



SYRACUSE DIVISION BUNDLED BRIDGES

TAS 17-37B, Contract D800001

DESIGN-BUILD CONTRACT DOCUMENTS

PART 1

DB AGREEMENT

Amendment #6, December 20, 2017

Deleted: Amendment #5, December 15, 2017

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.

(d) The EEO Goals for the Project are as follows:

MBE Goal: 6%

WBE Goal: 7%

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



SYRACUSE DIVISION BUNDLED BRIDGES

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CONTRACT DOCUMENTS PART 2

DB SECTION 100 GENERAL PROVISIONS

Amendment #6, December 20, 2017

Deleted: Amendment #2, November 28, 2017

New York State Thruway Authority

CFR	Code of Federal Regulations
CIM	Civil Integrated Management
CPM	Critical Path Method
CQAE	Construction Quality Assurance Engineer
CQCE	Construction Quality Control Engineer
CRT	Commuter Rail Transit
CRU	Contract Review Unit
cSEL	Cumulative Sound Exposure Level
CSL	Contract Submittal List
CWI	Certification of Welding Inspector
DB	Design-Build
dBA	Decibels, A-scale
DBE	Disadvantaged Business Enterprise
DFS	Driver Feedback Sign
DONSI	Determination of No Significant Impact
DOT	Department of Transportation
DQAE	Design Quality Assurance Engineer
DQCE	Design Quality Control Engineer
DRB	Disputes Review Board
DTM	Digital Terrain Model
EBO	Equitable Business Opportunity Solution
EEI	Electrical Engineering Institute
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EMT	Emergency Medical Technician
EPA	United States Environmental Protection Agency (also USEPA)
EPC	Environmental Performance Commitment
ESA	Environmental Site Assessment
ESDC	Empire State Development Corporation
FAR	Federal Acquisition Regulations
FCC	Federal Communications Commission
FHWA	Federal Highway Administration
FONSI	Finding Of No Significant Impact
FSS	Federal Specifications and Standards, General Services Administration
GDM	Geotechnical Design Manual
HDM	Highway Design Manual
HMA	Hot Mix Asphalt
HSPPD	Handling/Storage/Packaging/Preservation/Delivery
IA	Independent Assurance
IAS	International Accounting Standards
IEEE	Institute of Electrical and Electronics Engineers
ISO	International Standards Organization
ITP	Instructions to Proposers
ITS	Intelligent Transportation System
LEED	Leadership in Energy and Environmental Design
LLC	Limited Liability Company
LOI	Letter of Intent
LRFD	Load and resistance factor design
MAP	Manual of Administrative Practices
MBE	Minority-Owned Business Enterprise
MM	Materials Method

Deleted: MW

Deleted: Amendment #2, November 28, 2017

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DB 101-2 [RESERVED]

DB 101-3 CAPITALIZED TERMS

The following capitalized terms shall have the following meanings:

Accept/Acceptance - The confirmation provided by the Authority that informs the Design-Builder that a submittal, deliverable, work product, or test result, is in conformance with the Contract requirements or NYSDOT standards.

Acceptance Program – All factors that comprise the Authority's determination that the products of the Work are compliant with the Contract Documents. These factors include Quality System and Authority's Oversight of the Design-Builder's activities.

Acceptance Testing – Testing, conducted to measure the degree of compliance with the Contract Documents.

Addenda – Supplemental additions, deletions, and modifications to the provisions of the Request for Proposals (RFPs) and the Standard Specifications, after the Advertisement date of the RFP.

Administrative Plans – Those plans that contain general Project or plan information such as cover sheets, index sheets, and similar non-technical information.

Agreement – The agreement executed and delivered by the Authority and the Design-Builder for the Project.

Alternative Technical Concept – A concept that deviates from requirements set forth in the Request for Proposals and that has been included in the Proposal with the Authority's prior written approval in accordance with the Instructions to Proposers, based on a determination by the Authority that the proposed end product based on the deviation is equal to or better than the end product absent the deviation and approval of any deviations from the Project Environmental Approvals.

Amendment – A formal alteration by addition, deletion, or modification of the terms of the executed Contract.

Approved List – The list of materials, equipment, manufacturers, fabricators, or material suppliers approved by the Materials Bureau under a particular specification. The Approved Lists are published periodically and are available from the Materials Bureau of the NYSDOT or the Authority's website.

Architecture – The organizational structure of a system, identifying its components, their interfaces, and a concept of execution among them.

Artificial Activity – An activity that is not encompassed within the meaning of the definition of Work.

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Manufacturer - A Manufacturer is an entity that operates or maintains a factory or establishment that produces on its premises the Material, Equipment, or supplies obtained by the Design-Builder for incorporation into the Project.

Material - Any approved material acceptable to the Executive Director and conforming to the requirements of the Specifications.

Deleted: Commissioner

Materials Bureau - The Authority employee or its designated inspection agency or representative, with responsibility for providing materials engineering services including laboratory testing.

Materials Testing Firm or Laboratory - An independent testing firm or Laboratory, having experience in performing Quality Control activities.

Minority-Owned Business Enterprise - A business enterprise, including a sole proprietorship, partnership, or corporation that is a small business at least 51% owned by one or more minority group members and meets the definition set forth in Article 15-A of the New York State Executive Law.

Necessary Basic Project Configuration Change - Material changes in the Basic Project Configuration that are necessary to correct an error, omission, or defect in the Basic Project Configuration (with the understanding that a change shall be deemed "necessary" only if the error, omission, or defect creates a conflict with other Contract requirements or another problem which cannot reasonably be corrected without a material change in the Basic Project Configuration).

Ninety Day Schedule - The schedule submitted by the Design-Builder pursuant to DB §108-1.2.2A.

Non-Conformance Report - The written documentation of deficiencies, instances of non-compliance, errors, and/or omissions in the Work, per DB §105-16. The Non-Conformance Report is a means and method to document findings brought forth by either the Design-Builder or the Authority at any point during the Project design or construction to identify non-conforming items that shall be documented and managed until Final Acceptance.

Notice to Proceed - Written notice to the Design-Builder to proceed with some or all of the Work as specified in the Contract including, when applicable, the start date of the Contract Time.

Order on Contract - A written order issued by the Authority in accordance with DB §104-3 or DB §109-9.

Oversight - Actions by the Authority to satisfy itself that the Design-Builder is designing, constructing and managing the Work in accordance with the Contract Documents. It includes actions identified in the Contract Documents by the terms QA, Independent Assurance, Verification Sampling and Testing, compliant/compliance, accept/acceptance, inspect/inspection, audit, ensure, certify, confirm, review, verify or terms of similar import. Authority's comments as a result of Oversight are conveyed to the Design-Builder through consultation and written comment. Neither the activity of Oversight nor the lack of consultation and written comment on the part of the Authority shall be construed to relieve the Design-

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Documents and were provided to Design-Builder for informational purposes only and are relied upon at the Design-Builder's own risk.

Region – One of eleven geographical subdivisions of the State used to designate or identify the location of the proposed Work.

Regulatory Agencies – Those Governmental Persons involved in permits, approvals, 106 process, consultation or otherwise having jurisdiction over or involvement with any aspect of the Project.

Release for Construction – The stage of design development where the Design Plans and Project Specifications for a Design Unit or a component thereof are 100% complete and satisfy the requirements of DB §111-12.2.

Relocation – Each removal, relocation, abandonment, and/or protection in place (including provision of temporary services as necessary) of any and all utilities that is necessary in order to complete the Work as required by the Contract.

Request for Proposals – The written solicitation issued by the Authority (and as amended by any Addenda) seeking Proposals (including quality and price) to be used to identify the Proposer offering the best value to the Authority. The RFP will be issued only to Persons who are on the Short-List.

Request for Qualifications – The written solicitation, including all Addenda thereto, issued by the Authority seeking SOQs to be used to identify the shortlisted Proposers that received the RFP for the Project.

Resident Engineer – A qualified individual as specified in the RFP, who directs the organization and coordination of the inspectors and the on-site Construction Quality Control inspection of the execution of the construction by the Design-Builder. He ensures that the construction is executed in accordance with the approved designs, drawings and specifications related to the work under construction.

Responsible Architect – The New York-registered architect designated by the Designer for each Design-Builder-designated Design Unit who is responsible for signing and sealing design reports, Design Plans, Working Plans and Project Specifications for the assigned Design Unit(s).

Responsible Engineer – The New York-licensed engineer, designated by the Designer for each Design-Builder-designated Design Unit who is responsible for signing and sealing design reports, Design Plans, Working Plans and Project Specifications for the assigned Design Unit(s).

RFP Date – The date the RFP was issued, as specified in the *Agreement*.

RFP Plans – Those plans included in *Part 6 – RFP Plans* which are, generally-speaking, incomplete plans representing the Project and its components. RFP Plans may be Administrative Plans, Directive Plans or Indicative Plans.

Deleted: Regional Director – The director, acting for the Commissioner, who is delegated the authority and responsibility to execute the total Authority prescribed Work Plans for his/her respective Region.¶

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ROW Acquisition Schedule – The schedule for acquisition of rights of way (including fee acquisitions and easements) and other real property interests by the Authority set forth in *Part 3, Section 7 – Right-of-Way*, as the initial Acquisition Clearance and Status Report.

ROW Limits – The area within the Project Limits that is between the highway boundaries, held in trust by Authority for the People of the State of New York in either fee or easement.

Safety Manager - The Design-Builder's designated person who working under the direction of the Project Manager shall have the primary responsibility for implementing and tracking safety measures for the Project and for ensuring that the Project is progressed safely and in accordance with the Design-Builders Safety Plan, the Contract requirements and the Safety Requirements of the Project. See also, Part 2, DB § 107-7.10.

Safety Plan – The plan that sets out the Design-Builder's means of complying with its obligations in relation to Project safety, which plan shall be provided and maintained in accordance with DB §107-7.5.

Scope of the Project – The brief description of the Work to be performed to design and construct the Project as contained in the Contract Documents.

Secretary – The Secretary of State of New York.

Section – Unless otherwise required by the context, a subdivision of the Project or a subdivision of a Part of the Contract Documents.

Site – Those areas designated in writing by the Authority for performance of Work and such additional areas as may, from time to time, be designated in writing by the Authority for the Design-Builder's use in performance of the Work. The Site initially includes the area within the ROW Limits. For purposes of insurance (subject to any notification and other requirements imposed by the insurer(s) for approval), indemnification, safety and security requirements, and payment for use of equipment, the term "Site" also includes (a) the field office sites, (b) any property used for bonded storage of material for the Project approved by the Authority, (c) staging areas dedicated to the Project, and (d) areas where activities incidental to the Project are being performed by Design-Builder or Subcontractors, but excluding any permanent locations of Design-Builder or such Subcontractors.

Site Security Plan – The plan that sets out the Design-Builder's means of complying with its obligations in relation to Site security, which plan shall be provided to the Authority and maintained in accordance with the Contract.

Special Provisions – Additions and revisions to the edition of the *Standard Specifications Construction and Materials*, published by the New York State Department of Transportation, current on the Contract execution date..

Stakeholder – Any Person designated by the Authority as such, including:

- A) The State, primarily represented by the Authority, including its subsidiary agencies and Authorities;
- B) The FHWA;

Deleted: Specialty Subcontractor - Those consultants or subcontractors identified to perform Work critical to the success of the Project such as design, Construction Inspection, materials testing, demolition, environmental compliance, landscaping, or other specialty work.¶

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- C) Other states and/or multi-state authorities directly affected by or cooperating with the development of the Project;
- D) Federal and State regulatory and permitting agencies having jurisdiction over portions of the Work;
- E) Counties, cities, towns, and villages within the State directly affected by the Project;
- F) Other public or private entities impacted or potentially impacted by the Project, such as authorities, utility owners, transit systems, and railroads; and
- G) Other entities specifically identified by the Authority.

Standards – Any publications or other documents, or provision(s) contained therein, to the extent that they are specifically identified as “Standards” in the Contract Documents. The term includes standards developed and published by the Authority, and recognized associations, societies, institutes and other entities for design and construction. Standards established by reference in the Contract Documents constitute a further elaboration of the Project requirements.

Standard Plans – Detailed Plans that depict the dimensional requirements and clearances of certain features of the Project and components, subassemblies, or systems to be incorporated into the Project, issued by the Authority or other Stakeholder, for general application and repetitive use in connection with the Project.

Standard Specifications – The edition of the *Standard Specifications Construction and Materials*, published by the New York State Department of Transportation, current on the Contract execution date, excluding Part 100.

State – The State of New York.

Steel Construction Manual – The New York State Steel Construction Manual published by the Office of Structures Design and Construction, which is current on the date of advertisement for bids. The Steel Construction Manual is a mandatory supplement to the contract documents for contracts which require the Design-Builder to furnish or rehabilitate structural metals.

Structural Tests and Special Inspections – All tests and inspections associated with materials, installation, fabrication, erection, or placement of components and connections requiring expertise to ensure compliance with approved construction documents and referenced standards, associated with Chapter 17 of the NY State Building Code. All tests and inspections are to be coordinated with the designated Code Compliance Specialist (Coordinator)/Code Compliance Manager.

Subcontract – Any agreement entered into by the Design-Builder or a Subcontractor (at any tier unless otherwise specified) for a portion of the construction or any other part of the Work in connection with, and under the terms of, the Contract.

Substantial Completion – The point at which the Project, or Section thereof, is complete, such that all items or Work, as described in Contract Document, Part 3 – Project Requirements, have been completed in accordance with the Contract Requirements and Approved by the Authority's Project Manager.

Deleted: Subcontractor – Any Person with whom the Design-Builder has entered into any Subcontract and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at any tier. Suppliers and materialmen are excluded from the term. The term does not include any employee with an employment contract, or any employee organization with a collective bargaining agreement, who with the written consent of the Authority, sublets any part of the Contract.¶

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Surety – The corporate body or bodies properly licensed in the State which has or have issued the Performance and/or Payment Bond.

Suspension and Debarment – The disqualification of a Person from proposing on public works projects for a period of time determined in accordance with United States Department of Transportation (USDOT) regulations.

Deleted:

Temporary Relocation – Any interim Relocation of a utility (i.e., the installation, removal, and disposal of the interim facility) pending installation of the permanent facility in the same or a new location, and any removal and reinstallation of a utility in the same place with or without an interim Relocation.

Termini – A general term used to describe the limits of the Project, and including the beginning and end of the Project, the ROW Limits, pit sites, haul roads, and temporary and permanent construction or maintenance easements.

Test - The methods adopted by the Authority and the Design-Builder to ascertain the quality, character, and acceptability of Materials and processes utilized in performing the Contract.

Thruway – The network of toll roads and bridges operated by the New York State Thruway Authority.

Time Related Dispute – Any Dispute arising from any event not within the Design-Builder's control, performance, action, force, or factor which materially and adversely affects the scheduled time of performance depicted in the Design-Builder's most recent Baseline Progress Schedule submitted to the Authority.

Transportation Operations Coordinating Committee – A coalition of 16 transportation and public safety agencies in the New York/New Jersey/ Connecticut metropolitan region created in 1986 to provide a cooperative, coordinated approach to regional transportation management.

Unit Price – The price per unit of measure specified for items of Work in accordance with any unit priced Orders on Contract.

Utility - A Person, corporation, municipality, or public authority engaged in the distribution of electricity, gases, petroleum products, water, steam, and the collection of wastewater, the operation of traffic control systems, or the provision of telecommunication services.

Deleted: the

Utility Work Agreement – The Preliminary DB Utility Work Agreements and DB Utility Work Agreements.

Utility Delay – The meaning set forth in DB §104-4.2.3.

Utility Information – The utility-related data set forth in the Contract.

Utility Owner - The owner or operator of any Utility (including Persons and Governmental Persons).

Utility Relocation Plans – The Design Plans for Relocation of a utility impacted by the Project, to be prepared by the Design-Builder or the utility owner.

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replace the fouled ballast with clean ballast. The charges for this work will be billed by the railroad company against the Design-Builder.

DB 102-6.6 Lifting

All lifting operations shall be conducted in accordance with the requirements of DB §107-7 and Design-Builder's Safety Plan. In addition, equipment used for erection or removal of structures over railroad facilities shall have a minimum lifting capacity of 150% of the lift weight (operational capacity limited to 66 2/3% of the tipping load).

DB 102-6.7 Use of Explosives

Blasting shall be conducted in such a manner as not to endanger the public or obstruct highways or endanger facilities or operation of the railroad. The Design-Builder shall furnish, while blasting, at its own cost and expense, watch persons and other protection necessary to protect the public and railroad, and shall comply with DB §107-7.14 with regard to blasting.

DB 102-6.8 [Reserved]

DB 102-6.9 Communications and Signals

The cost of all changes in telecommunication and signal facilities necessary to complete the contract work will be paid for by the State. The cost of all changes in telecommunication and signal facilities made for the convenience of the Design-Builder shall be paid for by the Design-Builder.

DB 102-6.10 Design-Builder's Private Grade Crossing

If the Design-Builder elects, and the Railroad Company or companies approve, to have installed for Design-Builder's use a private grade crossing at the Site of the Work, the Design-Builder shall make a formal request to the railroad company or companies for such a crossing. After the Design-Builder has entered into an agreement with the railroad company or companies pertaining to the size and type of crossing, the payment of the cost for installing and removing the crossing, the obtaining of the necessary insurance for the protection of the railroad company, and the agreement as to the required protection to railroad traffic when the crossing is in use, the railroad company or companies will be responsible for the installation and removal of the temporary crossing at the sole expense of the Design-Builder.

Deleted: railroad company

DB 102-6.11 Sidetrack Facilities

When sidetrack facilities are required by the Design-Builder, it shall, at its sole cost and expense, make the necessary arrangements for the use of existing sidings or tracks not in service or the construction of new sidings. The Design-Builder shall, at its sole cost and expense, restore any and all existing sidings and tracks used for sidetrack facilities to the condition existing prior to use by the Design-Builder. The construction location and use of all sidetrack facilities are to be subject to the approval of the chief engineer, or appropriate representative, of the railroad company affected.

The railroad company may move the Design-Builder's cars which are placed on existing sidings at any time to permit the placing of cars for said railroad company's business.

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(including the Davis-Bacon Act and regulations promulgated thereunder, and the Federal-Aid construction contract compliance requirements contained in 23 CFR Section 635.117) are superseded. In the event that a provision of a Project Labor Agreement conflicts with any provisions of the New York State Labor Law or any applicable Federal law, the provisions of the Project Labor Agreement shall apply to the fullest extent allowed by law.

DB 102-7.1 Wages

State and Federal prevailing wage rate schedules are a part of the Agreement. The Federal prevailing wage rate schedule is Attachment 2 to Appendix B Federal Requirements. State prevailing wage rates are addressed in Appendix C. The Design-Builder shall pay the higher of the two wages and supplemental (fringe) benefits if both Federal and State monies are part of the project. Otherwise the funding (State or Federal) will determine which prevailing wage rates should apply. All on-site workers shall be paid prevailing wages. The Design-Builder shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. The Design-Builder shall obtain periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL website at www.labor.state.ny.us. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work. The cost of changes in wage rate schedules and supplements (fringes) over the Contract duration is included in the Proposal Price and each Order on Contract.

Deleted:

On-site Design-Builder or Subcontractor employees shall be paid prevailing wages required under the Davis-Bacon Act. "On-site" shall have the equivalent meaning as "site of the work" as defined in 29 CFR Section 5.2(1) and shall include the physical place or places where the construction called for in the Contract will remain when Work on it has been completed; and any other site where a significant portion of the construction is completed, provided that such site is established specifically for the performance of the Contract. Facilities such as job headquarters, fabrication plants, tool yards, mobile factories, batch plants, borrow pits, etc. are considered "on-site" provided that they are dedicated exclusively to the performance of the Contract and provided that they are adjacent or virtually adjacent to the physical place or places where the construction called for in the Contract will remain when Work on it has been completed. Not included in the definition of "on-site" are facilities whose location and continuance in operation are determined wholly without regard to the Contract, even where the operations for a period of time may be dedicated exclusively to the performance of the Contract.

In accordance with the New York State Labor Law, Sections 220 and 220-d:

- A) No laborer, worker, or mechanic, in the employ of the Design-Builder, Subcontractor or other person doing or contracting to do the whole or any part of the Work contemplated by the Contract shall be permitted or required to work more than eight hours in any one day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
- B) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
- C) The supplements to be provided to laborers, workmen or mechanics shall be in accordance with the prevailing practices.

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DB 102-7.6 State and Federal Requirements

No procedures or requirement shall be imposed by any state which will operate to discriminate against the employment of labor from any other state, possession or territory of the United States, in the construction of a New York State Project. The selection of labor to be employed by the Design-Builder on any Project shall be of its choosing.

The Design-Builder shall not use convict labor unless performed by convicts who are on parole, supervised release, or probation for construction, maintenance or any other purpose at the Site or within the Project Limits from the time of Contract award or the start of Work on Force Account until Final Acceptance of the Work by the Authority.

DB 102-8 MWBE UTILIZATION

A Minority or Women's Business Enterprise (MWBE) is a for-profit, small business concern as defined pursuant to the Statutory/Regulatory Laws referred in DB 102.8.1 owned by one or more individuals who are both socially and economically disadvantaged.

The Authority seeks to:

- A) Ensure nondiscrimination in award and administration of Authority's contracts;
- B) Ensure that only firms that fully meet MWBE eligibility standards are permitted to participate in the Authority's MWBE programs;
- C) Help remove barriers to the participation of MWBEs in the performance of Authority's contracts;
- D) Create a level playing field on which MWBEs can fairly compete for Authority's contracts; and
- E) Assist in the development of firms that can compete successfully in the construction industry outside the MWBE programs.

The Design-Builder shall take all necessary and reasonable steps in accordance with the laws, rules and regulations cited in this subsection to promote the objectives outlined above. The Design-Builder shall comply with the applicable laws, rules and regulations and the D/MWBE Program requirements stated below. The Design-Builder or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Authority contracts. The Design-Builder shall carry out the applicable requirements of Statutory/Regulations Referenced below, in the award and administration of Authority contracts. Failure by the Design-Builder to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate, including but not limited to withholding Contract payments from the Design-Builder. The Design-Builder shall not use the requirements of these specifications to discriminate against any qualified company or group of companies. These requirements shall be made a part of all subcontracts and agreements entered into as a result of this contract.

Deleted: -Aid

Deleted: Federal-Aid

Deleted: Federal-Aid

Deleted: Disadvantaged

Deleted: federal Small Business Act that is at least 51%

Deleted: and which meets the definition set forth in 49 CFR Part 26.

Deleted: 49 CFR 26

Deleted: Federal-Aid

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DB 102-8.1 Statutory/Regulatory Authority

The State statutory authority for the (MWBE) Program is contained in Section 85 of the Highway Law, Section 428 of the Transportation Law, and Executive Law Article 15A. Regulations have been promulgated under 5 NYCRR 140. The parties to this contract shall comply with these laws, rules and regulations and the M/WBE Program requirements stated below.

Deleted: Federal

Deleted: Disadvantaged Business Enterprise

Deleted: the Surface Transportation Assistance Act of 1982 (Public Law 97-424, §105(f)).

Deleted: the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17, §106©), the Intermodal Surface Transportation Efficiency Act of 1991, and the Transportation Equity Act of the 21st Century. New York State has enacted Section 9 of the Infrastructure Investment Act, Section 85 of the New York State Highway Law and Section 428 of the New York State Transportation Law. Regulations have been promulgated under 49 CFR Part 26 and 17 NYCRR Part 35.

Deleted: Federal-Aid

DB 102-8.2 MWBE Goal and Monitoring

This is a State funded contract with a single MWBE goal and only MWBE attainment will be counted towards meeting that goal, however, the utilization of certified small businesses and MWBE firms is also encouraged, and the Design-Builder may be required to provide monthly reporting regarding utilization of all such firms.

The Authority has established a contract utilization goal for MWBEs as specified in the Agreement. The goal remains in effect throughout the life of the Contract. In executing the Agreement, the Design-Builder declares that it subscribes to the utilization goal and shall meet the goal or demonstrate that it could not meet them despite its good faith efforts. If the Contract is awarded with commitments to MWBE firms that are less than the Contract goal, the Design-Builder shall continue good faith efforts to achieve the Contract goal throughout the life of the Contract. The Authority will continually monitor efforts by the Design-Builder to provide opportunities for MWBE participation, undertake solicitations for MWBE participation, document commitments for MWBE utilization and verify attainments accomplished by MWBE firms. The Authority will review the Design-Builder's documentation of good faith efforts to ensure that maximum opportunities are acted upon towards meeting the MWBE goal.

DB 102-8.3 Eligibility

Only those MWBE firms that are certified by the New York State Unified Department of Economic Development (NYSESD) are eligible to be used for goal attainment on this Contract.

Deleted: Certification Program

Deleted: UCP

MWBE certification is not an endorsement of the quality or performance of the business, but simply an acknowledgment of the firm's status as a MWBE.

DB 102-8.4 Counting MWBE Participation

The value of the Work performed by a MWBE, including that of a MWBE Design-Builder, with its own equipment, with its own forces, and under its own supervision will be counted toward the goal, provided the utilization is a commercially useful function. A MWBE Design-Builder (or MWBE joint venture) shall still provide opportunities for participation by other MWBEs. Work performed by MWBEs working for the Design-Builder will be counted as set forth below. If the Authority determines that some or all of the MWBE's work does not constitute a commercially useful function, only the portion of the work considered to be a commercially useful function will be credited toward the goal.

- A) **Subcontractors.** 100% of the value of the Work to be performed by a MWBE Subcontractor will be counted toward the MWBE goal. The value of such Work includes the cost of materials and supplies purchased by the MWBE, except the cost of supplies or equipment leased from the Design-Builder or its affiliates will not be counted. Any tier subcontracting will be permitted. In instances where a first tier contractor is not a

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- 2) Other MWBE Trucks. The MWBE may obtain trucks from another MWBE including a MWBE owner/operator. 100% of the value of the trucking operations that the other MWBE provides will also be counted toward the MWBE goal.
 - 3) Non-MWBE Trucks. The MWBE may obtain trucks from a non-MWBE including an owner-operator. Only the value of the fee or commission that the MWBE receives as a result of the arrangement with the non-MWBE will be counted toward the MWBE goal.
- G) **Joint Venture.** Joint ventures between MWBEs and non-MWBEs as subcontractors will be counted toward the Contract MWBE goal in proportion to the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MWBE performs with its own forces. The joint venture agreement is subject to approval by the Authority and a copy of which is to be furnished by the Design-Builder before execution of the contract.
- H) **Equipment Rental.** 100% of the expenditure to a MWBE for equipment rental will be counted toward the MWBE goal. The Design-Builder shall have a written rental agreement with the firm that rents the equipment.

DB 102-8.5 Conditions of Participation

MWBE participation will be counted toward meeting the MWBE Contract goal, subject to all of the following conditions:

- A) **Commercially Useful Function.** A MWBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice. Regardless of whether an arrangement between the Design-Builder and the MWBE represent standard industry practice, if the arrangement erodes the ownership, control or independence of the MWBE or in any other way does not meet the commercially useful function requirement, that firm shall not be included in determining whether the MWBE goal is met and shall not be included in MWBE reports. If this occurs with respect to a firm identified as a MWBE, the Design-Builder shall receive no credit toward the MWBE goal and may be required to backfill the participation. A MWBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of MWBE participation.

A MWBE may present evidence to rebut a determination by the Authority that the MWBE is not performing a commercially useful function. Commercially useful function determinations by the Authority are subject to review by the [New York State Economic Development](#).

- B) **Work Force.** The MWBE must employ a work force (including administrative and clerical staff) separate and apart from that employed by the Design-Builder, other Subcontractors on the Contract, or their Affiliates. This does not preclude the employment by the MWBE of an individual that has been previously employed by another firm involved in the Contract, provided that the individual was independently

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recruited by the MWBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the MWBE shall not be allowed.

- C) **Supervision.** All Work performed by the MWBE must be controlled and supervised by the MWBE without duplication of supervisory personnel from the Design-Builder, other Subcontractors on the contract, or their Affiliates. This does not preclude routine communication between the supervisory personnel of the MWBE and other supervisors necessary to coordinate the Contract Work.
- D) **Equipment.** MWBE Subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. The MWBE shall obtain approval of the Authority prior to renting equipment from the Design-Builder or its affiliates, and shall provide documentation to the Authority demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

DB 102-8.6 Good Faith Efforts

To determine whether a Design-Builder who has not met the MWBE goal has complied with good faith obligations under this Section, the Authority will determine whether the efforts the Design-Builder made to obtain MWBE participation were "good faith efforts" in accordance with the same provisions for DBE work under CFR 26.53. Efforts to obtain MWBE participation that are merely pro forma are not good faith efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, they could not reasonably be expected to produce a level of MWBE participation sufficient to meet the goal.

When a contract is awarded with commitments to MWBE firms that is less than the Contract goal, the Design-Builder shall continue good faith efforts. The Design-Builder shall periodically review items that are available for MWBE participation, typically before the beginning of a new construction season and when significant new items of work are added to the contract, and conduct additional MWBE solicitations and outreach.

In order to evaluate the Design-Builder's good faith efforts, the Authority will consider the quality, quantity, and intensity of the different kinds of efforts that the Design-Builder has made. Below is a list of the types of actions which the Authority will consider as part of the Proposer's good faith efforts to obtain MWBE participation. It is not a mandatory checklist, nor is it intended to be exhaustive or exclusive.

- 1) Soliciting through reasonable and available means the interest of certified MWBEs who have the capability to perform the work of the contract. The Design-Builder shall solicit this interest within sufficient time to allow the MWBEs to respond to the solicitation. The Bidder shall verify that MWBEs received the solicitation by following up the initial solicitation with at least one additional solicitation via a different media. The Bidder shall keep records of efforts to solicit and negotiate with MWBEs as evidence of good-faith efforts, using the *Solicitation Log* as a continuing record.
- 2) Soliciting, at a minimum, certified MWBEs within the appropriate geographic area:
 - a. For all work, soliciting certified MWBEs within 75 miles of the contract location.

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DB 102-8.8 MWBE Utilization Reporting

As stated, this Contract has a single MWBE goal, and only MWBE attainment will be counted towards meeting that goal, however, the utilization of certified small businesses and DBE firms is also encouraged.

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As soon as practicable, but not later than prior to the first contract payment, the Design-Builder shall enter all current utilization data into the Authority approved civil rights reporting software from the Form LDB, Table 1 as submittal as part of the Proposal. Thereafter, data shall be entered each month, not later than the 15th of the following month. Data shall be current through the end of the last full payroll week for that month, or as otherwise approved by the Construction Quality Assurance Engineer to coordinate with payment submittals.

The Design-Builder shall submit updates of their commitments to MWBE firms, and obtain acknowledgement from all MWBEs within 120 days of the Notice to Proceed. At this point in the contract, dollar value commitments to all MWBE firms (as previously committed to on Form LDB Tables 1 & 2) shall be entered provided to the Authority, and MWBE firms shall acknowledge those commitments to the Authority.

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The Authority approved civil rights reporting is using Authority forms. The Design-Builder shall use the Authority approved civil rights reporting on this contract. The Design-Builder shall submit complete, accurate, data to the Authority for each month, not later than the 15th of the following month.

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The Design-Builder shall report payments made to all firms working under this contract for the Design-Builder, including all MWBEs, in order to measure goal attainment and to gauge the effect of MWBE goal(s) on the industry. The Design-Builder shall submit payment data for all firms and for all certified MWBEs that are due a payment or have received a payment within the last month. All firms and MWBEs shall acknowledge payment not later than 7 calendar days after receipt. Attainments will be measured based on payments made to MWBEs. Attainments based on work completed by MWBEs that are no longer certified will not be counted after the MWBE is no longer certified.

For each MWBE, the Design-Builder shall explain, in writing, the scope of Work to be performed by the MWBE and expressly indicate any item or component of the scope which is not completely performed by the MWBE. The value of each work assignment to a MWBE shall have a corresponding NYS DOT - MWBE work code for Authority verification of certification and payment. Each MWBE shall be identified for its type of service/material provided, (examples: design, inspection, materials, trucking and construction).

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For each MWBE trucking operation, the Design-Builder shall also indicate the type of trucking operation to be performed, the number of trucks owned/leased, the number of trucks working on-site or off-site, rate per hour/ton/load/etc., duration or amount, and total dollar value of the proposed MWBE commitment. The Design-Builder shall provide copies of all lease agreements utilized by the MWBE.

If at the time of proposal the Design-Builder has committed towards the MWBE goal through the combined use of commitments to MWBE firms (Form LDB Table 1) and commitments to work items to be performed by MWBE during the time of the contract (Form LDB Table 2), it shall submit the Solicitation Log, together with other documentation that provides evidence of good faith efforts. If at the time of proposal the Design-Builder has met the MWBE goal solely by

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commitments to MWBE firms (Form LDB Table 1 only), then submission of evidence of good faith efforts is not required.

DB 102-8.9 Required Records

The Design-Builder shall keep records and documents for six years following performance of this Contract to indicate compliance with this Section. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representatives of the Authority and will be submitted to the Authority upon request, together with other compliance information which may be required.

DB 102-8.10 Reporting Violations of Program Rules

The Design-Builder is responsible for ensuring that the MWBE performs a commercially useful function on the Contract as defined in DB Section 102-6.5(A). If the Design-Builder becomes aware of any violations of this Section, the Design-Builder is required to promptly report the violations to the Authority's Project Manager.

DB 102-8.11 Design-Builder Failure to Comply

The Authority's acceptance of the Design-Builder's proposal is conditioned upon the Design-Builder's acceptance of the MWBE program requirements.

If the Design-Builder within 120 days of the Notice to Proceed:

1. fails to obtain acknowledgements of MWBE commitments from all proposed MWBE firms,
or
2. fails to attain the MWBE utilization goal and to satisfactorily provide evidence of its good faith efforts,

the Authority may not proceed with further design acceptances. The Design-Builder, upon receipt of written notification of its failure to comply with the MWBE utilization requirements shall have 5 work days to carry out the corrective action(s) described in the notification.

If the Authority determines that the Design-Builder has failed to meet the good faith effort requirements, the Authority will, before proceeding with further design acceptances, provide the Design-Builder an opportunity for administrative reconsideration by an official who did not take part in the original determination that the Design-Builder failed to meet the goal or make adequate good faith efforts to do so. As part of this reconsideration, the Design-Builder shall have the opportunity to provide written documentation or argument and to meet in person with the Authority's reconsideration official concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Authority will send the Design-Builder a written decision on reconsideration, explaining the basis for finding that the Design-Builder did or did not meet the goal or make adequate good faith efforts to do so.

The Authority may suspend Contract payments in accordance with ARTICLE 10, No Periodic Payment on Design-Builder's Non-Compliance, of the Contract Agreement, the Design-Builder may be directed to attend a hearing before the Authority, or the Authority may follow any other lawful procedure upon due notice in writing to the Design-Builder, including cancellation, termination, or suspension in whole or in part in accordance with ARTICLE 12, Right to Suspend Work and Cancel Contract.

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Deleted: The Design-Builder may also be referred to the USDOT for possible suspension or debarment as provided in 49 CFR 29 and such other sanctions as may be imposed and remedies invoked as provided under the authority of 49 CFR 26, or by rule, regulation, or order of the Commissioner or as otherwise provided by law.

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DB 102-9 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Authority seeks to ensure nondiscrimination in employment under all the Authority's contracts. The Design-Builder shall comply with the following Equal Employment Opportunity (EEO) requirements. The Contract goals for a specific contract are contained in *Appendix A to the Agreement*. The covered area is the county or counties in which the work is located.

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Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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DB 102-9.1 Statutory/Regulatory Authority

The States authority for Equal Employment Opportunity provisions is contained in, Section 428 of the New York State Transportation Law, Article 15-A of the New York State Executive Law, and Section 2879 of the New York Public Authorities Law and the rules promulgated there under, including 5 NYCRR Part 140 et seq.

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DB 102-9.2 Definitions

A minority group member is defined under this subsection as someone who is, and can demonstrate membership in, one of the following groups:

- A) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- B) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- C) 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
- D) 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 identifications).

DB 102-9.3 Employment Goals

The Design-Builder shall provide equal employment opportunity and shall take affirmative action for all minority groups, both male and female; and women, both minority and non-minority. If the Design-Builder performs work outside of the covered area, it shall apply the goals established for the county where the work is actually performed. The Authority will monitor the Design-Builder's attainments towards EEO goals in accordance with DB §102-9.4 Civil Rights Monitoring and Reporting.

The goal set for the Contract are expressed as percentages of the total hours of employment and training of minority and female utilization the Design-Builder should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Design-Builder is expected to make substantially uniform progress in meeting its goals in each trade. The hours of minority and female employment and training shall be substantially uniform

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- E) Design-Builder Compliance: If the Design-Builder fails to meet the EEO goal for minorities or women, the Authority may require training of minorities and women to satisfy the employment goals. If the Design-Builder fails to meet the EEO goal or is in noncompliance with the nondiscrimination clauses, the Authority may suspend additional contract payments in accordance with DB §109-5.4, *No Periodic Payment on Design-Builder's Non-Compliance*. Due to failure to comply with Authority direction, the Design-Builder may be directed to attend a hearing before the Authority, or the Authority may follow any other lawful procedure upon due notice in writing to the Design-Builder, including cancellation, termination, or suspension in whole or in part in accordance with the *Agreement, Article 12 – Right to Suspend Work and Cancel Contract*. The Design-Builder may also be referred to the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), which has the sole authority to determine compliance with Executive Order 11246 and its implementing regulations. OFCCP may declare the Design-Builder ineligible for further Federal-Aid contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.
- F) Federal-Aid Highway Construction Contractors Annual EEO Report: The Design-Builder shall submit all required data to produce an annual Form FHWA 1391 Federal-Aid Highway Construction Contractors Annual EEO Report to the Authority not later than the second Friday in August covering the last payroll period worked in July, for all ongoing Federal-Aid contracts. The data shall indicate the number of minority men, minority women, nonminority men, and non-minority women employees currently engaged in each trade

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DB 102-9.5 Design-Builder Obligations

The Design-Builder shall comply with all provisions of Federal Executive Order 11246 and the provisions of State and Federal laws and regulations despite the funding type on this project. The Design-Builder shall furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to its books, records, and accounts by the Authority and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. The Design-Builder shall develop and implement an EEO policy in accordance with Form FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts, despite this project is State funded.

- A) Non-Discrimination: The Design-Builder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or marital status. The Design-Builder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or marital status. Such actions shall include the following: 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. The Design-Builder shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this non-discrimination clause. The Design-Builder shall not use the goals or affirmative action requirements to discriminate against any person because of race, color, religion, sex, national origin, disability or marital status.

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- B) Solicitations: The Design-Builder shall state in all solicitations or advertisements for employees placed by or on behalf of the Design-Builder, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability or marital status.
- C) Collective Bargaining Agreements: The Design-Builder shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Design-Builder's commitments to equal employment opportunities, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Design-Builder has a collective bargaining agreement, to refer either minorities or women shall excuse the Design-Builder's obligations.
- D) Complaints of Alleged Discrimination: The Design-Builder shall promptly investigate all complaints of alleged discrimination made to the Design-Builder in connection with its obligations under this Contract, shall attempt to resolve such complaints, and shall take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, corrective action shall include such other persons. Upon completion of each investigation, the Design-Builder shall inform every complainant of all available avenues of appeal. The Design-Builder shall not retaliate or discriminate against any person because he or she has opposed unlawful discrimination or because he or she has filed a complaint, testified or assisted in any proceeding relating to unlawful discrimination.
- E) Non-Compliance: In the event of the Design-Builder's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Design-Builder may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.
- F) Subcontracts/Purchase Orders: The Design-Builder shall include the provisions of DB §102-9.5 Design-Builder Obligations in every Subcontract or purchase order, so that such provisions will be binding upon each Subcontractor or vendor. In the event the Design-Builder becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Authority, the Design-Builder may request the State to enter into such litigation to protect the interests of the State.

DB 102-9.6 Affirmative Action Steps

The Design-Builder shall take specific affirmative actions to promote equal employment opportunity. The evaluation of the Design-Builder's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Design-Builder shall document these efforts fully, and 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 Design-Builder's employees are

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actions taken on behalf of the Design-Builder. The obligation to comply, however, is the Design-Builder's and failure of such a group to fulfill an obligation shall not be a defense for the Design-Builder's noncompliance.

DB 102-9.8 Hometown Plans (Federal-Aid Contracts Only)

If Design-Builder is participating (pursuant to 41 CFR Section 60-4.5) in a Hometown Plan approved by the USDOL in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Design-Builders participating in Hometown Plans shall be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan. Each company participating in an approved plan is individually required to comply with its obligation under the EEO clause and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors toward a goal in an approved plan does not excuse any covered contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

DB 102-10 STATE AND LOCAL SALES TAX EXEMPTION

In connection with capital improvement contracts, under the New York State Tax Law, all tangible personal property which will become an integral component of a structure, building, or real property of the Authority, or any of its political subdivisions, is exempt from State and local retail sales tax and compensating use tax.

DB 102-11 WORK AFFECTING SHIPPING

Design-Builder's Work activities in, over, or adjacent to navigable waters shall be performed in accordance with all obligations and requirements set forth in *Part 3, Project Requirements*.

DB 102-12 IRAN DIVESTMENT ACT OF 2012

This project is subject to the Iran Divestment Act of 2012 (Act). As a result of the Act, Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a. The requirements of the Act and information regarding the Act can be accessed at: <http://www.ogs.ny.gov/about/regsg/docs/ida2012.pdf>

Pursuant to State Finance Law (SFL) § 165-a(3)(b), the Commissioner of the Office of General Services (OGS) has developed and maintains a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). The list may be found on the OGS website at: <http://www.ogs.ny.gov/about/regsg/docs/ListofEntities.pdf>

**DB 102-13 UNITED STATES DEPARTMENT OF TRANSPORTATION HOTLINE
(PROJECTS WITH USE OF FEDERAL FUNDS)**

Persons with knowledge of bid collusion (i.e., contractors, suppliers, work persons, etc.), or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the U.S. DOT HOTLINE. The HOTLINE number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday through Friday.

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DB 104-8.2 Use of Restricted Highway

With the Award of the Contract the Executive Director will, unless otherwise specified, designate the section of Highway identified as a part of the Project under the Contract a "restricted Highway" pursuant to Section 104A of the New York State Highway Law and Section 1625 of the New York State Vehicle and Traffic Law. Pursuant to those laws, the Executive Director has the authority to do the following:

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- A) Establish maximum and minimum speed limits at which vehicles may proceed along any such restricted Highway;
- B) Establish weight and dimension limits of vehicles;
- C) Regulate the use of such restricted Highway by pedestrians, equestrians, and animals;
- D) Regulate parking, standing, stopping, and backing up of vehicles; and
- E) Control Persons and Equipment engaged in Work on such Highway.

When used on such restricted Highways, all traffic control devices shall be considered as official traffic control devices and shall conform to the MUTCD with New York State Supplement.

The Executive Director will cause signs indicating such restrictions to be placed at such points as he/she deems necessary for the safe use of the restricted Highway. The traveling public and Design-Builder must observe and comply with these restrictions, as posted, except that the Design-Builder may be allowed greater latitude with respect to size and weight of construction Equipment.

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The size and weight of construction Equipment used within the Project limits will be limited to that which is suitable and practical for the operation at hand so as not to injure or cause damage to the Work that is being done or to that portion of the old Highway that is to be retained as part of the completed Work. Loads in excess of the legal weights will not be permitted on any structure, on any new pavement, or on any resurfacing project, except as provided under DB §105-10.

DB 104-9 WORK ZONE TRAFFIC CONTROL

The Design-Builder shall develop a Work Zone Traffic Control Plan per Contract requirements and shall furnish, erect, and maintain barricades, warning signs, flaggers, and pilot cars in accordance with: the National Manual on Uniform Traffic Control Devices for Streets and Highways and the New York State Supplement 17 NYCRR Chapter V (collectively, MUTCD); the traffic control plan(s), as subject to the consultation and written comment of the Authority's Project Manager; and the requirements of the Contract Documents. Flaggers shall be provided with equipment and training pursuant to requirements of the MUTCD. The equipment used by the flaggers shall be kept clean and in good repair by the Design-Builder at the Design-Builder's expense. The Design-Builder shall take all steps necessary to either keep the existing roadway open with a minimum of inconvenience to the traveling public or provide an approved alternate route.

When requested by the Design-Builder and approved by the Authority's Project Manager, or when directed by the Authority's Project Manager, Sections of the Project may be opened to

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- D) Field observations, problems, and decisions;
- E) Identification of issues affecting planned progress;
- F) Planned activities (design and construction) for the coming two week period;
- G) Maintenance of quality and Work standards;
- H) Safety;
- I) Environmental issues;
- J) Schedule submissions and updates;
- K) Work Zone Traffic Control;
- L) Status of Orders on Contract, if any;
- M) Utilization of DBEs, M/WBEs and other small businesses; and
- N) Public Involvement Plan.

DB 105-17.6 Special Meetings

The Authority's Project Manager may require special meetings at any time and that all or specified Design-Builder key personnel attend.

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Final Supplemental Agreement is submitted for payment to the Comptroller, provided that all the requirements of DB §§109-9 and 104-3 are complied with. In addition, documented, additional, actual, and reasonable costs incurred by the Design-Builder pursuant to following a written order to perform Work (that was subsequently contained in an Order on Contract which was disapproved) will be considered as reimbursable. This Work will be considered disputed Work for which the Design-Builder will be compensated. Eligibility for compensation shall cease upon notification of disapproval of the Order on Contract. Failure by the Design-Builder to promptly notify, in writing, the Authority's Project Manager, as provided in this Section, of its contentions relative to any Dispute, or any failure to maintain and furnish Force Account reports for disputed Work, shall constitute a waiver of the disputed Work.

See DB §§109-10.4, Step 2 for the process to be followed in the event that the Design-Builder does not accept the determination made by the Project Manager. If the Design-Builder fails to proceed in accordance with DB §109-10.4, Step 2, it shall be conclusively deemed to have accepted the determination made by the Authority's Project Manager.

Step 2, Appeals of the Project Manager's Determination:

If the Design-Builder considers a Dispute unresolved after receipt of the determination from the Authority's Project Manager under DB §109-10.1 or 109-10.4, the Design-Builder may notify the Authority's Division Director in writing of its position relative to the Dispute, within 10 working days after receipt of the determination from the Authority's Project Manager. The Division Director shall then make a determination in writing on the Dispute after consideration of all records pertaining to the Dispute and the decision of the Project Manager.

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Step 3, Appeals of the Division Director's Determination:

If the Design-Builder considers the issue still unresolved, it shall, within 10 work days after receipt of the determination from the Authority's Division Director, notify the Authority's Chief Engineer in writing of its position relative to the Dispute. The Design-Builder shall also deliver copies to the Authority's Project Manager and Division Director.

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If no such notice is timely delivered, the Dispute shall be considered as conclusively resolved by the determination of the Authority's Division Director. In such event, an Order on Contract will be issued, as appropriate, to implement the determination of the Division Director, as soon as is practical after the determination is made. Payment will be made for such Work via agreed price or Force Account pursuant to DB §109-9.2.2. The Project Manager will notify the Design-Builder in writing of the date upon which the Authority has approved the Order on Contract. Performance of Work until receipt of the Order on Contract by the Design-Builder shall be considered disputed Work. The Design-Builder must progress the Work of the Contract, including the Work covered by any such Order on Contract, as directed by the Authority's Project Manager.

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Step 4, Appeals of the Chief Engineer's Determination:

In the event that a Dispute is still unresolved following a determination by the Chief Engineer, the Design-Builder may bring the Dispute to the Executive Director for Authority determination by delivering a further written notice requesting same within 10 work days after receipt of the determination from the Authority's Chief Engineer. The unresolved disputes may be presented without delay, or if determined appropriate by the parties, may be presented at the end of the project at a dispute closeout meeting.

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The Executive Director shall appoint his/her designee(s) to analyze and make a final determination of the dispute(s). The Executive Director's representative(s) may conduct meetings in order to hear the positions of the Authority and Design-Builder. At such meetings, both the Authority and Design-Builder shall have an equal opportunity to present their respective positions for consideration. The Authority and Design-Builder shall be represented by a/an authorized representative(s) and may have the opportunity to have experts participate.

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If the Authority, on behalf of the Executive Director, makes a determination in favor of the Design-Builder, the decision will be considered binding as to entitlement, but his or her determination regarding the amount authorized will be considered non-binding and subject to the Authority's final review and audit of the Design-Builder's costs relating to the dispute.

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Any subsequent Contract modification is subject to approval by the State Comptroller. The Design-Builder will be notified of the Authority's final and binding decision in writing.

The Design-Builder shall be required to exhaust its administrative remedies under this DB §109-10, including the steps enumerated in DB §§109-10.1, as well as obtaining a final and binding decision from the Authority under this DB §109-10.4, before commencing any court action or proceeding, and shall affirmatively plead compliance with this condition precedent in any complaint or petition.

DB 109-10.5 Auditing of Records

The Design-Builder must have the following records available for audit at any time following the filing of a Dispute, whether or not such Dispute is part of a suit pending in the courts of this State, and upon request shall provide a true and complete copy of any and all such records to the Authority. If a Dispute is filed on behalf of a Subcontractor or Supplier, such Subcontractor or Supplier must also have the following records available for audit any time following the filing of such Dispute, whether or not such Dispute is part of a suit pending in the courts of this State. The audit may be performed by employees of the Authority or by an independent auditor appointed by the Authority. The audit may begin on 10 work days' notice to the Design-Builder, Subcontractor, or Supplier as is appropriate. The Design-Builder, Subcontractor, or Supplier shall cooperate with the auditors. The Authority will maintain the audit, its backup, reports, schedules, and conclusions as confidential material. Failure of the Design-Builder, Subcontractor, or Supplier to maintain and retain sufficient records shall constitute a waiver of that portion of such Dispute that cannot be verified and shall bar recovery.

Without limiting the generality of the foregoing, the auditors shall have available to them, and the Design-Builder agrees to provide access to, the following documents:

- A) Daily time sheets, job superintendent diaries or log sheets, and foreman's daily reports.
- B) Union agreements and reports, if any.
- C) Insurance policies, welfare and benefits records, or plans for union and non-union personnel.
- D) Payroll register.
- E) Individual employee earnings records.

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all damage or injury arising from such removal to the satisfaction of the Authority, so that the Site is in good working order and condition; and

F) completion of final clean-up of the Site as required by the Contract Documents.

Upon receipt of the notice, the Authority will perform Final Inspection as described below. Should the Authority identify any defects or deficiencies in the Work, Design-Builder shall immediately remedy such defects or deficiencies at no additional cost. Upon full compliance with items (A) through (F) listed above, the Authority will give Design-Builder written notice of the date of Project Completion.

The Authority will not make the Final Inspection until the physical Work required by the Contract, including Final Cleanup and all Extra Work ordered by Authority, has been completed.

Items in the Contract will only be accepted, in place, at the time of the Final Inspection by the Authority, providing they were of satisfactory quality at the time of construction and are still of satisfactory quality at the time of Project Completion. The following inspections will be made as a condition to Project Completion:

A) **Final Inspection:** Final Inspection will be scheduled to inspect or review all portions of the Project to verify that all physical Work items have been completed.

Upon receipt of notice of Project Completion and verification that all required items have been submitted, the Design-Builder 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 Design-Builder.

B) **Joint Inspection for Project Completion:** The joint inspection for Project Completion will be made by the Authority's Project Manager accompanied by the Design-Builder and the representatives from the Authority to verify completion of the exception items listed in the final inspection list.

DB 109-12 FINAL ACCEPTANCE AND FINAL AGREEMENT

The provisions of Article 2.4 Final Acceptance, this DB §109-12, and DB §109-13, Final Payment shall apply.

DB 109-12.1 Final Acceptance

Prior to the Final Acceptance of the work by the Executive Director or his/her 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.

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Promptly after Project Completion has occurred, the Design-Builder shall perform all remaining Work required hereunder and satisfy all of its other obligations under the Contract Documents, including:

A) Design Acceptance;

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- B) Delivery of all Design Documents, right-of-way record maps, surveys, material certifications, test data and other deliverables required under the Contract Documents, including as-built plans, in electronic format on digital media and one reproducible hard copy set;
- C) Delivery of all certifications from Design-Builder's Design Manager, Project Manager and Quality Manager required under the Contract Documents;
- D) Delivery of all written warranties required under the Contract Documents;
- E) Delivery of all manuals required under the Contract Documents;
- F) All of Design-Builder's other obligations under the Contract Documents (other than obligations which by their nature are required to be performed after Final Acceptance as determined by the Authority) have been satisfied in full or waived in writing by the Authority; and
- G) Design-Builder has identified a single point of contact to address the Warranty requirements hereunder throughout the duration of the Warranty period.

DB 109-12.2 Final Agreement

The final agreement will not be drawn and finalized until all work required under the Contract has been satisfactorily completed, all disputes presented and all accounts for Extra Work and materials have been rendered, considered, and if agreed to, incorporated by order on contract or made a part of such final agreement. Work remaining to be accomplished under an Uncompleted Work Agreement shall be considered as completed work for the purpose of the final agreement, provided the Uncompleted Work Agreement has been executed in accordance with DB §109-17, Uncompleted Work Agreement. Work accomplished under a warranty agreement shall be considered as completed work for the purpose of the final agreement, provided the warranty agreement has been executed and any required bond deposited by the Design-Builder.

The Executive Director, or his/her designee, will approve a final agreement as prepared and approved by the Authority's Project Manager less any and all deductions authorized to be made by the Executive Director under the contract. Payment pursuant to such final agreement less any deductions authorized to be made by the Comptroller shall constitute the final payment to the Design-Builder.

In order to enable the Authority to process the final agreement properly and expeditiously, the Design-Builder shall submit the following documents, as may be appropriate, to enable the processing of the final payment as described above.

- A) Certified Payrolls;
- B) Final Labor Affidavits;
- C) Final Civil Rights Reports;
- D) Final Agreement;
- E) Release from any Outstanding Disputes;

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- F) Final Survey Notes/Computations;
- G) Approved Reproducible Drawings;
- H) Approved As-Built Drawings Field Change Sheets (From VECP or other Design-Builder Proposals);
- I) Material Certifications;
- J) Tax Clearance for "Foreign" (out of State) Contractors, Corporations or Entities;
- K) Final documentation to support any outstanding claims and Disputes filed during the progress of the work;
- L) Extra Work Cost Accounts;
- M) Final Supplemental Agreement, with or without signature;
- N) MWBE Payment Report, Final Actual Utilization Plan for All Subcontractors.

The above list is general in nature, every item may not be applicable to the contract and other documents and submissions not shown above may be required to enable the processing of the final payment. Any time taken beyond the date of Final Acceptance to satisfy or furnish the above information shall extend the required payment date by an equal period of time.

DB 109-13 FINAL PAYMENT

Following the completion of all required work and a final inspection by the Authority, the Design-Builder shall be responsible for providing the following documents and submissions to the Authority's Project Manager. The Design-Builder shall have a period of 60 days to submit such documentation to the Authority's Project Manager:

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- A) Final documentation to support any outstanding claims and Disputes filed during the progress of the work;
- B) Extra Work Cost Accounts;
- C) Final Supplemental Agreement, with or without signature;
- D) MWBE Payment Report, Final Actual Utilization Plan for All Subcontractors.

The above list is general and other documents and submissions may be required to properly process the Final Supplemental Agreement. Any time taken by the Design-Builder beyond the 30 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.

Section 179 of the State Finance Law requires the Authority to make final payment on highway construction contracts within seventy-five (75) calendar days after Final Acceptance by the Executive Director. If the Authority unjustifiably fails to pay the final payment within the prescribed 75 calendar days, it may be required to pay interest for each day in excess of the 75

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J) Correcting any materials or Work rejected either by the Design-Builder or the Authority, or Work unsatisfactory to the Authority for which payment has been withheld. Refer to DB §§ 109-15.2(A); 106-6; and 108-8(C).

K) Any other matters not caused by the Authority or beyond its control.

DB 109-17 UNCOMPLETED WORK AGREEMENTS

Whenever a contract shall, in the judgment of the Authority, be substantially completed, and keeping the contract open and maintaining the contract bonding, would be an injustice to the Design-Builder, the Authority may enter into an Uncompleted Work Agreement with the Design-Builder. Prior to entering into an Uncompleted Work Agreement, the essential items in the contract shall have been completed by the Design-Builder in accordance with the terms of the contract and the provisions of §109-12.2, Final Agreement, and certified by the Division Director. The essential items in the contract shall include, but will not be limited to the completion of or the safe working order of all pavement, shoulders, guide rail, drainage, signs, and signals, so that the highway is safe for use by the traveling public without the use of any temporary or emergency devices.

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The final contract account will include such uncompleted items and pay therefore at the item prices in the contract, upon execution of the Uncompleted Work Agreement. The Uncompleted Work Agreement will be based on an estimate of work remaining to be completed. If actual quantities are later found to vary from the estimate, no adjustment of quantities can be made under an Uncompleted Work Agreement.

The Design-Builder shall execute an Uncompleted Work Agreement upon depositing with the Authority a certified check drawn upon a legally incorporated bank or trust company, or securities as are listed in State Finance Law §139(3). The deposit shall be an amount equal to at least double the value of such uncompleted work, including those pay items that are uncompleted and such work that is required but not included as a contract pay item. When the cost to perform the work is not reflected by the unit prices bid, the Authority will estimate the value of uncompleted work. The deposit will be held by the Authority until the Authority certifies that all previously uncompleted work has been satisfactorily completed. When the Design-Builder satisfactorily completes the uncompleted portions of work, the deposit will be returned. No partial releases of funds from an Uncompleted Work Agreement will be made. If portions of uncompleted work will be completed at varying times, the Authority may consider the use of multiple Uncompleted Work Agreements.

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**SYRACUSE DIVISION
BUNDLED BRIDGES**

TAS 17-37B, Contract D800001

**DB CONTRACT DOCUMENTS
PART 4
UTILITY REQUIREMENTS**

Amendment #6, December 20, 2017

Deleted: Amendment #5, December 15, 2017

New York State Thruway Authority

Table A-2 Utility Contacts – BIN 5009929

Utility Owner	Contact	Contact #	E Mail
TELECOM	LEE KELLY	315-459-5057	Lee.Kelly@Verizon.com
ELECTRIC	THOMAS GOZELSKI	716-831-7756	Thomas.Gozelski@us.ngrid.com
	FRANK SCIORTINO	315-428-5075	
	DONALD AMBROSE	315-440-2115	Donald.Ambrose@nationalgrid.com
NATURAL GAS	JOE SANTARO	315-428-5436	Joseph.Santaro@nationalgrid.com
CABLE	PATRICK BUCKLEY	315-634-6053	pat.buckley@twcable.com
LOCAL WATER	JOHN WATERS	315-724-9812	
SANITARY SEWER	JOHN WATERS	315-724-9812	
Buckeye Partners (Petroleum)	SCOTT HOHN	315-374-1737 315-223-1523	sdhohn@buckeye.com
FIBER OPTIC	GREG SHELDON	518-436-3143	Gregory.Sheldon@thruway.ny.gov

Deleted: PETROLEUM PIPELINE

Table A-3 Utility Contacts – BIN 5512980

Utility Owner	Contact	Contact #	E Mail
Verizon-Phone	Sandy Kogan	908-203-4827	
National Grid-Elec	Don Ambrose	315-440-2115	donald.ambrose@nationalgrid.com
National Grid-Gas	Joe Santoro	315-428-5436	joseph.santoro@nationalgrid.com
Harron-Aldelphia-Cable	Steve Moran	315-797-8111	
LOCAL WATER	NA		
NYSTA/G4S-Fiber Optic	Greg Sheldon	518-436-3143	gregory.sheldon@thruway.ny.gov

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<u>Buckeye Partners</u> <u>(Petroleum)</u>	SCOTT HOHN	315-374-1737 315-223-1523	sdhohn@buckeye.com
<u>Buckeye Partners</u> <u>(Petroleum)</u>	<u>Alex Oey</u> <u>Engineering</u>	<u>(832) 214-6019</u> <u>(281) 222-8693</u>	aoey@buckeye.com

Deleted: PETROLEUM PIPELINE

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Table A-4 Utility Contacts – BIN 5516071 & 5516072

Utility Owner	Contact	Contact #	E Mail
TELECOM	LEE KELLY R. BONANZA	315-459-5057 315-738-7348	Lee.Kelly@Verizon.com
HARRON- ADELPHIA	STEVE MORAN	315-797-8111	
FIBER OPTIC	GREG SHELDON	518-436-3143	Gregory.Sheldon@thruway.ny.gov

Table A-5 Utility Contacts – BIN 5510090

Utility Owner	Contact	Contact #	E Mail
TELECOM	SANDY KOGAN LEE KELLY	908-203-4827 315-459-5057	Lee.Kelly@Verizon.com
ELECTRIC	THOMAS GOZELSKI	716-831-7756	Thomas.Gozelski@us.ngrid.com
GAS	SYRACUSE SUBURBAN GAS		
FIBER OPTIC	GREG SHELDON	518-436-3143	Gregory.Sheldon@thruway.ny.gov
FIBER OPTIC	AUTRY MEEKER	501-748-5234	Autry.Meeker@Windstream.com
<u>Buckeye Partners</u> <u>(Petroleum)</u>	SCOTT HOHN	315-374-1737 315-223-1523	sdhohn@buckeye.com
<u>Buckeye Partners</u> <u>(Petroleum)</u>	<u>Alex Oey</u> <u>Engineering</u>	<u>(832) 214-6019</u> <u>(281) 222-8693</u>	aoey@buckeye.com

Deleted: PETROLEUM PIPELINE

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Table A-6 Utility Contacts – BIN 5512790

Utility Owner	Contact	Contact #	E Mail
Village of Canastota (elec., sewer, water)	Larry Carpenter	315-697-7559	larry.carpenter@canastota.com
National Grid (Electric)	Donald Ambrose	315-440-2115	donald.ambrose@nationalgrid.com
Buckeye Partners (Petroleum)	Steve Hohn	315-223-1523	shohn@buckeye.com
<u>Buckeye Partners (Petroleum)</u>	<u>Alex Oey Engineering</u>	<u>(832) 214-6019</u> <u>(281) 222-8693</u>	aoey@buckeye.com
Fiber Optic	Greg Sheldon	518-436-3143	gregory.sheldon@thruway.ny.gov

Table A-7 Utility Contacts – BIN 5510130

Utility Owner	Contact	Contact #	E Mail
Buckeye Partners (Petroleum)	Scott Hohn	315-374-1737	sdhohn@buckeye.com
Fiber Optic	Greg Sheldon	518-436-3143	Gregory.Sheldon@thruway.ny.gov

A-2 UTILITY INVENTORY

The types, sizes and approximate locations of utilities present in the immediate project area are described below.

A-2.1 BIN 1020079

A-2.1.1 Telecommunications

A-2.1.1.1 Verizon Communications

Existing underground facilities and manholes are located approximately 105 ft. north of the NYS Thruway centerline. Existing aerial facilities cross Mohawk St. approximately 110 ft. south of the NYS Thruway centerline.

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A-2.6 BIN 5512790

A-2.6.1 Telecommunications – N/A

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A-2.6.1.1 Company Name – N/A

A-2.6.1.2 Cable Company Name – N/A

A-2.6.2 Electric

A-2.6.2.1 National Grid

Aerial lines are approximately 70' east of centerline of N. Main St.

A-2.6.2.2 Village of Canastota

Underground electric lines are approximately 80' west of centerline of N. Main St. (May be abandoned).

A-2.6.3 Natural Gas and Petroleum

A-2.6.3.1 Buckeye Pipe Line Companies

Underground pipe (high pressure) are approximately 30' north of bridge. The line runs east and west and the utility is enclosed in a 14" diameter casing as it progresses under the North Main Street embankment.

A-2.6.4 Water and Sewer

A-2.6.4.1 Village of Canastota

Underground lines 12" sewer & 2" water are located approximately 100' west of centerline of N. Main St.

A-2.6.5 Other Utilities – Fiber Optic

A-2.6.5.1 NYS Thruway Fiber Optic Line/G4S

The fiber optic utility runs east and west underneath span 4 between Pier 3 and the end abutment (north abutment). The line is located approximately 5' off the abutment at the western fascia. It is anticipated to be 10.5' deep at this location. The line is approximately 11 1/2' from the abutment at the eastern fascia. The line is anticipated to be 11.2' deep at this location. The fiber optic line is proposed to be relocated, see Section A-3.6.5.1

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A-2.6.6 Utility Service Connections

None known.

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A-2.7 BIN 5510130

A-2.7.1 Telecommunications

A-2.7.1.1 Companies Name – N/A

None known.

A-2.7.1.2 Cable Companies Name – N/A

None known.

A-2.7.2 Electric

Companies Name – N/A

A-2.7.3 Natural Gas and Petroleum

A-2.7.3.1 Buckeye Pipe Line Companies

One (high-pressure petroleum) underground cross pipe is located approximately 120' west of the box culvert. Another (high pressure) underground pipe is located in the NYSTA ROW and approximately 15' north of and approximately parallel to the eastbound ROW fence.

A-2.7.4 Water and Sewer

A-2.7.4.1 Companies Name – N/A

None known.

A-2.7.5 Other Utilities – Fiber Optic

A-2.7.5.1 NYS Thruway Fiber Optic Line/G4S

The fiber optic utility runs east and west and 5' north of the northwest wingwall. The line is anticipated to be 12' deep at this location. The line crosses under Bear Trap Creek, and is located approximately 16' north of the northeast wingwall. It is anticipated that the line is approximately 2 ½' deep at this location.

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A-2.7.6 Utility Service Connections

None known.

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A-3.2 BIN 5009929

A-3.2.1 Telecommunications

A-3.2.1.1 Verizon Communications

None anticipated.

A-3.2.1.2 Spectrum Cable

None anticipated.

A-3.2.2 Electric

A-3.2.2.1 National Grid

Existing overhead electric lines are located approximately 80 ft. north of the NYS Thruway centerline before crossing over the NYS Thruway approximately 40 ft. east of the Oriskany Blvd. centerline. The overhead utility line that crosses the Thruway mainline can be de-energized without time or duration restrictions. Contact Don Ambrose; National Grid; Senior Program Manager at (315) 440-2115.

A-3.2.3 Natural Gas and Petroleum

A-3.2.3.1 National Grid

None anticipated.

A-3.2.3.2 Buckeye Pipe Line Companies

The utility has specific requirements for protecting the pipeline from heavy equipment, vibratory equipment, and other requirements regarding operations in the vicinity of the pipeline. The existing oil pipeline is within the specified 300' minimum radius for pile driving. The Authority will cover the cost of the seismograph required for monitoring. The Design-Builder shall notify Buckeye Pipeline one week prior to starting any work that may impact the pipeline. This includes, but is not limited to, heavy equipment crossing the pipeline, the use of vibratory equipment in the vicinity of the pipeline, and pile driving operations within 300' of the pipeline.

Deleted: None anticipated.

A-3.2.4 Water and Sewer

A-3.2.4.1 Oneida County – Water Quality & Pollution Control

None anticipated.

A-3.2.4.2 Oneida county – Water Quality & Pollution Control Sanitary Sewer

None anticipated.

A-3.2.4.3 Other Utilities – Fiber Optic

A-3.2.4.4 NYS Thruway Fiber Optic Line/G4S

None anticipated.

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A-3.3 BIN 5512980

A-3.3.1 Telecommunications

A-3.3.1.1 Verizon Communications

None anticipated.

A-3.3.1.2 Harron-Adelphia Cable

None anticipated.

A-3.3.2 Electric

A-3.3.2.1 National Grid

None anticipated.

A-3.3.3 Natural Gas and Petroleum

A-3.3.3.1 National Grid

None anticipated.

A-3.3.3.2 Buckeye Pipe Line Companies

5 Design Build Utility Documents !! PAGeref Toc499554924\h ¶ A-24A-24 vibratory equipment, and other requirements regarding operations in the vicinity of the pipeline. The existing oil pipeline is within the specified 300', minimum radius for pile driving. The Authority will cover the cost of the seismograph required for monitoring. The Design-Builder shall notify Buckeye Pipeline one week prior to starting any work that may impact the pipeline. This includes, but is not limited to, heavy equipment crossing the pipeline, the use of vibratory equipment in the vicinity of the pipeline, and pile driving operations within 300' of the pipeline. The Thruway Authority has submitted an encroachment request for additional fill as part of rise in vertical clearance and associated embankment work. Based on the Authority's request, there is not a need to extend the casing, and the additional fill is not a concern. However, the casing vent(s) and test station(s) shall have to be relocated to a point outside of the embankment limits. The relocation of the casing vents and test stations will occur prior to the chosen Best Value's schedule for work to begin date.

Deleted: None anticipated.

A-3.3.4 Water and Sewer

A-3.3.4.1 Companies Name – N/A

A-3.3.4.2 Other Utilities – Fiber Optic

A-3.3.4.3 NYS Thruway Fiber Optic Line/G4S

The Fiber optic line will be relocated 2' to the north of the existing Pier 3 footing, and running parallel to the footing. The approximate depth of the line will be 4'. The fiber optic line will be

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A-3.5.3 Natural Gas and Petroleum

A-3.5.3.1 Syracuse Suburban Gas

None anticipated.

A-3.5.3.2 Buckeye Pipe Line Companies

The utility has specific requirements for protecting the pipeline from heavy equipment, vibratory equipment, and other requirements regarding operations in the vicinity of the pipeline. The existing oil pipeline is within the specified 300', minimum radius for pile driving. The Authority will cover the cost of the seismograph required for monitoring. The Design-Builder shall notify Buckeye Pipeline one week prior to starting any work that may impact the pipeline. This includes, but is not limited to, heavy equipment crossing the pipeline, the use of vibratory equipment in the vicinity of the pipeline, and pile driving operations within 300' of the pipeline. The Thruway Authority has submitted an encroachment request for additional fill as part of rise in vertical clearance and associated embankment work. Based on the Authority's request, there is not a need to extend the casing, and the additional fill is not a concern. However, the casing vent(s) and test station(s) shall have to be relocated to a point outside of the embankment limits. The relocation of the casing vents and test stations will occur prior to the chosen Best Value's schedule for work to begin date.

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Deleted: None anticipated.¶

A-3.5.3.3 Water and Sewer

A-3.5.3.4 Companies Name – N/A

None anticipated.

A-3.5.3.5 Other Utilities - Fiber Optic

A-3.5.3.6 NYS Thruway Fiber Optic Line/G4S

The Fiber optic line will be relocated 2' to the north of the existing Pier 3 footing, and running parallel to the footing. The approximate depth of the line will be 4'. The fiber optic line will be relocated before (if required) the chosen Best Value's schedule for work to begin date for this structure.

A-3.5.3.7 Windstream Communications DBA Intellifiber Networks Inc.

None anticipated until existing location has been fully documented.

A-3.6 BIN 5512790

A-3.6.1 Telecommunications

A-3.6.1.1 Companies Name – N/A

None anticipated.

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A-3.6.2 Electric

A-3.6.2.1 National Grid and Village of Canastota

None anticipated.

A-3.6.3 Natural Gas and Petroleum

A-3.6.3.1 Buckeye Pipe Line Companies

The utility has specific requirements for protecting the pipeline from heavy equipment, vibratory equipment, and other requirements regarding operations in the vicinity of the pipeline. The existing oil pipeline is within the specified 300', minimum radius for pile driving. The Authority will cover the cost of the seismograph required for monitoring. The Design-Builder shall notify Buckeye Pipeline one week prior to starting any work that may impact the pipeline. This includes, but is not limited to, heavy equipment crossing the pipeline, the use of vibratory equipment in the vicinity of the pipeline, and pile driving operations within 300' of the pipeline. The Thruway Authority has submitted an encroachment request for additional fill as part of rise in vertical clearance and associated embankment work. Based on the Authority's request, there is not a need to extend the casing, and the additional fill is not a concern. However, the casing vent(s) and test station(s) shall have to be relocated to a point outside of the embankment limits. The relocation of the casing vents and test stations will occur prior to the chosen Best Value's schedule for work to begin date.

Deleted: None anticipated

A-3.6.4 Water and Sewer

A-3.6.4.1 Village of Canastota

None anticipated.

A-3.6.5 Other Utilities – Fiber Optic

A-3.6.5.1 NYS Thruway Fiber Optic Line/G4S

The Fiber optic line will be relocated 2' to the north of the existing Pier 3 footing, and running parallel to the footing. The approximate depth of the line will be 4'. The fiber optic line will be relocated (if required) before the chosen Best Value's schedule for work to begin date for this structure.

A-3.7 BIN 5510130

A-3.7.1 Telecommunications

A-3.7.1.1 Companies Name - NA

None anticipated.

A-3.7.2 Electric

A-3.7.2.1 Companies Name – N/A

None known.

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A-3.7.3 Petroleum and Natural Gas

A-3.7.3.1 Buckeye Pipe Line Companies

The utility has specific requirements for protecting the pipeline from heavy equipment, vibratory equipment, and other requirements regarding operations in the vicinity of the pipeline. The existing oil pipeline is within the specified 300' minimum radius for pile driving. The Authority will cover the cost of the seismograph required for monitoring. The Design-Builder shall notify Buckeye Pipeline one week prior to starting any work that may impact the pipeline. This includes, but is not limited to, heavy equipment crossing the pipeline, the use of vibratory equipment in the vicinity of the pipeline, and pile driving operations within 300' of the pipeline.

Deleted: None anticipated.

A-3.7.4 Water and Sewer

A-3.7.4.1 Companies Name – N/A

None known.

A-3.7.5 Other Utilities – Fiber Optic

A-3.7.5.1 NYS Thruway Fiber Optic/G4S

None anticipated.

A-4 UTILITY RELOCATIONS BY THE DESIGN-BUILDER

The Design-Builder shall be responsible for coordinating the relocation of all utility services which are impacted by the Project, including the maintenance and protection of those utilities not listed below, participation in all meetings, preparing minutes of meetings, performing plan reviews, ground preparation, performing survey and markout required for utility relocations as well as excavating test pits as necessary to facilitate resolution of design utility conflict tables to final conflict resolution tables. The following sections describe the anticipated Work to be performed and coordination required with each utility owner.

A-4.1 BIN 1020079

A-4.1.1 Telecommunications

A-4.1.1.1 Verizon Communications

None anticipated.

A-4.1.1.2 Spectrum Cable

None anticipated.

A-4.1.2 Electric

A-4.1.2.1 National Grid

None anticipated.

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A-4.1.3 Natural Gas and Petroleum

A-4.1.3.1 National Grid

None anticipated.

A-4.1.4 Water and Sewer

A-4.1.4.1 Village of Herkimer Sanitary Sewer

None anticipated.

A-4.1.4.2 Village of Herkimer

None anticipated.

A-4.1.5 Other Utilities – Fiber Optic

A-4.1.5.1 NYS Thruway Fiber Optic Line/G4S

None anticipated.

A-4.2 BIN 5009929

A-4.2.1 Telecommunications

A-4.2.1.1 Verizon Communications

None anticipated.

A-4.2.1.2 Spectrum Cable

None anticipated.

A-4.2.2 Electric

A-4.2.2.1 National Grid

None anticipated.

A-4.2.2.2 Buckeye Pipe Line Companies

None Anticipated.

A-4.2.2.3 National Grid

None anticipated.

A-4.2.3 Water and Sewer

A-4.2.3.1 Oneida County – Water Quality & Pollution Control

None anticipated.

Deleted: The utility has specific requirements for protecting the pipeline from heavy equipment, vibratory equipment, and other requirements regarding operations in the vicinity of the pipeline. The existing oil pipeline is within the specified 300' minimum radius for pile driving. The Authority will cover the cost of seismograph required for monitoring. The Thruway Authority has submitted an encroachment resolution for the addition of 3' of highway embankment at the overhead roadway centerline and an extension of the sideslopes and toe of slope to accommodate the raised vertical profile. Within these limits, the petroleum pipeline casing and any necessary extensions shall be the responsibility of Buckeye Pipeline. If the Design Builder extends outside of the predetermined limits of the 3' of additional fill at the roadway surface and the extension of the toe of slope at a 1:2, the Design Builder shall engage Buckeye Pipeline and reach an agreement as to the resolution of the utility encroachment.¶
Natural Gas and Petroleum¶

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A-4.2.3.2 Oneida County – Water Quality and Pollution Control Sanitary Sewer

None anticipated.

A-4.2.4 Other Utilities – Fiber Optic

A-4.2.4.1 NYS Thruway Fiber Optic Line/G4S

None anticipated.

A-4.3 BIN 5512980

A-4.3.1 Telecommunications – N/A

A-4.3.1.1 Verizon Communications

None anticipated

A-4.3.1.2 Harron-Adelphia Cable

None anticipated.

A-4.3.2 Electric – N/A

A-4.3.2.1 National Grid

None anticipated.

A-4.3.3 Natural Gas and Petroleum

A-4.3.3.1 National Grid

None anticipated.

A-4.3.3.2 Buckeye Pipe Line Companies

None Anticipated.

A-4.3.4 Water and Sewer

A-4.3.4.1 Companies Name – N/A

A-4.3.5 Other Utilities – Fiber Optic

A-4.3.5.1 NYS Thruway Fiber Optic Line/G4S

None anticipated.

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A-4.5.3.2 Buckeye Pipe Line Companies

None Anticipated

A-4.5.4 Water and Sewer

A-4.5.4.1 Companies Name – N/A

None anticipated.

A-4.5.5 Other Utilities – Fiber Optic

A-4.5.5.1 NYS Thruway Fiber Optic Line/G4S

None anticipated.

A-4.5.5.2

A-4.5.5.3 Windstream Communications DBA Intellifiber Networks Inc.

None anticipated.

A-4.6 BIN 5512790

A-4.6.1 Telecommunications – N/A

A-4.6.1.1 Telecommunication Company Name - N/A

None anticipated.

A-4.6.1.2 Cable Companies Name – N/A

None anticipated.

A-4.6.2 Electric

A-4.6.2.1 National Grid and Village of Canastota

None anticipated.

A-4.6.3 Natural Gas and Petroleum

A-4.6.3.1 Buckeye Pipe Line Companies

None Anticipated.

A-4.6.4 Water and Sewer

A-4.6.4.1 Village of Canastota

None anticipated.

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New York State Thruway Authority

A-4.6.5 Other Utilities – Fiber Optic

A-4.6.5.1 NYS Thruway Fiber Optic Line/G4S

None anticipated.

A-4.7 BIN 5510130

A-4.7.1 Telecommunications

Companies Name - N/A

None anticipated.

A-4.7.1.1 Cable Companies Name – N/A

None anticipated.

A-4.7.2 Electric

A-4.7.2.1 Companies Name – N/A

None anticipated.

A-4.7.3 Natural Gas and Petroleum

A-4.7.3.1 Buckeye Pipe Line Companies

None anticipated.

A-4.7.4 Water and Sewer - N/A

A-4.7.4.1 Buckeye Pipe Line Company

None Anticipated.

A-4.7.5 Other Utilities – Fiber Optic

A-4.7.5.1 NYS Thruway Fiber Optic Line/G4S

None anticipated.

A-5 DESIGN BUILD UTILITY DOCUMENTS

The Design-Builder shall provide documentation regarding the coordination and locations of the impacted utilities to the Authority's Project Manager, and the Authority's Project Manager shall coordinate with headquarters Utility Engineer. The required documents are: utility conflict/resolution table with proposed locations, utility plans, and Special Note of Utility Coordination.

The documentation shall be used to secure the Final DB Utility Work Agreements (DB-HC140) with each impacted utility company and any required Municipal Agreements.

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