PROPOSAL

FOR

TAA 26-13BR D215081

REHABILITATION OF VARIOUS BRIDGES
ON I-87 AND I-90

BIN 5515540, MP 95.27
BIN 5515240, MP B12.89
BIN 5515320, MP B19.04

BOOK 1 OF 1

THIS BOOK CONTAINS SPECIFICATIONS AND
BID PROPOSAL WORKSHEETS

SUBMITTED IN ACCORDANCE WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS OFFICIALLY ADOPTED SEPTEMBER 1, 2026 EXCEPT AS MODIFIED IN THE PLANS AND/OR PROPOSAL AND ANY CHANGES WITH ARTICLE 2, TITLE 9 OF THE PUBLIC AUTHORITIES LAW.

LETTING OF

SEPTEMBER 30, 2026

BIDS DUE: 10:30 A.M.
BIDS OPEN: 11:00 A.M.

NEW YORK STATE | Thruway Authority
200 Southern Blvd., Albany, NY 12209

NOTICE
TO
BIDDERS

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

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

Thruway Authority
Designated Contacts

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

For all technical or engineering related questions:

- Aaron Estabrooks
  Project Manager
  Aaron.Estabrooks@thruway.ny.gov

Or

- Dan Livermore, PE
  Director, Structures Design Bureau
  Dan.Livermore@thruway.ny.gov

Or

- Albert Mastroianni, PE
  Director, Office of Design
  Albert.Mastroianni@thruway.ny.gov

For all procurement contract process related questions:

- Kelly Galvin
  Office of Procurement Services
  Kelly.Galvin@thruway.ny.gov

Or

Jonathan Hill
Deputy Director of Capital and Contracts Management
Office of Procurement Services
Jonathan.Hill@thruway.ny.gov

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

NEW YORK STATE
THRUWAY AUTHORITY

NOTICE TO BIDDERS

The Thruway Authority conducts public bid openings. Visitors who choose to hand deliver a bid and/or witness the bid opening are limited to one person. The Thruway Authority also uses YouTube to broadcast its live bid openings. The link to live streams are available from the Thruway website here: https://www.thruway.ny.gov/news/meetings/bid-openings.html
or directly from YouTube at:
https://www.youtube.com/@NYSThruwayAuthority/streams

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

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

Regardless of the delivery method selected, all sealed bids, whether paper or electronic form, must be delivered by 10:30 A.M, on Wednesday, September 30, 2026, where they will be opened publicly and read aloud at 11:00 A.M. Any bids sent or delivered to an address or location other than the one specified above, or received after this time, will not be accepted.

Contract TAA 26-13BR / D215081 Rehabilitation of Various Bridges on I-87 and I-90 at Mileposts 95.27, B12.89 and B19.04 in Columbia and Ulster Counties in accordance with the Plans and Specifications.

Your bid must be secured with either a Bid Bond or a Bid Deposit. A Bid Bond must be in the amount of 5% of the total bid and must be on the Authority's Bid Bond Form (TA-44117) which is included in the Proposal. A Bid Deposit must be a certified check or cashier's check made payable to the New York State Thruway Authority in the amount of **$200,000.00.**

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

SPECIAL NOTE

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

New York State Can Help You Secure Surety Bonding

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

02/2026

SPECIAL NOTE
REQUEST FOR INFORMATION (RFI)

A **request for information (RFI)** is a written process used to clarify a detail, specification, or note in the contract documents, provide notification of a possible error or omission, or request a minor modification due to possible unforeseen issues that may occur during construction.

However, during the period between project advertisement and award of contract, the prospective Bidder/Contractor shall submit all RFIs to the appropriate "Designated Contact" via e-mail, as listed elsewhere in the Proposal. The prospective Bidder's/Contractor's RFI shall be forwarded to the designated contact. The Bidder Request for Information, Thruway Authority form TA-W44137, can now be found on the Authority's website at:
http://www.thruway.ny.gov/business/contractors/documents/ta-w44137.pdf

This form should be filled out as completely and accurately as possible, numbered sequentially, as may be necessary, and saved in pdf format. Any supporting information that may help describe the issue more clearly, as well as any suggestions or recommendations for possible resolution, should also be provided. The form once complete shall be forwarded to the designated contact as instructed in the form.

Responses by the Authority to RFI's will be documented as Questions and Answers and posted for all bidders' reference, under each respective project, on the Thruway Authority's website at:
http://www.thruway.ny.gov/business/contractors/documents/index.shtml

Questions and Answers posted to the Authorities internet page may not be memorialized as amendments. Thus, prospective bidders are advised to check the Thruway Authority's website regularly before letting (or proposals are due), for Questions and Answers updates. Please be advised that RFI's submitted the week of the letting may not be answered.

Any changes to the Contract documents that result from an RFI will be addressed via an amendment.

New York State Thruway Authority

Contract No. TAA 26-13BR

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PROJECT INFORMATION

TAA 26-13BR
D215081

NEW YORK STATE THRUWAY AUTHORITY

DEPARTMENT OF ENGINEERING

PROPOSAL ESTIMATE FOR

REHABILITATION OF VARIOUS BRIDGES

ON I-87 AND I-90

AT

MILEPOSTS 95.27, B12.89 AND B19.04

IN THE

ALBANY DIVISION

OF THE

NEW YORK STATE THRUWAY

IN

COLUMBIA AND ULSTER COUNTIES

TYPE	LIMITS
Bridge Substructure Rehabilitation and Miscellaneous Work	**I-87, Milepost 95.27** **4,135 feet before bridge each direction** **Plus Advance Signing** **I-90, Berkshire Spur** **Milepost B12.89** **4,135 feet before bridge each direction** **Plus Advance Signing** **I-90, Berkshire Spur** **Milepost B19.04** **8,030 feet before bridge, 410 feet after** **Plus Advance Signing**

DEPOSIT REQUIRED **$200,000.00**

COMPLETION DATE **June 30, 2028**

PRE-AWARD NOTICE

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

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

1. A current New York State Uniform Contracting Questionnaire (NYSUCQ) CCA-2 form must be on file;

2. A list of current contracts giving the firm or agency for which they are being performed, the name and phone number of someone therein familiar with the contractor's work, the contract amount, and percent of completion;

3. Pre-Award Project Schedule;

4. Documentation of the actions taken to comply with the Minority/Women's Business Enterprise Utilization goals (Non-Federal), or Disadvantaged Business Enterprise goals (Federal) as defined in the Proposal;

5. A "Schedule of Participation of Minority/Women's Business Enterprise" (Form TA-1022), or Disadvantaged Business Enterprise" (Form TA-1022F);

6. AAPHC-89 Approval to Subcontract.

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

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

1. Use of subcontractors, including who they will be and what items of work they will perform;

2. Suppliers and manufacturers;

3. Traffic control and safety;

4. Any anticipated problems that could affect the progression of the project.

CONTRACT AWARD

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

ALL BIDDERS

PRE-BID INSPECTION

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

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

- **The New York State Thruway Authority Permit Application (TA-W5124)** and information on required insurance documentation is available at https://www.thruway.ny.gov/business/forms-guidelines#occupancy-%26-work-permits. The application along with insurance documentation shall be submitted to the appropriate Thruway Authority Division Permit Coordinator as indicated on page 2 of the application. The fee is waived for this Pre-Bid Inspection.

Division	Point of Contact	Phone
New York	Timothy Mathew	(845) 918-2510
Albany	Michael Beaudet	(518) 471-5940
Syracuse	Trevor Thieme	(315) 438-2384
Buffalo	Nicholas Przybylski	(716) 635-6253

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

PRECONSTRUCTION MEETING

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

WITHDRAWAL OF BID

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

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

WORK TO BE DONE

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

The following is a general description of the rehabilitation work to be performed the order is not necessarily the sequence of operations unless explicitly stated.

MP B19.04:

1. Set up work zone traffic control as required.

2. Set up erosion and sediment control as needed.

3. Remove asbestos containing materials as needed.

4. Remove existing guide rail as necessary to perform the work.

5. Remove and store existing signs and delineators (return to the Authority as instructed by the EIC).

6. Install temporary waterway diversion and turbidity curtain.

7. Install soldier piles and lagging at the Northeast (NE) and Southwest (SW) wingwalls.

8. Excavate behind the NE and SW wingwalls.

9. Perform concrete repairs for the culvert and wingwalls.

10. Install permanent concrete facing at soldier pile and lagging walls.

11. Apply protective sealer to all new and existing exposed surfaces of concrete.

12. Backfill behind the repaired NE and SW wingwalls as specified in the plans.

13. Restore any pavement, topsoil, or turf disturbed during construction.

14. Reinstall guide rails, signs, and delineators, if previously removed.

15. Remove work zone traffic control.

16. Clean and restore all disturbed areas.

MP 92.59 & B12.89:

1. Set up work zone traffic control as required.

2. Set up erosion and sediment control as needed.

3. Remove asbestos containing materials as needed.

4. Remove existing guide rail, concrete barriers, and median barrier as necessary to perform the work.

MP 92.59 & B12.89: (… continued)

5. Remove and store existing signs and delineators (return to the Authority as instructed by the EIC).

6. Perform structural lifting of superstructure to facilitate concrete pedestal repairs (at MP B12.89 only).

7. Perform concrete repairs for the abutments, wing walls and piers.

8. Apply protective sealer to all new and existing exposed surface of concrete.

9. Restore any topsoil or turf disturbed during construction.

10. Reinstall guide rails, concrete barriers, median barriers, signs, and delineators, if previously removed.

11. Remove work zone traffic control.

12. Clean and restore all disturbed areas.

SCHEDULE AND SUSPENSION OF WORK

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

A. WORK ZONE TRAFFIC CONTROL

1. Lane closures on the Thruway shall only be allowed in accordance with the traffic management table(s), available on the Thruway Authority website at http://www.thruway.ny.gov/business/contractors/standard-sheets/index.shtml, unless indicated otherwise in the contract documents. If more than one table is applicable to a work zone location, the most restrictive requirements shall be used. Traffic management tables do not guarantee lane closure availability; the requirements of Section B. *Work Restrictions* shall supersede these tables, when applicable.

2. Lane closures on the Thruway will be permitted for work site access, delivery of materials and equipment, and work operations. Personal vehicles will **NOT** be allowed to park along the Thruway or within lane closures on the Thruway at any time. During non-working hours, all equipment and materials shall be stored at least 30 feet from the edge of pavement (both mainline and ramps) or be protected by a physical barrier approved by the Engineer.

3. Lane closures will **NOT** be permitted during holiday periods or when unforeseen circumstances arise, as described in Section B. *Work Restrictions,* unless indicated otherwise in the contract documents.

4. Lane closures will **NOT** be permitted for the sole convenience of the Contractor. Lane closures will be permitted in order to protect traffic from an actual hazard, as determined by the Engineer.

5. Permanent lane closures will **NOT** be permitted for the duration of the contract.

6. Simultaneous closure of right and left shoulders will **NOT** be permitted unless indicated otherwise in the contract documents. Either right or left shoulder must remain clear and available through all work zones. The open shoulder shall not be used for the storage of vehicles, equipment, supplies or any other obstructions, or for any work activity.

7. Ramp closures will **NOT** be permitted, unless indicated otherwise in the contract documents. Access to interchanges, service areas and parking areas shall be maintained at all times.

8. Traffic will **NOT** be permitted to drive on milled pavement, unless indicated otherwise in the contract documents.

B. WORK RESTRICTIONS

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

SCHEDULE AND SUSPENSION OF WORK

ALBANY DIVISION

2027						
HOLIDAY	FROM			TO		
	TIME	DAY	DATE	TIME	DAY	DATE
Dr. Martin Luther King Jr. Day	Noon	Friday	01/15/2027	6:00 a.m.	Tuesday	01/19/2027
President's Day	Noon	Friday	02/12/2027	6:00 a.m.	Tuesday	02/16/2027
Easter	Noon	Thursday	03/25/2027	6:00 a.m.	Tuesday	03/30/2027
Memorial Day	Noon	Thursday	05/27/2027	6:00 a.m.	Tuesday	06/01/2027
Independence Day	6:00 a.m.	Friday	07/02/2027	6:00 a.m.	Tuesday	07/06/2027
Labor Day	Noon	Thursday	09/02/2027	Noon	Tuesday	09/07/2027
Columbus Day	Noon	Friday	10/08/2027	6:00 a.m.	Tuesday	10/12/2027
Veterans Day	Noon	Wednesday	11/10/2027	10:00 p.m.	Sunday	10/14/2027
Thanksgiving	6:00 a.m.	Wednesday	11/24/2027	6:00 a.m.	Monday	11/29/2027
Christmas/New Year's	6:00 a.m.	Thursday	12/23/2027	6:00 a.m.	Monday	01/03/2028

2028						
HOLIDAY	FROM			TO		
	TIME	DAY	DATE	TIME	DAY	DATE
Dr. Martin Luther King Jr. Day	Noon	Friday	01/14/2028	6:00 a.m.	Tuesday	01/18/2028
President's Day	Noon	Friday	02/18/2028	6:00 a.m.	Tuesday	02/22/2028
Easter	Noon	Thursday	04/13/2028	6:00 a.m.	Tuesday	04/18/2028
Memorial Day	Noon	Thursday	05/26/2028	6:00 a.m.	Tuesday	05/30/2028
Independence Day	Noon	Friday	06/30/2028	Noon	Wednesday	07/05/2028
Labor Day	Noon	Thursday	08/31/2028	Noon	Tuesday	09/05/2028
Columbus Day	Noon	Friday	10/06/2028	6:00 a.m.	Tuesday	10/10/2028
Veterans Day	Noon	Thursday	11/09/2028	10:00 p.m.	Sunday	11/12/2028
Thanksgiving	6:00 a.m.	Wednesday	11/22/2028	6:00 a.m.	Monday	11/27/2028
Christmas/New Year's	6:00 a.m.	Friday	12/22/2028	6:00 a.m.	Tuesday	01/02/2029

2. Proposed lane closure schedules shall be submitted to the Engineer for review and approval at least one week in advance of the earliest closure.

3. The Contractor shall **NOT** be allowed to establish any lane closures during periods of inclement weather, wet or icy pavement, reduced visibility, traffic accident, emergency, or if the lane closure is causing excessive delay to the public. The Authority reserves the right to alter any lane closure and/or direct the Contractor to immediately remove a lane closure during such circumstances. The Authority shall be the sole judge of when conditions warrant these lane closure restrictions, and such restrictions will not entitle the Contractor to file a claim for additional compensation.

4. **ALBANY DIVISION:** Northbound lane closures between Exit 19 (Kingston) and Exit 24 (Albany) will NOT be permitted between 7:00 a.m. and 6:00 p.m. during the Saratoga Racetrack season and also during the Belmont Stakes festival, typically held June 3rd – June 7th.

SCHEDULE AND SUSPENSION OF WORK

5. **WINTER SHUTDOWN.** A winter shutdown shall be in effect from 3:00 p.m. **November 15** to 6:00 a.m. **April 1**. During this period, the Contractor shall **NOT** be permitted to have lane closures. All temporary tape lines shall be removed, temporary concrete barrier shall be set in its winter shutdown location, and all traffic shall be re-established to its pre-construction configuration on permanent alignment. Mobilization for the following construction season may begin prior to **April 1** with permission from the Authority.

6. The Contractor shall submit a Plan of Operations to the Engineer prior to working on any full-depth repair area shown in the contract documents. The Plan of Operations shall list all full-depth repair areas and the estimated duration to complete each location. The Contractor shall also identify any full-depth repair area that may not be completed within the timeframes allowed by the traffic management table(s). For such location(s), the Contractor may request a waiver of restrictions to complete the repair(s). The Authority will review the request and determine whether or not a waiver will be granted. The Authority has the right to divide repair areas into smaller sections in lieu of granting a waiver.

7. The Contractor shall have 45 calendar days to replace the Milled in Audible Roadway Delineators (MIARDs; Formerly referred to as Shoulder Treatment for Accident Reduction (STAR) groove pattern) where more than 1,500 contiguous feet have been removed by other contract work. The Contractor shall also ensure that MIARDs are installed prior to the official shutdown period, regardless of the 45 calendar day requirement or the length removed. Exceptions to this requirement are shoulders protected by temporary traffic control devices installed as part of a work zone traffic control plan developed in the contract documents or areas directly adjacent to detour pavement that will be used in subsequent phase(s) of the project.

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

8. Work restrictions may be modified if:

   a. The Contractor has received permission through the Engineer, from the Division Director or designee, to progress construction operations contained entirely behind temporary concrete barrier. There shall be no hauling of materials in or out of the work site during restricted periods, and open lane availability requirements shall not be violated or compromised.

   b. The Contractor has received permission through the Engineer, from the Division Director or designee, for temporary modification of the lane availability restrictions for performance of specific construction operations for a specific time period.

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

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

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

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

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

C. GENERAL CONDITIONS

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

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

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

ADDITIONAL INSURED PARTIES

The following is a list of additional insured parties:

Town of Chatham, Columbia County
Ulster County
ADESTA, An Allied Universal Company

NON-REVENUE CONTRACTOR TRAVEL

NYS Thruway has converted to Cashless Tolling, Non-revenue pass plates will no longer be furnished to the Contractor.

Contractors and Consultants must have a properly mounted E-Z Pass transponder and must submit their EZ-Pass information to the Thruway to avoid charges for contract related business on the Thruway. The Project Engineer will provide the form used to record and submit EZ Pass information. Initial information shall be submitted to the Project Engineer prior to the start of work on the project. The initial form and any changes shall be submitted 5 working days prior to intended travel.

Non-Revenue travel will be provided within the limits of Interchange **19** to Interchange **20**, and Interchange **B1** to Interchange **B3**. Travel originating or ending outside of these limits will be subject to toll charges for the entire trip.

The Contractor shall be responsible for any and all tolls charged to contractor owned vehicles with (or without) E-ZPass Transponders not registered with the Authority.

OTHER CONTRACTS

The Contractor will be required to coordinate work with other Contractors and NYSTA Maintenance Forces. The following contracts have been let and may have work in progress during the duration of this contract:

CONTRACT NO.	DESCRIPTION	COMPLETION DATE
TAA 25-21B / D215044	Replacement of Interchange 21 (Catskill) Bridge over I-87, MP 113.89	November 12, 2027
TAA 26-25 / D215112	Albany and Syracuse Divisions Replacement of TDS Equipment at Various Locations	November 20, 2027
TAA 26-12B / D215080	Rehabilitation of I-87 Bridges over Catskill Creek and Kaaterskill Creek, Mileposts 111.13 and 113.22	September 30, 2029

The following contracts are anticipated to be let and may have work in progress during the duration of this contract:

CONTRACT NO.	DESCRIPTION	COMPLETION DATE
H380.2 (Albany Division)	Albany/Syracuse Division Pavement Safety Striping	August 27, 2027
TAA 26-22 / D215041	Albany Division On Demand Repairs to Thruway Infrastructure	December 31, 2028

ENGINEER'S OFFICE AND CONTRACTOR'S FIELD OFFICE

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

U-TURNS/CROSSOVERS

The Contractor may be permitted to use official median openings for U-turns and crossovers with written authorization from Division Traffic Supervision. Official median openings are available as shown elsewhere in the proposal.

Tractor trailer combinations are prohibited from U-turns at any location on the Thruway system. These vehicles must exit the Thruway system and re-enter for all direction changes. U-turns may be permitted within a maintenance facility, however, with prior approval from both Division Traffic Supervision and the Thruway Maintenance Supervisor 2 for that facility. All applicable traffic laws must be followed.

SPOIL AREA

There is no identified spoil area within the Thruway Authority's right-of-way for this contract. Therefore, the Contractor shall remove all surplus material and waste from Thruway Authority (Authority) property. The Contractor shall bid accordingly for this condition.

The Contractor shall provide the Authority a copy of all easements and/or access agreement letters received from landowner(s) of off-site disposal area(s) prior to disposal of any material. The easements and/or access agreement letters must include a statement by the Contractor and the landowner that the disposal of the material is in compliance with all applicable federal, state and local laws and regulations.

Should a mutually approved spoil use area within the Authority's right-of-way be identified for Contractor use after the project letting, a credit in the amount of 50% of the unclassified excavation unit bid price will be deducted for each cubic yard spoiled within the Authority right-of-way. If the contract does not contain an unclassified excavation item, the credit will be determined using either 50% of the item generating the spoil or 50% of the Division/Regional weighted average bid price for unclassified excavation, whichever is less. This credit may be waived, either wholly or in part, by the Division Director in writing if it is determined that permitting spoil on Authority right-of-way is in the best interest of the Authority (ie: slope flattening resulting in elimination of guide rail).

SHOULDER MAINTENANCE

During the course of the project, the Contractor may be required to repair shoulders that have deteriorated. The Contractor shall remove the deteriorated shoulder surface and place new asphalt shoulders. The Contractor shall be paid using the appropriate contract items for excavation and asphalt. The exact limits for this work shall be as directed by the Engineer.

OVERHEAD GANTRY SIGNING

Signs shall be installed within the project limits when any component of equipment will be operating above 14'-6" in elevation and within 100 linear feet of an overhead gantry. Overhead gantries may have electric powered wires and special equipment, therefore, vehicle and equipment operations must be planned and proposed equipment safety procedures included in a Project Safety and Health Plan.

As mentioned in the Thruway Addendum to the Standard Specifications (TA), specifically in **Section 107-05 SAFETY AND HEALTH REQUIREMENTS**, ***O. Equipment Safety Procedures. 6. Work Operations.*** **d.** Dump truck boxes may be raised only under the control of a spotter, unless the vehicle is in an area clearly marked to be free of overhead wires and safe for dumping.

Refer to Thruway Standard Sheet **TA 619-27** for additional information and signing requirements.

OVERHEAD GANTRY TRAFFIC SHIFT RESTRICTIONS

The Contractor shall not shift traffic at any toll gantry such that vehicles are traveling between lanes or between lanes/shoulders when passing under the gantry centerline (treadle). Traffic shifts, for purposes of staging work, shall be done prior to or after the gantries, such that vehicles are traveling within a complete lane or shoulder when passing under the gantry centerline (treadle). All work zone traffic control shall be provided in accordance with the 619 Standard Specifications and the Thruway Addendum to the 619 Standard Specifications, the National Manual on Uniform Traffic Control Devices and NYS Supplement, any provisions contained within the contract documents, and as ordered by the Engineer.

OVERHEAD GANTRY PARKING RESTRICTIONS

The Contractor shall not park any vehicle or construction equipment directly beneath overhead gantries, within a complete lane or between a lane/shoulder, unless it is required to perform project specific related work, as directed by the Engineer in Charge and after coordination with the Authority's Intelligent Transportation System Management unit.

SPECIAL NOTE

AUTOMATED WORK ZONE SPEED ENFORCEMENT (AWZSE)

The Contractor is hereby notified that the Authority *may* elect to deploy automated speed enforcement units at certain times during the project. Project locations that qualify for the deployment of an automated speed unit must meet the following criteria:

- Limited Access Highways only
- Workers must be present

The unit will be deployed and operated by a private vendor under the direction of the Authority, the Thruway Project Engineer, or designee. The automated unit may consist of a trailer mounted unit, a free-standing unit, or contained within a work vehicle. The AWZSE vendor will provide, and is responsible for, the setup and taken down of all speed enforcement equipment and required signage. The Contractor shall be responsible for the setup and maintenance of all other signage and work zone traffic control devices required by the appropriate standard sheet.

The Contractor shall coordinate with the Thruway Project Engineer, or designee, and the speed enforcement vendor to find a safe location for the unit within the work zone that does not interfere with on-going work.

ADESTA, AN ALLIED UNIVERSAL COMPANY INDEMNIFICATION

This project requires the Contractor to do work that may impact the Thruway Authority's fiber optic system.

The fiber optic system, comprised of features inclusive of telecommunications cables, lines, fibers, conduits, access manholes, pedestals, boxes and other fiber optic system components and devices, is operated and maintained by ADESTA, an Allied Universal Company.

The Contractor shall indemnify and hold harmless ADESTA, its officers, agents, employees and contractors from and against any and all injuries, claims, demands, judgments, liabilities or damages resulting from, or related to, the Contractor's negligence, gross negligence and/or willful misconduct in the performance of the work. The Contractor shall also indemnify and hold harmless ADESTA from claims by third parties having an agreement with ADESTA to use the fiber optic system. The Contractor shall include ADESTA as an additional insured party under the insurance requirements of this contract.

SPECIAL NOTE

WORK RESTRICTIONS FOR C(T) OR C(TS) CLASSIFIED STREAMS

Under Protection of Water Program, Article 15, Environmental Conservation Law Implementing Regulations, 6NYCRR Part 608, New York State Department of Environmental Conservation (NYSDEC) has classified waters within New York State. All waters of the state are provided a class and standard designation based on existing or expected best usage of each water or waterway segment. Waters with a classifications A, B, and C may also have a standard of (T), indicating that it may support a trout population, or (TS), indicating that it may support trout spawning (TS). Special requirements apply to sustain these waters that support these valuable and sensitive fisheries resources.

Frisbee Creek is classified as a Class C/ Standard C(ts) stream, and there are restrictions on when work can be completed. Due to these restrictions, **the Contractor is only allowed to work in low flow conditions from June 1st to September 30th. Work outside these dates is NOT ALLOWED.**

Albany Division Crossovers

Milepost	Use Code	Milepost	Use Code	Milepost	Use Code
76.85	2	126.80	2	181.82	2
78.16	2	127.95	2	183.32	7
78.80	2	130.40	7	184.90	2
80.72	2	132.74	2	187.10	2
81.85	7	134.45	2	187.68	2
83.60	2	135.35	2	190.25	2
84.42	2	137.03	2	190.80	2
86.12	7	138.93	2	193.57	2
89.00	2	141.18	7	194.75	2
90.87	7	142.84	7	197.37	2
91.80	2	145.15	7	197.70	7
93.70	7	147.20	7		
95.40	2	148.48	7	800	7
97.20	2	149.90	1,3	800.28	1
98.00	2	151.43	7,3	801.92	2
100.75	2	153.15	1,3	802.87	2
101.70	2	154.30	4	806.24	2
103.00	2	158.00	4	807.12	2
103.78	2	159.78	2	808.75	2
104.72	2	161.48	1	809.95	2
105.80	2	162.85	2	811.15	2
107.78	2	165.55	2	813.80	2
109.52	2	167.10	7	815.70	2
112.70	2	167.95	2	820.30	2
114.50	7	168.87	2	821.65	2
115.15	2	171.48	2	823.10	2
118.15	7	172.00	2	824.20	2
119.40	2	173.12	2		
120.07	2	174.07	2		
122.39	2	176.00	2		
123.80	2	178.47	7		
124.92	2	180.05	2		

Albany Division Crossovers

USAGE RESTRICTION CODES

CODE	DESCRIPTION
1	CARS AND PICKUP TRUCKS ONLY
2	VEHICLES OVER 10,000 LBS MUST TURN FROM RIGHT SHOULDER
3	NO USAGE DURING COMMUTER HOURS
4	NO USE ALLOWED
5	ALL VEHICLES MUST TURN FROM RIGHT SHOUDLER
6	OBSERVER MAY BE REQUIRED
7	VEHICLES MAY TURN FROM LEFT SHOULDER

NOTE: The above listed codes shall not apply to vehicles engaged in highway operations such as snowplowing (snow & ice), provided the width of the crossover is longer than the vehicle making the U-Turn. These vehicles are exempt by the Thruway Traffic Safety Manual, section 7.6.1 and NYS Vehicle and Traffic Law, section 1103.

SUPPLEMENTAL INFORMATION FOR BIDDERS

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

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

INFORMATION	NOT AVAILABLE	AVAILABLE ON THRUWAY AUTHORITY WEBSITE
Engineer Estimate Quantity Workups		X
Utility Estimate Sheets with Names of Utility Officials	X	
Earthwork Cross Section Sheets	X	
Earthwork Sheets	X	
Drainage Estimate Sheets	X	
Sign Face Layouts	X	
Subsurface Exploration Logs		X
Rock Core Evaluation Logs and Photographs	X	
Compression Test Data from Rock Samples	X	
Pavement Core Logs and Photographs	X	
Logs Showing Laboratory Description of Soil Samples	X	
Laboratory Test Data from Soil Samples	X	
Rock Outcrop Maps	X	
Record Plans		X
Applicable Asbestos Blanket Variances		X
Storm Water Pollution Prevention Plan	X	
Shop Drawings	X	
CADD Files of Contract Plans (Unofficial - Not signed or stamped)	X	
USACE Transportation Regional General Permit		X

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

REVISIONS TO NYSDOT STANDARD SPECIFICATIONS

NEW YORK STATE THRUWAY AUTHORITY ADDENDUM TO THE STANDARD SPECIFICATIONS

The Standard Specifications published by the New York State Department of Transportation shall form a part of the agreement. The dated edition that applies to this contract is provided on the front cover of the Proposal. All work contemplated under this contract is to be covered by, and be in conformance with, the Standard Specifications as modified by The New York State Thruway Authority Addendum (TA) to the Standard Specification Books.

The officially adopted Thruway Authority Addendum (TA) to the NYSDOT Standard Specification Books is available on the Thruway Authority website at:
http://www.thruway.ny.gov/business/addendum/index.html
The most recent version of the TA, prior to the project Letting Date, shall apply to this agreement.

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

SPECIAL SPECIFICATIONS

SPECIAL NOTE
SPECIAL SPECIFICATION PAY ITEM NUMBERS

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

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

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

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

FORMAT 1	**FORMAT 2**
XXX.XX XX	XXX.XX--------XX
XXX.XXXX XX	XXX.XXXX----XX
XXX.XXXXXXX	XXX.XXXXXXXX

203.6100XX25 - TEMPORARY HAUL ROAD(S)

1. DESCRIPTION:

1.01 This work shall consist of providing access for the Contractor's workers and equipment to areas of construction within the Thruway right-of-way, where permanent haul roads have not been proposed in the Contract Drawings.

1.02 The Contractor shall be responsible for the design and construction of temporary haul road(s) that provide access to construction sites from either the Thruway Mainline or private property. It is the Contractor's responsibility to obtain permission from owners of private property. These haul roads shall be built to facilitate the construction as detailed in the Contract Drawings and to provide safe access for the Contractor's workers and equipment and minimize disruptions to vehicular traffic on the Thruway. Work to be included under this item shall include, but not necessarily be limited to the following:

A. Maintaining and protecting vehicular traffic on the Thruway Mainline, including providing necessary traffic control devices and flagmen as ordered by the Engineer.

B. Maintaining, protecting and temporary modifications of the existing drainage facilities, existing utilities, and other highway elements.

C. Providing temporary soil erosion control as ordered by the Engineer.

D. Performing excavation, disposal, placement, and compaction of all material necessary for shoulder build-up to match the existing highway pavement.

E. Sawcutting pavement on the Mainline to facilitate excavation for shoulder build-up.

F. Removing and disposing of temporary construction as required to restore the site to its original condition within the Contract Limits as ordered by the Engineer.

G. Providing a minimum of four (4) inches of topsoil and re-establishing turf in the affected areas.

H. Ensuring safe access for workers and equipment that complies with all current OSHA regulations.

I. Provide temporary drainage culverts, structures, and components.

1.03 The following work shall be paid for separately:

Removal and resetting guide rail on the Thruway (includes temporary relocation and re-establishment of existing delineator and signs), anchoring the end section for the part removed during the period of removal.

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203.6100XX25 - TEMPORARY HAUL ROAD(S)

2. MATERIALS:

2.01 The provisions of the following Sections of the NYSDOT Standard Specifications shall apply for the placement of temporary haul road(s):

A.	Section 203-2	Excavation and Embankment
B.	Section 206-2	Trench, Culvert, and Structure Excavation (*)
C.	Section 209-2	Soil Erosion and Sediment Control
D.	Section 304-2	Sub-base Course (*)
E.	Section 404-2	Asphalt Pavements
F.	Section 552-2	Externally Stabilized Cut Structures (*)
G.	Section 553-2	Cofferdams and Waterway Diversion Structures (*)
H.	Section 610-2	Ground Vegetation – Preparation, Establishment and Management
I.	Section 619-2	Work Zone Traffic Control

3. CONSTRUCTION DETAILS:

3.01 Before starting work on this item, the Contractor shall submit to the Engineer for approval a plan showing the proposed method for providing temporary haul road(s) to the sites. The Contractor shall provide a plan, section and profile of the haul road(s) and shall indicate his plan for maintaining and protecting Thruway traffic during the use of the haul road(s).

3.02 The provisions of the following Sections of the NYSDOT Standard Specifications shall apply for the placement of a temporary access:

A.	Section 203-2	Excavation and Embankment
B.	Section 206-2	Trench, Culvert, and Structure Excavation (*)
C.	Section 209-2	Soil Erosion and Sediment Control
D.	Section 304-2	Sub-base Course (*)
E.	Section 404-2	Asphalt Pavements
F.	Section 552-2	Externally Stabilized Cut Structures (*)
G.	Section 610-2	Ground Vegetation – Preparation, Establishment and Management
H.	Section 619-2	Work Zone Traffic Control

*Apply where utilities and/or drainage facilities exist within the work area.

3.03 The Contractor shall be responsible for obtaining any necessary permit or temporary easement for any work which is outside of the NYS Thruway Authority right-of-way limits.

3.04 Maximum side slopes shall be one (1) on two (2). This slope will be required from the existing shoulder break lines and from the top of the footings of any substructure.

3.05 Benching of side slopes shall be required and shall conform to the requirements of NYSDOT Standard Sheet 203-02.

3.06 Any area disturbed to provide access to the site shall be restored to the original condition of the area as approved by the Engineer.

203.6100XX25 - TEMPORARY HAUL ROAD(S)

4. METHOD OF MEASUREMENT:

4.01 Payment for temporary haul road(s) shall be made on a lump sum basis.

5. BASIS OF PAYMENT:

5.01 The lump sum price bid for this item shall include the cost of all labor, equipment, materials, and incidentals necessary to provide temporary haul road(s) to the construction sites.

5.02 Payment shall be made at the lump sum price bid as follows:

A. Sixty (60) percent of the price bid shall be paid when access for all construction sites without permanent haul roads has been installed.

B. Forty (40) percent of the price bid shall be paid when all of these sites have been restored to their original condition.

XX = Serialized 01 to 99*
* Serialized number identified temporary haul road location on the plans.

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ITEM 555.80010001 - CRACK SEALING BY EPOXY INJECTION (PREVENTION)
ITEM 555.80020001 - CRACK REPAIR BY EPOXY INJECTION (RESTORATION)

DESCRIPTION: Install injection ports, seal the crack opening, inject the crack with epoxy (full depth for restoration work, or as deep as conditions allow for prevention work), and restore the sealed surface to a flush condition in areas visible to the public. Perform the work at locations indicated on the contract plans or where directed by the Engineer.

PREVENTION - use in contaminated, cracked concrete areas to prevent movement and protect reinforcing.

RESTORATION - use in uncontaminated cracked concrete areas to restore structural integrity. Take verification cores for payment. Have an experienced epoxy manufacturer representative present until the work is acceptable to the Engineer.

MATERIAL REQUIREMENTS:

1. Crack Sealant - epoxy paste that completely cures in 4 hours or less and retains the injected epoxy. Any other type of crack sealant is subject to a project demonstration and approval by the Engineer.

2. Low Viscosity Injection Epoxy - Manufacturer certified to meet ASTM C881, Type I or IV, Grade 1, Class B or C (as temperature conditions require.)

3. Vertical & Overhead Patching Material (Approved List) - (for ITEM 555.80020001) §701-08

INJECTION EQUIPMENT: Use equipment in good working order, as approved by the Engineer, with the following features:

- Separate feed lines to the mixing chamber
- Automatic mixing and metering pump
- Ability to thoroughly mix the epoxy components in the mixing chamber
- Operator control of the epoxy flow from the mixing chamber
- Clean, legible, accurate pressure gauges easily viewable by the operator
- Ability to provide an uninterrupted pressure head to continually force epoxy into the cracks
- Injection pressure from 0 to at least 200 PSI
- Capable of metering each epoxy component to within 3.0% of the epoxy manufacturer's mix ratio

Un-reacted epoxy components may be stored overnight in separate reservoirs and feed lines.

Before starting the work, demonstrate to the Engineer the ability of the equipment to meter and mix epoxy components to the required mix ratio. Ratio accuracy may be determined by simultaneously metering each component into separate, clean, accurately graduated, volumetric containers, or another procedure approved by the Engineer. Also, activate the automatic mixing and metering pump, mix a small amount of injection epoxy, and waste it into a disposable container. The Engineer will observe this trial operation and be satisfied the equipment is working properly, and the epoxy is mixed with no streaks.

CONSTRUCTION DETAILS:

ITEM 555.80010001 - CRACK SEALING BY EPOXY INJECTION (PREVENTION)
ITEM 555.80020001 - CRACK REPAIR BY EPOXY INJECTION (RESTORATION)

1. Crack and Surface Preparation. Remove all debris or contaminants accessible within the cracks by using hand tools, water blasting or oil-free high pressure air blasting, vacuuming, or other methods suitable to the Engineer. Epoxy resin will not penetrate: compacted, water or oil soaked debris. Allow free moisture within the crack to be absorbed before injecting epoxy. Remove all materials, including moisture, from the surface adjacent to the crack which might interfere with bonding of the crack sealant.

2. Injection Port Installation. Attach injection ports to the prepared surface by placing them onto (surface adapters) or into the cracks (socket ports) and affixing with crack sealant. Larger cracks may be ported by inserting an anchored tube into the crack.

   Use positive connection port designs to connect injection equipment to the ports. Other injection port designs and attachment methods, where worker fatigue would not be a problem, require approval by the Engineer.

   Use the following general guidelines for spacing injection ports when cracks are uniform in width through the structure. For cracks that get tighter with depth, double this spacing. Intermediate ports may be placed for observation. To permit maximum flow into the void, position ports on the wider crack sections and at intersections, rather than at an exact spacing.

   If these guidelines cannot be followed, use port locations approved by the Engineer. Port spacing may be modified by the Engineer as experience is gained, or when cores are taken to determine penetration.

   FOR CRACKS COMPLETELY THROUGH A MEMBER
   A. Cracks accessible from one side - space the ports not less than the thickness of the member.

   B. Cracks accessible from both sides - space the ports not less than twice the thickness of the member and stagger them relative to the ports on the opposite side. Make the stagger between ports (on opposite sides of the member) at least the thickness of the member.

   Place the endmost ports at the ends of the crack so as to insure complete filling of the crack.

   FOR MULTIPLE CRACKS ALL OVER A MEMBER.
   Space the ports as far apart as practical, but not less than 8” from one another. An 8” spacing presumes a 4” penetration in each direction, if the adjacent ports are not plugged when epoxy reaches them. For fine cracks that taper to an end, place the endmost ports about 4” from the end.

3. Crack Seal. After port installation, seal the crack opening with crack sealant, being careful not to plug the injection ports. Allow the crack sealant to cure completely before injecting epoxy.

   Apply crack sealant only when surface and ambient temperatures are above 50º F.

ITEM 555.80010001 - CRACK SEALING BY EPOXY INJECTION (PREVENTION)
ITEM 555.80020001 - CRACK REPAIR BY EPOXY INJECTION (RESTORATION)

4. Port Flushing. Prior to any epoxy injection, flush critical ports with oil-free compressed air to verify that air exits from all the installed ports, dry the cracks, and check for leaks.

5. Epoxy Injection. Perform epoxy injection only when the surface and ambient temperatures are above 45º F and are not expected to fall below 45º F during the next 24 hours.

   UNIFORM WIDTH CRACKS - start toward the middle of a horizontal crack and work outward, or the lowest point of a sloping or vertical crack and work upward.

   VARIABLE WIDTH CRACKS - start at the widest points of all types of cracks and work outward. Secure the feed line to the first port. Initiate and continue flow until epoxy exits from the adjacent port. (Plug observation ports and continue through the same port to achieve maximum penetration.) Temporarily stop the injection process, remove the feed line, and seal the port. Attach the feed line to the adjacent port and repeat this procedure along the crack until the last port is sealed.

   Generally, use higher pressures when injecting narrow deep cracks, medium to low for wider cracks, and lowest pressures when injecting a delaminated area or an area susceptible to lifting. Low pressure applied for a longer duration is often more effective than high pressure applied for a shorter duration.

   Replenish the epoxy supply in the mixing equipment before it is exhausted. Thoroughly stir each epoxy component both before and after adding it to its respective component in the mixing equipment. Exercise care to assure a continuous injection operation.

   Allow the epoxy to fully cure prior to performing subsequent work in the repaired area.

   In the event of leakage from a crack, stop the injection process until the leak is sealed. When any work stoppage exceeds 15 minutes, clean the mixing chamber and flush the line that carries mixed epoxy. Flush with a suitable solvent, followed by air.

6. For ITEM 555.80020001 CRACK REPAIR BY EPOXY INJECTION (RESTORATION), take cores ranging in diameter from 1 to 4", as approved by the Engineer, to verify full penetration by epoxy and its cure. Take a representative core from each structural element, or one from every 100 feet of crack repaired, whichever is greater, at locations approved by the Engineer. The Engineer will retain the cores and determine if they are acceptable for payment. Patch the holes with Vertical & Overhead Patching Material.

   More than one core may be necessary to obtain an acceptable sample from cracks that diverge below the surface. (To avoid cutting reinforcing, the core drill may be angled to intercept a crack behind the reinforcing.)

7. Clean Up. In all areas visible to the public, as determined by the Engineer, remove spillage, the ports and crack sealant until flush with the adjacent surface. Remove stains and repair any damage to the satisfaction of the Engineer at no additional cost.

ITEM 555.80010001 - CRACK SEALING BY EPOXY INJECTION (PREVENTION)
ITEM 555.80020001 - CRACK REPAIR BY EPOXY INJECTION (RESTORATION)

METHOD OF MEASUREMENT: The Engineer will measure the work as the number of linear feet of crack sealed or repaired, as specified.

BASIS OF PAYMENT: Include the cost of all labor, materials, and equipment necessary to complete the work in the unit price bid per linear foot. For ITEM 555.80020001 CRACK REPAIR BY EPOXY INJECTION (RESTORATION), also include the cost of coring and repairing the core holes.

For ITEM 555.80010001 CRACK SEALING BY EPOXY INJECTION (PREVENTION), the Engineer will authorize payment after the measured length of crack has been sealed and the surface cleaned.

For ITEM 555.80020001 CRACK REPAIR BY EPOXY INJECTION (RESTORATION), the Engineer will authorize payment after the measured length of crack has been repaired as verified by cores, the core holes patched and the surface cleaned.

ITEM 565.46000009 - RESETTING OF EXISTING BEARINGS

DESCRIPTION

This work shall consist of the resetting of existing bearings where indicated on the contract documents. It may be necessary to remove the entire bearing from its present position in order to perform the resetting operation. The term “resetting” shall be interpreted to include such removal where required.

MATERIALS

The materials shall conform to all details and requirements as shown on the plans. All galvanizing of the anchor bolts, nuts and washers shall conform with Material Specification Section 719-01, Type II.

CONSTRUCTION DETAILS

All the requirements of Section 565-3 Construction Details, shall apply.

METHOD OF MEASUREMENT

This work will be measured as the number of bearings reset.

BASIS OF PAYMENT

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

ITEM 582.99000016 - EMBEDMENT OF GALVANIC ANODES IN CONCRETE

DESCRIPTION:
The work shall consist of installing galvanic anodes and testing for electrical conductivity at locations indicated on the plans or as directed by the Engineer.

MATERIALS:

A. Embedded galvanic anodes shall be compact, pre-manufactured, and consist of electrolytic High Grade Zinc in compliance with ASTM B 418 - Type 1 or Type II, cast around a pair of steel tie wires and encased in a highly alkaline cementitious shell.

The anode shall be an approved product as noted in the table below or an approved equal:

Product Name	Manufacturer	Payment Factor
Sentinel-GL[1]	Euclid Chemical Company	0.5
Galvashield XP Compact[1]	Vector Corrosion Technologies, Inc	0.5
Galvashield XP	Vector Corrosion Technologies, Inc	1.0
MasterProtect 8065CP	BASF Construction Chemicals, LLC – Building Systems	1.0
FerroGard 650	Sika Corp	1.0

1. Product requires approximately double the quantity of other products due to lower zinc content.

B. Reinforcement steel tie wire shall be W 0.3 (minimum diameter .0625 in), or heavier meeting the requirements of ASTM A 1064.

C. Electrical sealant shall be as specified by the anode manufacturer.

CONSTRUCTION DETAILS:

The type of anode shall be as specified in the contract documents.

The Contractor shall embed Galvanic Anodes in concrete where indicated in the contract documents or where directed by the Engineer.

Installation methods shall be as specified by the anode manufacturer and shall be approved by the DCES.

ITEM 582.99000016 - EMBEDMENT OF GALVANIC ANODES IN CONCRETE

METHOD OF MEASUREMENT:

This work will be measured by the actual number of galvanic anodes installed in accordance with the contract documents multiplied by the payment factor shown in the Approved List table in the Materials section above.

BASIS OF PAYMENT:

The unit price bid per galvanic anode shall include the cost of all material, equipment, and labor necessary to install, connect, test the anode, and electrically seal the splices and/or connections,. Payment for concrete removal, steel reinforcement repair/replacement, and concrete replacement will be paid for under their respective items as shown in the contract documents.

ITEM 619.1001xx25 – INTERIM PAVEMENT MARKINGS, STRIPES (6 INCHES)

1. DESCRIPTION:

1.01 All applicable provisions of Standard Specification §619-1 shall apply.

2. MATERIALS:

2.01 All applicable provisions of Standard Specification §619-2 shall apply.

3. CONSTRUCTION DETAILS:

3.01 All applicable provisions of Standard Specification §619-3 shall apply.

4. METHOD OF MEASUREMENT:

4.01 The provisions of Section 619-4.07 shall apply except as follows:

A. The quantity to be measured for payment will be in feet to the nearest whole foot along the centerline of the pavement stripes installed and will be based on a 6-inch wide stripe. No measurement will be made for the length of skips in the dashed line.

B. Measurement for installation of striping with a width greater than 6 inches will be made by the following method:

$$\frac{\text{Width of Striping (in)} \times \text{Number of Feet}}{6 \text{ (in)}}$$

5. BASIS OF PAYMENT:

5.01 All applicable provisions of Standard Specification §619-5 shall apply.

NOTE: xx = Material

01 = Traffic Paint
02 = Epoxy Paint
03 = Removable Tape
04 = Removable Wet Reflective Tape
05 = Traffic Paint Supplemented with Raised Markers

ITEM 619.1706--25 - LINEAR DELINEATION SYSTEM

1. DESCRIPTION:

1.01 Work shall consist of furnishing and installing a linear delineation system on temporary concrete barrier in accordance with the contract documents.

2. MATERIALS:

2.01 **General Requirements.** The system shall consist of segmented panels attached to temporary concrete barrier segments.

A. Each panel shall be 34 inches long by 6 inches wide.

B. Each panel shall be constructed of retroreflective material permanently bonded to an aluminum substrate. The panels shall have a repeating raised lateral ridge approximately every 2½ inches, 1/3 inch in height, with a 45-degree profile.

2.02 **Color.**

A. Conformance to the daytime color requirements shall be determined from measurement of the retroreflective sheeting applied to aluminum test panels. Daytime color shall be measured instrumentally using a spectrophotometer employing annular 45/0 (or equivalent 0/45) illuminating and viewing geometry.

B. Color measurements shall be made in accordance with ASTM E1164 for white and ASTM E2153 for fluorescent yellow. Chromaticity coordinates shall be calculated for CIE Illuminant D65 and the CIE 1931 (2o) Standard Colorimetric Observer in accordance with ASTM E308 for white and ASTM E2152 for fluorescent yellow.

C. Chromaticity limits for white:

	x	y	x	y	x	y	x	y	Limit Y (%) Min.	Max.
White	0.303	0.287	0.368	0.353	0.340	0.380	0.274	0.316	40	--

D. Chromaticity limits for fluorescent yellow:

	x	y	x	y	x	y	x	y	Fluorescence Luminance Factor Y_F (%) Min.	Total Luminance Factor Y_T (%) Min.
Fluorescent Yellow	0.521	0.424	0.557	0.442	0.479	0.520	0.454	0.491	25	40

2.03 **Anchoring Materials.** Polymer anchoring materials shall be provided in accordance with Section 701-07 *Anchoring Materials – Chemically Curing.*

2.04 **Connections.** Mechanical fasteners shall be provided in accordance with Section 715-16 *Stainless Steel Connecting Products.*

2.05 **Adhesive.** An adhesive caulking system such as 3M Window-Weld Super Fast Urethane (#08609), or approved equal, shall supplement mechanical anchorage in all installations.

ITEM 619.1706--25 - LINEAR DELINEATION SYSTEM

3. CONSTRUCTION DETAILS:

3.01 Materials shall be installed on temporary concrete barrier segments in accordance with the manufacturer's recommendations. Mechanical anchorage shall be provided in accordance with Section 586-3.01 and Section 586-3.03.

3.02 Panels shall be attached 6 inches below the top of the temporary concrete barrier segment and spaced 86 inches apart. Gaps between panels may be adjusted as directed by the Engineer for temporary concrete barrier segments that are not 20 feet in length.

3.03 Panels shall be attached on all temporary concrete barrier segments tangent to the traveled way: white shall be displayed on the right and fluorescent yellow shall be displayed on the left.

3.04 Temporary concrete barrier segments in narrow medians shall have fluorescent yellow panels on both sides of the barrier.

3.05 The Contractor shall be responsible for maintaining the panels. Any materials that fail shall be immediately replaced as directed by the Engineer.

3.06 Temporary concrete barrier installed at the Contractor's option, or required solely by a delay in the Contractor's operations, shall be provided with a linear delineation system.

4. METHOD OF MEASUREMENT:

4.01 Linear delineation system will be measured as the number of linear feet satisfactorily installed on temporary concrete barrier. No measurement will be made for the number of linear feet of gaps between delineation panels.

5. BASIS OF PAYMENT:

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

5.02 Payment will be made for the length of Linear Delineation System installed upon satisfactory installation of temporary concrete barrier.

5.03 Payment for this item will only be allowed once in this contract for each temporary concrete barrier unit. No payment will be made for a subsequent movement of the barrier unit unless a different color is required.

5.04 No payment will be made for the linear delineation system on temporary concrete barrier installed at the Contractor's option, or required solely by a delay in the Contractor's operations.

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

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

2. **MATERIALS:**

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

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

The Engineer's Field Office shall be in a location with access to high-speed broadband (non-satellite) Internet service, as determined by the Engineer.

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

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

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

TABLE 637-1 ENGINEER'S FIELD OFFICE AREA REQUIREMENTS

Physical Requirement	Engineer's Field Office Type				
	1	2	3	4	5
Min. total floor area (ft^2)	540	860	1300	2475	2700
Min. number of small rooms	2	3	2	3	6
Min. floor area of each small room (ft^2)	100	100	120	150	175
Min. number of large rooms	1	1	2	2	2
Min. floor area of each large room (ft^2)	200	200	240	300	350

A. **Potable Water.** From a local municipal water supply, certified well or bottled with a heating/refrigerator unit to provide hot and cold water. An exterior frost-free hose bib shall be

provided in a location adjacent to the Engineer's Field Office. The hose bib need not be installed on a potable water line, and if the water in the line is not potable, it shall be clearly marked as such.

B. **Restroom.** A separately enclosed room, lockable from the inside, that is properly ventilated and in compliance with applicable sanitary codes. The Contractor shall provide all lavatory amenities, necessary paper and soap products, hot and cold running water and a toilet. The toilet shall be flush type where sanitary facilities are available, and a type approved by the Engineer prior to installation where sanitary facilities are not available. The minimum required number of restrooms to be provided is specified in Table 637-2.

C. **Parking Area.** The Contractor shall provide and/or construct paved or hard surfaced (gravel or bankrun material) secure parking area with dedicated parking spaces adjacent to the Engineer's Field Office. Each parking space shall be 9 feet by 18 feet, and the minimum required number of spaces to be provided is specified in Table 637-2.

D. **Field Office Signs.** The sign panel material shall be aluminum, fiberglass, plywood or lightweight plastic. The sign sheeting shall be ASTM Type III. The sign panel shall be 36 inches high by 48 inches wide with white legend on green background with the phrases as positioned and described below. If erected at a location where the sign might be struck by an errant vehicle, the sign support shall be a breakaway type.

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

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

E. **Mailbox.** Standard mailbox (with post if necessary) or post office box meeting the requirements of the U.S. Postal Service.

F. **Telephone and Answering System.** A separate telephone and digital answering system for the exclusive use of the inspection staff. The minimum required number of telephone voice lines to be provided is specified in Table 637-2 (these lines are in addition to the separate lines to be provided for the dial-up computer access if high speed internet access is not available where the field office is located, as determined by the Engineer). The telephone and answering system shall provide the ability to answer all voice lines from each voice line, transfer calls to all voice lines and be equipped with a single, dedicated answering system.

A minimum of one (1) telephone shall be cordless and a minimum of one (1) telephone shall be equipped with speaker and conference call capability. The remaining telephones, at least one (1) per required voice line, shall be extension telephones with minimum 25 foot long cords. The digital answering system shall be capable of recording outgoing messages up to 60 seconds long and

receiving a minimum of 40 incoming messages of 60 seconds duration. The system must include automated voice marking of time and day of each message received and provide a message mark so that new messages may be played back without erasing old messages. The system shall include remote programming of playback, backspace, and outgoing message re-record and allow for the retrieval of messages without a remote control unit.

G. **Photocopier.** Heavy duty, electric, dry-process photocopying machine. The machine shall be an all-in-one copy machine with black & white and color copying, black & white and color printing and black & white and color scanning capabilities. Machine shall have at least three paper bins (8½ x 11 inches, 8½ x 14 inches and 11 x 17 inches), enlarging and reducing capabilities, and collating, sorting stapling and double-sided copying. Set-up, printer drivers, software and networking are required. All on-site staff email addresses shall be set up and programmed for ease of scanning. Maintenance shall be provided, as required, including repairs and all necessary toner cartridges and staples for the life of the contract and until final completion. One (1) case (5,000 sheets, 20 lb, white) of each paper size shall be provided as initial stock.

H. **Paper Shredder.** Automatic start, heavy duty cross-cut paper shredder. The shredder shall be able to receive 8½ inch wide paper and shred a minimum of 15 sheets simultaneously along with CDs and staples.

I. **Pencil Sharpener.** Manual or electric pencil sharpener, minimum of 1, throughout duration of the project.

J. **Interior Bulletin Board.** An installed, wall-mounted 4 foot by 6 foot bulletin board made of cork or similar material in a large room, and one (1) 2 foot by 4 foot wall mounted bulletin board installed per room.

K. **Dry Erase Board.** Installed, wall-mounted 2 foot by 4 foot dry erase boards, minimum one (1) per room.

L. **Storage Locker.** Metal or wood storage locker with shelves, a tumbler lock and two (2) keys for the storage of survey, GPS and testing equipment. The total locker space footprint provided shall be a minimum of 9 square feet with a minimum height of 6 feet.

M. **Fire Resistant Cabinet.** Fire resistant, legal size filing cabinet with locks and two (2) keys each, meeting the requirements of ANSI/UL Standard 72 for Insulated Filing Devices, Class 350-1 hour. Each office shall be provided with two (2) 2-drawer cabinets, and the required number of additional 4-drawer cabinets as specified in Table 637-2.

N. **Bookcase.** Self-standing, 3-shelf metal or wood bookcase, approximately 4 feet high, 4 feet wide and 1 foot deep. The minimum required number of bookcases to be provided is specified in Table 637-2.

O. **Wastebasket.** Minimum 7 gallon wastebasket, minimum one (1) per desk.

P. **Refrigerator.** Electric, top-freezer type providing a minimum storage space of 15 cubic feet for Engineer's Field Office Types 1 and 2, and a minimum storage space of 21 cubic feet for Types 3, 4 and 5.

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Q. **Kitchenette.** To include a minimum 1 cubic foot, 1,300 watt microwave oven, a sink with hot and cold running water with minimum dimensions of 15 inch by 15 inch by 6 inch deep, usable counter space with minimum dimensions of 5 feet long by 2 feet deep and cabinet space with minimum dimensions of 5 feet long by 1½ feet deep by 2½ feet high. If the water in the sink is not potable, it shall be clearly marked as such.

R. **First Aid Kit.** A Type III kit in accordance with ANSI Z308.1 *Minimum Requirements for Workplace First Aid Kits*. The minimum number of first aid kits to be provided is specified in Table 637-2.

S. **Thermometer.** A minimum-maximum thermometer displaying in degrees Fahrenheit and mounted with an external probe to give the temperature both indoors and outdoors.

T. **Coat Rack.** A metal or wood coat rack or closet capable of holding at least 4 coats. The minimum required number of coat racks to be provided is specified in Table 637-2. A single coat rack may be provided as long as it holds the minimum number of coats as per Table 637-2.

U. **Office Desk and Chair.** Fully assembled freestanding office desks and chairs. Each desk shall have a 5 foot long by 2½ foot wide work surface and a height of 30 inches, at least 2 lockable drawers and include an adjustable shelf approximately 1 foot wide and no less than 2½ feet long. Each desk shall also be provided with an adjustable chair with arms, 5 legs with casters and be adjustable from approximately 16 inches to 24 inches in height. Each desk shall have a dedicated electrical outlet receptacle. The required number of office desks and chairs to be provided is specified in Table 637-2.

TABLE 637-2 ENGINEER'S FIELD OFFICE FURNISHING REQUIREMENTS

Furnishing Description	Required Number per Engineer's Field Office Type				
	1	**2**	**3**	**4**	**5**
Restrooms	1	1	2	2	3
Parking Spaces	6	8	12	18	22
Telephone Voice Lines	2	3	4	4	5
Telephone Line for Computers (when high speed internet is unavailable)	1	1	1	1	1
Fire Resistant Cabinets (4-drawer)	2	3	4	6	8
Bookcases	5	7	10	12	16
First Aid Kits	1	1	1	2	2
Coat Racks	1	2	3	4	5
Office Desks and Chairs	4	8	12	18	22
Office/Conference Tables	2	2	3	4	5
Folding Chairs	8	10	10	12	15
Flatbed Scanner	1	1	1	1	1
Personal Computer (Hardware and Software)	2	4	6	8	8
LaserJet printer	1	2	3	3	3
Additional Software	1	1	2	2	3

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V. **Office/Conference Table.** Commercial-grade rectangular table with weather/spill resistant top a minimum of 8 feet long by 2½ feet wide by 30 inches high. The minimum required number of office/conference tables to be provided is specified in Table 637-2.

W. **Folding Chair.** Commercial-grade, folding steel chair with approximate overall dimensions of 30 inches by 19 inches wide by 21 inches deep. The minimum required number of folding chairs to be provided is specified in Table 637-2.

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

A. **Hardware (**Note: Information in yellow highlight below has been updated from previous version of special specification.)

- CPU to operate Windows 10 for Business (64-bit edition) and all other software listed in this specification;
- Optical Drive – CD-RW/DVD-RW;
- 1 TB (terabyte) minimum hard drive;
- 8 GB (gigabytes) minimum RAM;
- USB Port(s);
- 24" LCD monitor (1920 x 1080 resolution minimum);
- One (1) 1 TB (terabyte) External Hard Drive;
- Locking cabinet(s) which encloses all computer hardware;
- Surge protection device;
- External 3 button optical scroll mouse;
- External Speakers;
- Modem with separate phone line for computer (if high speed internet service is unavailable, as determined by the Engineer), (minimum 56K baud rate).
- USB Microphone and web camera for online tele-conferencing.

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

- Windows 10 for Business (64-bit edition);
- Microsoft Word (2016 version or later);
- Microsoft Excel (2016 version or later);
- 7-ZIP;
- Norton Internet Security (latest version for Windows 10) set up to run in Auto-Protect Mode and Auto Update Mode (monthly), or McAfee Internet Security Suite (latest version);

  Note: Microsoft Office 2016 Standard Edition, or later version, may be used in lieu of Word 2016 and Excel 2016.

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

- Microsoft Photo Editor (latest version);

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- Adobe Acrobat XI Professional (latest version);

D. Internet Communication.

- **Cable Internet Service.** 10/100 Ethernet cable network card and high-speed cable modem capable of transferring data at a minimum of 50 megabits per second;

- Subscription to an Internet Service Provider capable of providing high-speed Internet service;
- Network/Wireless – Ethernet or wireless card to be compatible with the selected internet and office network connections.

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

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

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

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

   After completion, all portable buildings or trailers, fencing, surfacing and utilities shall be removed from the location and the areas cleaned, loamed and restored as required. The Contractor shall be responsible for providing all necessary computer hardware, software and peripheral devices as well as high-speed Internet service to the Engineer's Field Office until use and occupancy of the Engineer's Field Office is relinquished by the Authority. Only internet services that can provide a minimum data transfer rate of 50 megabits per second will be considered acceptable. The Contractor shall be responsible for providing all necessary service connections to the Engineer's Field Office and Engineer's Field Office computer(s). In addition, the Contractor shall provide a cable or DSL modem and any other equipment necessary to provide the minimum specified data transfer rate.

4. **METHOD OF MEASUREMENT.** The Engineer's Field Office will be measured for payment as the number of months satisfactorily provided, measured to the nearest 0.25 months.

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5. BASIS OF PAYMENT. The unit price bid per month for the Engineer's Field Office shall include the cost of all labor, materials and equipment necessary to complete the work including property rental, utility charges and incidental expenses. Payment will be made for each month of availability for occupancy by the Engineer and inspection field staff.

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

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

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

ITEM 646.0603--25 - INSTALL DELINEATOR OR TENTH MILE MARKER ON POST
ITEM 646.0604--25 - INSTALL DELINEATOR OR TENTH MILE MARKER, BACK-TO-BACK ON POST
ITEM 646.0610--25 - INSTALL DELINEATOR OR TENTH MILE MARKER, BAND OR BRACKET MOUNTED
ITEM 646.0612--25 - INSTALL DELINEATOR OR TENTH MILE MARKER, BACK-TO-BACK, BAND OR BRACKET MOUNTED
ITEM 646.0801--25 - INSTALL SNOWPLOW MARKER, SINGLE UNIT
ITEM 646.0802--25 - INSTALL SNOWPLOW MARKER, DOUBLE UNIT

1. DESCRIPTION:

1.01 The work shall consist of furnishing and installing delineator and/or snowplow marker posts, bands, brackets and all necessary hardware for mounting delineators or snowplow markers as shown on the plans.

2. MATERIALS:

2.01 The posts shall conform to the requirements of Section 646-2 of the Standard Specifications and as shown on the plans.

3. CONSTRUCTION DETAILS:

3.01 The Contractor shall install the delineators or snowplow markers in accordance with Section 646-3 of the Standard Specifications and as shown on the plans.

4. METHOD OF MEASUREMENT:

4.01 The work shall be measured as the number of complete delineators or snowplow markers installed.

5. BASIS OF PAYMENT:

5.01 The unit price bid for each delineator or snowplow marker shall include the cost of all equipment, labor and materials including posts, bands, brackets and hardware necessary to satisfactorily mount and install the delineator or snowplow marker. Also included is the cost to pick up the delineator or snowplow marker panels from the Authority.

ITEM 646.50----25 - REMOVE AND DISPOSE DELINEATORS AND MARKERS

1. DESCRIPTION:

1.01 This work shall consist of removing and disposing delineators, mile markers, tenth-mile markers and snowplow markers, including posts, in accordance with the contract documents and as directed by the Engineer.

2. MATERIALS:

2.01 None specified.

3. CONSTRUCTION DETAILS:

3.01 The Contractor shall remove and dispose delineators, mile markers, tenth-mile markers and snowplow markers, including posts, in a manner satisfactory to the Engineer.

4. METHOD OF MEASUREMENT:

4.01 The quantity to be measured for payment will be the number of delineators and/or markers removed and disposed.

5. BASIS OF PAYMENT:

5.01 The unit price bid for removal and disposal of each delineator and/or mile marker shall include the cost of all labor and equipment necessary to complete the work.

ITEM 685.XX06--25 - EPOXY REFLECTORIZED PAVEMENT STRIPES, 6 INCH WIDTH

1. DESCRIPTION:

1.01 Under this work the Contractor shall furnish and apply epoxy reflectorized pavement markings in accordance with these specifications, the Contract Documents, the Manual on Uniform Traffic Control Devices (MUTCD) with the NYS Supplement, or as ordered by the Engineer. Unless otherwise indicated, payment will be for increments of 6 inches of strip width.

1.02 The epoxy marking material shall be hot applied by spray methods onto bituminous and Portland cement concrete pavement surfaces at the thickness and width shown on the Contract Documents and/or as indicated by the Pay Item Number. Following an application of glass beads, the cured epoxy marking shall be an adherent reflectorized stripe.

1.03 The EPOXY REFLECTORIZED PAVEMENT STRIPE, 6 INCH WIDTH Work Item shown in the plans will be the appropriate Item number for stripe color and application at a 15± 1 mil wet thickness on concrete and aged asphalt, or at a 20± 1 mil wet thickness on new asphalt cement.

ALL PROVISIONS OF SECTION 685 - EPOXY REFLECTORIZED PAVEMENT MARKINGS SHALL APPLY EXCEPT AS MODIFIED BY ADDENDA AND BELOW:

4. METHOD OF MEASUREMENT:

4.01 Shall be as in Section 685 except:

Pavement striping will be measured in linear feet along the centerline of the pavement stripe, and will be based on a 6 inch wide stripe. Measurement for striping with a width greater or lesser than the basic 6 inches, as shown on the plans or directed by the Engineer, will be made by calculating payment length using the following method:

$$\frac{\text{Plan Width of Striping (inches)} \times \text{Linear Feet Measured}}{6 \text{ inches}}$$

5. BASIS OF PAYMENT:

5.01 Shall be as in Section 685 except:

Payment will be made under:

ITEM NO.	ITEM	PAY UNIT
685.0106----25	White Epoxy Reflectorized Pavement Stripes, 6" x 15Mils	LF
685.0206----25	Yellow Epoxy Reflectorized Pavement Stripes, 6" x 15Mils	LF
685.1106----25	White Epoxy Reflectorized Pavement Stripes, 6" x 20Mils	LF
685.1206----25	Yellow Epoxy Reflectorized Pavement Stripes, 6" x 20Mils	LF
685.1306----25	White Epoxy Reflectorized Pavement Letters	EA
685.1406----25	White Epoxy Reflectorized Pavement Symbols	EA

ITEM 699.04----25 - MOBILIZATION

1. DESCRIPTION:

1.01 Under this work the Contractor shall provide the following:

A. Necessary bonds, insurance, and prefinancing and set-up of necessary general plant, including shops, storage areas, Engineer's and Contractor's offices and such sanitary and other facilities as are required by local or state law or regulation.

B. Critical path method (CPM) schedule of operations as described in §108-01 of the TA Addendum.

C. M/WBE participation program meeting the M/WBE goals of the contract as described in §109-06 *Contract Payments* and in accordance with §102-12 *D/M/WBE Utilization*.

2. MATERIALS:

2.01 Unless otherwise specified, such materials as required for mobilization and are not to be part of the completed contract shall be as determined by the Contractor, except that they shall conform to any pertinent local or state law, regulation or code.

3. CONSTRUCTION DETAILS:

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

4. METHOD OF MEASUREMENT:

4.01 Payment for mobilization will be made on a lump sum basis.

5. BASIS OF PAYMENT:

5.01 The amount bid for mobilization shall not exceed four percent (4%) of the total contract bid price excluding the bid price for mobilization. Should the bidder exceed the foregoing four percent (4%), the Authority will make the necessary adjustment to determine the total amount bid based on the arithmetically correct proposal.

The amount bid shall include the furnishing and maintaining of services and facilities noted under Section 1.01 to the extent and at the time the Contractor deems them necessary for its operations, consistent with the requirements of this work and the contract.

The amount bid shall be payable to the Contractor with the first contract payment made for other contract work following acceptable completion of all requirements noted under Section 1.01.

Payment will be made under:

Item Number	Item	Pay Unit
699.04----25	**Mobilization**	**Lump Sum**

SPECIAL NOTES

CONFIDENTIAL INFORMATION

1. **Confidential Information:** "Confidential Information" means any information not generally known to the public, whether oral or written, that the Authority claims is confidential and discloses to Contractor for the purposes of performing work on the Project. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: bid documents, plans, drawings, specifications, reports, product information and data, business and security processes and procedures; personnel and organizational data, and financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the authority deems confidential. The Authority will identify written Confidential Information by marking it with the word "Confidential" and will identify oral Confidential Information as confidential at the time of disclosure to the Contractor.

2. **Exempt Materials:** Confidential Information does not include information which, at the time of the Authority disclosure to Contractor; (a) is already in the public domain or becomes publicly known through no act of Contractor; (b) is already known by Contractor free of any confidentiality obligations; (c) is information that the Authority has approved in writing for disclosure; or (d) is required to be disclosed by Contractor pursuant to law so long as Contractor provides the Authority with notice of such disclosure requirement and an opportunity to defend prior to any such disclosure.

3. **Permitted Use:** Contractor may use Confidential Information solely for the purposes of performing work on the Project. Contractor may share Confidential Information with its employees, consultants, sub-consultants, sub-contractors, suppliers, and agents that are necessary to perform work on the Project ("Authorized Personnel"), but must ensure that such Authorized Personnel execute a Confidentiality and Non-Disclosure Agreement as set forth in the Minimum requirements for the Handling and Treatment of Confidential Information. The Authority's disclosure of Confidential Information to Contractor shall not convey to Contractor any right to or interest in such Confidential Information and the Authority shall retain all right and title to such Confidential Information at all times.

4. **Protections:** Contractor shall hold Confidential Information confidential to the maximum extent permitted by law. Contractor shall safeguard Confidential Information in accordance with the Minimum Requirements for the Handling and Treatment of Confidential Information.

5. **Return of Confidential Information:** Upon the written request of the Authority, Contractor shall return all written Confidential Information to the Authority.

EXTERNAL CONNECTIONS

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

MINIMUM REQUIREMENTS FOR THE HANDLING AND TREATMENT OF CONFIDENTIAL INFORMATION

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

Authorized Personnel:

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

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

Inventory Control:

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

Use and Storage:

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

Reproduction:

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

Transportation:

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

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

Disposal:

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

Loss, Theft or Unauthorized Access:

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

SPECIAL NOTE:
CONTROL OF MATERIALS

The Contractor's attention is directed to the TA Addendum, Section 106 – CONTROL OF MATERIAL, available from the Authority's website at: http://www.thruway.ny.gov/business/addendum/index.html. The Contractor understands and agrees that some or all of the off-site inspection and approval of material such as precast concrete items, structural steel, bridge bearings, concrete structural elements and/or their components to be used on this project will be done by the New York State Department of Transportation (NYSDOT) as the Authority's agent.

The Contractor agrees to the following conditions:

1. Whenever the Contractor receives direction from the NYSDOT regarding the approval/rejection of material that direction constitutes direction by the Authority under the contract and, shall be final and accepted as such by the Contractor.

2. The Contractor will not allow off-site materials subject to inspection and approval of NYSDOT to be shipped to the project site without direct authorization from the NYSDOT.

3. At the Pre-Award Meeting or as soon as practicable, but in any case, before the Pre-Construction Conference, the Contractor will provide the following information to the Thruway Authority's Director, Office of Construction Management, for transmittal to NYSDOT to arrange off-site inspections:

   A. The name and address of each Manufacturer of all materials, and portions thereof, requiring off-site quality assurance to be incorporated into this highway project.

   B. The name and address of each Fabricator fabricating each steel item or any portion thereof to be incorporated into this highway project.

   C. The name and address of each Fabricator manufacturing structural pre-cast/pre-stressed items or any portion thereof to be incorporated into this highway project.

4. The Contractor agrees that it and its Subcontractors and Suppliers will acquire all materials to be incorporated into this Thruway project **only** through Manufacturing, Batching and Fabrication facilities approved by NYSDOT.

AVAILABILITY OF ELECTRONIC BID DATA

1. SUMMARY:

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

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

2. PARTICIPATION AND RELATIONSHIP TO PAPER DOCUMENTS:

The Authority's adoption of electronic bidding does not force any Contractor to bid electronically. Rather, participation is voluntary. If submitting a bid using infotech's Bid Express internet bidding service, no paper is required. If submitting an electronic bid on a CD, DVD or USB device delivered to the Authority in person or via a courier service, **bidders must also submit print outs that match the electronic file**. Project Bids prints a check code on every bid page that must match the check code in the computer file. As the check code changes every time the electronic file is modified, matching the codes verifies that the data on the printed bid is the same as in the electronic file. **In case of discrepancy, the printouts always prevail and are the primary legal document. Therefore, the printouts can be used to make any last-minute changes.**

3. THIRD-PARTY SOFTWARE:

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

4. PROPOSAL NOTES AND CHANGES BY AMENDMENT:

Contractors are solely responsible for recognizing and properly responding to any and all special notes and circumstances printed in the Contract Proposal and any and all changes by amendment from the amendment documents and/or notices communicated to them by the NYSTA's Contracts Unit.

Amendments are posted online at: www.thruway.ny.gov/business/contractors/documents/index.shtml.
Whenever an amendment is issued, a Project Bids amendment file will also be issued and must be applied to your electronic bid. Do not bid without carefully reviewing the printed proposal and any and all changes by amendment. Proposal notes and circumstances include, but are not limited to, printed information on alternate, fixed and/or limited cost items and/or special circumstances regarding item placement and use.

SPECIAL NOTE:

REQUIREMENTS FOR CONTRACTOR'S UTILIZATION OF AREAS OUTSIDE OF THE RIGHT-OF-WAY

1. Before the contractor can utilize any area outside of the NYS Thruway Authority (NYSTA) Right of Way (or outside of a temporary easement obtained for the project by the NYSTA), for any work associated with this project, written approval to do so shall be obtained from the NYS Thruway Authority through the Project Engineer. The contractor's request for approval shall be in writing and the Authority shall be allowed 2 weeks to review the request and respond.

2. This requirement applies to areas such as, but not limited to: borrow areas, spoil areas, equipment and/or material storage areas, haul roads, batching areas, water points, shop areas, and all similar areas. This requirement does not apply to the Contractor's established and permanent headquarters, commercial borrow sources, commercial gravel pits, commercial quarries, and all similar areas.

3. The contractor's written request for approval shall include a letter report prepared by an Environmental Professional, acceptable to the Authority, documenting the investigation of the proposed site. The expectation is that an Environmental Professional visits the site, performs an assessment of the proposed use against all applicable environmental requirements, and then documents their findings and recommendations. The letter report shall include the following unless otherwise authorized by the Authority:

   a) A written description of the activities the contractor wishes to perform at the proposed site, including timeframes.

   b) Maps showing Federal and State regulated wetlands. The area proposed for use shall be depicted on each map.

   c) A site location map which accurately shows the area proposed for use, adjacent property boundaries/owners, the location of all wetland boundaries observed, and any required erosion and sediment control measures. If present, wetlands shall be delineated in the field by the Environmental Professional with stakes and ribbon, and wetland delineation data forms shall be completed.

   d) A written statement prepared by the Environmental Professional regarding the presence of any rare animals or plants or significant natural communities. The Environmental Professional shall use the NYSDEC Environmental Resource Mapper to make this determination. If any rare species are identified, then determine if the rare species are listed as endangered or threatened and whether the NYSDEC determines the proposed use may be harmful to the species or their habitat. If so, address to the satisfaction of the NYSDEC.

   e) A copy of the applicable SPDES permit and any local municipal permits related to use of the site.

   f) A listing of other Environmental Permits which were obtained by the Authority for the project. These are referenced in the contract proposal.

   g) A completed NYSTA Property Release form. The form is available through the Project Engineer.

   h) A plan showing all restoration work. This includes, but is not limited to, plans for grading, surface restoration details, and erosion and sediment control.

4. This requirement does not waive other provisions of the contract related to use of lands outside the Right of Way. Rather, it shall be viewed as supplementary. The following contract provisions still remain in effect:

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

COMPLIANCE WITH SPDES REGULATIONS

The Contractor is advised that the NYS Thruway Authority has evaluated Stormwater requirements for this project and has determined that coverage is not warranted under NYS Department of Environmental Conservation's SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-25-001). The Contractor shall read and understand the requirements of GP-0-25-001. In the event the Contractor's operations, e.g., clearing and grubbing, expanded staging area; will cause an increase in ground disturbance beyond the amount identified in the Contract Documents, coverage under GP-0-25-001 may be required. Prior to commencing these operations, the Contractor should immediately advise the Project Engineer, who will in turn discuss the request with the Project Designer and Division Environmental Specialist or Environmental Point of Contact.

- In the event coverage is required under GP-0-25-001 as a result of these operations, the Contractor will be required to prepare a Stormwater Pollution Prevention Plan (SWPPP) and submit a Notice of Intent (NOI) with the NYS Department of Environmental Conservation.

- In the event coverage is required under GP-0-25-001 as a result of changes made by the Authority, the Authority will be required to prepare a SWPPP and submit a NOI.

In either case, the Contractor will not be allowed to proceed until verification of coverage under GP-0-25-001 has been provided to the Project Engineer. The Contractor shall make no claim against the Authority for delays resulting from preparing a SWPPP, filing a NOI, and seeking verification of permit coverage.

SPECIAL NOTE
EMBODIED CARBON REPORTING and ENVIRONMENTAL PRODUCT DECLARATIONS (EPDs)

Projects must comply with all applicable New York State (NYS) laws and policies to reduce the embodied carbon in building and infrastructure projects, including New York State Executive Order 22 (2022).

These laws and policies require Contractors to submit Environmental Product Declarations (EPDs) for certain building and construction materials supplied to State contracts. EPDs must be Product-specific Type III (Third Party Reviewed), in adherence with ISO 14025 *Environmental Labels and Declarations*, ISO 14044 *Environmental Management – Life Cycle Assessment*, and ISO 21930 *Core Rules for Environmental Product Declarations of Construction Products and Services*. Supply Chain-specific data should be used when available.

For permanently incorporated and temporary use construction materials manufactured and supplied for projects let after December 18, 2024, the Contractor shall ensure that all available EPDs are collected and submitted for asphalt mixtures, concrete mixtures (excluding precast), glass, and steel items when the quantity supplied to the project exceeds the values listed below. Units that are given in this document may differ from units listed in pay items and therefore, the Contractor must perform the necessary quantity conversion(s).

Construction Material	Minimum Quantity for Reporting (for Transportation Projects)
Concrete mixes	200 cubic yards or more (per mix design)
Asphalt mixes	8,000 short tons or more (per mix design)
Steel i. Rebar ii. Hollow Structural Sections iii. Fabricated Steel Plate iv. Hot-Rolled Sections v. Cold-Formed & Galvanized	20,000 pounds or more for rebar (category i.), per fabrication location 15,000 pounds or more for all others (categories ii – v), per fabrication location
Glass i. Flat Glass ii. Processed Glass iii. Insulated Glazing Units	2,000 square feet or more

The Contractor is not required to develop an EPD if one has not been developed by or for the manufacturer or supplier.

For projects that are active during the State Fiscal Year (April 1 - March 31) and are expected or known to meet the minimum quantities for reporting over the duration of the entire project, the Contractor shall complete and submit a “Contractor EPD Material Reporting Form” (Excel .xlsx format). The form is available on the Thruway Authority website at https://www.thruway.ny.gov/business/contractors/forms/index.html#contractor. The Contractor must submit the Contractor EPD Material Reporting form and all EPD(s) collected for the project to the Authority by emailing them to CarbonReports@thruway.ny.gov, with the Contract D number in the subject line of all e-mails. Questions about completing the form can be directed to the same e-mail address.

SPECIAL NOTE

DIESEL EMISSION REDUCTION ACT (DERA) REGULATORY COMPLIANCE

All New York State Thruway Authority (NYSTA) Contractors are made aware that Environmental Conservation Law (ECL) 19-0323 and the New York State Department of Environmental Conservation (NYSDEC) regulation 6 NYCRR Part 248 *Use of Ultra Low Sulfur Diesel (ULSD) Fuel and Best Available Retrofit Technology (BART) for Heavy Duty Vehicles* requires 100% compliance as of December 31, 2019 of all regulated heavy duty diesel vehicles working on all State awarded contracts. A link to NYSDEC's Part 248 Annual Reporting Requirements which states the current deadlines is located at: https://dec.ny.gov/regulatory/regulations/chapter-iii. NYSTA and its Contractors are responsible for annual reporting.

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

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

To allow for required reports to be submitted to NYSDEC by the regulatory deadline of November 1, each year, NYSTA Contractors shall submit DERA annual reports to NYSTA by October 1, of every year reporting the required information from the previous reporting year (i.e., all 2019/2020 information to NYSTA by October 1, 2020, etc.). The following numbered information shall be submitted:

1. Inclusion of "DERA" and calendar year being reported in subject line of email
2. Contact information including firm name, contact person, phone number and e-mail
3. Estimated annual total quantity of ULSD fuel used by covered vehicles on NYSTA contracts
4. Required Fleet information for covered vehicles on NYSTA contracts

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

SPECIAL NOTES

GREEN CONSTRUCTION REQUIREMENTS

ULTRA LOW SULFUR DIESEL FUEL

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

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

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

The Contractor shall repair deficiencies when any diesel powered construction equipment is in non-compliance. When non-compliance items are identified by NYSTA, the Contractor will be notified for correction within a 24-hour period.

SPECIAL NOTES

GREEN CONSTRUCTION REQUIREMENTS

CONTROLLING EXPOSURE TO DIESEL EXHAUST

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

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

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

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

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

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

SPECIAL NOTES

GREEN CONSTRUCTION REQUIREMENTS

DUST CONTROL

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

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

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

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

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

SPECIAL NOTE

GENERATOR KNOWLEDGE FOR DISPOSAL OF TREATED WOOD

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

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

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

SPECIAL NOTES
FOREST INSECT DISEASE CONTROL

MOVEMENT OF WOOD MATERIALS FROM PROJECT SITES

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

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

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

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

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

SPECIAL NOTE

BIRD / BAT WASTE AWARENESS

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

BRIDGE (BIN) PLATE

One Bridge Identification Number (BIN) plate will be required for each bridge in this contract. For each bridge there may, or may not, be an existing BIN plate.

Therefore, one of the following conditions will exist with regard to BIN plates for any particular structure:

Condition No. 1. A BIN plate is attached to the structure but the nature of the work to be done does not require its removal.

Condition No. 2. A BIN plate is attached to the structure and the nature of the work to be done requires its removal.

Condition No. 3. A BIN plate is attached to the structure and is defaced, or otherwise damaged.

Condition No. 4. A BIN plate is not attached to the structure.

Under Condition No. 1. the Contractor's sole obligation shall be to protect the plate from damage during the course of the work.

Under Condition No. 2. the Contractor shall be required to remove and store the BIN plate until such time as the BIN plate may be reinstalled without danger of damage. This requirement shall also apply if the BIN plate is being transferred from an existing abandoned bridge to a new in-service bridge. The Contractor shall furnish all necessary expansion anchors.

Under Condition No. 3. the Contractor shall be required to furnish and install a new BIN plate, and remove the damaged BIN plate. The Contractor shall furnish the panel with reflective background, numerals and expansion anchors. IF the BIN number cannot be deciphered the Engineer will supply the number.

Under Condition No. 4. the Contractor shall be required to furnish and install a BIN plate on the completed structure. The Engineer will supply the Bridge Identification Number. The Contractor shall furnish the panel with reflective background, numerals and expansion anchors.

Regardless of which condition governs the BIN plate installation, should damage occur to the BIN plate and the Engineer determines it cannot be repaired, the Contractor shall furnish a new plate consisting of the panel with reflective background, numerals, and expansion anchors at no expense to the State. If the Engineer determines the BIN plate may be repaired, repair shall be done at no expense to the State. This requirement applies to all four conditions.

The material requirements for the three parts of the BIN plate are:

Panel with reflective background. The aluminum panel and reflective background shall conform to the material and fabrication requirements of Material Specification 730-01, Aluminum Sign Panels. The background material shall be green reflective sheeting conforming to Materials Specification 730-05.01 (Class A Sheeting). The size of the panels shall be 1/8 inch thick by 3 inch by 12 inch. The panels shall

BRIDGE (BIN) PLATE

have two 5/16 inch drilled or punched holes for mounting, located 1/2 inch from the ends of the panel and 1 1/2 inch from the top or bottom of the panel. The reflective sheeting used to form the background shall be a minimum of 3 inches wide by 10 inches long, or may be a full 12 inches long.

Numbers. The numbers shall be reflective sheeting conforming to Materials Specification 730-05.01 (Class A Sheeting), except that the adhesive shall be pressure-sensitive such that the numbers can be applied to the background in the field. The numbers shall be 2 inches high and silver-white in color conforming to FHWA series C dimensions.

Prior to placing the cutout numbers on the panel, the reflective background shall be clean and free of dirt and oil which may adversely affect proper adhesion. The numbers shall be placed on the reflective background, perpendicular to the longitudinal axis of the panel, and vertically centered. The reflective background and numbers shall be coated and/or edge sealed in accordance with the recommendations of the sheeting manufacturer.

Expansion Anchors. 1/4 inch diameter by 1 1/2 inch long stainless steel nail drive expansion anchors meeting GSA Specification FF-S-325, #3.2.5.2 shall be used to attach the BIN plates to concrete and masonry surfaces.

The BIN plates shall be attached to the beginning abutment of the bridge using expansions anchors. The plate shall be placed high on the abutment, near the fascia of the bridge.

The cost of this work shall be included in the various items of the contract.

SPECIAL NOTE

ASBESTOS CONTAINING MATERIAL (ACM) WITH REMEDIATION

Asbestos-Containing Material (ACM) is present on this project and shall require disturbing, handling and disposal by the Certified Asbestos Contractor. ACM is identified on the project at the following locations:

- MP B19.04 Black Bituminous Layer Expansion Joint Material between wing walls and culvert.
- MP B12.89 Black Fibrous Mat Waterproofing Membrane at north and south bridge abutments between deck and headwall.
- MP 95.27 White Paint on eastern abutment.

The Asbestos Survey report included in the project documents details these identified ACM locations. The reported asbestos quantities are estimates and represent only an approximation for the convenience of the Contractor in estimating the overall extent of asbestos removal required. Appropriate items from Section 210 of the Standard Specification have been included for payment of the asbestos work.

Certifications: All employees involved in the removal or disturbance of any ACM shall be properly and appropriately certified in accordance with 12 NYCRR 56. This includes all individuals involved in all portions of the work including inspection, design, handling, supervision, and project/compliance air monitoring.

Work Performance: All work consisting of the removal and disposal of ACM shall be planned for and performed by the Contractor in accordance with Section 210 of NYS Department of Transportation Standard Specifications, 12 NYCRR 56, and where applicable Blanket Variance 14 (BV14)-Asbestos-Containing Non-Friable Materials on Bridges, Right-of-Way and Highways. The Contractor shall provide the Thruway Project Engineer with two (2) complete sets of record documents including chain-of-custody records, worker sign in/out sheets, proof of worker certifications, results of any daily monitoring, project monitor daily logs and visual inspection reports and any other such records as requested or as required by regulation and specifications.

When BV14 is applicable and appropriate for use, the Contractor shall note that BV14 assumes that ACM to be abated from bridges is in a non-friable state. Should this ACM be found in the field to have been made friable either by weathering/mechanical action or by the Contractor's activities during abatement, the Contractor shall handle and dispose of the material as asbestos waste and not as construction and demolition (C&D) debris.

Project/Compliance Air Monitoring: The Authority will provide a Project Monitor to monitor and provide final acceptance of the asbestos abatement project and conduct all necessary compliance air monitoring. The Contractor will need to notify the Thruway Project Engineer at least two weeks prior to the start of asbestos removal to make arrangements for project monitoring.

SPECIAL NOTE

PG BINDER AND MIX DESIGN LEVEL

Requirements of this note apply to all Section 404 Asphalt Pavement items in this contract, except for shim, permeable base, temporary pavements, and miscellaneous, which may use non-modified PG binders such as PG 64S-22 and PG 64H-22.

PG BINDER

Use polymer or Terminal Blend Crumb Rubber modified **PG 64V-22** (Very High) meeting the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR),* for the production of asphalt mixtures for this project. In addition, the binder grade must also meet the **elastomeric** properties as indicated by one of the following equations for $\%R_{3.2}$:

1. **For $J_{nr3.2} \geq 0.1$, $\%R_{3.2} > 29.371 * J_{nr3.2}^{-0.2633}$**
2. **For $J_{nr3.2} < 0.1$, $\%R_{3.2} > 55$**

Where:
$R_{3.2}$ is % recovery at 3.2 kPa
$J_{nr3.2}$ is the average non-recoverable creep compliance at 3.2 kPa

When terminal blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
- The CRM PG binder shall be 99% free of particles retained on the 600 µm sieve as tested in accordance with Section 5.4 of M 332.

Use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited for mixtures under this contract. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

MIX DESIGN

The mixture designs must be developed in accordance with the criteria specified in the asphalt pavement items that are appropriate for the Mixture Design Level of **75 Gyrations**.

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

ASPHALT WITH CRUSHED GLASS

SCOPE. This specification covers the requirements for the addition of crushed glass to asphalt mixtures. The provisions of Section 404 - Asphalt Pavements 406 – Asphalt Pavements with Fibers applies except that the Contractor has the option of blending of the crushed glass in the following mixes:

1 1/2 inch Nominal Max. Size
1 inch Nominal Max. Size
3/4 inch Nominal Max. Size
Truing and Leveling Course

If the Contractor chooses the crushed glass option, the following modifications to the Standard Specifications shall apply:

MATERIAL REQUIREMENTS

Crushed glass shall be subject to the approval of the Regional Materials Engineer prior to its use. The crushed glass shall contain no more than 1% (by weight) contaminants and shall meet the following gradation:

Sieve Size	Percent Passing
3/8 inch	100
1/4 inch	90 - 100
No. 30	0 - 20

Note: The gradation requirements may be modified upon approval by the Regional Materials Engineer.

Crushed glass may be included in the mixture up to 5%, maximum, of the total aggregate weight. The crushed glass, aggregate, and Performance-Graded Binder (PGB) shall meet the requirements specified in the Standard Specification §401-2.01 Asphalt Mixture Designs and §401-2.04 Performance-Graded Binder.

CONSTRUCTION DETAILS

The crushed glass shall be proportioned from a separate feed bin approved by the Regional Materials Engineer. In addition, all requirements pertaining to aggregate shall apply to crushed glass including the equipment requirements for automatic proportioning and recording as stipulated for aggregate in §401-3.08 Asphalt Mixing Plant.

METHOD OF MEASUREMENT. The provisions of §401-4 and §404-4, Method of Measurement, shall apply.

BASIS OF PAYMENT. The provisions of §404-5 and 406-5, Basis of Payment, shall apply.

USE OF RECLAIMED ASPHALT SHINGLES (RAS) IN THE PRODUCTION OF ASPHALT MIXTURES

DESCRIPTION. The provisions below cover the use of Reclaimed Asphalt Shingles (RAS) in the production of asphalt mixtures. Sections 401 and 402 of the NYS Standard Specifications apply except as modified herein.

MATERIAL REQUIREMENTS

The Contractor has the option of using the following:

- Manufactured Waste (MW) RAS may be used in shim, base, binder, and top courses (excluding 6.3 HMA Top Course, Waterproofing Bridge Deck Overlay, and Ice Retardant mixtures).
- Post Consumer Waste (PCW) RAS and may be used in shim, base and binder courses.

The RAS must be stockpiled at the plant facility and shall be subject to the approval of the Regional Materials Engineer (RME) prior to its use. RAS shall meet the following requirements:

- Shall be from a source that has obtained a beneficial use determination (BUD) from the NYS Department of Environmental Conservation (DEC) as specified in 6 NYCRR 360-1.15.
- Shall be certified to be asbestos free.
- Shall be completely free of nails. In addition, it shall contain no more than 1% by weight of other deleterious materials such as glass, wood, plastic, etc.
- Shall meet the following gradation:

Sieve Size	Percent Passing	
	Min.	Max.
¼ inch (6.3 mm)	100	-
#4 (4.75 mm)	90	100
#8 (2.36 mm)	75	90
#16 (1.18 mm)	50	70
#30 (0.600 mm)	30	55
#50 (0.300 mm)	15	40
#100 (0.150 mm)	5	25
#200 (0.075 mm)	-	15

The maximum RAS allowed in the mixture is 2% by weight of the total mixture. A Control Plan for using shingles in HMA shall be developed and submitted to the Regional Materials Engineer detailing the control and testing of the stockpiles. RAS shall be uniformly blended with RAP to reduce clumping and must be stockpiled separate from other stockpiles. Other methods of reducing RAS clumping can be utilized with the approval of the RME.

Rejuvenator. A rejuvenator shall be added to PCW RAS using a pugmill or similar equipment to pre-blend and stockpile the rejuvenated PCW RAS. Alternatively, a spray system may be used to spray the rejuvenator onto the PCW RAS prior to its introduction into the plant mixer. The

rejuvenator shall meet the requirements of ASTM D 4552, *Standard Practice for Classifying Hot-Mix Recycling Agents*. Other liquid products or methods which facilitate softening of the PCW RAS binder may be used with the approval of the Regional Materials Engineer. The application rate shall be as recommended by the rejuvenator supplier.

Mixture Design. Prior to production of the HMA, the mixture design shall be developed to meet all the requirements in the latest Materials Method (MM) 5.16, *Hot Mix Asphalt (HMA) Mixture Design and Mixture Verification Procedures,* available on the Department's website. The mixture design shall also meet the performance test criteria listed in the table below. The testing must be performed by an AASHTO Materials Reference Laboratory (AMRL) approved laboratory that has the capability of performing these tests. When RAS is used in conjunction with RAP, the total percentage of reclaimed material shall not exceed the maximum of 20% for Top Course and Binder Course, and 30% for Base Course currently allowed under the specifications during the production of HMA.

Mixture Performance Test Requirements

Tests	Specification Criteria
Dynamic Modulus, AASHTO TP 79	Report
Flow Number, AASHTO TP 79	200, min.
Flexural Beam Fatigue, AASHTO T 321, 750μ-Strains	10,000 cycles, min.
Overlay Tester, TxDOT TEX-248F	300 cycles, min.

Reclaimed PG Binder Ratio: The ratio of reclaimed PG binder from the RAP and RAS to the total PG binder content shall not exceed 0.2.

CONSTRUCTION DETAILS

The provisions of Section 401 and Section 402 apply except that the RAP/RAS stockpile shall be tested at a frequency of at least once per day of production to determine the asphalt content and the gradation of the combined reclaimed material.

REINFORCEMENT FOR CEMENT CONCRETE

Bar reinforcement and wire fabric reinforcement specified in the Contract Documents shall be in accordance with the following:

Bar Reinforcement used on this project shall meet the requirements of Section 709-01 *Bar Reinforcement, Grade 60,* or Section 709-14 *Bar Reinforcement, Grade 75,* as detailed on the plans. No substitutions will be allowed. Bar reinforcement for the items listed below shall be galvanized and fabricated in accordance with ASTM A767 and meet the requirements of Section 709-11 *Galvanized Bar Reinforcement*. The requirements of ASTM A767 Section 4.3 (Chromating) will not be waived.

Wire Fabric Reinforcement used on this project shall meet the requirements of Section 709-02 *Wire Fabric for Concrete Reinforcement*. No substitutions will be allowed. Where wire fabric reinforcement is required for any of the items listed below, it shall be galvanized in accordance with Section 719-01 *Galvanized Coatings and Repair Methods*, Type I. Galvanized wire fabric reinforcement shall be fabricated and galvanized in accordance with ASTM A123 and ASTM A767. The requirements of ASTM A767 Section 4.3 (Chromating) will not be waived.

Item Numbers that require the use of **Galvanized Bar Reinforcement** and/or **Galvanized Wire Fabric Reinforcement** on this project are as follows:

555.0021
555.0031
555.80020001
580.01
582.0052
582.99000016
586.0201

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

REQUIRED DOCUMENTATION FOR ALL ATTENUATING TERMINALS FOR GUIDE RAIL AND ALL ATTENUATORS

A minimum of two (2) weeks prior to installing any materials required under these items, the Contractor shall submit to the Engineer two (2) copies of the Manufacturer's Drawings, Design Manuals, Installation Manuals, and Maintenance Manuals prepared for the product and one (1) copy of the same manuals intended for the Section Supervisor of the Section where the unit is being installed. The project being installed shall be the manufacturer's most current approved unit. The submitted drawings and manuals shall match the provided product. The Contractor shall install the crash-cushion only after receiving authorization from the Engineer to do so. No payment shall be made until all the above drawings and manuals have been transmitted to the Engineer and the Section Supervisor.

Reflective sheeting shall be applied to the nose of each attenuating device installed. If sheeting is not specified, it shall consist of alternating 4-inch-wide yellow retroreflectorized stripes and black opaque stripes placed diagonally at 45 degrees or in chevron formation as directed by the Engineer. The retroreflectorized stripes shall conform to §730-05, Reflective Sheeting, ASTM Type IX (Class E). The reflective sheeting shall be rectangular in shape and cover the entire approach end of the attenuating terminal or attenuator. The cost of the reflective sheeting shall be included in the bid price for each attenuator and attenuating terminal.

SPECIAL NOTE

Item 606.27

The Contractor shall only use the MASH Test Level 3 Energy-Absorbing HPBO Terminal known as the MASH Sequentially Kinking Terminal – MSKT-SP-MGS Steel Post Terminal for 31" High Heavy Post Blocked-Out (Mod) Corrugated Beam Guide Rail. The Contractor shall install the MSKT with a 2-foot offset over the 50 foot length unless a lesser offset is specifically called for in the Contract Plans. The Contractor shall install the MSKT with the 12'-6" first End Panel length, and the 9'-4 ½" second panel length. **No substitution shall be permitted.**

The Vendor Information is as follows:

ROAD SYSTEMS, INC.
Central Headquarters and Manufacturing
3616 Old Howard County Airport
Big Spring, TX 79720
Phone: (432) 263-2435
Fax: (432) 267-4039
Website: http://www.roadsystems.com

10/17 BDK

DELIVERY AND PICK-UP
OF
SIGN PANELS, MILE MARKERS, DELINEATORS AND SNOWPLOW MARKERS

Overhead and ground-mounted sign panels, mile markers, delineators and/or snowplow markers included in the project will be supplied by the Thruway Authority and delivered to the Berkshire Spur Section Maintenance Facility (off I-90 Exit B3, MP B15.09) located at 751 Rock City Road, Old Chatham, NY 12136 for pick-up by the Contractor. The Contractor shall request the signs from the Engineer a minimum of 45 days prior to the scheduled installation. The Contractor shall inspect the condition of the signs and notify the Engineer of any defects prior to pick-up.

US CUSTOMARY ASPHALT PRICE ADJUSTMENT

ASPHALT PRICE ADJUSTMENT[1] CONVERSION FACTORS		
MATERIAL DESCRIPTION	**CONVERSION FACTOR**	**ITEM NUMBER[2]**
Bituminous Stabilized Course	0.065 t PGB/yd^3	302.01
Asphalt Treated Permeable Base, Type 2	0.035 t PGB/t	404.0289
Shim Course	0.0825 t PGB/t	404.0589
6.3 Top Course	0.067 t PGB/t	404.068X, 406.068X
9.5 Top Course, T&L, Shoulder Course	0.062 t PGB/t	404.09XX, 404.4189, 406.09XX
9.5 Stone Matrix Asphalt	0.067 t PGB/t	421.095Z01RR
12.5 Top Course, T&L, Shoulder Course, Binder Course	0.055 t PGB/t	404.12XX, 404.4289, 406.12XX
12.5 Stone Matrix Asphalt	0.060 t PGB/t	421.125Z01RR
19 Binder Course	0.049 t PGB/t	404.19X9, 404.4389, 406.19X9
19 Stone Matrix Asphalt	0.054 t PGB/t	421.195Z01RR
25 Binder Course	0.045 t PGB/t	404.25X9, 404.4489, 406.25X9
37.5 Base Course, Binder Course	0.040 t PGB/t	404.37X9, 404.4589, 406.37X9
Paver Placed Surface Treatment, Types A, B, and C	0.064 t PGB/t	415.0X0F0118
Micro-Surfacing, Quick-Set Slurry	0.078 t PGB/t	413.0X0F0118, 414.0X0F0118
Straight Tack Coat	0.0026 t PGB/gal	407.0103
Asphaltic Sealants (ASTM 6690)	0.0027 t PGB/gal	402.75XXXX18, 402.76XX0018
Chip Seal	0.0027 t PGB/gal	410.30, 410.02030006
Asphalt Emulsion for Cold Recycling	0.0027 t PGB/gal	416.02XX00RR, 416.20XX00RR, 416.2X, 416.21XX00RR
Fog Seal and Dilute Tack Coat	0.0016 t PGB/gal	407.0102, 407.01XXXXRR, 410.40, 416.30, 416.040000RR, 416.300000RR
PG Binder for Cold Recycling	0.0043 t PGB/gal	416.22, 416.030000RR, 416.22000018
Asphaltic Sealant – Clean & Seal	0.00004 t PGB/LF 0.225 t PGB/LNMI	402.76XX0008, 412.76XX0001
Asphaltic Sealant – Treating Cracks	0.240 t PGB/LNMI	412.76040001
Asphaltic Sealant – Rout & Seal	0.00005 t PGB/LF 0.270 t PGB/LNMI	402.760100RR, 412.760100RR, 412.760300RR
Repair of Asphalt Pavement, Temporary Asphalt	See Note 4	633.14, 633.15, 633.16, 619.06XX
Truing and Leveling, Asphalt Sidewalks, Driveways, Bike Paths, Gutters	See Note 5	404.0179, 404.0189, 406.0179, 406.0189, 608.020102, 624.02XXXX
Waterproof Bridge Deck Overlay	0.0725 t PGB/t	402.907X0X18

US CUSTOMARY ASPHALT PRICE ADJUSTMENT

ASPHALT PRICE ADJUSTMENT[1] CONVERSION FACTORS

Notes:

1. In accordance with Standard Specification §698-3.01, the index value for the asphalt price adjustment is the average posted price of Performance Graded Binder (PGB) for the month of bid letting.
2. Item Number - This is the contract pay item number under which these materials are most frequently paid. Unless indicated otherwise, materials similar to those indicated under the column entitled "Material Description" are also eligible for adjustment using the factor listed for a similar material with the same pay unit regardless of the actual contract pay item number.
3. Quality Adjustment Items (404/406/608/624) are not eligible for asphalt price adjustment.
4. Asphalt Price Adjustment Conversion Factor based on unit of TON of asphalt placed, not the pay unit of this item. The conversion factor for Asphalt Pavement Repair and Temporary Asphalt will be based on the actual asphalt mixture used.
5. The conversion factor for Truing and Leveling, Driveways, and other items that allow asphalt mix options, will be based on the actual asphalt mixtures used.
6. A two-digit suffix (RR) at the end of a contract pay item indicates a special specification.
7. The conversion factors for Asphalt Mixtures with slag shall be increased by 25%.
8. t = ton; LF = linear feet; LNMI = lane miles

US CUSTOMARY FUEL PRICE ADJUSTMENT

FUEL PRICE ADJUSTMENT[1] CONVERSION FACTORS		
MATERIAL DESCRIPTION	**CONVERSION FACTOR**	**ITEM NUMBER[2,7]**
Unclassified Excavation	0.35 gal/yd^3	203.02
Embankment	0.10 gal/yd^3	203.03, 620.XX
Fill	0.45 gal/yd^3	203.05, 203.06, 203.07, 203.08XX, 203.20, 203.21, 203.25
Controlled Low Strength Material	1.00 gal/yd^3	204.01, 204.02, 204.03, 204.04
Trench / Culvert / Structure Excavation	0.50 gal/yd^3	206.01, 206.0201
Bituminous Stabilized Course	1.40 gal/yd^3	302.01, 307.01
Subbase Course	1.00 gal/yd^3	304 Items
Asphalt Mixtures	2.50 gal/ton	404 Items[3], 405.01, 406 Items[3], 421 Items[3], 608.020102[3], 619.0601[4], 624.02XXXX[3,4], 633.14[3,4], 633.15[3,4], 633.16[3,4]
Diamond Grinding	0.13 gal/yd^2	505 Items[3]
Milling	0.10 gal/yd^2	490 Items
Cold Recycling Asphalt Concrete	0.08 gal/yd^2	416.XXXXXXRR
Portland Cement Concrete Pavement	1.00 gal/yd^3	502 Item[3], 503.1010, 603.1011, 503.1012
Fill Type Retaining Walls	0.45 gal/yd^3	554.30XX[5], 554.31[5], 554.4X[5]
Footing Concrete & Concrete for Structures – All classes	1.00 gal/yd^3	555.0104, 555.0105, 555.05, 555.06, 555.07, 555.08, 555.09, 555.10, 555.11, 555.0011, 555.0012, 555.0021, 555.0022, 555.0031, 555.0032
Structural Approach Slabs	0.33 gal/yd^2	557.2001, 557.2002, 557.2003, 557.2009, 557.22, 557.1011, 557.1012, 557.1013, 557.1019, 557.2019
Superstructure Slabs with bottom formwork	0.25 gal/yd^2	557.01XX, 557.07, 557.30, 557.41XX, 557.1111, 557.1112, 557.1113, 557.1119, 557.13, 557.2119
Superstructure Slabs - no bottom formwork	0.15 gal/yd^2	557.05XX, 557.09, 557.43XX, 557.1211, 557.1212, 557.1213, 557.1219, 557.2219
Overlay Concrete	0.05 gal/yd^2	584.3001nn, 584.3002nn, 584.3009nn, 584.3101nn, 584.3102nn, 584.3103nn, 584.3109nn, 584.3200nn, 584.0301nn, 584.0302nn, 584.0303nn, 584.0309nn, 584.0320nn
Concrete Barrier, Type A	0.16 gal/ft	606.3001, 606.3021, 606.3031
Concrete Barrier, Type B	0.19 gal/ft	569.01, 606.3002, 606.3022, 606.3032
Concrete Barrier, Type C	0.22 gal/ft	606.3003, 606.3023, 606.3033
Concrete Barrier, Half Section	0.11 gal/ft	569.02, 569.06, 606.3004, 606.3024, 606.3034
Concrete Barrier, Single Slope	0.23 gal/ft	569.05, 569.07, 606.3041, 606.3043, 606.3044

US CUSTOMARY FUEL PRICE ADJUSTMENT

FUEL PRICE ADJUSTMENT[1] CONVERSION FACTORS		
MATERIAL DESCRIPTION	**CONVERSION FACTOR**	**ITEM NUMBER[2,7]**
Concrete Barrier Texas & Wide, Single Slope	0.28 gal/ft	569.08, 606.3051, 606.3053, 606.3054
Concrete Barrier Half Section, Single Slope	0.17 gal/ft	569.04, 606.3061, 606.3063, 606.3064
Vertical Faced Concrete Parapet	0.10 gal/ft	569.03
Removal and Replacement of Structural Concrete	1.00 gal/yd^3	582.05, 582.0051
Gravel, Stone, Slag	1.00 gal/yd^3	411.01, 411.02, 411.03, 623.1X
Concrete Sidewalks and Driveways	1.00 gal/yd^3	608.01XX
Concrete Curb	0.10 gal/ft	609.04XX, 609.05XX
Topsoil	0.45 gal/yd^3	610.10, 610.11XX, 610.14XX
Turf Establishment - Performance	0.05 gal/yd^3	610.16010020

FUEL PRICE ADJUSTMENT[1] CONVERSION FACTORS

Notes:

1. In accordance with Standard Specification §698-3.02, the index value for the fuel price adjustment is the posted price for the month of bid letting.
2. Item Number - This is the contract pay item number under which these materials are most frequently paid. Unless indicated otherwise, materials similar to those indicated under the column entitled “Material Description” are also eligible for adjustment using the factor listed for a similar material with the same pay units regardless of the actual contract pay item number.
3. Quality Adjustment Items (404/406/502/505/555/557/569/582/584/608/624) are not eligible for fuel price adjustment.
4. Fuel Price Adjustment Conversion Factor based on units of TONS of asphalt placed, not the pay units of this item.
5. Fuel Price Adjustment Conversion Factor based on units of CY of backfill paid under this item, not the pay units of this item.

Compliance Requirements and Procedures

For Participation of
Disadvantaged/Minority/Women/Service-Disabled Veteran-Owned Business Enterprises
and
Equal Employment Opportunity
on
NYS Thruway Authority Contracts

(DBE/MWBE/SDVOB/EEO)

CONTRACT GOALS FOR DBE/MWBE/SDVOB PARTICIPATION

The New York State Thruway Authority herein after, ("Authority") is committed to providing and ensuring Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises, (WBE) Service-Disabled Veteran-Owned Business Enterprises (SDVOB) and Disadvantaged Business Enterprises (DBE) with opportunities to participate in the Authority's contracting and procurement processes in accordance with Title 49, Part 26 of the United States Code of Federal Regulations (CFR), New York State Executive Law, Articles 15-A, 17-B, and all applicable federal and state laws, rules, regulations and Executive Orders, including but not limited to Executive Order 177 - Prohibiting State Contracts with Entities that Support Discrimination, as incorporated herein and/or contained in the NYS Department of Transportation Standard Specifications Section 102, "Bidding Requirements and Conditions" to the extent applicable to the contract.

Goal(s) have been established for this Contract/Agreement, expressed as a percentage of the total Contract/Agreement amount as follows:

Disadvantaged Business Enterprise - DBE (Federal-Aid)

Disadvantaged Business Enterprise (DBE) Participation Goal: _____%

Directories and/or Information related to the current certification status of Disadvantaged Business Enterprises can be obtained from the New York State Certified DBEs website at: https://nysucp.newnycontracts.com

Minority/Women-Owned Business Enterprise - MWBEs (Non Federal-Aid)

Minority Business Enterprise (MBE) Participation Goal 11 %

Women's Business Enterprise (WBE) Participation Goal 11 %

Directories and/or information related to the current certification status of Minority/Women Business Enterprises can be obtained from the New York State Certified MWBE website at: ny.newnycontracts.com

Service-Disabled Veteran-Owned Business Enterprise (SDVOB)

Service-Disabled Veteran-Owned Business Participation Goal 3 %

Directories and/or information related to the current certification status of Service-Disabled Veteran Business Enterprises can be obtained from the New York State Certified SDVOB website at: ogs.nv.gov/veterans/

Equal Employment Opportunity

Minority 0 %

Female 0 %

For more information about the development of the goals, see Federal Register, Vol. 45, No. 194, at 65976-65991 (October 3, 1980) (minorities) and Federal Register, Vol. 45, No. 251 at 85750-85751 (December 30, 1980) (females). The text of these Federal Register notices can be found at Federal Register Notice: Vol. 45, No. 194, at 65976-65991 (October 3, 1980)

Training Special Provisions _____Yes ✓ No

Training/Special Provision supplements each of the foregoing prescribed specific Equal Employment Opportunity percentage goals for utilization of minorities and women in the performance of work for the geographic location of the contract, included in this Proposal entitled "Equal Employment Opportunity (EEO) Requirements."

CHART A

GOALS FOR MINORITY PARTICIPATION

County	%	County	%	County	%
Albany	3.2	Herkimer	2.1	* Richmond	
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	* Kings		St. Lawrence	2.5
* Bronx		Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	* New York		Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	* Queens		Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

* The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens and Richmond.

Electricians	9.0 to 10.2	Bricklayers	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers	6.3 to 7.5
Metal lathers	24.6 to 25.6	Iron workers (ornamental)	22.4 to 23.0
Painters	26.0 to 28.6	Cement masons	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers	13.0 to 15.5

All others ……..16.4 to 17.5

GOALS FOR FEMALE PARTICIPATION

Goal_____6.9%

COMPLIANCE REQUIREMENTS AND PROCEDURES

It is the policy of the New York State Thruway Authority ("Authority") to comply with the provisions of Article 15-A of the New York State Executive Law, which requires that every contract over $25,000 will afford equality of economic opportunities for minority group members and women, the facilitation of participation by minority-owned business enterprises and women-owned business enterprises. The Authority shall establish separate goals for participation of certified minority-owned business enterprises and women-owned business enterprises on all Authority contracts where applicable.

In addition, it is the policy of the Authority to ensure participation of DBEs on Federal-Aid contracts, pursuant to the provisions of Title 49, Part 26 of the United States Code of Federal Regulations.

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Business Enterprises ("SDVOBs"); thereby further integrating such businesses into New York State's economy. The Authority recognizes the need to promote the employment of service-disabled veterans and to ensure that certified SDVOBs have opportunities for maximum feasible participation in the performance of Authority contracts.

The Authority is further committed to providing equal training and employment opportunities to minorities and women to participate in the Authority's contracting and procurement processes, and by ensuring nondiscrimination in accordance with Appendix A - Standard Clauses for New York State Thruway Authority Contracts, including Clause 4 – Non-Discrimination Requirements, Clause 11 - Equal Employment Opportunities for Minorities and Women, Executive Order 11246, Executive Order 177, Training/Special Provisions and/or all applicable, federal, state, laws, rules, regulations and Executive Orders.

1. GENERAL PROVISIONS

A. The Contractor and/or all subcontractors/subconsultants, shall comply with the applicable laws, rules, regulations and provisions governed by this Contract/Agreement, in addition to any nondiscrimination or diversity practices and provisions of the Contract/Agreement at no additional cost to Authority.

B. These provisions and requirements shall be included in all subcontracting/subconsultant contracts/agreements so that these requirements and provisions shall be binding upon all subcontractors/subconsultants, performing work under this Contract/Agreement.

C. The Contractor/Consultant represents and warrants that, as a condition for award of the Contract, the Contractor/Consultant has submitted a Statewide Utilization Management Plan ("SUMP") via the NYS Contract System (NYSCS) if required by Authority, which lists all proposed Subcontractors/ subconsultants including an identification of the NYS certified DBE/MWBE/SDVOB subcontractors/subconsultants/ suppliers the Contractor/Consultant intends to use to perform the Work of the Contract and to achieve the DBE/MWBE/SDVOB Contract Goals established in the Contract Documents. In addition, or alternatively, Contractor/Consultant may have submitted a request for a waiver. Prior to award of the Contract, the Authority approved Contractor's/Consultant's plan to achieve the DBE/MWBE/SDVOB Contract Goals established in the Contract Documents (DBE/MWBE/SDVOB Utilization Plan) to the extent the Authority did not approve Contractor's/Consultant's request for a waiver of part or all of the DBE/MWBE/SDVOB Contract Goals. The Authority approval of the DBE/MWBE/SDVOB Utilization Plan approves a Subcontractor/Subconsultant only for the purpose of the DBE/MWBE/SDVOB Utilization Plan.

MBE PROVISIONS FOR NON-FEDERAL AID CONTRACTS AND AGREEMENTS

2. MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES (MWBEs)

In accordance with Article 15-A of the Executive Law, including regulations promulgated thereunder, the Authority has established the Minority-Owned Business Enterprise ("MBE") and/or Women-Owned Business Enterprise ("WBE") participation goals for this Contract/Agreement.. Contractor shall facilitate MWBE participation for the scopes of work to be performed under this Contract/Agreement, to satisfy the participation goals, or document good faith efforts taken to fulfill the goals in a manner prescribed by the Authority in accordance with the Compliance Requirements and Procedures specified herein.

The goals are applicable to the total amount payable under any Contract/Agreement awarded from this procurement and any changes made to the Contract/Agreement.

1. The Authority establishes MWBE goals for all applicable contracts. The MWBE goals for this Contract/Agreement are located on the "Contract Goals" page of this document and can also be found in the contractors/consultants documents for this Contract/Agreement.

2. For purposes of providing meaningful participation to certified MWBEs on this Contract/Agreement and in an effort to attain the certified MWBEs contract goals identified for this Contract/Agreement, the Contractor should reference the directory of MWBEs at the following internet address: ny.newnycontracts.com.

3. The Contractor understands that only sums paid to MWBEs for the performance of a Commercially Useful Function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal.

   In the performance of this Contract/Agreement, the monetary value of fees, or markup percentage, charged by the MWBE shall be deemed to represent the Commercially Useful Function of the MWBE serving as a broker.

4. The Contractor agrees to provide, upon request by the Authority, documentation and/or evidence of actions taken to demonstrate "Good Faith Efforts," in accordance with 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of this Contract/Agreement.

3. MWBE UTILIZATION REQUIREMENTS

The Contract's/Agreement's MWBE goals have been established by the Authority based on certified MWBE availability, job assignments, services to be performed and/or type of work to be performed under the Contract/Agreement.

In the performance of this Contract/Agreement, 60% of the total participation value shall be deemed to represent the Commercially Useful Function of the MWBE serving as a supplier and the mark up and/or broker's fee shall represent the Commercially Useful Function of the MWBE serving as a broker.

A. The Contractor shall certify that the Utilization Plan identifies all subcontractors/subconsultants reflected on Exhibit D of the Contract/Agreement.

B. The Contractor agrees to adhere to the approved MWBE Utilization Plan in the performance of the Contract/Agreement.

C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract/Agreement. Upon the occurrence of such a material breach, the Authority shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsible.

Utilization Plan - All Subcontractors (TA-W1022)

4. REPORTING

The Contractor is required to submit forms TA-1023 or TA-W1059 on or before the 10th of each month, following the month being reported. Monthly reports must be submitted via email, to Compliance@thruway.ny.gov, however, during the term of the contract, the Contractor may arrange to provide such reports via a non-electronic method to the Authority by the 10th day following the end of each month during the term of the Contract/Agreement.

TA-W1023 Payments to DBE/MWBE Subcontractor Firms

5. COMPLIANCE

The Contractor will comply with any procedures and guidelines established by the Director of the Division of Minority and Women-Owned Business Enterprise (hereinafter the Director) under the authority of New York State Governor's Executive Order 8, issued August 3, 1983 (hereinafter Executive Order 8) and will comply with any rules, regulations and orders of the Director as may be promulgated pursuant to or under the authority of Executive Order 8, or other applicable law or order.

6. MWBE WAIVERS

A. Prior to submission of a request for a partial or total waiver, Contractor shall speak to someone from the Authority's Office of Compliance for guidance.

B. In accordance with 5 NYCRR § 142.7, a Contractor that is able to document good faith efforts to meet the goal requirements, as set forth herein, may submit a request for a partial or total waiver on Form TA-W1077, accompanied by supporting documentation. A Contractor may submit the request for waiver at the same time it submits its MWBE Utilization Plan.

Supporting documentation of good faith efforts shall include, but not be limited to:

1. Evidence of targeted and specific outreach to MWBEs;
2. Logs, written correspondence, records of telephone contacts and other information to document responses from MWBEs to the Contractor outreach;
3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Authority with MWBEs; and,

5. Information describing specific steps undertaken by the Contractor to reasonably structure the Agreement's scope of work to maximize opportunities for MWBE participation.

C. If a request for waiver is submitted with the MWBE Utilization Plan and is not approved by the Authority at that time, the provisions of clauses (C - H) will apply.

   If the documentation included with the Contractor waiver request is complete, the Authority shall evaluate the request and issue a written notice of acceptance or denial within 20 business days of receipt.

D. Contractor shall attempt to utilize, in good faith, certified MWBEs, during the performance of the Contract/Agreement. Requests for a partial or total waiver of established goal requirements may be made to the Authority, at time of bid/proposal submission, subsequent to award of the Contract/Agreement or at any time during the term of the Contract/Agreement, but must be made no later than prior to the submission of a request for final payment on the Contract/Agreement.

E. If the Authority, upon review of the MWBE Utilization Plan and Monthly MWBE Form TA-1023 – Payments to DBE/MWBE/SDVOBs, determines that Contractor is failing or refusing to comply with the Contract's/Agreement's MWBE goals and no waiver has been granted in regards to such non-compliance, the Authority may issue a notice of deficiency to the Contractor.

F. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of the Contract's/Agreement's MWBE goals.

G. If the Contractor, after making good faith efforts, is unable to achieve the MWBE goals stated herein, the Contractor may submit a request for a waiver to the Office of Compliance. Such waiver request must be supported by evidence of the good faith efforts by the Contractor to achieve the maximum feasible MWBE participation towards the applicable MWBE goals. If the documentation included with the waiver request is complete, the Authority shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

H. If the Authority, upon review of the MWBE Utilization Plan and the forms TA-W1023 or TA-W1059 as described in Section 4, or any other relevant information, determines that the Contractor is noncompliant, deficient or failing to document the good faith efforts to meet the Contract's/Agreement's MWBE goals or requirements and no waiver has been issued in regards to such non-compliance, the Authority may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency letter within seven (7) business days of receipt. Such response may include a request for partial or total waiver of the Contract's/Agreement's MWBE goals.

Waiver requests shall be sent to the Authority's Office of Compliance at Compliance@thruway.ny.gov.

Contractor Forms:

Forms are located at: thruway.ny.gov/business/contractors/forms/index.html

Questions regarding compliance with MWBE participation goals, requirements and provisions should be directed to the Authority's Office of Compliance.

7. NON-COMPLIANCE

A. Where the Authority determines that the Contractor is not in compliance with the requirements specified herein and/or other contract requirements, refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor may be found in breach of the contract, which may result in withholding of any mobilization pay item and monthly estimates, a delay in award of the Contract/Agreement, a finding that the Contractor is non-responsible, and/or the Authority may impose liquidated damages.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

    1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

    2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract/Agreement.

C. In the event a determination has been made by the Authority, after Contractor has been afforded due process, which requires the payment of liquidated damages, Contractor shall pay such liquidated damages to the Authority within sixty (60) days after such determination or the Authority shall have the ability to withhold such amount from Contractor unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, in which event the liquidated damages shall be payable or withheld from the Contractor only in the event of a determination adverse to the Contractor following the complaint process.

SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES (SDVOB)

Article 17-B of the New York State Executive Law provides for meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Business Enterprises ("SDVOB"), thereby further integrating such businesses into New York State's economy. The Authority recognizes the need to ensure that certified SDVOBs have opportunities for maximum feasible participation in the performance of Authority contracts. In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractor is required to foster participation of SDVOBs in the fulfillment of the requirements of the Contract/Agreement.

In accordance with Article 17-b of the Executive Law, including regulations promulgated thereunder, the Authority has established the SDVOB participation goals for this Contract/Agreement, set forth in the "Contract Goals" page of this agreement.

Contractor shall facilitate SDVOB participation for the scopes of work to be performed under this Contract/Agreement, and/or document good faith efforts taken to achieve the goals in a manner prescribed by the Authority in accordance with the Compliance Requirements and Procedures specified herein.

1. SDVOB GOALS

The goals are applicable to the total amount payable under this Contract/Agreement and any changes made to the Contract/Agreement.

1. The Authority establishes SDVOB goals for all applicable contracts/agreements. The SDVOB goals for this Contract/Agreement are located on the "Contract Goals" page of this document and can also be found in the procurement documents pertaining to this Contract/Agreement.

2. For purposes of providing meaningful participation to certified SDVOBs on this Contract/ Agreement and in an effort to attain the certified SDVOB goals for this Contract/ Agreement, the Contractor should reference the directory of SDVOBs at the following internet address: https://sdves.ogs.ny.gov/business-search

3. Contractor must document "Good Faith Efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract/Agreement (see clause 4 below).

2. SDVOB UTILIZATION PLANS

A. In accordance with 9 NYCRR § 252.2(i), Bidders/Proposers are required to submit a completed SDVOB Utilization Plan on Form TA-W1022 within 10 business days of letting.

B. The Utilization Plan shall list the certified SDVOBs that the Contractor intends to use to perform work on the Contract/Agreement, a description of the work that the Contractor intends the SDVOB to perform to meet the goals on the Contract/Agreement, the estimated dollar amounts to be paid to a certified SDVOB, or, if not known, an estimate of the percentage of Contract/Agreement work the SDVOB will perform. By signing the Utilization Plan, the Contractor acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a

contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the award of the Contract/Agreement and during the term of the Contract/Agreement must be reported on a revised Utilization Plan and submitted to the Authority's Chief Compliance Officer for approval.

C. The Authority will review the submitted SDVOB Utilization Plan and advise the Contractor of the Authority's acceptance or issue a notice of deficiency within 20 business days of receipt.

D. If a notice of deficiency is issued, Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Authority a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Authority to be inadequate, the Authority shall notify the Contractor and direct the Contractor to submit, within five business days of notification by the Authority, a request for a partial or total waiver of SDVOB participation goals on Form TA-W1077 Contractor/Consultant Waiver Request. Failure to file the waiver request form in a timely manner may be grounds for disqualification of the bid or proposal.

E. The Authority may disqualify a Contractor's bid/proposal/letter of interest as being non responsive under the following circumstances:

(a) If a Contractor fails to submit a SDVOB Utilization Plan;

(b) If a Contractor fails to submit a written remedy to a notice of deficiency;

(c) If a Contractor fails to submit a request for waiver; or

(d) If the Authority determines that the Contractor has failed to document and/or demonstrate good faith efforts.

F. If Contractor is awarded a Contract/Agreement, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract/Agreement in accordance with the prescribed SDVOB compliance requirements and procedures for the Contract/Agreement goals set forth in this agreement.

G. Contractor further agrees that failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract/Agreement. Upon the occurrence of such a material breach, the Authority shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

3. SDVOB WAIVER

A. Prior to submission of a request for a partial or total waiver, Contractor shall speak with someone from the Authority's Office of Compliance for guidance.

B. In accordance with 9 NYCRR § 252.2(m), a Contractor that is able to document good faith efforts to meet the goal requirements, as set forth herein, may submit a request for a partial or total waiver on Form TA-W1077, accompanied by supporting documentation. A Contractor may submit the request for waiver at the same time it submits its SDVOB Utilization Plan.

If a request for waiver is submitted with the SDVOB Utilization Plan and is not approved by the Authority at that time, the provisions of clauses 2 (C), (D) & (E) will apply. If the documentation

included with the Contractor's waiver request is complete, the Authority shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

C. Contractor shall attempt to utilize, in good faith, certified SDVOBs, during the performance of the Contract/Agreement. Requests for a partial or total waiver of established goal requirements may be made to the Authority, at time of bid submission, subsequent to Contract/Agreement award or at any time during the term of the Contract/Agreement, but must be made no later than prior to the submission of a request for final payment on the Contract/Agreement.

D. If the Authority, upon review of the SDVOB Utilization Plan and Monthly SDVOB Form TA-1023 Payments to DBE/MWBE/SDVOBs determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been granted in regards to such non-compliance, the Authority may issue a notice of deficiency to the Contractor.

The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of the Contract/Agreement SDVOB goals.

Waiver requests shall be sent to the Authority's Office of Compliance at Compliance@thruway.ny.gov.

4. GOOD FAITH EFFORTS

In accordance with 9 NYCRR § 252.2(n), Contractor must document their good faith efforts toward utilizing SDVOBs on the Contract/Agreement. Evidence of required good faith efforts shall include, but not be limited to, the following:

(1) Copies of solicitations to SDVOBs and any responses thereto.

(2) Explanation of the specific reasons each SDVOB that responded to Contractor's solicitation was not selected.

(3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Authority with certified SDVOBs which the Authority determined were capable of fulfilling the SDVOB goals set in the Contract/Agreement.

(4) Information describing the specific steps undertaken to reasonably structure the Contract/Agreement scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.

(5) Other information deemed relevant to the waiver request.

5. MONTHLY SDVOB CONTRACTOR COMPLIANCE REPORT

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to the Authority during the term of the Contract/Agreement for the preceding month's activity, documenting progress made towards achieving the Contract/Agreement SDVOB goals.

This information must be submitted by the Contractor, using Form TA-1023 Payments to DBE/MWBE/SDVOBs available on the Authority's website, reflecting the preceding month's activities. Timely, complete and accurate forms must be submitted to

Compliance@thruway.ny.gov, by the 10th day of each month, with a courtesy copy to Thruway Project Engineer (TPE)/Engineer in Charge (EIC).

6. NON-COMPLIANCE

Where the Authority determines that the Contractor is not in compliance with the requirements specified herein and/or other contract requirements, refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the SDVOB participation goals, the Contractor may be found in breach of the contract, which may result in withholding of any mobilization pay item and monthly estimates, a delay in award of the Contract/Agreement, a finding that the Contractor is non-responsible, and/or the Authority may impose other breach of contract damages.

7. BREACH OF CONTRACT AND DAMAGES

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract/Agreement, shall be found to have breached the Contract/Agreement and Contractor shall pay damages equivalent to the Authority's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified Service-Disabled Veteran-Owned Business Enterprise programmatic goals for the specific Contract/Agreement.

Questions regarding compliance with SDVOB participation goals should be directed to the Authority's Office of Compliance.

All forms are available at:

For Contractors: thruway.ny.gov/business/forms-guidelines#contractors
For Consultants: thruway.ny.gov/business/forms-guidelines#consultants
For Purchasers: thruway.ny.gov/business/forms-guidelines#purchasing-services

EQUAL EMPLOYMENT OPPORTUNITY AND REMOVAL OF INSTITUTIONAL POLICIES OR PRACTICES THAT FAIL TO ADDRESS THE HARASSMENT AND DISCRIMINATION OF INDIVIDUALS

Contractor agrees to comply with all Authority Compliance Requirements and Procedures, in accordance with the terms and conditions of Appendix A – Standard Clauses for New York State Thruway Authority Contracts including Clause 4 – Non-Discrimination Requirements and Clause 11 - Equal Employment Opportunities for Minorities and Women.

Equal Employment Opportunities for minority group members and women ("EEO") and related provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws.

In the performance of this Contract/Agreement, Contractor shall demonstrate compliance with the Work Force Diversity Requirements and Procedures Regarding Equal Employment Opportunities for Minority Group Members and Women, pursuant to 5 NYCRR § 143, Executive Order 177, and all other applicable federal, state and local laws, rules and regulations.

The Contractor will be required to submit its written Policy Statement ensuring "Equal Employment Opportunity and Removal of Institutional Policies or Practices That Fail to Address the Harassment and Discrimination of Individuals," to the Authority within 10 business days after the letting/bid opening.

During the performance of this contract, the Contractor agrees to comply with the Equal Employment Opportunity (EEO) requirements specified herein.

1. DEFINITIONS – As used in these requirements, the following definitions will apply:

A. "Covered Area" means the geographical area described in the solicitation from which this contract resulted or the geographic area within which this contract will be performed.

B. "Authority" means the New York State Thruway Authority.

C. "Executive Director" means the Executive Director of the New York State Thruway Authority, or his/her duly authorized representative.

D. "Office of Compliance" means the Thruway Authority's Office of Compliance or his/her duly authorized representative.

E. "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department form 941.

F. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (a person of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast, Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification. Identification may be made by any suitable authority in the community such as an educational institution, religious organization, or a state agency).

2. NON-DISCRIMINATION CLAUSE

The Contractor will ensure equal employment opportunity by not discriminating against any applicant for employment because of race, color, religion, sex, national origin, age, disability, or marital status, regarding, (among other things) the following: upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

3. MINORITY AND WOMEN EMPLOYMENT GOALS

The Contractor shall make a good faith effort to ensure equal employment opportunity by taking the affirmative action's set forth in paragraph 5A through P of these requirements. The Bidder's/Proposer's/Contractor's/Consultant's/Engineer's success in achieving or bettering the goals set forth on the contract goals page, shall be a substantial factor in any determination of

whether the Contractor has complied with its obligation to ensure equal employment opportunity in the performance of this Contract/Agreement. The goals are expressed as percentages of the total hours of employment and training that the Contractor should reasonably be able to give to female or minority employees in a certain covered area. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract/Agreement, and in each trade. These goals were established from materials published by the NYS Department of Economic Development based on appropriate workforce, demographic or other relevant data or labor force developed by the Division of Minority & Women's Business Development utilizing the 1990 Census Data.

4. AFFIRMATIVE ACTION STEPS AND NON-FEDERAL TRAINING REQUIREMENTS

The Contractor shall implement affirmative action steps at least as extensive as the following:

A. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority and female individuals working at such sites or in such facilities.

B. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

C. Maintain a current file of the name, address, and telephone number of each minority and female off-the street applicant and minority or female referral from a union, a recruitment source, or community organization and of the action which was taken with respect to each such individual.

If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in writing to the Office of Compliance and noted in the file with the reasons therefore, along with whatever additional actions the Contractor may have taken.

D. Provide immediate written notification to the Office of Compliance when the Contractor has information that the union referral process has impeded the Contractor's efforts to meet its obligation.

E. Develop on-the-job training opportunities and/or participation in training programs which expressly include minorities and women, including upgrading programs and apprenticeships and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the United States Department of Labor, the New York State Department of Labor, or the New York State Thruway Authority and appropriate for utilization on New York State Thruway Authority projects. The Contractor shall provide notice of these programs to the sources compiled under 5B. above. If the Contractor fails to develop or participate in such apprentice or training programs, its failure to meet the goal set forth herein will be presumed to be noncompliance with these requirements.

F. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its equal employment opportunity obligations, by including it in any

policy, annual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, and other similar items, by specific review of the policy with all management personnel and with all minority and female at least once a year, and by posting the Contractor's equal employment opportunity policy on bulletin boards accessible to all employees at each location where work under this contract is performed.

G. Review, at least annually, the Contractor's equal employment opportunity policy and affirmative action obligations under this requirement with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decision, including specific review of these items with on-site supervisory personnel such as superintendents, general forepersons, etc., prior to the initiation of work at any job site.

A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

H. Disseminate the Contractor's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to, and discussing the Contractor's equal employment opportunity policy with, other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

I. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screening procedures, and tests to be used in the selection process.

J. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

K. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or marital status.

L. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other similar activities.

M. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under this requirement are being carried out.

N. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

O. Send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this requirement

and post copies of the notice in conspicuous places available to employees and applicants for employment.

P. Conduct a review, at least annually, of all supervisors' adherence to, and performance under, the Contractor's equal employment opportunity policies and affirmative action obligations.

5. CONTRACTOR/CONSULTANT ASSOCIATIONS

Contractor is encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations. The efforts of a contractor association**,** joint contractor union, contractor community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling one or more of its obligations under this requirement provided that the Contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

6. TRANSFER OF MINORITY OR FEMALE EMPLOYEES

Through implementing the affirmative action's set forth above and the Contractor's other efforts to ensure equal employment opportunity, the Contractor must have made a commitment to employ minorities and women throughout the life of the contract. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be violation of the contract.

7. CREDITING NON-WORKING TRAINING HOURS TOWARD EMPLOYMENT GOALS

In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor, the New York State Department of Labor or the New York State Thruway Authority and appropriate for utilization on the New York State Thruway Authority projects.

8. REQUIRED RECORDS

A. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the Contractor's equal employment opportunity policy is being carried out and to keep records. The records shall include the names, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed for each employee.

Records shall be maintained in an understandable and retrievable form. To the extent that records kept by the Contractor for other purposes satisfy the requirements of this paragraph, the Contractor need not maintain separate records.

B. Contractor shall submit on a monthly basis "Monthly Workforce Utilization Composite" (Form TA-W1017) to the TPE/EIC for approval and submitted electronically upon approval to Compliance@thruway.ny.gov. The report shall reflect a monthly composite of the total cumulative hours of work for the entire project workforce (including all subcontractors) from the start of the contract through the contract ending date. For the purpose of composite reporting, the employment and training hours for females and minorities shall be calculated separately. Female utilization hours (minority and non-minority) shall be counted towards female utilization and minority female utilization hours shall also be counted towards minority utilization hours.

C. All records required by this Section must be retained for a period of six years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Authority or the Office of Compliance.

9. GOALS NOT TO BE USED TO DISCRIMINATE

The Contractor shall not use the goals or affirmative action requirements to discriminate against any person because of race, color, religion, sex, national origin, age disability, or marital status.

10. AVAILABILITY OF CONTRACTOR'S RECORDS

The Contractor will furnish all information and reports as may be required by the Authority or by rules, regulations and orders incorporated herein by the Authority and will permit access to its books, records and accounts by the Authority's Office of Compliance for purposes of monitoring and investigating compliance with these requirements and such rules, regulations, orders, procedures and guidelines.

11. ENFORCEMENT

In order to determine whether the Contractor has complied with the requirements, the Authority may proceed by order to show cause, compliance conference, hearing or any other lawful procedure upon due notice in writing to the Contractor. In the event the Authority finds that the Contractor has failed to comply with these requirements, this contract may be canceled, terminated, or suspended in whole or in part or liquidated damages may be imposed in accordance with the procedures authorized in Section 312 of Executive Law 15-A, Section 40 of the Highway Law, provisions of this Contract/Agreement, relevant laws and statutes as deemed appropriate by the Authority, at no cost or liability to the Authority.

In accordance with EO 177 entitled "Prohibiting State Contracts with Entities that Support Discrimination", provisions of this Contract/Agreement and Section 40 of the Highway Law, the Contractor may be declared ineligible for further New York State government contract or construction contracts, and such other sanctions may be imposed and remedies invoked as deemed appropriate by the Authority by rule, regulation, or order of the Authority, or as otherwise provided by law.

12. CONTRACTOR'S RESPONSIBILITY REGARDING COLLECTIVE BARGAINING AGREEMENT

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these requirements, any rules, regulations, procedures and guidelines promulgated or established pursuant to Executive Order 21.

13. APPLICABILITY TO SUBCONTRACT

As per Section 312 of Executive Law 15-A the Contractor will physically include the document Equal Employment Opportunity Requirements as part of every subcontract or purchase order unless exempted by rules, regulations, or orders of the Director, pursuant to the Executive Order 8, and such requirements shall be binding upon each subcontractor, service provider, or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions, including sanctions for

noncompliance; provided, however that in the event the Contractor becomes involved in or is threatened with litigation by a subcontractor or vendor as a result of any provision or direction issued pursuant to these requirements or by the Authority, the Contractor may request the State of New York to enter into such litigation or dispute to protect the interests of the State of New York.

14. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

The Contractor will designate and make known to the Office of Compliance who will have the responsibility for and must be capable of effectively administering and promoting an active Contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

15. COMPLAINTS OF ALLEGED DISCRIMINATION/SEXUAL HARASSMENT

The Contractor will promptly investigate all complaints of alleged discrimination/sexual harassment made to the Contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination/sexual harassment may affect persons other that the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his or her avenues of appeal, including the New York State Division of Human Rights and Equal Employment Opportunity Commission.

The Contractor shall inform the Office of Compliance (within 24 hours) in writing of any formal or informal complaint, incident or any issue of discrimination/sexual harassment. Results of investigation must be submitted to the Office of Compliance within ten (10) days of the complaint.

TRAINING SPECIAL PROVISIONS

TA-1041 – Training Report
TA-1046 – Monthly Training Report

This work shall consist of the employment and meaningful and effective training of minority and women in New York State Thruway Authority approved training programs leading to their qualification as journeyworkers in the skilled trades required in highway construction. This Training/Special Provision supplements the Equal Employment Opportunity requirements included elsewhere in this Proposal entitled “Equal Employment Opportunity (EEO) Requirements”. Each of the foregoing prescribed specific percentage goals for utilization of minorities and women in the performance of work for the geographic location of the contract.

GENERAL: The primary objective of this Training/Special Provision is to provide training opportunities to minorities and women in construction trades for two purposes:

1. To maintain a pool of qualified minorities and women to replace those journeyworkers who, in the natural course of events, will leave the workforce; and

2. To provide minorities and women as indentured apprentices or trainees in those geographic areas where shortages in minorities and women journeyworkers are recognized because of the Contractor's inability to meet the EEO goals set forth in this contract.

Each contract which contains this Training/Special Provision shall require the training of at least one minority or woman indentured apprentice or trainee. Such individual shall be approved by the Authority. Other than this initial training obligation, to be undertaken and provided by the Contractor, no additional training obligations will exist under this Training/Special Provision unless the goals for minority and women employment and training in the skilled workforce are not continuously met on the contract and generally distributed amongst the trades. In the five counties of New York City, the goals specified for each trade are applicable and must be met. Whenever the goals are not met, additional minorities and/or women indentured apprentices and/or trainees will be assigned or approved in numbers necessary to meet the goals. Data necessary to determine if goals are being met will be provided on Contractor and Subcontractor Employment Utilization Reports (Form TA-1017-9). The data will be verified by the visual observance of the Project Engineer, or designated project inspectors, and hours of employment reported on Contractor or Subcontractor certified weekly payrolls.

The number of minorities and women indentured apprentices and trainees required to be trained under this item shall not exceed 12% of the total journeyworker workforce on the contract, i.e. no more than 1 in 8 of the skilled workforce is required to be a minority or woman indentured apprentice or trainee. This limitation applies regardless of minority and women representation in the trades. However, this limit on required training in no way absolves the Contractor of the responsibility to comply with the EEO requirements.

PRE-AWARD MEETING: Before the Contractor will be allowed to begin work, the Contractor shall attend a Pre-award Meeting and shall submit for Authority use and acceptance, a Workforce and Training Utilization Schedule (Form TA-1024) which shall be correlated to the Contractor's contract work schedule. The Schedule shall include at least the following information:

1. A work schedule for the entire contract,

2. An estimate of the work force required to conform to the work schedule on a monthly basis including an estimate of the workforce in each trade and/or work classification projected to be used including Subcontractors,

3. Separate estimates of the number of minorities and women indentured apprentices or trainees that would be required in each skilled trade to meet the contract EEO employment goals for that trade assuming no minorities or women journeyworkers in the workforce,

4. The proposed training programs to be used and the starting dates for training in each trade and/or work classification,

5. An estimate of the availability of minorities and women journeyworkers in numbers sufficient to meet the EEO contract goals, and

6. Any proposal by the Contractor to use trainees or indentured apprentices to make up for anticipated EEO goal shortfalls. Such proposals shall include the name and craft of any individual proposed by the Contractor as the required trainee or indentured apprentice. In the case of an indentured apprentice, evidence of indentureship and registration of the approved apprenticeship program must be included.

No contract work may be undertaken until the Authority has accepted the Workforce and Training Utilization Schedule. The Contractor shall submit a revised Workforce and Training Utilization Schedule at such times as major changes in the contract work schedule occur which substantially affect the previously submitted schedule.

RECRUITMENT: Although the training requirements of this Training/Special Provision are not intended, and shall not be used to discriminate against any applicant for training, whether a member of a protected class or not, it is recognized that non-minority males have traditionally been and continue to be trained, either formally or on-the-job in an informal manner, for work in the trades utilized in construction work. Therefore, until such time that representative numbers of minorities and women complete training and their utilization as journeyworkers is demonstrated to the extent of the participation goals as set forth in the Authority's construction contract, training required under this Training/Special Provisions will be primarily limited to minorities and women.

Thus, the Contractor shall demonstrate compliance with the intent of this Training/ Special Provision by affording the Authority the opportunity to:

1. First, approve the use of a minority or woman indentured apprentice known to the Contractor through an existing Joint Apprenticeship Training program, or

2. Second, provide a partially trained minority or woman trainee who is currently enrolled in a New York State Department of Labor approved training program, or

3. Third, work cooperatively with the Contractor in recruitment of new minorities or women trainees, when needed.

In conformance with the foregoing, the Authority's Form TA-1018 (Request for Personnel), should be submitted to the TPE/EIC for submission to the Authority's Office of Compliance. The Contractor shall allow reasonable time for the Authority's Office of Compliance to ensure on-the-job orientation for approved apprentices or assigned trainees within their first month of employment.

WORK HISTORY: No individual shall be employed as a trainee in any trade and/or work classification in which such person has successfully completed a training course providing journeyworker status in the same trade or work classification, or in which such person has been gainfully employed as a journeyworker by virtue of informal on-the-job training. Detection of individuals in the above categories may be accomplished by including appropriate questions on employee application forms, inquiries to the Authority's Office of Compliance, checking personal references, or by other suitable means. Regardless of the method used, the Contractor shall document the finding for each indentured apprentice or trainee provided training under this requirement. A copy of the finding shall be given to the Authority's Office of Compliance. In the case of indentured apprentices, evidence of indentureship in a registered approved apprenticeship program shall also be submitted.

SUBCONTRACTING: In the event the Contractor subcontracts a portion of the contract work, the Contractor shall ensure the requirements of this Training/Special Provision are physically incorporated in such subcontracts to ensure the workforce utilization by the Subcontractor meets the goals for minorities and women employment and training, either independently or in combination with the prime Contractor's workforce. The Contractor must determine the hours of training, if any, and in which trade or work classification, minorities or women indentured apprentices or trainees are to be trained by the Subcontractor(s). However, the Contractor shall retain the primary responsibility for meeting the training requirements of this Training/Special Provision. Subcontractors are herewith advised that disregard of these requirements may result in the Authority either rescinding approval for work on this contract or disapproving their use on subsequent Authority contracts.

TRAINING PROGRAMS: The minimum length, type of training, and rate of pay for the trade or the work classification of the trade will be specified in the training program approved or sanctioned by the New York State Department of Labor.

Where training is to be provided under this Training/Special Provision, the Contractor shall obtain acceptance and/or approval of the training program to be used, and the starting time for training, prior to commencing training. The Contractor shall provide on-the-job training directed toward developing journeyworkers in the trade, or work classification(s) of the trade involved. To the extent the work involved on the contract permits, such training should include all phases and facets of a trade, or work classification of a trade, to satisfy usual construction industry requirements for continued or future employment therein.

It is the intent of this Training/Special Provision that training will be provided in construction trades rather than clerical type positions. Training may be permitted, in unique circumstances, in lower level management positions such as office engineers, where the training is oriented toward construction related activities. Some off-site training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of an overall training program. Both off-site and lower level management training are subject to the Authority's approval.

TRAINEE WAGES: An employee on any New York State Public Works Contract must be paid the full journeyperson prevailing wage unless such employee is individually registered in an approved and registered New York State Department of Labor Apprenticeship Program.
It is the responsibility of the Contractor to ascertain the status of any employee utilized to satisfy the trainee requirements under this contract, and to ensure that all New York State Department of Labor apprenticeship requirements are met.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyworker wage rate on the wage determination which provides for less than full benefits for apprentices.

DURATION OF TRAINING: Once an indentured apprentice is approved or a trainee is assigned to the contract under the Training/Special Provision, that individual shall be trained in the designed trade throughout the duration of the contract whenever such trade is in use on the

contract until the trainee or apprentice has completed the approved training program. Where training is provided under a multiphase apprenticeship or training program, it is expected that training will be provided continually through all phases to the extent that opportunities for such training exist in the work under contract. Upon satisfactory completion of a phase of training under a multiphase training program, if further appropriate and required training is not available and work in the work classification of the completed phase is available, the minority or woman indentured apprentice or trainee shall continue employment, and be compensated at the prevailing journeyworker wage rate for such work. Hours of employment as a journeyworker described above will not be credited toward training hours required by the approved training or apprenticeship program.

If an indentured apprentice or trainee is terminated before completion of the contract for any reason other than seasonal lay-off or completion of work in that trade, the Contractor shall hold a counseling session with the Authority's Chief Compliance Officer and the individual to explain the reasons for termination. Documentation that the counseling session was held and the reasons for termination shall be given to the Authority's Chief Compliance Officer.

REQUIRED RECORDS: The Contractor shall provide each minority or woman trained under this provision with a certification showing the type and length of training satisfactorily completed. In addition, the Contractor shall keep records on the job site indicating the nature and hours of training provided to each trainee or indentured apprentice and furnish weekly reports documenting performance under this Training/Special Provision to the Project Engineer. No measurement will be made of training provided to indentured apprentices or trainees for whom no work history has been provided to the Project Engineer. In addition, no measurement will be made of training provided to apprentices for whom no evidence of indentureship in a registered apprenticeship program has been provided to the Project Engineer.

NO PAYMENT FOR TRAINING: No payment will be made for the training required of the Contractor under this Training/Special Provision. The required training is a labor cost which is included in the lump sum bid by the Contractor for the items of work comprising the contract.

(1) Journeyworker means a person who is capable of performing all the duties within a trade or a given work classification of a trade.

WORKFORCE UTILIZATION/GROSS WAGES REPORTING

In accordance with the requirements pursuant to Executive Order (EO) 162, Contractors must report employee workforce utilization on a monthly basis and gross wages on a quarterly basis for its company and all subcontractors in accordance with EO 162, as follows:

A. EO 162 (Monthly/Quarterly) Workforce Utilization/Gross Wages Reporting

Construction Contractors/Subcontractors are required to submit (Monthly) Workforce Utilization and (Quarterly) Workforce Utilization/Gross Wages Reports for their firm and all subcontractors.

(Monthly)Workforce Utilization/ (Quarterly) Gross Wages Reports are required to be electronically submitted to WorkforceUtilizationReportConstruction@thruway.ny.gov.

(Monthly) Workforce Utilization report for the preceding month must be submitted by the 10th of each month, for the Contractor and all subcontractors.

The (Monthly) EO 162 Workforce Utilization/Gross Wages Reporting are located on the Thruway website at: thruway.ny.gov/business/forms-guidelines#workforce-utilization-report.xls

(Quarterly) - Workforce Utilization, including Gross Wages Reports for quarterly reporting must be submitted by 10th of April, July, October and January, for the Contractor and all subcontractors.

The (Quarterly) EO 162 Workforce Utilization/Gross Wages Reporting are located on the Thruway website at: thruway.ny.gov/business/forms-guidelines#workforce-utilization-report.xls

B. Form TA-1017 Monthly Workforce Utilization Composite Report

Form TA–1017 (Monthly) Workforce Utilization Composite report must be completed for each calendar month by the Contractor reflecting the cumulative total work hours of employment to date for the entire workforce.

Form TA-1017 (Monthly) - Workforce Utilization Composite Report, must be approved by the TPE/EIC and electronically submitted prior to the 10th of the month to Compliance@thruway.ny.gov.

Form TA-1017 (Monthly) - Workforce Utilization Composite Report is located on the Thruway website at: thruway.ny.gov/business/dmwbe/ta-w1017.xls

NONDISCRIMINATION

The Contractor shall comply with the provisions of the Human Rights Law, and all other state and federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Questions regarding compliance with Workforce Utilization/Gross Wages Reporting should be directed to the Authority's Office of Compliance.

MOBILIZATION AND PAYMENT OF ESTIMATES/INVOICES

Processing of mobilization, estimates and/or invoices is contingent upon Contractor demonstration and/or documentation of compliance with **all** of the Authority's Disadvantaged Business/Equal Employment Opportunity/Minority/Women and Service-Disabled Veteran Owned-Business Enterprise Contract/Agreement requirements and provisions.

Forms listed herein may be revised, updated, at the Authority's sole discretion and are required during the covered period, under the reporting schedules established by the Authority.

DBE/EEO/MWBE/SDVOB forms, requirements and reporting schedules will be discussed during the pre-award meeting or by contacting the Authority's Office of Compliance.

REPORTING AND SUBMISSION SCHEDULES

Contractors are required to submit the following forms or reports by the 10th of each month, for the preceding month's activities to: Compliance@thruway.ny.gov

TA-W1017 Monthly Workforce Utilization Composite
TA-W1023 Payments to D/M/WBE Subcontracting Firms
TA-1024 Workforce and Training Utilization Schedule
TA-W1046-9 Weekly Training Progress Report

The above forms or reports must accurately reflect the information reported on the following forms:

TA-W1022-9 Utilization Plan
TA-W1024-9 Workforce and Training Utilization Schedule
TA-W1041-9 Training Report
TA-W1064-9 Construction Contractors Annual EEO Report

Contractors are also required to submit the following forms or reports by the 10th of each month, for the preceding month's activities to:
WorkforceUtilizationReportConstruction@thruway.ny.gov

EO 162 - Monthly Workforce Utilization/Gross Wage Report
EO 162 - Workforce Utilization/Quarterly Gross Wage Report

All Authority Forms are available at:

http://www.thruway.ny.gov/business/contractors/forms/index.html

Timely, complete and accurate reports shall be submitted as required and/or upon request.

STATE WAGE RATE INFORMATION

WAGE RATES

The New York State Thruway Authority does not represent or warrant that the accompanying schedule of wages with the classification of workmen, mechanics and laborers, as required by Section 220 of the Labor Law, is complete and it reserves the right to revise such schedule when required.

In the event that revisions are made before the letting date, an amendment will be issued by the Department of purchasers of plans. In the event that the current wage rate schedule should expire before the contract for this project becomes effective the said wage rate schedule will be recertified and the Contractor will be bound by such revised schedule as recertified.

Labor classifications not appearing on this rate sheet can be used only with the consent of the Chief Engineer of the Authority and then the rate to be paid will be given by the Chief Engineer of the Authority after consulting with the State Department of Labor.

All requests for minimum wage rates for additional occupations shall be directed through the Chief Engineer, Thruway Authority.

By legislation effective August 9, 1975, if the prevailing rate of wages or the prevailing practices for supplements as determined by the State Labor Department changes after the contract is let, the Thruway Authority shall request of the State Labor Department a redetermination of the schedules of wages and supplements and such revised wage rates and supplements shall be annexed to and form a part of the contract for the work. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the work is being performed. The bidder shall take into account in his bid prices all changes in wage rates and supplements that may be forthcoming during the time the contract is in force.

The bidder shall take into account in his bid prices all changes in wage rates and supplements that may be forthcoming during the time the contract is in force.

Pursuant to Section 220-A of the New York State Labor law, the prime Contractor must provide each approved subcontractor with a copy of the schedule of wages and any supplements as specified in this Contract.

The prime Contractor must immediately obtain from each approved subcontractor a certification (TA-44105) of their receipt of, and agreement to pay the applicable prevailing wages as specified in this contract. The prime Contractor shall retain all Subcontractor certifications and provide these certifications to the Authority prior to the processing of the final payment.

The prime Contractor must submit an affidavit (TA-44115) verifying the proper payment of wages to its own employees prior to the processing of the final payment. All completed certifications and affidavits must be originals and be properly signed and notarized.

SPECIAL NOTICE TO BIDDERS IN RELATION TO OVERTIME DISPENSATION

All bidders, in submitting their bids, should base their bids and work progression on the assumption that Overtime Dispensation pursuant to Article 8 of the New York State Labor Law, for any workmen, laborers and mechanics to work more than 8 hours in any one calendar day or more than five days in any one week will not be granted for any operation for the contract duration. Subsequent to award, where the contract documents have imposed specific scheduling and/or phasing requirements or where it is determined by the Authority to be in the best interest of the public, the Authority may process, for approval by the New York State Department of Labor, requests for Overtime Dispensation on certain specific operations and, in the event approval is granted, there shall be no adjustments therefore in any bid prices.

SPECIAL NOTE
STATE PREVAILING WAGE RATES

The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the Contractor shall obtain and pay workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at https://dol.ny.gov/bureau-public-work-and-prevailing-wage-enforcement. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL web site, navigating to the appropriate web page, and entering the Prevailing Rate Case No. (PRC#). The PRC# is provided on NYSDOL Form PW-200 included in this contract Proposal.

A copy of the project specific prevailing wage rate schedule will be provided to the successful bidder upon award of the contract. Upon written request, the schedule will be provided by the Thruway Authority to prospective bidders without internet access.

The Thruway Authority is providing information regarding the new Public Work Contractor and Subcontractor Registry requirement recently enacted by New York State.

Starting December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i.

Private projects subject to Article 8 of the Labor Law include those covered by Labor Law Sections 224-a (public subsidy funded projects), 224-d (renewable energy systems), 224-e (broadband projects), 224-f (climate risk-related and energy transition projects and roadway excavations.)

The law defines a “contractor” as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration or custom fabrication. The law defines “subcontractor” as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

Contractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024. Subcontractors also need to register before commencing new work on a covered project on or after December 30, 2024. The Thruway Authority encourages all contractors and subcontractors to register as soon as possible and obtain a Certificate of Registration to avoid negatively impacting a bidding period or project schedule.

Information required to register from the New York State Department of Labor's website for this process can be found here: https://dol.ny.gov/contractor-and-subcontractor-landing. For any further questions you can also contact the Bureau of Public Work and Prevailing Wage at 518-457-5589.

Kathy Hochul, Governor

Roberta Reardon, Commissioner

NYS Thruway Authority

John McCool, Construction Specialist 1
200 Southern Blvd.
Albany NY 12209

Schedule Year 2025 through 2026
Date Requested 01/05/2026
PRC# 2026000073

Location MP 95.27, MP B12.89, MP B19.04
Project ID# D215081
Project Type Rehabilitation of Various Bridges on I-87 and I-90 at Mileposts 95.27, B12.89 and B19.04

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2025 through June 2026. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Contractor Registry

Effective December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects, or private projects covered by Article 8 of the Labor Law, are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. To register, contractors and subcontractors must submit an application through NYSDOL's Contractor Registry portal which is available through the agency's Management System for Protecting Worker Rights (MPWR) https://mpwr-public.labor.ny.gov/en/login.

For additional information, please visit online.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website

www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment.Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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

Kathy Hochul, Governor

Roberta Reardon, Commissioner

NYS Thruway Authority

John McCool, Construction Specialist 1
200 Southern Blvd.
Albany NY 12209

Schedule Year 2025 through 2026
Date Requested 01/05/2026
PRC# 2026000073

Location MP 95.27, MP B12.89, MP B19.04
Project ID# D215081
Project Type Rehabilitation of Various Bridges on I-87 and I-90 at Mileposts 95.27, B12.89 and B19.04

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:
[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

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

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.ny.gov* or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

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

NEW YORK STATE OF OPPORTUNITY. Department of Labor

Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor**, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

• **Civil Penalty**	First offense: Up to $2,500 per employee Subsequent offense(s): Up to $5,000 per employee
• **Criminal Penalty**	First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year. Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

WE ARE YOUR DOL

NEW YORK STATE Department of Labor

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: https://dol.ny.gov/bureau-public-work

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is $250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training “prior to the performing any work on the project.”

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.)*
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.
Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.
Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.
Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

*Contractor Registry (LL 220-I): Effective December 30th, 2024
Labor Law Section 220-i(6) prohibits contractors from bidding on public work and prohibits both contractors and subcontractors from commencing work on private and public projects subject to prevailing wage requirements. This section requires contractors to submit their Certificate of Registration with their bid materials. Each Certificate of Registration will have a unique registration number. Failure to provide proof of registration, as required by Labor Law Section 220-i, as a minimum qualification will result in the bidder being deemed non-responsive. There is a public database of registered contractors and subcontractors available online at data.ny.gov to confirm registration validity. For additional information on how to register and the requirements, visit https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing

*Electronic Certified Payroll (LL 220-J): Effective December 31st, 2025
Effective December 31, 2025, all contractors and subcontractors who perform public work, or covered private work subject to the prevailing wage, will be required to submit certified payrolls electronically to the Bureau of Public Work and Prevailing Wage Enforcement. Additional information about the electronic certified payroll submission system will be made available on the Department's Website at https://dol.ny.gov/Electronic-Payroll

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: *For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".*

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004

Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year.

All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Shift Work

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

AGREEMENT, FAITHFUL PERFORMANCE BOND, AND LABOR AND MATERIAL BOND

CONTRACT NO:

COUNTY:

NEW YORK STATE

THRUWAY AUTHORITY

A G R E E M E N T

NEW YORK STATE THRUWAY AUTHORITY

AGREEMENT

CONTRACT NO:

This **AGREEMENT**, entered into this day of , by the**NEW YORK STATE THRUWAY AUTHORITY** (hereinafter referred to as the "**AUTHORITY**")having its principal office at 200 Southern Blvd. (P. O. Box 189, Albany, NY 12201) in the County of Albany and State of New York and hereinafter called the"**CONTRACTOR**",

☐ a corporation organized and existing under the laws of the State of

☐ a partnership, consisting of

☐ an individual conducting business as

the location of whose principal office is

WITNESSETH: That the Authority and the Contractor for the consideration hereinafter named agree as follows**:**

ARTICLE 1. WORK TO BE DONE.
The Contractor shall (a) furnish all the materials, appliances, tools and labor of every kind required, and construct and complete in the most substantial and skillful manner, the construction, improvement or reconstruction of the project on or before the completion date of the as further described in ARTICLE 4, and as generally identifiedand shown on the plans entitled:

in accordance with the "Standard Specifications" of the New York State Department of Transportation, which contain the information for bidders; form of proposal, agreement, and bonds; general specifications and conditions or contract; materials of construction; and payment Items; and (b) do everything required by the Contract (Contract Documents) as defined herein.

The Contractor agrees that its proposal contained herein is based upon performing all the work of the Contract in accordance with a schedule that will result in the completion of the total works by the Date of Completion of the Contract and all intermediate stage and phase completion requirements of the contract, while adhering to all restrictions set forth in the Schedule and Suspension of Work, the Thruway Traffic Plan, and the General and Special Notes, and that the work will be performed at the unit bid prices, as shown on the contract documents and as detailed in the specifications and notes, utilizing the Labor Force, Qualified Disadvantaged, Women Owned and Minority Owned Subcontractor Entrepreneurs and Methods and Materials of Construction as described in the Contract Documents and any incorporated Addenda thereto, and conduct its operations in accordance with the Vehicle and Traffic Law, the Rules and Regulations of the NYS Thruway Authority, and theThruway Operating Rules and General and Special Notes that are part of this proposal. The Contractor further agrees its proposal is not based upon the assumption that any specifications, traffic restrictions, scheduling or phasing/staging requirements will be waived, an extension of Contract Completion Date will be granted, a labor dispensation will be granted, substitution of non-approved products, alternatives or claimed functional equivalents for Specified Construction Materials and Methods will be allowed, or any Value Engineering Proposals will be entertained and approved by the New York State Thruway Authority, and any requests for a substitution, equivalent or alternate, which it proposes, will be accompanied by an agreed price analysis establishing an applicable credit or illustrating cost equal to or greater than the bid amount.

ARTICLE 2. DOCUMENTS FORMING THE CONTRACT.

The Contract (and Contract Documents) shall be deemed to include the advertisement for proposals; the contractor's proposal; the Schedule for Participation By Disadvantaged Business Enterprise Participation goals; the agreement; the "Standard Specifications" including all addenda thereto referred to above; the plans; any addenda and/or amendments to specifications if the same are issued prior to date of receipt of proposal and all provisions required by law to be inserted in the contract whether actually inserted or not. Appendix A, standard clauses for all N.Y State contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

ARTICLE 3. EXAMINATION OF DOCUMENTS AND SITE.

The Contractor agrees that before making its proposal it carefully examined the contract documents, together with the site of the proposed work, as well as its surrounding territory, and is informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, including the existence of poles, wires, pipes, and other facilities and structures of municipal and other public service corporations on, over or under the site, except latent conditions that meet the requirements of §104-04 and §109-05, and that its information was secured by personal investigation and research.

ARTICLE 4. DATE OF COMPLETION.

The Contractor further agrees that it will begin the work herein embraced within ten days of the effective date hereof, unless the consent of the Authority, in writing, is given to begin at a later date, and that it will prosecute the same so that it shall be entirely completed and performed on or before the completion date shown in Article 1.

No extension beyond the date of completion fixed by the terms of this contract shall be effective unless in writing signed by the Authority. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Authority, which may include the assessment of liquidated damages and a charge for engineering and inspection expenses actually incurred upon the work, including engineering and inspection expenses incurred upon the work by railroad companies on contracts for grade crossing elimination. Notice of application for such extension shall be filed with the Chief Engineer, Department of Engineering of the Authority at least fifteen days prior to the date of completion fixed by the terms of this agreement.

ARTICLE 5. ALTERATIONS AND OMISSIONS.

The said work shall be performed in accordance with the true intent and meaning of the contract documents without any further expense of any nature whatsoever to the Authority other than the consideration named in this agreement.

The Authority reserves the right at any time during the progress of the work, to alter the plans or omit any portion of the work as it may deem reasonably necessary for the public interest; making allowances for additions and deductions with compensation made in accordance with the Standard Specifications, for this work without constituting grounds for any claim by the contractor for allowance for damages or for loss of anticipated profits, or for any variations between the approximate quantities and the quantities of the work as done.

ARTICLE 6. NO COLLUSION OR FRAUD.

The Contractor hereby agrees that the only person or persons interested as principal or principals in the bid or proposal submitted by the Contractor for this contract are named therein, and that no person other than those mentioned therein has any interest in the above-mentioned proposal or in securing of the award, and that this contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared and the contract was secured without collusion or fraud and that neither any officer nor employee of the New York State Thruway Authority or the State Department of Transportation or either of them has or shall have a financial interest in the performance of the contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof. (See also Section 139-a and 139-b of the State Finance Law referred to in the Standard Specifications, which are made a part of this contract.)

ARTICLE 7. CONTRACT PAYMENTS.

As the work progresses in accordance with the contract and in a manner that is satisfactory to the Authority, the Authority hereby agrees to make payments to the Contractor therefore, based upon the proposal attached hereto and made a part hereof, as follows: The Authority shall, once in each month and on such days as it may fix, make an estimate of the quantity of work done and of material which has actually been put in place in accordance with the terms and conditions of the contract, during the preceding month, and compute the value thereof and pay to the Contractor the moneys due in accordance with Public Authorities Law Section 2880, as detailed in 21 NYCRR Part 109 (Prompt Payment). No monthly estimate shall be rendered unless the Contractor has provided acceptable documentation with regard to actions taken to comply with the M/WBE goals of the contract (see also §109-06 Contract Payments) and the value of the work done equals 5% of the contract amount or $1,000, whichever is the lesser. Semi-monthly estimates may be rendered provided (a) the value of the work performed in two successive weeks is more than $100,000 or (b) the Chairman of

the Authority deems it to be for the best interest of the Authority to do so.

Contractor understands and agrees that payments will only be rendered electronically unless payment by paper check is expressly authorized by the Authority, in its sole discretion, due to extenuating circumstances. Contractor shall comply with the Authority's procedures to authorize electronic payments. Authorization forms are available at https://www.thruway.ny.gov/business/forms-guidelines#purchasing-services, by e-mail at suppliermgmt@thruway.ny.gov, or by telephone at (518) 436-2859. Contractor acknowledges that it will not receive payment of any estimates submitted under this Agreement if it does not comply with the Authority's electronic payment procedures, except where the Authority has expressly authorized payment by paper check as set forth above.

ARTICLE 8. PAYMENT DUE TO CONTRACTOR'S NON-COMPLIANCE.

It is further agreed that so long as any lawful or proper direction concerning the work or material given by the Chief Engineer, Department of Engineering of the New York State Thruway Authority, or his/her representative, shall remain uncomplied with, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

ARTICLE 9. FINAL ACCEPTANCE OF WORK.

When in the opinion of the Thruway Division Director, a Contractor has fully performed the work under the contract, the Thruway Division Director shall recommend to the Chief Engineer, Department of Engineering of the New York State Thruway Authority, the acceptance of the work so completed. If the Chief Engineer, Department of Engineering accepts the recommendation of the Thruway Division Director, he/she shall thereupon by letter notify the Contractor of such acceptance. Copies of such acceptance shall be sent to other interested parties. Prior to the final acceptance of the work by the Chief Engineer, Department of Engineering of the New York State Thruway Authority or a designee, the contract work may be inspected, accepted and approved by other agencies and/or municipalities who will have jurisdiction of the work after final acceptance.

Final acceptance shall be final and conclusive except for defects not readily ascertainable by the New York State Thruway Authority, actual or constructive, fraud, gross mistakes amounting to fraud or other errors which the Contractor knew or should have known about as well as the New York State Thruway Authority's rights under any warranty or guarantee. Final acceptance may be revoked by the New York State Thruway Authority at any time prior to the issuance of the final check, upon the New York State Thruway Authority's discovery of such defects, mistakes, fraud or errors in the work.

ARTICLE 10. FINAL PAYMENT.

After the final acceptance of the work, the Engineer shall prepare a final agreement of the work performed and the materials placed and shall compute the value of such work and materials under and according to the terms of the contract.

This agreement shall be certified, as to its correctness, by the Engineer. Upon approval of such final agreement by the Director, Office of Construction Management, it shall be submitted to the Chief Engineer,

Department of Engineering for final approval. The right, however, is hereby reserved to the Chief Engineer, Department of Engineering to reject the whole or any portion of the final agreement, should the said certificate of the Engineer be found or known to be inconsistent with the terms of the agreement or otherwise improperly given. All certificates, upon which partial payments may have been made being merely estimates, shall be subject to correction in the final certificate or final agreement.

ARTICLE 11. RIGHT TO SUSPEND WORK AND CANCEL CONTRACT.

Article 11.1 General Right to Suspend and Cancel Contract.

It is further mutually agreed that if at any time during the prosecution of the work the Authority shall determine that the work is not being performed in accordance with the Contract or for the best interest of the Authority, the Chief Engineer, Department of Engineering, may proceed in any of the following ways:

1) Temporarily suspend the execution of the work by the Contractor, and the Chief Engineer of the Authority may then proceed with the work under his/her own direction in such manner as will accord with the Contract Documents and be for the best interests of the Authority; or

2) Terminate the Contract while it is in progress, and thereupon proceed with the work by a new contract negotiated or publicly advertised, by the use of his/her own forces, by calling upon the Surety to complete the Work in accordance with the Contract Documents, or by a combination of any such methods; or

3) Cancel the Contract and re-advertise and re-procure in accordance with applicable law; or

4) Complete the Work under the Authority's direction in such a manner as will accord with the Contract Documents and be for the best interests of the Authority.

Any excess in the cost of completing the Contract beyond the Contract Price for which it was originally awarded shall be charged to and paid by the Contractor failing to perform the Work or its Surety, all pursuant to the provisions of Section 40 of the New York State Highway Law.

In the event of suspension or termination, the Contractor shall be paid its costs, including contract close-out costs, and profit on work satisfactorily performed and project design costs actually incurred up to the time of termination, less an amount necessary to satisfy any claims, liens or judgments against the Contractor. The Contractor shall promptly submit its termination claim. The Contractor will only be paid the contract price for materials delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract, less an amount necessary to satisfy any claims, liens or judgments against the Contractor.

Whenever the Authority determines to suspend or stop Work under this Contract, a written notice sent by mail to the Contractor at its address and to its Sureties at their respective addresses shall be sufficient notice of its action in the premises.

Article 11.2 Termination for Cause.

A. If at any time during the prosecution of the work the Chief Engineer shall determine that the work under the Contract is not being performed according to the Contract or any

provision of the Contract is violated by the Contractor or by any subcontractor or that an Event of Default (as defined below) has occurred hereunder, the Chief Engineer, in his or her sole and absolute discretion, may proceed in any of the following ways:

(1) Suspend or stop work by the Contractor, and the Chief Engineer may then complete the Work under his/her own direction in such manner as further described in the Contract Documents and as determined by the Chief Engineer to be in the best interests of the Authority; or

(2) Terminate the Contract while it is in progress, and thereupon complete the work by: a new contract negotiated or publicly advertised; use of the Authority's own forces; calling upon the Surety to complete the Work in accordance with the Contract; or a combination of any such methods; or

(3) Terminate the Contract and re-advertise as provided in law or if applicable, demand upon the Surety to complete any and all remaining work pursuant to the terms of the Contract and the Faithful Performance Bond.

As used herein, an "Event of Default" shall mean a material breach of the Contract by the Contractor which, without limitation, the following has occurred: (i) the Contractor has failed to begin the work in accordance with the Contract requirements; (ii) performance of this Contract has been unnecessarily or unreasonably delayed, (iii) the Contractor has willfully violated any of the provisions of the Contract or has not executed the same in good faith and in accordance with this Contract; (iv) the Contractor has abandoned the work; (v) the Contractor has become insolvent (other than as a bankrupt), or has assigned the proceeds of this Contract for the benefit of creditors, or taken advantage of any insolvency statute or debtor or creditor law or if his property or affairs have been put in the hands of a receiver; (vi) the Contractor has failed to obtain an approval required by the Contract; (vii) the Contractor has failed to provide the required insurances; (viii) the Contractor has failed to provide "adequate assurance" as required; or (ix) the Contractor is found to be non-responsible.

B. Any excess in the cost of completing the Contract beyond the price for which it was originally awarded shall be charged to and paid by the Contractor failing to perform the work or by the Contractor's Surety, pursuant to the terms and conditions of Section 40 of the New York State Highway Law and the Faithful Performance Bond.

C. Whenever the Authority determines to suspend, stop work, or terminate under this provision of the Contract, the Contractor and Surety shall receive written notice specifying the basis for such default (the "Default Notice"). Contractor shall have fifteen (15) days from the date of the Default Notice to cure such default, except that, at Authority's sole discretion, the Authority may extend such fifteen (15) day period for such additional period as the Authority shall deem appropriate without waiver of any of its rights hereunder. The Default Notice shall specify the date the Contractor is to discontinue all work if such default is not timely cured (the "Termination Date"). If the Event of Default is not cured or arrangements satisfactory to the Authority are not made (as evidenced in writing by the Authority) within the designated cure period, then Contractor shall suspend work and/or the Contract shall terminate~~,~~ as the case may be, upon the Termination Date.

D. Upon occurrence of an Event of Default or a termination for cause pursuant to this Article, the Authority has the remedies set forth in the Faithful Performance Bond, the Contract, and all remedies at law or in equity.

E. In the event the termination for cause is determined to be improper, the termination shall be deemed a Termination for Convenience as identified in Article 11.3.

Article 11.3 Termination for Convenience.

A. The Authority, at any time, may terminate the Contract in whole or in part. Any such termination shall be effected by delivering to the Contractor a written notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which the termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from the termination.

B. The Authority shall pay the Contractor for work of the contract performed by the Contractor and accepted by the Authority for the period extending from the end of the period covered by the last approved Application for Payment up to the effective date of the termination, an amount determined in accordance with the Contract Documents. In no event shall the Contractor be entitled to compensation in excess of the total consideration of the Contract. In no event shall the Contractor be entitled to overhead or profit on the work not performed.

C. In the event of such termination, the Authority may take over the work and prosecute the Contract to completion and may take possession of and may utilize such materials, appliances, and equipment on the site and necessary or useful in completing the work. The Authority also has the right to suspend the execution of the Work for convenience and/or to terminate the Contract for convenience.

Whenever the New York State Thruway Authority determines to suspend or stop work under the contract, a written notice sent by mail to the Contractor at its address and to the sureties at their respective addresses, shall be sufficient notice of its action in the premises.

Article 11.4 Termination for Vendor Responsibility.

A. Contractor shall at all times during the Contract term remain responsible. Contractor agrees, if requested by the Authority, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. The Authority, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls in to question the responsibility of Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor shall comply with the terms of the suspension order. Contract activity may resume at such time as the Authority issues a written notice authorizing a resumption of performance under the Contract.

C. Notwithstanding any other provision of this Contract, if the Authority determines Contractor to be non-responsible, the Authority shall have the right to terminate the Contract for cause pursuant to the terms of Article 11.2 - Termination for Cause herein.

In such event, the Authority shall have all rights and remedies set forth in Article 11.2, including, without limitation, the right to complete Contractor's contractual requirements in any manner the Authority may deem advisable and to pursueavailable legal or equitable remedies for the breach.

D. In no event shall termination of the Contract by the Authority for reasons of Contractor's non-responsibility be deemed a breach by the Authority, nor shall the Authority be liable for any damages or lost profits or otherwise that Contractor may incur as a result of such termination.

E. The Authority may require at any time the removal of a subcontractor to the Contractor that the Authority determines is not responsible.

ARTICLE 12. DETERMINATION AS TO VARIANCES.
In any case of any ambiguity in the plans, specifications or maps, or between any of them, the matter must be immediately submitted to the Chief Engineer, Department of Engineering, who shall adjust the same, and his/her decision in relation thereto shall be final and conclusive upon the parties.

ARTICLE 13. SUCCESSORS AND ASSIGNS.
This Agreement shall bind the successors, assigns and representatives of the parties hereto.

ARTICLE 14. INTERNATIONAL BOYCOTT PROHIBITION.
In accordance with Chapter 406 of the Laws of 1981, the Contractor hereby promises, asserts and represents that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the United States Export Administration Act of 1979, or the effective Regulations of the United States Department of Commerce promulgated under either act.

It is understood further that the Authority in awarding a contract does so in material reliance upon the promise and representation made by the Contractor in the foregoing paragraph and that such contract shall be rendered forfeit and void by the State Comptroller if subsequent to the bid execution date, the Contractor or such owned or affiliated person, firm, partnership or corporation has been convicted of a violation of the aforesaid Acts or Regulations or has been found upon final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated such Acts or Regulations.

The Contractor agrees to and shall notify the Chief Engineer, Department of Engineering and the Director of the Office of Construction Management and the Director of State Expenditures in the Office of the State Comptroller of any such conviction or final determination of violation within five (5) days thereof.

ARTICLE 15. CERTIFICATION OF STATE FINANCE LAW SECTIONS 139-J AND 139-K.
By execution of this Agreement the Contractor certifies that all information provided with respect to New York State Finance Law Section 139-j and Section 139-k is complete, true and accurate. The Authority shall have a right to terminate this Agreement in the event the Authority finds that the certification made by the Contractor in accordance with New York State Finance Law Sections 139-j and 139-k was intentionally false or intentionally incomplete. This

includes the Authority's right to terminate this Agreement at any time in the event the Authority finds that Contractor is non-responsible or has failed to accurately disclose vendor responsibility information.

ARTICLE 16. WRITTEN NOTICES.

All notices permitted or required hereunder shall be in writing and transmitted by either:

a. certified or registered United States mail, return receipt requested;
b. facsimile transmission;
c. personal delivery;
d. expedited delivery service; or
e. e-mail.

Such notices shall be addressed to the individuals or titles named in the contract documents, or which are designated by the Contractor or the Authority at the pre-construction meeting, or which are designated by the Authority or the Contractor from time to time during the course of the Contract pursuant to the requirements herein.

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify a new or different address in the United States as their address for the purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

ARTICLE 17. SUBCONTRACTING.

Contractor agrees not to subcontract any of its services without the prior written approval of the Authority.

Contractor retains ultimate responsibility for all services performed under the Agreement and shall pay any subcontractors promptly for work performed under this Agreement. Contractor shall be fully responsible to the Authority for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, just as Contractor is fully responsible to the Authority for the acts and omissions of persons directly employed by Contractor.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this Agreement including, but not limited to, the body of this Agreement, Appendix A – Standard Clauses for New York State Thruway Authority Contracts, and the Contract Documents. Unless expressly waived in writing by the Authority, all subcontracts between the Contractor and its subcontractors shall expressly name the Authority, as the sole intended third party beneficiary of such subcontract. The Authority reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the Authority a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed

subcontractor against the Authority. The Authority shall have the right to withdraw its consent to a subcontractor if, at the sole discretion of the Authority, it appears that the subcontract will delay, prevent, or otherwise impair Contractor's performance of services under this Agreement. Upon request, Contractor shall furnish to the Authority copies of all Contracts between Contractor and its subcontractors used to perform services for this Agreement.

The Authority reserves the right, at any time during the term of the Agreement, to verify that the written subcontract between Contractor and its subcontractors is in compliance with all of the provisions of this Article 17 and any subcontract provisions contained in this Agreement.

Contractor shall give the Authority immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under the Agreement. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the Agreement.

If at any time during performance under this Agreement total compensation to a subcontractor exceeds or is expected to exceed $100,000, said subcontractor shall be required to electronically submit and certify a new Vendor Responsibility Questionnaire directly to the Office of the New York State Comptroller, or submit and certify all necessary updated information thereof.

Nothing contained in this Agreement shall create any contractual relationship between a subcontractor and the Authority.

ARTICLE 18. CONFIDENTIALITY AND NON-DISCLOSURE.

A. "Confidential Information" means any information not generally known to the public, or that the Authority claims is confidential, whether oral, written, or electronic, that the Authority discloses, directly or indirectly, through any means of communication, to Contractor. Confidential Information includes, but is not limited to, operational and infrastructure information relating to: bid documents, plans, drawings, specifications, reports, product information and data; business and security processes and procedures; personnel and organizational data; financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the Authority deems confidential.

B. Confidential Information does not include information which, at the time of the Authority's disclosure to Contractor: (1) is already in the public domain or becomes publicly known through no act of Contractor; or (2) is already known by Contractor free of any confidentiality obligations.

   If Contractor wants to disclose Confidential Information, it shall notify the Authority and specify the Confidential Information it wants to disclose. Contractor may only disclose such Confidential Information if the Authority approves such disclosure in writing, subject to such other terms and conditions as the Authority may require. Such approval, if given, shall only apply to the particular request and the specific Confidential Information for

which it is given.

If Contractor is required to disclose or make available, directly or indirectly, Confidential Information pursuant to statute, court or administrative order, subpoena, contractual obligation, or otherwise by law, Contractor shall: (1) notify the Authority that it has received such legal demand as soon as practicable, but in all events prior to any disclosure; (2) permit the Authority to take the steps it deems necessary and appropriate to protect the Confidential Information from disclosure; (3) cooperate to the fullest extent possible under the law with the Authority's efforts to protect the Confidential Information from disclosure; and (4) disclose only such Confidential Information, and only such portions thereof, as is required to satisfy the legal demand, and limit any such disclosure of Confidential Information to the fullest extent permissible under the law.

C. Contractor may use Confidential Information solely for the purposes of providing services to the Authority pursuant to this Agreement. Contractor may make copies of Confidential Information but only to the extent necessary for the disclosures and uses permitted by this Agreement. Contractor will make commercially reasonable efforts to ensure that any copy of Confidential Information that is made is marked to show that it is or contains Confidential Information. Contractor may share Confidential Information with third parties: (i) that are required for Contractor's provision of services to the Authority pursuant to this Agreement (e.g., Contractors and subcontractors); and (ii) that agree in writing to be bound by the confidentiality provisions of this Agreement; however, Contractor may share only that Confidential Information that is necessary to the third party's contribution to Contractor's provision of services to the Authority pursuant to this Agreement and Contractor must first obtain the Authority's prior written consent.

   The Authority's disclosure of Confidential Information to Contractor shall not convey to Contractor any right, title, or interest in or to such Confidential Information, and this Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Authority shall retain all right, title, and interest in and to all such Confidential Information at all times.

D. Contractor shall hold Confidential Information confidential to the maximum extent permitted by law. Contractor shall safeguard Confidential Information with at least the same level of care and security that Contractor uses to maintain and protect from disclosure its own confidential information, using all reasonable and necessary security measures, devices, and procedures that Contractor uses to maintain its own confidential information, but in all events with not less than reasonable care.

   Contractor shall take reasonable steps to prevent unauthorized access to, use of, or disclosure of Confidential Information, including without limitation, by protecting its passwords and other log-in information. Contractor shall notify the Authority immediately of any known or suspected misuse or misappropriation of Confidential Information and shall use its best efforts to stop said misuse or misappropriation.

E. Upon written request of the Authority, or upon expiration or termination of this Agreement, Contractor shall return all Confidential Information to the Authority, or certify in writing that it has been destroyed and no copies exist.

F. Contractor agrees that breach of this Article 18 would cause the Authority irreparable

injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Authority will be entitled to injunctive relief against such breach or threatened breach, without proving actual damages or posting a bond or other security.

G. Without limiting the foregoing, the obligations and assurances involving Confidential Information pursuant to this Agreement shall survive termination or expiration of this Agreement.

ARTICLE 19. NEW YORK STATE HUMAN RIGHTS LAW, ARTICLE 15 OF THE EXECUTIVE LAW.

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination (including to refuse to hire or employ or to bar or to discharge from employment an individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment) and harassment based on age, race, creed, color, national origin, sex, , sexual orientation, gender identity or expression, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics, or because the individual has opposed any practices forbidden under the Human Rights Law or because the individual has filed a complaint, testified or assisted in any proceeding under the Human Rights Law, regardless of whether such harassment would be considered severe or pervasive under precedent applied to harassment claims. Harassment is an unlawful discriminatory practice when it subjects an individual to inferior terms, conditions or privileges of employment because of the individual's membership in one or more of these protected categories.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with New York State Executive Order No. 177, by execution of this Agreement, Contractor hereby certifies, that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and the aforementioned certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

ARTICLE 20. DEBARMENT CERTIFICATION.

A. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

ARTICLE 21. CONFLICTS OF INTEREST.

A. Contractor has provided as Exhibit V (attached hereto and made a part of this Agreement), the Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative attesting that Contractor's performance of the services does not and will not create a conflict of interest with, nor position Contractor to breach any other contract currently in force with the Authority or the State of New York, that Contractor will not act in any manner that is detrimental to any Authority or State of New York project for which Contractor is rendering services.

B. Contractor hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. Contractor hereby agrees it shall have a continuing affirmative duty and obligation to notify the Authority immediately of any actual or potential conflicts of interest.

C. In conjunction with any subcontract under this Agreement, Contractor shall obtain and deliver to the Authority, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorizedexecutive or legal representative of the subcontractor. Contractor shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the Authority a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form foreach of its subcontractors prior to entering into a subcontract.

D. The Authority and Contractor recognize that conflicts may occur in the future because

Contractor may have existing, or establish new, relationships. The Authority will review the nature of any relationships and reserves the right to terminate this Agreement for any reason, or for cause, if, in the judgment of the Authority, a real or potential conflict of interest cannot be cured.

ARTICLE 22. ETHICS.

Contractor and subcontractors may hire former State agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the Authority may neither appear nor practice before the Authority, nor receive compensation for services rendered on a matter before the Authority, for a period of two years following their separation from Authority service. In addition, former Authority employees are subject to a "lifetime bar" from appearing before the Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the Authority.

During the term of the Agreement, Contractor and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the Authority or New York State to perform services under the Agreement in violation of: the provisions of the Public Officers Law ("POL"); the rules, regulations, opinions, guidelines, or policies promulgated or issued by the New York State Joint Commission on Public Ethics ("JCOPE Regulations"); and any other laws applicable to the service of current or former Authority or New York State employees ("Other Laws," and, together with POL and JCOPE Regulations, collectively, the "Ethics Provisions"). Contractor certifies that all of its employees and employees of any subcontractor who are former employees of the Authority or New York State and who are assigned to perform services under the Agreement shall be assigned in accordance with all Ethics Provisions. Further, during the term of the Agreement, no person who is employed by Contractor or its subcontractors and who is disqualified from providing services under the Agreement pursuant to any Ethics Provisions may share in any net revenues Contractor or its subcontractors derives from the Agreement.

Contractor shall identify and provide the Authority with notice of those employees of Contractor or its subcontractors who are former employees of the Authority or New York State and who will be assigned to perform services under the Agreement, and shall ensure that such employees comply with all applicable laws and prohibitions. The Authority may, request that Contractor provide it with whatever information the Authority deems appropriate about each such person's engagement, work cooperatively with the Authority to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the Authority, instruct any such person to seek the opinion of the Joint Commission on Public Ethics. The Authority shall have the right to withdraw or withhold approval of any subcontractor if utilizing such subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The Authority shall have the right to cancel or terminate the Agreement at any time if any work performed underthe Agreement is in conflict with any Ethics Provisions.

ARTICLE 23. MINORITY AND WOMEN BUSINESS ENTERPRISE GOALS AND SERVICE DISABLED VETERANS OWNED BUSINESS GOALS.

This Contract is subject to State provisions (including State Executive Law 15-A and 5 NYCRR Parts 140-145) concerning the utilization of Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) (collectively M/WBE). All State M/WBE requirements are applicable to this Contract. The approved overall combined MBE and WBE participation goal for the project is established in the Contract Documents.

This Contract is subject to State provisions (including State Executive Law 15-A and 5 NYCRR Parts 140-145) concerning the utilization of Service Disabled Veterans Owned Business (SDVOB). All State SDVOB requirements are applicable to this Contract. The approved overall SDVOB participation goal for the project is established in the Contract Documents.

ARTICLE 24. IRAN DIVESTMENT ACT- SECTION 2879-C OF THE PUBLIC AUTHORITIES LAW.

A. As used in this Article 24, "person" has the meaning set forth in paragraph (e) of subdivision 1 of Section 165-a of the State Finance Law.

B. As used in this Article 24 "Contract" means this Agreement.

C. Contractor hereby provides the following certification: By signing this Contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. In the event Contractor violates this warranty, Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from payments otherwise owed to the Contractor for services provided pursuant to this Agreement the full amount of such fee, commission, percentage, brokerage fee, gift or other consideration.

ARTICLE 26. COMPLIANCE MONITORING.

In the event that the Contractor, its affiliates or any subcontractor is or becomes subject to a compliance monitoring requirement consequent to an agreement with a governmental entity at any time prior to completion of the contract, the Contractor shall promptly notify the Authority of the same. Compliance monitoring means any requirement imposed by a governmental entity arising from an investigation of activities of the Contractor, its affiliates, or any subcontractor concerning alleged compliance violations, pursuant to which the subject entity is obligated to allow an independent third party to review, analyze, investigate or report on that entity's future compliance with governmental rules and/or contractual requirements arising from governmental rules. Said notice shall be in writing and shall include (i) a copy of the order, settlement or other document setting forth the requirement to implement a monitoring program and (ii) the specific requirements and conditions of the required program. If the order, settlement or other document is subject to confidentiality protection that cannot be unilaterally waived by the Contractor or the entity that is subject to the requirement, the Contractor shall cause the subject entity to confirm that it is subject to a compliance monitoring requirement

and to provide a confidential summary of the terms and conditions of the monitoring requirement to the Contractor, with a copy to the Authority.

The Contractor shall further cause the subject entity to promptly notify the Contractor, with a copy to the Authority, of any violations of the monitoring program by the subject entity and of any other concerns expressed by the monitor regarding compliance with the monitoring program requirements. In such event, the Contractor shall provide to the Authority a detailed written report as to whether and to what extent, if any, the violation or concerns expressed by the monitor are relevant to the Contractor's compliance with its Contract obligations, or to the performance of work by the Contractor. The Authority shall at all times have the right to independently investigate whether any matter raised by the monitor will have any effect upon the Contractor's compliance with its Contract obligations or performance of work by the Contractor and/or subject entity. If any such violation occurs or concerns expressed by the monitor involve compliance requirements that are deemed by the Authority to be relevant to the Contract, the Authority shall have the right to require the Contractor to institute, at Contractor expense, additional data keeping, reporting, and/or other safeguard measures, including permitting independent auditing and access to pertinent records of the Contractor or the subject entity to mitigate risk that a similar violation will occur on the project or be a cause for concern with respect to the Contractor's performance of its obligations under the Contract. The Authority's audit rights under the Contract shall include the right to audit and access pertinent records of the Contractor or the subject entity relating to compliance issues described herein.

The Authority agrees to take all reasonable measures to maintain the confidentiality (to the extent permitted by law) of any information provided by Contractor and/or the subject entity pursuant to this Article 26 which the Contractor has reasonably designated as confidential, and the provisions of Appendix A, Section 9 of the New York State Thruway Authority Addendum to the Standard Specifications, of the Agreement shall apply with respect to disclosure of any such Records under the Statute (as defined in such section). Any intra-agency written materials prepared by the Authority, or any written inter-agency materials that are in the possession or control of the Authority, to the extent based on information or records designated as confidential or exempt from disclosure under the Statute as provided in the preceding sentence, shall also be designated and treated as such by the Authority to the fullest extent permitted by law. The Authority may disclose any of the aforementioned information, records and materials to the New York State Department of Transportation, provided that the Department agrees to treat such information, records and material in the same manner as required of the Authority under this paragraph.

The rights and remedies granted to the Authority under this Article 26 are in addition to, and not to the exclusion of, any and all of its rights and remedies under the Contract or at law or in equity.

ARTICLE 27. INDEMNIFICATION.

The Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of the Contractor in connection with its services under the Contract Documents. To the fullest extent permitted by law: (a) the Contractor shall indemnify, hold harmless, and release the Authority, the State of New York, any municipality in which the Work is being performed; and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the Work from suits, claims, actions, damages, and costs of every name and description resulting from the Work under this Contract and until the Final Acceptance thereof; (b) with respect to personal injury or property damage occurring after Final Acceptance and not covered by the indemnity in clause Article 27 (a), the Contractor shall indemnify, hold harmless, and release the Authority, the State of New York, any municipality in which the Work is being performed;

and/or any public benefit corporation, railroad or public utility from suits, claims, actions, damages, and costs of every name and description resulting from negligent or otherwise tortious acts, errors or omissions of the Contractor in connection with its services under the Contract Documents; and (c) the Contractor shall indemnify, hold harmless, and release the Authority's Inspector from suits, claims, actions, damages, and costs involving personal injury and property damage resulting from the Contractor's Work under the Contract during its prosecution and until the Final Acceptance thereof. The Authority may retain such monies from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the Authority, the State of New York. any municipality in which the Work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the Work, or the Authority's Inspectors. The Contractor's obligation under this paragraph shall not be deemed waived by the failure of the Authority to retain the whole or any part of such monies due the Contractor, or where such suit, action, damages, and/or costs have not been resolved or determined prior to release of any monies to the Contractor under the Contract. Such obligation shall not be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, Subcontractors, the Authority, the State, any municipality in which the Work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the Work, or any Department consultants or contractors working relative to the Project.

The Contractor has the obligation, at its own expense, for the defense of any action or proceeding which may be brought against the parties specified in this Article. This obligation shall include the cost of attorney fees, disbursements, costs, and other expenses incurred in connection with such action or proceeding. The provisions of this Article shall survive the expiration or termination of the Contract.

Without limiting the generality of the foregoing, Contractor's obligation to indemnify, save harmless and release the Persons identified in this article specifically includes any suits, claims, actions, damages, and costs of every name and description resulting from any spill or release or threatened spill or release of a Hazardous Material (i) attributable to the negligence, willful misconduct or breach of contract by Contractor, its Subcontractors or agents, or (ii) which was brought onto the Site by Contractor or any of its Subcontractors or agents.

Notwithstanding the foregoing, the Authority reserves the right to join such action, at its sole expense, when it determines there is an issue involving a significant public interest. Such obligation does not extend to those suits, actions, damages, and costs of every name which arise out of the sole negligence of the Authority, the State of New York, any municipality in which the Work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the Work of the Project, or any Authority consultants or Contractors working relative to the Project, their agents, or their employees.

ARTICLE 28. NOTICES REGARDING CLAIMS, LITIGATION AND RULINGS.

The Contractor shall promptly provide written notice to the Authority of all claims, litigation and governmental rulings pertaining to the work where such claims, litigation or rulings could subject the Authority to liability or substantially impair the completion of the Contract work. With such notice, the Contractor shall include a brief summary of the issue involved and the Contractor's position on such issue. Such written notice is additional to and not in place of any other notices required by the Contract Documents. The Contractor shall cooperate and provide, and shall require all subcontractors to cooperate and provide, such information or

records as may be reasonably requested by the Authority concerning such claims, litigation or rulings.

ARTICLE 29. COOPERATION AND FURTHER ASSURANCES.

Contractor shall cooperate and provide, and shall cause all subcontractors to cooperate and provide, such information as is necessary or requested by the Authority to assist or facilitate the submission by the Authority of any documentation, reports or analysis required by the State, and/or any other governmental entity with jurisdiction over the work. The Contractor shall promptly execute and deliver to the Authority all such instruments and other documents and assurances as are reasonably requested by the Authority to further evidence the obligations of the Contractor under the Contract.

ARTICLE 30. SEVERABILITY.

If any clause, provision, section, article or part of any of the Contract Documents is ruled invalid by a court having proper jurisdiction, the invalidity or unenforceability of any such clause, provision, section, article or part shall not affect the validity or enforceability of the balance of the Contract Documents, which shall be construed and enforced as if the Contract Documents did not contain such invalid or unenforceable clause, provision,section, article or part.

ARTICLE 31. ENVIRONMENTAL REVIEW

Article 31.1 Lead Agency

The Authority reserves the right to be “lead agency” for any compliance with the New York State Environmental Quality Review Act (SEQRA), and the appropriate federal agency shall serve as “lead agency” for the National Environmental Policy Act (NEPA), as may be required for this Agreement or any activity undertaken by Contractor pursuant to this Agreement.

Article 31.2 Executive Order 22

Embodied Carbon Disclosure: For building materials covered by the GreenNY Council Embodied Carbon Guidance, Contractors and designers shall disclose, at regular intervals during the course of the contract period (and no less than once a year), the exact materials/product type and estimated quantities used. For materials for which Environmental Product Declarations (EPDs) exist that comply with the GreenNY Council requirements, Contractors are also required to submit kgCO2 equivalent estimates by material/product, and quantity used, on the project to date, with a .pdf copy of the EPD or a link to the digital EPD. (Please see the EO22 Special Note contained in the Special Notes section of this proposal).

Contract Number:

In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

IN-WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

NEW YORK STATE
THRUWAY AUTHORITY

By _____
Chief Engineer

Date _____

_____
Contractor

NEW YORK STATE
THRUWAY AUTHORITY
Recommended as to Availability of Funds:

By _____
Chief Financial Officer

Date _____

(ACKNOWLEDGMENT BY INDIVIDUAL CONTRACTOR)

STATE OF NEW YORK

COUNTY OF _____ ss.:

On this _____ day of _____, 202_, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

_____
Notary Public

(ACKNOWLEDGMENT BY CO-PARTNERSHIP CONTRACTOR)

STATE OF NEW YORK

COUNTY OF _____ ss.:

On this _____ day of _____, 202 before me personally came and appeared _____ to me known and known to me to be the person who executed the above instrument, who, being sworn by me, did for himself depose and say that he is a member of the firm of _____ consisting of himself and _____ and that he executed the foregoing instrument in the firm name of _____ and that he had authority to sign same, and he did duly acknowledge to me that he executed the same as the act and deed of said firm of _____, for the uses and purposes mentioned therein.

_____
Notary Public

(ACKNOWLEDGEMENT OF A CORPORATION)

STATE OF NEW YORK }
}
COUNTY OF }

On this_____day of_____, 202_, before me personally came_____, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides in _____, that he/she is the _____ of_____, the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

_____
Notary Public

Exhibit V

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The undersigned entity ("Contractor"), offering to provide services pursuant to this Agreement, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Agreement does not and will not create a conflict of interest with nor position the Contractor to breach any other contract currently in force with the New York State Thruway Authority ("Authority").

Furthermore, the Contractor attests that it will not act in any manner that is detrimental to any Authority project on which the Contractor is rendering services. Specifically, the Contractor attests and certifies that:

1. The fulfillment of obligations by the Contractor does not violate any existing contracts or agreements between the Contractor and the Authority;

2. The fulfillment of obligations by the Contractor does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Contractor has with regard to any existing contracts or agreements between the Contractor and the Authority;

3. The fulfillment of obligations by the Contractor does not and will not compromise the Contractor's ability to carry out its obligations under any existing contracts between the Contractor and the Authority;

4. The fulfillment of any other contractual obligations that the Contractor has with the Authority will not affect or influence its ability to perform under the Agreement;

5. During the negotiation and execution of any contract, the Contractor will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the Authority as a whole including, but not limited to, any action or decision to divert resources from one Authority project to another;

6. In fulfilling obligations under each of its Authority contracts, including this Agreement, the Contractor will act in accordance with the terms of each of its Authority contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the Authority as a whole including, but not limited to, any action or decision to divert resources from one Authority project to another;

7. No former officer or employee of the Authority or State of New York ("State") who is now employed by the Contractor, nor any former officer or employee of the Contractor who is now employed by the Authority or State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the New York State Public Officers Law; and

8. The Contractor has not and shall not offer to any employee, member or director of the Authority any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said

employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Contractor agrees that the Authority recognizes that conflicts may occur in the future because a Contractor may have existing or new relationships. The Authority will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

This form must be signed by an authorized executive or legal representative.

_____
Contractor Name

_____
Name of Signatory

_____
Title of Signatory

_____
Signature:

_____
Date:

CONTRACT:

COUNTY:

FAITHFUL PERFORMANCE BOND

BOND

Know all men by these presents, that we (hereinafter called the "Principal")

and _____

of_____(hereinafter called the "Surety") are held and firmly bound unto the New York State Thruway Authority, (hereinafter called the "Authority"), in the full and just sum of good and lawful money of the United States of America for the payment of which said sum of money, well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators or assignees and the said SURETY binds itself, its successors or assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this_____of_____, 202_____,

Whereas, said Principal has entered into a certain written contract bearing date of the _____ day of_____, 202 with the Authority for:

Now, therefore, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall well, truly and faithfully perform the work in accordance with the terms of the contract, and with the plans and specifications, and will commence and complete the work within the time prescribed in the contract, on his part to be kept and performed according to the terms and tenor of said contract, and shall protect the said N.Y.S. Thruway Authority against, and pay any excess of cost as provided in said contract, and all amounts, damages, costs and judgments which may be recovered against said N.Y.S. Thruway Authority, N.Y.S. Dept. of Transportation the Commissioner of Transportation and the State of N.Y. or its or any of their officers or agents or which the said aforementioned may be called upon to pay to any person or corporation by reason of any damages, direct or indirect, arising or growing out of the doing of said work, or from the negligence, non-feasance, misfeasance, or malfeasance of any officer, agent or employee of the aforementioned, or suffered or claimed on account of aforesaid work during the time thereof and until the final completion and acceptance of the work, or the manner of doing the same, or the neglect of the said Principal, or his agents, or servants, or the improper performance of the said work by the said Principal, or his agents, or servants, or from any other cause, then this obligation shall be null and void, otherwise to remain in full force and virtue.

In the event of a failure of performance of the contract by the Principal, which shall include, but not be limited to, any breach or default of the contract by the Principal, or in case said contract is forfeited by the Principal in the manner provided for in the contract and the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Authority, has the option to either remedy the default, or breach or forfeiture of the Principal or take charge and fully perform and complete the work, mentioned and described in said contract and specifications, pursuant to the terms, conditions and covenants thereof and as may be amended, at its own expense. The procedure by which the surety undertakes to discharge its obligations under the bond shall be subject to the advance written approval of the Authority. If the Surety completes the contract, it shall be paid for the actual items of work performed in accordance with the Principal's contract terms and prices. In the event the Surety assumes the rights and obligations of the Principal.

It shall be the duty of the Surety to give unequivocal notice in writing to the Authority, within forty-five (45) days after receipt of written notice from the Authority to the Surety, of the Surety's election to remedy default(s) or breach(es) or forfeiture(s) promptly or to perform and fully complete the contract promptly as provided herein, time being of the essence of this bond. In said notice of election, the Surety shall state the date on which the remedy or performance shall commence. During the period between the Authority's notice and Surety's performance of the contract or remedy of the default, breach or forfeiture, the Surety shall be liable for and agrees to pay any and all reasonable and necessary costs as determined by the Authority to maintain the project site safe and convenient to the public.

It shall also be the duty of the Surety to give prompt notice in writing to the Authority upon completion of the remedy and/or correction of each breach or default or completion of the contract. The surety shall not assert solvency of its Principal or its Principal's denial of default as justification for its failure to give notice of election or for its failure to promptly remedy the breach or default or to complete the contract.

In the event the Surety shall fail to exercise either option or to act promptly then the Authority shall give ten (10) days notice of such failure, both to the Principal and the Surety, and after the expiration of the 10 days the Authority may cause the work to be completed in accordance with the contract, and the Surety and the Principal shall be jointly and severally liable for the amount of the excess cost of completing the contract work beyond the amounts remaining for this contract adjusted for the work actually performed. When the cost of completion of performance by the Obligee is estimated, the Principal and Surety shall pay, free from all liens and encumbrances, the Authority determined estimated completion costs above funds remaining for this contract, to the Authority within 30 days of receipt of the estimate. Adjustment to the Authority's estimated completion cost will be made upon the Authority's final acceptance of the work and appropriate refunds, if any, will be promptly made to the Surety. Any actual costs in excess of the estimated price shall be paid to the Authority promptly on demand. Additionally, Principal and Surety shall be liable for any applicable liquidated and/or engineering costs or damages.

In addition, the said Principal and Surety further agree, as part of this obligation, to pay all damages of any kind to person or property that may result from a failure in any respect to perform and complete said contract including, but not limited to costs necessary to protect the traveling public or to avoid inconvenience to the traveling public, (liquidated damages as provided above) all repair and replacement costs necessary to rectify construction errors, architectural and engineering costs and fees, all Contractor fees, all testing and laboratory fees, and all interest, legal fees and litigation costs incurred by the Authority.

And the said Surety hereby stipulates and agrees that no change, extension, alteration, deduction of addition in or to the terms of the said contract or the plans or specification accompanying the same shall in any wise affect the obligation of said Surety on its bond.

Contractor Name _____ L.S.

(Corporate seal of _____ L.S. Principal

principal if a corporation.) _____ L.S.

(Corporate seal of _____ L.S.
surety.)

_____ L.S. Surety

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

I hereby approve the foregoing contract and bond as to form and manner of execution.

Dated _____ _____
Attorney General

(ACKNOWLEDGMENT BY PRINCIPAL, UNLESS IT BE A CORPORATION)

STATE OF NEW YORK,

COUNTY OF_____ ss.:

On this_____day of_____, 202_, before me personally came_____to me known, to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same.

_____
Notary Public

(Notary's seal to be attached.)

(ACKNOWLEDGMENT BY PRINCIPAL, IF A CORPORATION)

STATE OF NEW YORK,

COUNTY OF_____ ss.:

On this_____day of_____, 202__, before me personally came_____to me known, who being by me duly sworn, did depose and say that he resides in_____, that he is the_____of _____, the corporation described in and which executed the foregoing instrument: that he knew the seal of the said corporation: that the seal affixed to said instrument was such corporate seal: that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

_____
Notary Public

(ACKNOWLEDGED BY SURETY COMPANY)

STATE OF NEW YORK,

COUNTY OF_____ ss.:

On this_____day of_____, 202_, before me personally came_____to me known, who being by me duly sworn, did depose and say that he resides in_____, that he is the_____of _____, the corporation described in and which executed the foregoing instrument: that he knew the seal of the said corporation: that the seal affixed to said instrument was such corporate seal: that it was so affixed by order of the Board of Directors of said corporation,and that he signed his name thereto by like order.

_____
Notary Public

(Notary's seal to be attached.)

(The Surety Company must append statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by officers of the Company.)

NEW YORK STATE THRUWAY AUTHORITY

LABOR AND MATERIAL BOND

Know all men by these presents,

That, _____
(Name of Principal)

of _____

(hereinafter called the Principal, and _____
(Name of Surety Company)
a corporation of the State of_____, authorized to do business in the State of New York, as Surety and whose principal office is located in the City of_____, State of _____ (hereinafter called the Surety), are held and firmly bound unto the NEW YORK STATE THRUWAY AUTHORITY, (hereinafter called the Authority), in the full and just sum of _____ good and lawful money of the United States of America, for the payment of which said sum of money, well and truly to be made and done, the said Principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, said Principal has entered into a certain written contract, with the Authority bearing date _____ _____ day of_____202_, with the New York State Thruway Authority for:

Which contract is hereby referred to and made a part here of as fully and to the same extent as if copied at length herein.

Now therefore, the condition of this obligation is such that if the said Principal shall promptly pay all moneys due to all persons furnishing labor and materials to him or his subcontractors in the prosecution of work provided for in said contract. Then this obligation shall be void, otherwise to remain in full force and effect;

Provided, however, that the Comptroller of the State of New York having required the said Principal to furnish this bond in order to comply with the provisions of Section 137 of the State Finance Law, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Section to the same extent as if they were copied at length herein; and

Further, provided, that the place of trial of any action on this bond shall be in the county in which the said contract was to be performed, or if said contract was to be performed in more than one county, then in any such county, and not elsewhere.

SIGNED, SEALED AND DELIVERED THIS_____day of_____, 202__

(Principal(s) Sign Here) (Affix Corporate Seal If a Corporation)	(Surety Signs Here) (Affix Corporate Seal of Surety Co.)
_____	_____
_____	_____

FOR PRINCIPAL'S USE ONLY (Use Only One)

(The Surety Company must append statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by officers of the Company.)

(INDIVIDUAL ACKNOWLEDGMENT)
UNLESS A CORPORATION

STATE OF _____

COUNTY OF_____ss.:

On this_____day of_____, 202_, before me personally came _____to me known and known to me to be the person mentioned and described in and who executed in foregoing instrument and he duly acknowledged to me that he executed the same.

_____
Notary Public

(ACKNOWLEDGEMENT OF A CORPORATION)

STATE OF NEW YORK }
}
COUNTY OF }

On this_____day of_____**,** 202_**,** before me personally came _____**,** to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides in_____, that he/she is the_____of_____, the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

_____
Notary Public

FOR SURETY'S USE ONLY

(SURETY ACKNOWLEDGMENT)

STATE OF _____

COUNTY OF_____ss.:

On this_____day of_____, 202_, before me personally came _____that he is the_____of the _____ the corporation described in and which executed the above instruments; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of Said corporation, and that he signed his name thereto by like order.

_____
Notary Public

TAP-326 (11/2023)

APPENDIX A

Standard Clauses For New York State Thruway Authority Contracts

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

1. **NON-ASSIGNMENT CLAUSE**. This contract may not be assigned by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign the contract without the Authority's written consent are null and void.

2. **COMPTROLLER APPROVAL**. Where required by law, this contract may require approval of the State Comptroller and shall not be valid until it has been approved by the State Comptroller and filed in its office.

3. **WORKERS' COMPENSATION AND DISABILITY BENEFITS**. This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the State Workers' Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.

4. **NON-DISCRIMINATION REQUIREMENTS**. To the extent required by Article 15 of the State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with State Labor Law §220-e, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in State Labor Law §230, then, in accordance with §239 thereof, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. The Contractor is subject to fines of $50 per person per day for any violation of State Labor Law §§220-e or 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

5. **WAGE AND HOURS PROVISIONS**. If this is a public work contract covered by Article 8 of the State Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the State Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the State Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the New York State Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of §220 of the New York State Labor Law shall be a condition precedent to payment by the Authority of any Authority approved sums due and owing for work done on the project.

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

7. **INTERNATIONAL BOYCOTT PROHIBITION**. In accordance with State Labor Law §220-f, if this contract exceeds $5,000, the Contractor agrees, as a material condition of this contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall

participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. §§2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of the Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Authority within five (5) business days of such conviction, determination or disposition of appeal.

8. **SET-OFF RIGHTS**. The Authority shall have rights of set-off. These rights shall include, but not be limited to, the Authority's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing by the Contractor to the Authority with regard to this contract, or any other contract with the Authority, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Authority for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority and third parties in connection therewith.

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

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

The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in State Tax Law §5. Disclosure of this information by the seller or lessor to the Authority is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

The above personal information is maintained at the New York State Thruway Authority, 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 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; or (ii) a written agreement in excess of $100,000 whereby the Authority 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 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, 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 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 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 may waive the applicability of §312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining thereto.

12. **CONFLICTING TERMS**. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

13. **GOVERNING LAW**. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

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

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

16. **SERVICE OF PROCESS**. In addition to the methods of service allowed by the State Civil Practice Law & Rules, the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Contractor's actual receipt of process or upon the Authority's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Authority, in writing, of each and every change of address to which service of process can be made. Service by the Authority to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS**. The Contractor certifies and warrants that all wood products to be used under this contract will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the Authority.

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

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

19. **OMNIBUS PROCUREMENT ACT OF 1992**. It is the policy of New York State to maximize opportunities for the

participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl Street – 7th Floor
Albany, NY 12245
Phone: (518) 292-5220
Fax: (518) 292-5884
http://www.esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development Minority and Women's Business Development Division
30 South Pearl Street – 2nd Floor
Albany, NY 12245
Phone: (518) 292-5250
Fax: (518) 292-5803
http://www.esd.ny.gov

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, the Contractor certifies that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the Authority;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the NYS Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the Authority upon request; and

(d) The Contractor acknowledges notice that the Authority may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the Authority in these efforts.

20. **RECIPROCITY AND SANCTIONS PROVISIONS**. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapters 684 and 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

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

22. **IRAN DIVESTMENT ACT**. In accordance with State Public Authorities Law §2879-c, if this is a contract for work or services performed or to be performed, or goods sold or to be sold, the Contractor subscribes and affirms, under penalty of perjury, that: by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of §165-a of the State Finance Law, entitled "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012.

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

Contractor further certifies that it will not utilize on this contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this contract, it must provide the same certification at the time the contract is renewed or extended. Contractor also agrees that any proposed Assignee of this contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Authority.

During the term of the contract, should the Authority receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the Authority will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Authority shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

25. **ENTIRE AGREEMENT**. This contract, together with this Appendix A and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

26. **ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

27. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law § 5-a, if the Contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the Authority, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the Authority determines that such action is in the best interest of the Authority.

28. **CONTRACT INVOLVING STEEL PRODUCTS**. Contracts involving steel products are subject to Public Authorities Law § 2603-a, and steel products to be provided or incorporated by Contractor must be produced or made in whole or substantial part in the United States as set forth therein.