spill resistant top a minimum of 8 feet long by 2½ feet wide by 30 inches high. The minimum required number of office/conference tables to be provided is specified in Table 637-2.
- Z. **Folding Chair.** Commercial-grade, folding steel chair with approximate overall dimensions of 30 inches by 19 inches wide by 21 inches deep. The minimum required number of folding chairs to be provided is specified in Table 637-2.
- AA. **Drafting Table.** Adjustable height, tilting top drafting table with brackets and legs and approximate dimensions of 6 feet long by 3 feet wide by 3 feet high. The minimum required number of drafting tables to be provided is specified in Table 637-2.
- BB. **Drafting Stools.** Adjustable height stool with backrest. The minimum required number of drafting stools to be provided is specified in Table 637-2.

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CC. **Vertical Plan Filing Rack.** Constructed of metal, capable of hanging up to 12 sets of plan drawings up to 3 feet by 4 feet in size, 12 hanging clamps included. The minimum required number of vertical plan filing racks to be provided is specified in Table 637-2.

DD. **Roll File Unit.** Twelve (12) compartments, each measuring approximately 6 inches by 6 inches. The minimum required number of roll file units to be provided is specified in Table 637-2.

2.02 **Information Technology.** The minimum required number of personal computers to be provided is specified in Table 637-2. The minimum requirements for each personal computer are:

A. **Hardware**

- CPU to operate Windows 8.1 for Business (32 bit or 64 bit edition) and all other software listed in this specification;
- Optical Drive – CD-RW/DVD-RW;
- 500 GB minimum hard drive;
- 8 GB minimum RAM;
- USB Port(s);
- 24” LCD monitor (1920 x 1080 resolution minimum);
- One (1) 500 GB External Hard Drive;
- Locking cabinet(s) which encloses all computer hardware;
- Surge protection device;
- External 3 button optical scroll mouse;
- External Speakers;
- Modem with separate phone line for computer (if high speed internet service is unavailable), (minimum 56K baud rate).

B. **Software.** Substitutions for the specified software shall not be permitted unless noted otherwise. All manuals shall be provided.

- Windows 8.1 for Business (32 bit or 64 bit edition);
- Microsoft Word (2013 version or later);
- Microsoft Excel (2013 version or later);
- WINZIP 15;
- Norton Internet Security (latest version for Windows 8) set up to run in Auto-Protect Mode and Auto Update Mode (monthly), or McAfee Internet Security Suite (latest version);

Note: Microsoft Office 2013 Standard Edition, or later version, may be used in lieu of Word 2013 and Excel 2013.

C. **Additional Software.** The following software shall also be provided on the number of personal computers specified in Table 637-2:

- Microsoft Photo Editor (latest version);
- Adobe Acrobat XI Professional (latest version);

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- Primavera scheduling software capable of meeting all scheduling requirements of the NYS Thruway Authority Addendum to the Standard Specifications §108-01 *Start and Progress of Work* and compatible with the operating system supplied under this specification.

**D. Internet Communication.**

- **Cable Internet Service.** 10/100 Ethernet cable network card and high-speed cable modem capable of transferring data at a minimum of 50 megabits per second;
- Subscription to an Internet Service Provider capable of providing high-speed Internet service;
- Network/Wireless – Ethernet or wireless card to be compatible with the selected internet and office network connections.

**E. LaserJet Printer.** Photo-quality color LaserJet printer capable of printing on 8½ by 11 inch and 8½ by 14 inch paper. Supply with spare toner cartridge, standard LaserJet and photo paper, diskettes and read/write CDs.

**F. Digital Camera.** The digital camera system shall meet the requirements below. All necessary hardware, cables, operating manuals, and other pertinent media required for the operation of the camera unit itself, including connecting the camera to the office computer system shall be provided. The camera must be able to download the images to a computer without any proprietary software having to be installed on a computer.

- Minimum 16.0 megapixel resolution with 20x optical zoom and autofocus operation;
- 3 inch LCD screen and optical viewfinder;
- Built-in intelligent flash (auto/on/off);
- Time/date stamp on each picture;
- A total of two (2) rechargeable sets of batteries (Lithium-Ion) and high-capacity (approximately 1 hour) charging unit;
- Two (2) SDHC highest capacity and speed (Class) memory cards that are compatible with the camera;
- Soft storage/carry case with shoulder strap;
- Motion Video: 640 x 480 resolution capability at 30 frames per second (MPEG Video).

**3. CONSTRUCTION DETAILS.** The Contractor shall be responsible, until use and occupancy is relinquished by the Authority, for any and all damage, direct or indirect, of whatever nature, occurring to the property of the Authority and property of the inspection staff which is kept in the Engineer's Field Office. The Engineer will provide the Contractor with a detailed list of items kept in the office, with corresponding dollar values, and will provide the Contractor with updates when something on the list changes. Non-Authority-owned property shall only be those items used in the performance of contract-related work activities. Such property shall be replaced within 30 days of the reported damages and would include any loss caused by, but not limited to, fire, theft, vandalism or malicious mischief. The Contractor shall not be responsible for items kept in the Engineer's Field Office that are not on this list.

The Contractor shall install the Engineer’s Field Office sign at a location approved by the Engineer. If the Engineer’s Field Office is not located within or adjacent to the contract limits, two (2) additional signs shall be displayed conspicuously within the contract limits in locations directed by the Engineer.

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The Engineer’s Field Office shall be fully equipped and made available for use and occupancy by the inspection staff prior to the start of any contract work, and shall be made available after contract final acceptance as directed in writing by the Regional Construction Engineer.

All furniture and equipment shall be fully assembled, operational, clean and serviceable. The Engineer’s Field Office shall be cleaned weekly or more often if required, and the timing of the cleaning operations shall be coordinated with the Engineer. The Contractor shall remove and dispose of all rubbish generated in the office and shall keep the office free from pests. The Contractor shall remove snow from all areas subject to vehicular circulation and parking.

After completion, all portable buildings or trailers, fencing, surfacing and utilities shall be removed from the location and the areas cleaned, loamed and restored as required. The Contractor shall be responsible for providing all necessary computer hardware, software and peripheral devices as well as high-speed Internet service to the Engineer’s Field Office until use and occupancy of the Engineer’s Field Office is relinquished by the Authority. Only internet services that can provide a minimum data transfer rate of 768 kilobits per second will be considered acceptable. The Contractor shall be responsible for providing all necessary service connections to the Engineer’s Field Office and Engineer’s Field Office computer(s). In addition, the Contractor shall provide a cable or DSL modem and any other equipment necessary to provide the minimum specified data transfer rate.

4. **METHOD OF MEASUREMENT.** The Engineer’s Field Office will be measured for payment as the number of months satisfactorily provided, measured to the nearest 0.25 months.
5. **BASIS OF PAYMENT.** The unit price bid per month for the Engineer’s Field Office shall include the cost of all labor, materials and equipment necessary to complete the work including property rental, utility charges and incidental expenses. Payment will be made for each month of availability for occupancy by the Engineer and inspection field staff.

No payment will be made under Engineer's Field Office when deficiencies in compliance with these requirements are not promptly addressed by the Contractor after notification by the Engineer. Should the aggregate of non-compliance days exceed 3 days in any one month, no payment shall be made for the entire month in which deficiencies were cited.

Monthly payments may be terminated prior to contract final acceptance by written notification by the Division Construction Engineer that such office will no longer be required on the contract. Payment for each month's occupancy of the Engineer’s Field Office after the date of contract final acceptance will be made as part of the final contract payment. Failure of the Contractor to supply documentation required to complete the final estimate may result in nonpayment during this delaying period.

During periods of contract extension of time where Engineering Charges are assessed, no payment will be made for occupancy and services, except that payment for each month's occupancy after the date of final acceptance will be made as part of the final estimate.

**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 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.

## CONTAMINATED MATERIALS SITE SAFETY AND HEALTH REQUIREMENTS

The Contractor is responsible for Federal Occupational Safety and Health Administration, as well as NYS Department of Labor requirements for their employee's health and safety as it relates to the project site. Within ten (10) days of Contract Award, the Contractor shall identify a qualified health and safety professional who will oversee the development, implementation and oversight of a site health and safety plan that will be prepared by the Contractor, under Section 107-05 of the standard specifications, to cover site activities including potentially contaminated materials.

The Contractor and their qualified health and safety professional shall determine the need for samples. If samples are needed, Sampling and Analysis shall conform to Item 202.92250112. Transportation and Disposal of these samples shall be in accordance with Section 205-1.05, the requirements of the NYS Department of Environmental Conservation and any landfill accepting solid waste generated from the site.

### Sample Analysis

If samples are obtained, all costs associated with collecting, analyzing, reporting, and sample disposal shall be performed at no additional cost to the Authority, and the Contractor's qualified health and safety professional shall determine which contaminants that the samples shall be analyzed for. The following list indicates typical testing requirements for the indicated contaminant.

- a. Pesticides and PCB's using USEPA Method 8081, MDL of 0.1 ppm for each PCB Arochlor
- b. Mirex using USEPA Method 8081
- c. Volatile Organic Compounds including BTEX using USEPA Method 8260, MDL per method
- d. Semi-Volatile Organic Compounds including PAHs using USEPA Method 8270, MDL per method
- e. Dioxin/Furans using USEOPA Method 1613B, MDL per method
- f. Total Organic Carbon using EPA Method 9060, MDL of 0.1%
- g. Total Volatile Solids, MDL of 0.1%
- h. Inorganic Metals, Target Analyze List (TAL):

<u>Inorganic Metals</u>	<u>Method Detection Limit</u>	<u>EPA Method</u>
Cadmium (Cd)	0.5 ppm	6010
Lead (Pb)	0.3 ppm	6010
Mercury (Hg)	0.02 ppm	7471
Copper (Cu)	2.5 ppm	6010

All sample results shall be analyzed by a laboratory certified under the NYS Environmental Laboratory Accreditation Program. The Contractor shall provide one (1) copy of the ASP "B" data package and one (1) electronic copy of the analytical data obtained under this contract to the Engineer with the sample locations identified (indicated by GPS coordinates, in UTM Zone 18, NAD 83 format), within 48 hours of receipt of the data.

**GENERAL WORK REQUIREMENTS**  
**PERTAINING TO EXISTING SEDIMENTS**  
**IN THE DEWATERED AREA**

The following is a list of general work requirements pertaining to existing sediments in the dewatered area to be done under this Contract. This list is intended to give the Contractor a general description of the work involved with contaminated sediments 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. Install primary cofferdam and dewater work area.
2. Move silt away from immediate work area and stockpile within cofferdammed areas, and place secondary elements to contain the sediments in accordance with Item 205.0201. The sediments shall not be removed from the cofferdammed area, and the scope of work does not include disposal of the sediments. Water seepage from the sediment stockpile shall be managed with a small berm constructed of the existing sediment material.

The faces of the cofferdams that come into contact with the contaminated sediments shall be lined with an impervious membrane.

3. The contaminated material shall be covered with an impervious membrane and maintained in accordance with Section 205 of the Standard Specification to prevent any airborne dispersion of the sediments.
4. Rinse concrete surfaces of sediments prior to concrete removal and resurfacing. Accumulations of sediment resulting from this rinsing shall be placed in the sediment pile.
5. Prior to filling of the cofferdam area, the sediment stockpile shall be spread out to a uniform thickness within the cofferdammed area under Item 205.0601. Re-flooding will be done in such a manner as to minimize re-suspension of sediments. Debris which may be taken off-site for disposal include concrete, timber, steel, and other non-soil items. This debris shall be rinsed prior to transport, and disposed of at a permitted disposal facility in accordance with Federal, State and Local regulations.

**SPECIAL NOTE**

**REGULATORY REQUIREMENTS AND PERMITS**

The Contractor shall be familiar and comply with the provisions of all environmental permits and regulatory requirements for this project. These plans and contract documents reflect the environmental provisions and regulatory requirements. Environmental permit(s) should be available from the Engineer prior to the start of construction. The contractor shall consult the Engineer prior to commencing activities regulated by the said permit(s).

**SPECIAL PROVISIONS**  
**WORK IN OR OVER NAVIGABLE WATERWAYS OPERATED BY**  
**THE NEW YORK STATE CANAL CORPORATION**

**1. LOCATION OF THE NEW YORK STATE CANAL CORPORATION OFFICES**

- 1.01 **General Information.** General information regarding contracts on the New York State Barge Canal System may be found on the Canal Corporation's website at <http://www.canals.ny.gov>.
- 1.02 **Work/Occupancy Permits.** Work/occupancy permits required by the Canal Corporation may be obtained from the following locations:

**Eastern Division**

- New York State Canal Corporation, **Albany Office**  
 Canal Permit Engineer  
 PO Box 833, Albany, NY 12201-0833  
 Phone: (518) 471-5033  
 Fax: (518) 471-5035
- New York State Canal Corporation, **Utica Office**  
 Canal Permit Engineer  
 PO Box 833, Albany, NY 12201-0833  
 Phone: (315) 733-9530 Ext. 36  
 Fax: (315) 733-4032

**Western Division**

- New York State Canal Corporation, **Syracuse Office**  
 Canal Permit Engineer  
 290 Elwood Davis Road, Suite 250, Liverpool, NY 13088-2103  
 Phone: (315) 438-2303  
 Fax: (315) 461-0765
- New York State Canal Corporation, **Buffalo Office**  
 Canal Permit Engineer  
 455 Cayuga Road, Suite 800, Cheektowaga, NY 14225-0121  
 Phone: (716) 635-6250  
 Fax: (716) 626-5362

**2. GENERAL**

- 2.01 **Other Agencies with Jurisdiction.** The Contractor's attention is directed to the fact that work in this contract is in or over a navigable waterway which is part of the New York State Canal System, operated by the New York State Canal Corporation. A work permit from the Canal Corporation will be required.

In addition to the requirements of this contract, work activities in or adjacent to navigable waters are also subject to regulation by the U.S. Coast Guard, the U.S. Army Corps of Engineers, and the NYS Department of Environmental Conservation. It shall be the sole responsibility of the Contractor to so conduct all operations as to comply with all regulations and requirements of these aforementioned agencies in connection with, but not limited to, the maintenance of navigation and water pollution and flood control.

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- 2.02 **Coast Guard Approval.** Even if the type of work to be performed does not require permits or licenses from the agencies listed in 2.01 above, the Contractor is advised that NYS Canals are navigable waterways under U.S. Coast Guard jurisdiction and any work performed during the navigation season which may interfere with navigation will still require prior Coast Guard Approval.

The Contractor shall comply with the requirements and provisions of all U.S. Coast Guard regulations that are applicable to the construction work of this contract and shall pay all costs in connection therewith including, but not necessarily limited to, the costs of: any "Notice to Mariners", relocating existing navigational aids and/or services performed by the U.S. Coast Guard, as required, such as special surveys in connection with misplaced material in waterways or making dumping inspections.

The contractor is hereby notified that neither the Department of Transportation, the Canal Corporation, nor the Thruway Authority have control over the Coast Guard approval procedures, and are not responsible for delays associated with that agency's procedures. The contractor shall make timely submissions of information to minimize all delays.

### 3. LIMITATION OF OPERATIONS

- 3.01 **Submission of Schedule Required.** At least 45 calendar days prior to commencing any work in or over Canal Corporation operated waterways, a plan and sequence of operations and a schedule (heretofore referred to as the "schedule") shall be submitted to the Engineer for approval. The Contractor shall submit three (3) additional copies to the Engineer for review by the New York State Canal Corporation with a request for comment within 10 working days. Two (2) approved copies will be returned to the Contractor, through the Engineer, for use in submission to the Coast Guard for their information. Such submission shall be made at least 21 days prior to the commencement of work.
- 3.02 **Requirement for Schedules.** The schedule shall include: a sketch of the waterway; the location of restrictions that will be placed in the waterway such as barges, anchors, and anchor lines; the location and height above the mean high water/maximum navigation pool elevation of any scaffolding, netting, or containment enclosure; the placement, type and dimensions of dolphins, spars, etc., if used; scheduled location and movement of all of the Contractor's water borne equipment and a projected set of dates and length of time each operation will take. The schedule shall include the hours of operation and whether or not equipment will be removed at night.

### 4. LAWS AND REGULATIONS

- 4.01 **Permits and Licenses.** The Contractor shall obtain any required permit(s) and licenses and pay all charges and fees incurred. The Contractor shall give all notices necessary and incident to the due and lawful prosecution of the work, and shall comply with all laws, ordinances, rules, and regulations of the Federal Government, the State, the city (Cities) and other bodies having jurisdiction over the work and encompassed by their contract.
- 4.02 **U.S. Coast Guard Permit.** If a specific U.S. Coast Guard Permit is required, an application for this permit has been made by the Canal Corporation. A copy of this permit will be forwarded to the Contractor when issued.
- 4.03 **NYSDEC and Army Corps of Engineers Permits.** If required, a "Joint Application for Permit" has been made to the New York State Department of Environmental Conservation and the U.S. Army Corps

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of Engineers by the Canal Corporation for the work proposed in the Contract Documents.

The special conditions listed in this Permit will be incorporated into this project, and shall be strictly adhered to during construction. A copy of this permit will be forwarded to the Contractor when issued.

4.04 **Extraneous Work Activities.** Extraneous work activities in or adjacent to the watercourses (or wetlands) on this project may also be affected or restricted by the following regulations:

- a. Section 10 of the River and Harbor Act of 1899 (30 stat. 1151;33 U.S.C. 403)
- b. Sections 301, 302, 306, 307, 311, and 401 of the Clean Water Act of 1977 - (Public Law 95-12).
- c. Section 404 of the Clean Water Act of 1977 (33 USC 1344)
- d. Articles 15 and 24 of the NYS Environmental Conservation Law.

The Contractor shall familiarize himself with those regulations as they may relate to their proposed construction activities.

The Contractor shall obtain any additional permit(s) and licenses and pay all charges and fees required for their activities in any watercourse or wetland, which extends beyond the scope of the work shown in the contract documents. Any costs or delays incurred in securing authorization for extraneous activities not contemplated by the Contract documents shall be borne by the Contractor and reflected in the prices bid for the various contract items.

4.05 **Canal Navigation.** A copy of the Rules and Regulations governing navigation and use of the New York State Canal System may be obtained from the New York State Canal Corporation.

## 5. MAINTENANCE AND PROTECTION OF NAVIGATION

5.01 **General.** The Contractor is hereby advised that the navigation season on the New York Canals extends from May 1<sup>st</sup> to November 15<sup>th</sup> unless otherwise indicated on the Contract Plans. Canal Corporation vessels use the Canal System a few weeks before and after the public navigation season for maintenance and operation purposes. During the navigation season, the operations of the Contractor shall be carried on in accordance with the General Rules and Regulations of the U.S. Coast Guard. At no time during construction shall restrictions be placed upon navigation without first receiving approval of the Engineer, the Canal Corporation and the Coast Guard. The Contractor shall contact all offices at least fifteen (15) days prior to the proposed restriction periods.

All work shall be so conducted that the free navigation of the waterway is not interfered with and the present navigable depths are not impaired. Care shall be exercised by the Contractor so that materials used in their operations do not affect, interfere with or endanger the traffic in the Canal or the river.

5.02 **Navigational Signs.** One sign, "CANAL CONSTRUCTION AHEAD" shall be displayed at each end of the work zone, facing the traffic as it approaches the work zone. For sign face layout, see appropriate detail sheet in this Proposal. Another sign, "END CONSTRUCTION" is to be displayed facing traffic as it leaves the work zone. This sign face layout shall conform to the details of the "Manual on Uniform Traffic Control Devices for Streets and Highways – 2009 Edition (National MUTCD)", and the "Standard Highway Signs" manual – 2004 Edition (English version), Sign Text Number G20-2 (modified). Exact

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locations of these signs shall be as directed by the Engineer.

For projects involving Bridge Cleaning and/or Painting, welding or grinding, one sign "BRIDGE CLEANING, BLOW HORN" shall be displayed on each side of the bridge over the navigational channel during the time that work is actually in progress.

- 5.03 **Navigation Watch, Work on Bridges Over Waterways.** Extreme care shall also be taken not to allow welding metal, metal sparks or other debris to fall onto vessels passing under the bridge. At all times, when work is in progress, one of the Contractor's employees shall be designated as the Watch. When a vessel approaches the work site, all work crew members will be notified to immediately cease operations such as welding, grinding, cleaning or painting until the vessel has passed safely. The Contractor's communication system shall be effective, in the opinion of the Engineer, for notifying all workers of the approaching vessel.
- 5.04 **Minimum Vertical Clearance.** Picks, rigging, bridge painting containment structures and other devices used by the Contractor that lessen the existing vertical clearance above maximum pool shall only protrude into half of the navigational channel's full width at any given time. The temporary, half-width navigation channel shall be clearly identified by the Contractor as required by Subsection 5.06 below. The Contractor shall notify the Canal Corporation at least 5 days in advance of any change in overhead clearance for any portion of the navigation channel.
- 5.05 **Floating Plants.** Floating plants and their operation shall be subject to the approval of the Engineer and the New York State Canal Corporation. If possible, during working hours, floating plants shall be so positioned that there will be no interference with Canal traffic. If necessary, the Contractor shall promptly move the floating plant to avoid such interference. During non working hours, the floating plant shall be positioned or located as approved by the Engineer so that it does not interfere with canal navigation.
- 5.06 **Obstruction of Channel and Waterway.** In the event the Contractor must restrict navigable clearances to perform the work, or must use floating equipment that restricts navigable clearances, or otherwise obstruct the channel and waterway so as to endanger the passage of vessels, as defined in the River and Harbor Act, the obstruction shall be so positioned as to afford a practicable passage. The Contractor shall display signal lights at the site; and utilize any other aids to navigation, whether permanent or temporary, as required in the Permits and in accordance with the General Regulations of the Coast Guard and all the provisions of the Coast Guard's Navigation Rules International-Inland and the Rules and Regulations governing navigation and use of the NYS Canal System. Upon completion of the work, the Contractor shall immediately restore free navigation of the waterway by removing the restriction and any navigational aids used.

## 6. PROTECTION OF CHANNEL AND ENVIRONMENT

- 6.01 **Preservation of the Existing Waterway.** It shall be the responsibility of the Contractor to insure that the waterway and channel depths are not affected by the work. The Contractor shall perform soundings in the vicinity of the work before any work commences, and after work has been completed. Any obstructions or material that has reduced channel depth shall be removed and disposed of at no additional cost to the Authority. In addition, if at any time during construction it is suspected that river or channel depths may have been impaired or that an obstruction may exist from the work, the Contractor shall, as directed by the Engineer, upon request of the Engineer, Coast Guard or Canal Corporation, provide necessary equipment and personnel to undertake a survey and remove any obstruction, objects, or silting that may have occurred during construction. The cost for this work is to be borne by the Contractor. Upon completion of this contract, "Certification" that the waterway depths have not been impaired shall

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be sent to the Ninth Coast Guard District and the NYS Thruway Authority by the Contractor.

6.02 **Temporary Removal of Navigation Aids.** The temporary removal or changes in location of channel markers may be required to facilitate navigation. The Contractor shall notify the Engineer at least 15 days prior to the desired removal of any channel marker in order that US Coast Guard permission may be obtained and navigation interests fully informed in advance of the proposed change in location.

6.03 **Misplaced Materials.** Should the Contractor, during the progress of the work, lose, sink or misplace any material, plant, machinery or appliance, the Contractor shall promptly recover and remove the same. The Contractor shall give immediate notice of such obstruction to the Coast Guard, the Engineer and the NYS Canal Corporation. Notice to the Coast Guard shall give a description and location of any such object and action taken or being taken to protect navigation. Until removal can be effected, the object(s) shall be properly marked.

Should the Contractor neglect to remove, or refuse to promptly remove such obstruction, the Engineer shall have the same removed and charge the costs against monies due to the Contractor or recover under the Contractor's Bond. The Liability of the Contractor for removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Section 15, 19 and 20 of the River and Harbor Act of March 3, 1899 or subsequent Acts in effect at the time the work is being performed.

6.04 **Spillage of Oil and Hazardous Substances.** Spillage of oil and hazardous substances is especially prohibited by Section 311 of the Clean Water Act of 1977. Measures including proper maintenance of construction equipment, designating fuel/hazardous substances handling areas to allow spills to be contained before reaching the waterway, instructing personnel not to dispose of oil and other such materials into drains or into the waterway directly, and other necessary procedures should be implemented to prevent spillage.

If, in spite of such planning, oil/hazardous substances are spilled into a watercourse, immediate notification shall be given to the NYS Department of Environmental Conservation at (518) 457-7362, the National Response Center at (800) 424-8802 and the NYS Canal Corporation. A supply of hay, straw, or other absorbent must be retained on site so that it may be rapidly deployed to soak up any possible spillage, pending DEC and/or Coast Guard arrival on the scene. The use of chemical dispersing agents and emulsifiers is not authorized without prior, specific, Federal or State approval.

## **7. COMPLETION OF WORK**

7.01 **Notices to Mariners.** The Contractor shall notify the Engineer, the Coast Guard, and the Canal Corporation thirty (30) days in advance of work completion so that the appropriate notice can be given to mariners.

7.02 **Final Clean Up.** All lights, buoys, signs, scaffolding, anchors, bulkheads, cables, etc., shall be removed from the area on shore or off shore as the case may be upon completion of the work, or at such prior time when no longer needed for the work, AOB.

7.03 **Payment.** The cost to the Contractor for compliance as aforesaid shall be included and reflected in the prices bid for the various items scheduled in the contract proposal. No separate payment will be made for compliance with the conditions stated in these SPECIAL PROVISIONS -WORK IN OR OVER NAVIGABLE WATERWAYS OPERATED BY THE NEW YORK STATE CANAL CORPORATION. This note is intended to provide general information only and shall neither be construed as all inclusive

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nor considered project specific. The Contractor shall be so guided.

**SPECIAL NOTE****SPILL PREVENTION AND CONTROL**

Discharge of oil and hazardous substances is prohibited by Section 311 of the Clean Water Act. The contractor shall prevent oil and other such materials from discharging to the ground, drains, ditches, surface waters, wetlands and/or groundwater. Appropriate spill prevention and control procedures shall be implemented prior to any construction activities. These procedures shall include, but are not limited to, proper maintenance of construction equipment, designation of fuel/hazardous substances handling areas, use of appropriate containment and availability of spill response resources for prevention of any spills from entering the environment. If, in spite of such planning and control, oil or hazardous substances are released to the environment, immediate notification shall be given to the Thruway Project Engineer. In addition, any spills exceeding applicable reportable quantity criteria (for guidance, see <http://www.dec.ny.gov/regulations/2634.html>) shall be reported to the New York State Department of Environmental Conservation at (518) 457-7362 and the National Response Center at 1-800-424-8802 per spill reporting requirements.

**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](http://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](mailto: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 any non-compliance when any diesel powered construction equipment is in non-compliance. The Contractor shall correct any 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](http://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](http://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](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](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](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>

**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:

555.0105  
580.01

**Reinforcement for Reinforced Concrete Pipe and Related Drainage Structures** shall meet the requirements of Section 706 – *Concrete, Clay, and Plastic Pipe*.

**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.

**COFFERDAM AND WATERWAY CONSERVATION NOTES**

The designer shall edit note 1 to:

1. Add the specific cofferdam locations for the project,
2. Indicate only those cofferdam types that are reasonable and have been approved for each cofferdam location,
3. Include the drawings that apply for each cofferdam (available in the Drafting Dept. or on the "J" drive.
4. Include any specific health and safety requirements for working with the specific sediments at each cofferdam location (for both the placement of the cofferdam and work within the cofferdamed work area).

The designer shall also fill out the table on each conceptual cofferdam sketch to include the maximum permitted fill volume, and the maximum permitted dewatered work area for each cofferdam type at each cofferdam location.

1. The following conceptual types of cofferdams have been permitted for the indicated locations of this project. A conceptual sketch of each of these cofferdam types also follows:

Location:

Braced Cofferdam  
 Sand Bag Cofferdam  
 Bladder Cofferdam  
 Portable Cofferdam  
 Structural Unit Cofferdam  
 Filled Structural Unit Cofferdam

The fill for the above cofferdams shall also be placed on a separation barrier, and any steel or concrete sections, or any equipment that has come into contact with the existing sediments, shall be washed before removal from the site in accordance with the "Contaminated Materials Site Safety and Health Requirements" found in the proposal.

2. The Contractor is required to submit a plan of his/her proposed method of dewatering the work area, to the Chief Engineer for approval at least 14 working days prior to any work. As part of the Authority's approval process, a copy of the plans may be submitted to the U.S. Corps of Engineers (COE) for their verification that the proposed plans conform to the pre-approved details.

Should the proposed plan exceed the maximum permitted fill volume, exceed the maximum permitted dewatered work area, or be an alternate method of cofferdamming the work area, a permit modification, prepared by the Canal Corporation, will be submitted to the U.S. Corps of Engineers (COE) and/or NYS Department of Environmental Conservation (DEC), as appropriate, for their approval.

The Contractor is hereby notified that neither the NYS Canal Corporation nor the NYS Thruway Authority have control over the COE or DEC approval procedures, and are not responsible for any delay associated with obtaining the necessary approvals of the permit modifications. The contractor shall make timely submissions of all necessary information to minimize all delays.

3. The cost of dewatering the work area, regardless of the source of water, shall be included in the cofferdam item.

**COFFERDAM AND WATERWAY CONSERVATION NOTES**

4. The Contractor shall conduct his/her operations to the satisfaction of the Engineer to prevent or reduce to a minimum any damage to any waterway from pollution by debris, sediment or other foreign material, or from the manipulation of equipment and/or materials in or near such waterways. He/she shall not return directly into a waterway, or to a ditch immediately flowing into a waterway, any water which has been used for wash purposes or other similar operations which could cause this water to become polluted with concrete, sand, silt, cement, oil, lead-based materials or other impurities. If he/she uses water from a waterway, he/she shall construct an intake or temporary dam to protect and maintain water rights, and to maintain fish life downstream. These temporary measures shall be removed and the area restored at the completion of the work.
5. No discharge of fresh concrete is allowed into the waterway.
6. To accommodate the work and staging areas, the Contractor shall minimize the cutting of trees over six inches in diameter to only those specifically allowed by the Engineer.
7. A buffer of trees and native plant material shall be maintained along the edges of the waterway.
8. The source of any fill shall be identified by the Contractor and approved by the Engineer.
9. Place the cofferdam on two (2) layers of impervious membrane.

**PILE DRIVING CRITERIA**

Piles will be acceptable only when driven to pile driving criteria established by the Engineer. Prerequisite to establishing these criteria, the Contractor shall submit Form BD 138M – Pile and Driving Equipment Data to the Engineer for approval. The Engineer shall be allowed 15 working days upon receipt for review. Each separate combination of pile and pile driving equipment proposed by the Contractor shall require the submission of a corresponding Form BD 138M.

The following additional information or incidental equipment is required for each type of hammer proposed:

**Single Acting Diesel Hammers**

The Contractor shall supply a saximeter for the inspector's use in recording blows per minute and stroke.

**Double Acting Diesel Hammers**

The Contractor shall supply the manufacturer's calibration chart relating bounce chamber pressure (for a specific hose size/length) to the rated hammer energy. The actual hose size and length shall also be provided. This information shall be submitted with the Form BD 138M and also provided to the inspector.

**Air/Steam Hammers**

The Contractor shall supply manufacturer's data for the compressor (or boiler) which demonstrates that pressure supplied, minus hose losses, is adequate for the proposed hammer. The actual supply hose size and length shall also be provided. This information shall be submitted with the Form BD 138M.

Hardwood, Plywood, Wire Rope and Asbestos shall not be used for hammer cushions. Hammer cushions shall be inspected by the Engineer prior to driving and after every 100 hours of driving. Hammer cushions shall be replaced when the cushion thickness decreases to less than 75% of the original cushion thickness.

**SPECIAL NOTE:**  
**SECTION 551 – PILES AND PILE DRIVING EQUIPMENT**  
**FURNISHING EQUIPMENT AND PERSONNEL – DYNAMIC LOAD TESTING OF PILES**

The Contractor shall furnish certain equipment and personnel necessary to perform field testing of piles and evaluate pile hammer efficiency. All incidental labor and material necessary to make the work area accessible shall also be supplied by the Contractor.

The actual tests shall be conducted by the Engineer. The Contractor's responsibility is limited to the supplying of support services for the individual tests. Tests shall be performed at the locations indicated on the Contract Plans and where ordered by the Engineer.

**A. Equipment and Manpower to be supplied by the Contractor:**

1. Pile driving equipment (with crew) of the same type which will be used to drive all other similar piles on the project.
2. A source of electrical power 120 volts AC, 60 cycle, at each test location.
3. A suitable test enclosure to protect the computer, tape recorder and test equipment operator from conditions of wet, wind, and cold. Heat shall be provided, if necessary, in order that a minimum temperature of 50° F [10° C] shall be maintained within the enclosure. The test enclosure shall be sufficiently near the pile top (when the pile is in the driving leads) to be reached by electrical cable(s).
4. Incidental labor, as necessary.

**B. Equipment and Services to be Supplied by the Authority:**

1. Force and acceleration transducers.
2. Analog computer with necessary recording arrangements.
3. A representative of the Authority will perform the tests.

The Contractor shall notify the Engineer of his pile driving schedule at least 72 hours prior to driving piles at any general location where a Dynamic Test is indicated. At each pile location indicated for testing, the Contractor's services will be required for a period of approximately one hour.

The purpose of the testing is to monitor stresses in the pile as it is being driven, and to evaluate pile capacity and pile hammer efficiency. The Engineer will direct the testing work.

A dynamic load testing procedure, known as the "Impact Driving Method," will be used. This procedure entails the following steps:

- A. Prior to being struck with the pile driving hammer, each pile to be tested will be instrumented with force and acceleration transducers.
- B. Dynamic measurements resulting from the pile hammer blows will be automatically recorded.
- C. Upon determination by the Engineer that valid data has been recorded, the instrumentation will be removed.

The Contractor will schedule equipment movements to ensure that testing is done as part of the normal driving schedule, insofar as it is possible.

The cost of this work shall be included in the unit price bid for the Dynamic Pile Testing Item.

**ARCHIVING**

**DELETE** Section 202.10 of the New York State Steel Construction Manual in its entirety and **ADD** the following:

**ARCHIVING** – After successful erection of the steel components and prior to final acceptance, the Contractor shall deliver two (2) complete sets of final signature approved shop drawings in the Tag Image File Format (tiff). CCITT group IV, 2D compression minimum 200 dpi on two (2) separate compact discs. Thereafter, these shall remain the property of the New York State Thruway Authority.

For a list of Items requiring archiving disc of final signature approved shop drawings see Appendix G of the New York State Steel Construction Manual.

The Contractor shall also deliver the original signature approved hard copy of all drawings requiring a Professional Engineer's signature and stamp.

Items requiring a Professional Engineer's signature and stamp include, but are not limited to, erection, demolition, and transportation drawings.

Final payment will be held until the above requirements are met.

**ENGINEER'S OFFICE AND CONTRACTOR'S FIELD OFFICE**

The location of the Engineer's Office and Contractor's Field Office shall be determined during the Pre-Construction Meeting. The site shall be approved by the Engineer prior to placing the offices and the area shall be kept in a neat, clean condition at all times. The area shall not be used as a staging, storage, equipment or employee parking area.

**SPECIAL NOTE**

**DRILLING/GROUTING**

No petroleum-based compounds shall be used in the lubrication of downhole drilling rods/equipment during the grouting procedure.

**GROUTING NOTES**

1. The Contractor shall supply sufficient equipment to complete this project in the time allowed for the Contract. The Contractor shall take into account the variability in predicting quantities for grout holes, grout and sand in planning the equipment list and schedule.
2. Grouting procedures may be modified during grouting operations to meet field conditions above.
3. A single stage grouting procedure shall be used.
4. Drilling and Grouting Sequence
  - a. Primary grout holes shall be drilled and grouted to completion, to the satisfaction of the Engineer, prior to the progressing of secondary holes.
  - b. The secondary holes shall be completed next, prior to progressing any necessary tertiary or quaternary holes.
  - c. Only primary and secondary grout holes are depicted on the plans. Subsequent grout holes may be required in areas of high grout take, and shall be located as directed by the Engineer.
  - d. Holes shall not be drilled or flushed within 30 feet of a hole being grouted, for 8 hours after the completion of grouting. This is in accordance with Item 17203.3503 -DRILLING GROUT HOLES.
5. Backfilling Grout Holes - The top portion of all grout holes shall be filled with material similar to that which had been removed. This work will be paid for under Item 17203.3709 -SUBSURFACE GROUTING.
6. The Contractor's attention is directed to the fact that grout hole locations and/or angles may need to be altered. If this occurs, the Contractor shall submit to the Engineer, for approval, the modified grout holed locations and/or angles.
7. The Contractor shall determine the location of all underground utilities in the vicinity of work before drilling and grouting operations commence. In the event it becomes necessary to change the locations of grout holes due to the presence of underground utilities, the new locations shall meet the approval of the Engineer.
8. Due care shall be taken by the Contractor to minimize loss of grout into the lock wall culverts. In the event grout is observed entering the culverts, either through cracks or joints, grouting operations in the immediate vicinity shall be ceased until one of the following occurs:
  - a. Sufficient time has elapsed to allow grout to set in the joint or crack, or
  - b. The joint or crack is effectively sealed from inside the culvert to prevent grout from leaking in.

**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>  3  </u> % (Non-Federal-Aid Only)
Women's Business Enterprise (WBE) Utilization Goal	<u>  3  </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, 1<sup>st</sup> 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 journeyman 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 journeyman wage rate for such work. Hours of employment as a journeyman 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	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. _____				\$
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-1017-9**

### **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-1017-9 filing will be your last TA-1017-9 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-1017-9. 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-1017-9 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.

NEW YORK STATE THRUWAY AUTHORITY • CANAL CORPORATION

OFFICE OF CONSTRUCTION MANAGEMENT COMPLIANCE UNIT  
MONTHLY EMPLOYMENT UTILIZATION

TA-W1017-9 (08/2014)		<b>NEW YORK STATE THRUWAY AUTHORITY • CANAL CORPORATION</b>															
<b>OFFICE OF CONSTRUCTION MANAGEMENT COMPLIANCE UNIT</b>																	
<b>MONTHLY EMPLOYMENT UTILIZATION</b>																	
1. FINAL REPORT <input type="radio"/> YES <input checked="" type="radio"/> NO		2. CONTRACT TA #				3.D #				4. COUNTIES							
5. CONTRACT GOALS %		MINORITY %		FEMALE %		6. REPORT (MONTH & YEAR) _____ / _____											
7. CONTRACTOR NAME										SELECT REPORT TYPE BELOW <input type="radio"/> PRIME <input checked="" type="radio"/> COMPOSITE  <input type="radio"/> SUBCONTRACTOR							
8. PROJECT START DATE (Month & Year) _____ / _____		9. Percent of Work Completed to Date:															
<b>WORK HOURS OF EMPLOYMENT THIS MONTH</b>																	
JOB OR TRADE CATEGORY JOURNEYWORKER, APPRENTICE, OR TRAINEE	10. TOTAL HOURS OF 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	
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																	
<b>TOTAL</b>																	
<b>TOTAL WORK HOURS OF EMPLOYMENT TO DATE (Cumulative)</b>																	
JOB OR TRADE CATEGORY JOURNEYWORKER, APPRENTICE, OR TRAINEE	19. TOTAL HOURS OF 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							
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																	
<b>26. GRAND TOTAL</b>																	
27. Official of Prime Contractor/ Subcontractor (Title and Signature)											28. Date Signed						
29. Reviewed by Thruway Project Engineer (Title and Signature)											30. Date Approved						



**DISADVANTAGED/MINORITY/WOMEN'S BUSINESS ENTERPRISE PROGRAM  
 PAYMENTS TO D/M/WBE SUBCONTRACTING FIRMS**

**Purpose:** The subcontractors/suppliers listed below are certified D/M/WBEs. Payments made are in conjunction with the UTILIZATION PLAN FOR ALL SUBCONTRACTORS (TA-W1022-9).  
**INSTRUCTIONS:** Report is due the 15th of the month following the month of work. Zero payment reports are required. If no payments were made during the month, check the "No Payments" box.

CONTRACTOR:		CONTRACT TA#:	CONTRACT D#:	% OF OVERALL WORK COMPLETED TO DATE: (Based on Dollars)	MONTH/YEAR REPORTING	
LIST ALL D/M/WBE SUBCONTRACTORS/SUPPLIERS		ORIGINAL AGREEMENT AMOUNT	PREVIOUS PAYMENTS	PAYMENTS THIS MONTH <input type="checkbox"/> No Payments	TOTAL PAYMENTS TO DATE	PERCENTAGE OF WORK COMPLETED TO DATE (Based on Dollars)
NAME:						
FEDERAL ID#:						
NAME:						
FEDERAL ID#:						
NAME:						
FEDERAL ID#:						
NAME:						
FEDERAL ID#:						
NAME:						
FEDERAL ID#:						
NAME:						
FEDERAL ID#:						
NAME:						
FEDERAL ID#:						
NAME:						
FEDERAL ID#:						
GRAND TOTAL AMOUNTS FOR ALL D/M/WBE SUBCONTRACTORS/SUPPLIERS						
PREPARED BY SIGNATURE:					DATE:	

**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.ny.gov](http://www.labor.ny.gov). 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

Antonio Melendez, Civil Engineer II  
200 Southern Boulevard  
Albany NY 12209-2098

Schedule Year 2016 through 2017  
Date Requested 09/06/2016  
PRC# 2016009103

Location Buffalo Division  
Project ID# D214542  
Project Type TAB 16-46C/D214542 Culvert 70 Repairs on the Erie Canal in Orleans County in accordance with the Plans and Specifications.

### 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](http://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](http://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](http://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](http://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 NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

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

### **Withholding of Payments**

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

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

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

### **Summary of Notice Posting Requirements**

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

NYS Thruway Authority

Antonio Melendez, Civil Engineer II  
200 Southern Boulevard  
Albany NY 12209-2098Schedule Year 2016 through 2017  
Date Requested 09/06/2016  
PRC# 2016009103

Location Buffalo Division  
 Project ID# D214542  
 Project Type TAB 16-46C/D214542 Culvert 70 Repairs on the Erie Canal in Orleans County in accordance with the Plans and Specifications.

### 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: ____/____/____	[ ] (01) General Construction	
Approximate Completion Date: ____/____/____	[ ] (02) Heating/Ventilation	
	[ ] (03) Electrical	
	[ ] (04) Plumbing	
	[ ] (05) Other : _____	

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

# IMPORTANT NOTICE

FOR

## CONTRACTORS & CONTRACTING AGENCIES

### Social Security Numbers on Certified Payrolls

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

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

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

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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#### **1. Purpose and Scope:**

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

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

#### **2. Background and Statutory References:**

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

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

#### **3. Procedures and Agency Responsibilities:**

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

# Construction Industry Fair Play Act

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

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

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

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://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](mailto: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 website [www.labor.state.ny.us](http://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](http://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](http://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](http://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](mailto:dlwtpo@rit.edu)

(866) 385-7470 Ext. 2919

[www.rit.edu/~outreach/course.php3?CourseID=54](http://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](mailto: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](mailto:mailto:japs@buffalo.edu)

(716) 829-2125

[http://www.smbs.buffalo.edu/CENTERS/trc/schedule\\_OSHA.php](http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php)

### **Keene State College**

Manchester, NH

Leslie Singleton

e-mail: [lsingletin@keene.edu](mailto:lsingletin@keene.edu)

(800) 449-6742

[www.keene.edu/courses/print/courses\\_osa.cfm](http://www.keene.edu/courses/print/courses_osa.cfm)

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

[www.OutreachTrainers.org](http://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\*\*\*

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
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\*\*\*

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
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\*\*\**

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
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\*\*\**

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
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\*\*\**

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
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](http://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 CANAL CORPORATION**

**SAMPLE AGREEMENT**

**CONTRACT NO:**

This **AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, by the **NEW YORK STATE CANAL CORPORATION** (hereinafter referred to as the "**CORPORATION**") having its principal office at 200 Southern Boulevard, Albany, NY 12209 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 Corporation 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/Canal Corporation in \_\_\_\_\_ County which constitutes Contract TA \_\_\_\_\_ 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 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 Canal Corporation, 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 Change Proposals will be approved by the New York State Canal Corporation, 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 information for bidders adopted by the Corporation for Canal contracts; the contractor's proposal; the Schedule for Participation By Minority/Women/Disadvantaged Business Enterprise Participation goals; the agreement; the "Standard Specifications" referred to above; the plans; and addenda 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.

**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 fully 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, ducts, conduits 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 the Contractor's information was secured by personal investigation and research and not from the estimates or records of the Corporation or the State Department of Transportation and that the Contractor will make no claim against the Corporation by reason of estimates, tests or representations of any officer or agent of the Corporation or the State Department of Transportation.

**ARTICLE 4. DATE OF COMPLETION.** The Contractor further agrees to begin the work herein embraced within ten days of the date hereof, unless the consent of the Corporation, in writing, is given to begin at a later date, and that the Contractor 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 Corporation. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Corporation, which may include a charge for engineering and inspection expenses incurred upon the work, including engineering and inspection expenses incurred upon the work by railroad companies contracts for grade crossing elimination, and which may include a retention by the Corporation of its right to damages for breach of contract resulting from failure to complete the work by the completion date set herein. Notice of application for such extension shall be filed with the Chief Engineer, Department of Engineering of the Corporation 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 Corporation other than the consideration named in this agreement.

The Corporation 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 at the prices named in the proposal, 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 Canal Corporation 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 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 Corporation, the Corporation hereby agrees to make payments to the Contractor therefor, based upon the proposal attached hereto and made a part hereof, as follows: The Corporation 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 Corporation deems it to be for the best interest of the Corporation 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 Canal Corporation, 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 Canal Division Director, a Contractor has fully performed the work under the contract, the Canal 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 Canal 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 Canal Corporation 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 Canal Corporation, 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 Canal Corporation's rights under any warranty or guarantee. Final acceptance may be revoked by the New York State Canal Corporation at any time prior to the issuance of the final check, upon the New York State Canal Corporation'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 Corporation shall determine that the work upon the contract is not being performed according to the contract or for the best interest of the Corporation, 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 Corporation; 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 Corporation; 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 accordance with the provisions of Section 40 of the Highway Law.

Whenever the New York State Canal Corporation 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 Canal Corporation shall have the right to terminate this Contract in the event the Corporation finds that the certification provided by the Contractor in accordance with New York State Finance Law Sections 139-j and 139-k was intentionally false or intentionally incomplete.

**ARTICLE 12. DETERMINATION AS TO VARIANCES.** In 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 Corporation 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, 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 Contract, the Contractor certifies that all information the Contractor has provided to the Canal Corporation with respect to New York State Finance Law Sections 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

(L.S.)

\_\_\_\_\_  
Contractor

Approved as to form

Approved:  
Thomas P. Dinapoli  
New York State Comptroller

\_\_\_\_\_  
New York State Attorney General

By: \_\_\_\_\_

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

(Acknowledgment by individual contractor)

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_ ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_ 201\_,

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 \_\_\_\_\_ 201\_,

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 \_\_\_\_\_ ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, 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