PROPOSAL

FOR

TANY 26-21 D215102

PAVEMENT RECONSTRUCTION,
DRAINAGE AND SAFETY IMPROVEMENTS,
AND MISCELLANEOUS WORK ON I-87
BETWEEN MP 72.5 AND MP 76.5

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

DECEMBER 16, 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:

- Daniel J. Wheeler, P.E.
  Project Manager
  Daniel.Wheeler@thruway.ny.gov

Or

- Bob Cournoyer, P.E.
  Highway Design Bureau Director
  Robert.Cournoyer@thruway.ny.gov

Or

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

For all procurement contract process related questions:

- Karolyn Giardina
  Office of Procurement Services
  Karolyn.Giardina@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/about/meetings#live-bid-openings

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 AM, on Wednesday, December 16, 2026, where they will be opened publicly and read aloud at 11:00 AM. 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 TANY 26-21 / D215102 – Pavement Reconstruction, Drainage and Safety Improvements, and Miscellaneous Work on I-87 from MP 72.5 to MP 76.5 in Ulster County in accordance with the Plans and Specifications.

Your bid must be secured with either a Bid Bond or a Bid Deposit. A Bid Bond must be in the amount of 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 **$7,500,000.00.**

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. TANY 26-21

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PROJECT INFORMATION

TANY 26-21
D215102

NEW YORK STATE THRUWAY AUTHORITY

DEPARTMENT OF ENGINEERING

PROPOSAL ESTIMATE FOR

PAVEMENT RECONSTRUCTION, DRAINAGE AND SAFETY IMPROVEMENTS,

AND MISCELLANEOUS WORK ON I-87

BETWEEN

MILEPOST 72.5 AND MILEPOST 76.5

IN THE

NEW YORK DIVISION

OF THE

NEW YORK STATE THRUWAY

IN

ULSTER COUNTY

TYPE	LIMITS
Pavement Reconstruction, 2" Mill & Inlay, Drainage and Safety Improvements, and Miscellaneous Work	**MP 72.5 – MP 76.5**

DEPOSIT REQUIRED **$7,500,000.00**

COMPLETION DATE **December 31, 2029**

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.

CONSTRUCTION SEQUENCE:

Note this is not a complete list of all works on the project, but the Construction sequence provides the outline of the staging of major Construction items.

No more than 5 acres of land may be disturbed at one time to comply with stormwater permit requirements.

STAGE 1A:

1. Construct pavement widening on the east side of southbound (SB) I-87 using left shoulder closure. Pavement widening shall include the existing east shoulder of I-87 SB and go into the existing median as shown on the plans to facilitate temporary traffic pattern in stage 2A &2B.
2. Remove existing guiderail where in conflict with pavement widening and replace with tpb.
3. Construct the median crossovers for I-87 northbound (NB) traffic being diverted onto I-87 SB roadway in stage 2A & 2B.
4. Maintain 2 lanes in each direction (NB & SB).

STAGE 1B:

1. Construct pavement widening on the west side of I-87 (SB) using right shoulder closure. Pavement widening shall include the existing west shoulder of I-87 SB and extend to the proposed pavement edge.
2. Reset existing guide rail on the west side of I-87 SB.
3. Construct east side of Ramp A.
4. Construct east side of Ramp C.
5. Maintain 2 lanes in each direction (NB & SB) and maintain all ramps.

STAGE 1C:

1. Construct west side of Ramp A.
2. Construct west side of Ramp C.
3. Maintain 2 lanes in each direction (NB & SB) and maintain all ramps.

WORK TO BE DONE (CONT'D)

STAGE 2A:

1. Move NB I-87 traffic to SB roadway using temporary median crossovers built in stage 1A & 1B.
2. Construct permanent drainage structures, pipes and swales along NB I-87 and in the median.
3. Reconstruct NB travel lanes and shoulders.
4. Construct west side of Ramp B.
5. Construct east side of Ramp D.
6. Overbuild the west shoulder of I-87 NB to accommodate temporary traffic pattern in stages 3A & 3B.
7. Remove remaining portions of median rail and guide rail along NB I-87 and install proposed guide rail.
8. Maintain 2 lanes in each direction (NB & SB) and maintain all ramps.

STAGE 2B:

1. Maintain same traffic pattern as 2A, but changes the alignment of the entrance/exit ramps for exit 18.
2. Reconstruct pavement in NB I-87 roadway that was previously occupied by the exit 18 entrance/exit ramps in stage 2A.
3. Construct east side of Ramp B.
4. Construct west side of Ramp D.

STAGE 3A:

1. Move SB I-87 traffic to the reconstructed NB I-87 roadway using temporary median crossovers built in stage 1A & 1B.
2. Construct permanent drainage structures, pipes and swales along SB I-87 and in the median.
3. Reconstruct SB travel lanes and shoulders.
4. Remove over widened pavement constructed in stage 1A.
5. Install proposed guide rail.
6. Maintain 2 lanes in each direction (NB & SB).

STAGE 3B:

1. Maintain same traffic pattern as 3A, but change the alignment of the entrance/exit ramps for exit 18.
2. Reconstruct pavement in SB I-87 roadway that was previously occupied by the exit 18 entrance/exit ramps in stage 3A.

WORK TO BE DONE (CONT'D)

STAGE 4:

1. Remove over widened pavement constructed in stage 2A using shoulder closures as shown on NYSTA Standard Sheet TA 619-03.
2. Install median barrier/guide rail.
3. Construct any remaining drainage items and side slope improvements.
4. Provide final seeding and landscaping.
5. Maintain 2 lanes in each direction (NB & SB).

WINTER SHUTDOWN:

1. All traffic shall be returned to the existing alignments with full shoulder widths for winter shutdown.

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 https://www.thruway.ny.gov/business/standards-bulletins-instructions, 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

*****NEW YORK DIVISION*****

2027						
HOLIDAY	**FROM**			**TO**		
	TIME	**DAY**	**DATE**	**TIME**	**DAY**	**DATE**
Dr. Martin Luther King, Jr. Day	6:00 a.m.	Friday	01/15/2027	10:00 a.m.	Tuesday	01/19/2027
Presidents' Day	6:00 a.m.	Friday	02/12/2027	10:00 a.m.	Tuesday	02/16/2027
Easter	Noon	Thursday	03/25/2027	6:00 p.m.	Monday	03/29/2027
Passover	Noon	Wednesday	04/21/2027	9:00 p.m.	Wednesday	04/21/2027
	Noon	Thursday	04/22/2027	9:00 p.m.	Thursday	04/22/2027
Mother's Day	6:00 a.m.	Sunday	05/09/2027	Midnight	Sunday	05/09/2027
Memorial Day	Noon	Thursday	05/27/2027	10:00 a.m.	Tuesday	06/01/2027
Independence Day	6:00 a.m.	Friday	07/02/2027	10:00 a.m.	Tuesday	07/06/2027
Labor Day	Noon	Thursday	09/02/2027	10:00 a.m.	Tuesday	09/07/2027
Rosh Hashanah	Noon	Friday	10/01/2027	9:00 p.m.	Friday	10/01/2027
	Noon	Saturday	10/02/2027	9:00 p.m.	Saturday	10/02/2027
Columbus Day/Yom Kippur	6:00 a.m.	Friday	10/08/2027	10:00 a.m.	Tuesday	10/12/2027
Veterans Day	Noon	Wednesday	11/10/2027	10:00 a.m.	Friday	11/12/2027
Thanksgiving	Noon	Tuesday	11/23/2027	10:00 a.m.	Monday	11/29/2027
Christmas/New Year's Day	Noon	Thursday	12/23/2027	10:00 a.m.	Monday	01/03/2028

2028						
HOLIDAY	**FROM**			**TO**		
	TIME	**DAY**	**DATE**	**TIME**	**DAY**	**DATE**
Dr. Martin Luther King, Jr. Day	6:00 a.m.	Friday	01/14/2028	10:00 a.m.	Tuesday	01/18/2028
Presidents' Day	6:00 a.m.	Friday	02/18/2028	10:00 a.m.	Tuesday	02/22/2028
Passover	Noon	Monday	04/10/2028	9:00 p.m.	Wednesday	04/10/2028
	Noon	Tuesday	04/11/2028	9:00 p.m.	Thursday	04/11/2028
Easter	Noon	Thursday	04/13/2028	6:00 p.m.	Monday	04/17/2028
Mother's Day	6:00 a.m.	Sunday	05/14/2028	Midnight	Sunday	05/14/2028
Memorial Day	Noon	Thursday	05/25/2028	10:00 a.m.	Tuesday	05/30/2028
Independence Day	6:00 a.m.	Friday	06/30/2028	10:00 a.m.	Tuesday	07/05/2028
Labor Day	Noon	Thursday	08/31/2028	10:00 a.m.	Tuesday	09/05/2028
Rosh Hashanah	Noon	Wednesday	09/20/2028	9:00 p.m.	Friday	09/20/2028
	Noon	Thursday	09/21/2028	9:00 p.m.	Saturday	09/21/2028
Yom Kippur	Noon	Friday	09/29/2028	9:00 p.m.	Friday	09/29/2028
	Noon	Saturday	09/30/2028	9:00 p.m.	Saturday	09/30/2028
Columbus Day	6:00 a.m.	Friday	10/06/2028	10:00 a.m.	Tuesday	10/10/2028
Veterans Day	Noon	Thursday	11/09/2028	10:00 a.m.	Friday	11/13/2028
Thanksgiving	Noon	Tuesday	11/21/2028	10:00 a.m.	Monday	11/27/2028
Christmas/New Year's Day	Noon	Thursday	12/21/2028	10:00 a.m.	Monday	01/02/2029

SCHEDULE AND SUSPENSION OF WORK

2029						
HOLIDAY	FROM			TO		
	TIME	DAY	DATE	TIME	DAY	DATE
Dr. Martin Luther King, Jr. Day	6:00 a.m.	Friday	01/12/2029	10:00 a.m.	Tuesday	01/16/2029
Presidents' Day	6:00 a.m.	Friday	02/16/2029	10:00 a.m.	Tuesday	02/20/2029
Passover/Easter	Noon	Thursday	03/29/2029	6:00 p.m.	Monday	04/02/2029
Mother's Day	6:00 a.m.	Sunday	05/13/2029	Midnight	Sunday	05/13/2029
Memorial Day	Noon	Thursday	05/24/2029	10:00 a.m.	Tuesday	05/29/2029
Independence Day	Noon	Tuesday	07/03/2029	10:00 a.m.	Thursday	07/05/2029
Labor Day	Noon	Thursday	08/30/2029	10:00 a.m.	Tuesday	09/04/2029
Rosh Hashanah	Noon	Sunday	9/09/2029	9:00 p.m.	Sunday	9/09/2029
	Noon	Monday	9/10/2029	9:00 p.m.	Monday	9/10/2029
Yom Kippur	Noon	Tuesday	9/18/2029	9:00 p.m.	Tuesday	9/18/2029
	Noon	Wednesday	9/19/2029	9:00 p.m.	Wednesday	9/19/2029
Columbus Day	6:00 a.m.	Friday	10/5/2029	10:00 a.m.	Tuesday	10/9/2029
Veterans Day	Noon	Friday	11/09/2029	10:00 a.m.	Tuesday	11/13/2029
Thanksgiving	Noon	Tuesday	11/20/2029	10:00 a.m.	Monday	11/26/2029
Christmas/New Year's Day	Noon	Friday	12/21/2029	10:00 a.m.	Wednesday	01/02/2030

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. **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.

5. 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.

SCHEDULE AND SUSPENSION OF WORK

6. 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.

7. 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.

SCHEDULE AND SUSPENSION OF WORK

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:

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 **17** to Interchange **19**. 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
TANY 25-16 / D215039	New York Division On-Demand Repairs	11/30/2027
TANY 26-26 / D215113	Replacement of TDS Equipment at Various Locations	11/20/2027
TANY 26-32 / D215126	NY Division Pavement Striping	8/27/2027

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
H775.1 – Pavement Resurfacing and Repairs from MP 60.1 to MP 68.0		11/19/2027
TANY 27-xx	NY Division On-Demand	12/31/2029
TANY 27-xx	NY Division Pavement Striping	11/20/2028
TANY 28-xx	NY Steel Repair at Various Bridges	12/31/2028
TANY 28-xx	Pavement Resurfacing – MP 68.0 – MP 72.5	11/16/2029

ENGINEER'S OFFICE AND CONTRACTOR'S FIELD OFFICE

There are **NO** locations within the Thruway right-of-way for the Engineer's Office and Contractor's Field Office. The Contractor shall be required to find a suitable site, or sites, off Thruway right-of-way.

STAGING AREA

The infield area adjacent to the New Paltz Interchange 18 southbound acceleration and deceleration ramps is available for use by the Contractor. If selected for use, a staging area usage plan, to include details for ingress and egress, shall be submitted to and must be approved by the Engineer-in-Charge (EIC) or their designee prior to any use. Any special requirements, limitations and/or restrictions for safe contractor usage will be as determined by the EIC or their designee.

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 can be found 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).

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.

SIGN DETAIL
1:10



NEW YORK STATE Thruway Authority	
LOCATION NUMBER(S):	I87 MP72.78
MUTCD NUMBER:	U-Turn MP
WIDTH X HEIGHT:	2'-6" x 0'-10"
SIGN AREA:	2.1 Sq.Ft.
MOUNTING:	Ground
BACKGROUND COLOR:	Yellow
LEGEND/BORDER COLOR:	Black / Yellow

SYMBOL	ROT	X	Y	WID	HT

Panel Style: U-turn milepost.ssi
Dimensions are in inches.tenths

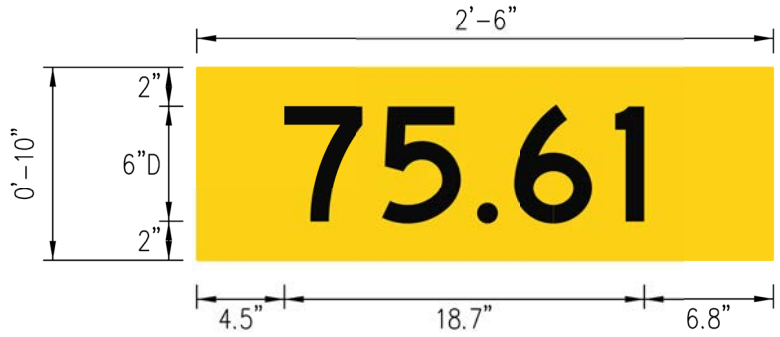
Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)

7	2	.	7	8																LENGTH	SERIES/SIZE
4.5	9.6	14.6	16.3	21.4																20.9	D 2000 6

FILE NAME = DGN$SYTIME0123456
DATE/TIME = DGN$USERNAME
USER = DGN$USERNAME

SIGN DETAIL
1:10



NEW YORK STATE | Thruway Authority

LOCATION NUMBER(S):	I87 MP75.61
MUTCD NUMBER:	U-Turn MP
WIDTH X HEIGHT:	2'-6" x 0'-10"
SIGN AREA:	2.1 Sq.Ft.
MOUNTING:	Ground
BACKGROUND COLOR:	Yellow
LEGEND/BORDER COLOR:	Black / Yellow

SYMBOL	ROT	X	Y	WID	HT

Panel Style: U-turn milepost.ssi
Dimensions are in inches.tenths

Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)

																				LENGTH	SERIES/SIZE
7	5	.	6	1																	D 2000
4.5	9.6	14.6	16.5	21.8																18.7	6

FILE NAME = DGN$SYTIME0123456
DATE/TIME = DGN$USERNAME
USER = DGN$USERNAME

SIGN DETAIL
NTS



NEW YORK STATE OF OPPORTUNITY. Department of Transportation	REGION 8
LOCATION NUMBER(S):	6-1
MUTCD NUMBER:	W7-3aP
WIDTH X HEIGHT:	3' x 2'-6"
SIGN AREA:	7.5" Sq.Ft.
MOUNTING:	Ground
BACKGROUND COLOR:	YELLOW
LEGEND/BORDER COLOR:	BLACK / YELLOW

SYMBOL	ROT	X	Y	WID	HT

Panel Style: W7-3aP.bsi
Dimensions are in inches tenths
Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)														LENGTH	SERIES/SIZE
N	E	X	T												C 2000
10.4"	15.1"	18.7"	22.6"											15.2"	6"
3	5	M	I	L	E	S									C 2000
2.7"	6.8"	15.2"	20.5"	22.6"	26.5"	30.3"								31"	6"

FILE NAME = 6-1 Next 35 Miles.dgn
DATE/TIME = 16-JUL-2026 14:58
USER = ngarcia

SIGN DETAIL
1:1



NEW YORK STATE OF OPPORTUNITY	Department of Transportation	REGION 8
LOCATION NUMBER(S):	27-1	
MUTCD NUMBER:	W7-3aP	
WIDTH X HEIGHT:	3' x 2'-6"	
SIGN AREA:	7.5" Sq.Ft.	
MOUNTING:	Ground	
BACKGROUND COLOR:	YELLOW	
LEGEND/BORDER COLOR:	BLACK / YELLOW	

SYMBOL	ROT	X	Y	WID	HT

Panel Style: w7-3ab
Dimensions are in inches tenths
Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)														LENGTH	SERIES/SIZE
N	E	X	T												C 2000
10.2"	14.9"	18.5"	22.4"											15.2"	6"
3	9	M	I	L	E	S									C 2000
2.5"	6.6"	15"	20.3"	22.4"	26.3"	30.1"								31"	6"

FILE NAME = 27-1 Next 39 Miles - rev.dgn
DATE/TIME = 16-JUL-2026 15:32
USER = ngarcia

SIGN DETAIL
NTS



NEW YORK STATE OF OPPORTUNITY Department of Transportation	REGION 8
LOCATION NUMBER(S):	38-1
MUTCD NUMBER:	W7-3aP
WIDTH X HEIGHT:	3' x 2'-6"
SIGN AREA:	7.5' Sq.Ft
MOUNTING:	Ground
BACKGROUND COLOR:	YELLOW
LEGEND/BORDER COLOR:	BLACK / YELLOW

SYMBOL	ROT	X	Y	WID	HT

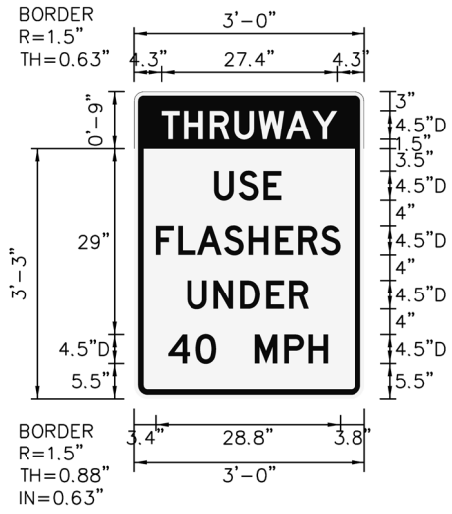
Panel Style: W7-3aP.bsi
Dimensions are in inches tenths
Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)														LENGTH	SERIES/SIZE
N	E	X	T												C 2000
10.4"	15.1"	18.7"	22.6"											15.2"	6"
2	M	I	L	E	S										C 2000
4.6"	13"	18.2"	20.4"	24.3"	28.1"									26.8"	6"

FILE NAME = 38-1 Next 2 Miles-REV.dgn
DATE/TIME = 17-JUL-2026 11:18
USER = ngarcia

SIGN DETAIL

1:30



Panel Style: AWZSE.ssi
Dimensions are in inches.tenths
Letter locations are panel edge to lower left corner

NEW YORK STATE | Thruway Authority

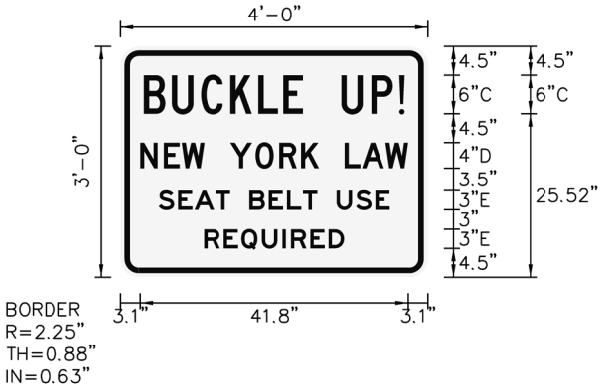
LOCATION NUMBER(S):	I87 MP73.06
MUTCD NUMBER:	Custom
WIDTH X HEIGHT:	3'-0" x 4'-0"
SIGN AREA:	12.0 Sq.Ft.
MOUNTING:	Ground
BACKGROUND COLOR:	White / Black
LEGEND/BORDER COLOR:	Black / White

SYMBOL	ROT	X	Y	WID	HT

LETTER POSITIONS (X)															LENGTH	SERIES/SIZE
T	H	R	U	W	A	Y										D 2000
4.3	7.8	11.9	15.7	19.5	23.7	27.8									27.4	4.5
U	S	E														D 2000
12.6	16.4	20.2													10.4	4.5
F	L	A	S	H	E	R	S									D 2000
3.4	6.9	9.9	14.1	17.9	22.1	25.6	29.1								28.8	4.5
U	N	D	E	R												D 2000
8.3	12.5	16.6	20.7	24.2											19	4.5
4	0	M	P	H												D 2000
5.3	9.7	18.9	23.5	27.2											25	4.5

FILE NAME = DGN$SYTIME0123456
DATE/TIME = DGN$USERNAME
USER =

SIGN DETAIL
1:30



Panel Style: R3-9b.ssi
Dimensions are in inches.tenths
Letter locations are panel edge to lower left corner

NEW YORK STATE OF OPPORTUNITY. | Thruway Authority

LOCATION NUMBER(S):	19-1
MUTCD NUMBER:	CUSTOM
WIDTH X HEIGHT:	4'-0" x 3'-0"
SIGN AREA:	12.0 Sq.Ft.
MOUNTING:	Ground
BACKGROUND COLOR:	White
LEGEND/BORDER COLOR:	Black / Black

SYMBOL	ROT	X	Y	WID	HT

LETTER POSITIONS (X)															LENGTH	SERIES/SIZE
B	U	C	K	L	E		U	P	!							C 2000
3.6	8	12.6	17.1	21.5	25.4	28.5	34.5	39.2	43.5						40.7	6
N	E	W		Y	O	R	K		L	A	W					D 2000
3.1	6.8	9.6	13.1	17.1	21.1	24.8	28.2	31	35	37.7	41.4				41.8	4
S	E	A	T		B	E	L	T		U	S	E				E 2000
6	9	11.6	14.9	17.1	20.1	23.1	26	28.5	30.7	33.7	36.8	39.8			36.1	3
R	E	Q	U	I	R	E	D									E 2000
13.1	16.1	18.9	22.1	25.3	26.6	29.6	32.5								21.8	3

FILE NAME = DGN$SYTIME0123456
DATE/TIME = DGN$USERNAME
USER = DGN$USERNAME

FILE NAME = E1-3-NewPaltz-PoughkeepsieREV2.dgn
DATE/TIME = 17-JUL-2026 11:03
USER = ngarcia

SIGN DETAIL

NTS



NEW YORK STATE OF OPPORTUNITY. Department of Transportation	REGION 8
LOCATION NUMBER(S):	31-2 & 36-1
MUTCD NUMBER:	E4-3
WIDTH X HEIGHT:	22'-0" X 16'-0"
SIGN AREA:	352" Sq.Ft.
MOUNTING:	Ground
BACKGROUND COLOR:	Green
LEGEND/BORDER COLOR:	White/White

SYMBOL	ROT	X	Y	WID	HT
NYM5-1	0.0"	165.3"	130.2"	48.0"	48.0"
299 SHIELD	0.0"	50.7"	130.2"	60.0"	48.0"
ARROW	315.0"	113.0"	44.8"	28.3"	44.6"

Panel Style: E4-3.ssi
Dimensions are in inches tenths

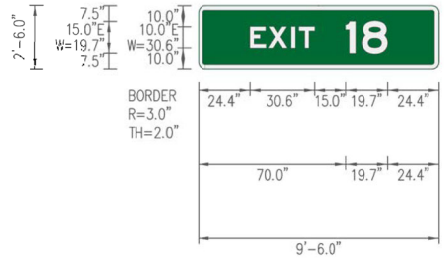
Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)

																				LENGTH	SERIES/SIZE
N	e	w		P	a	l	t	z													EM 2000
50.7"	72"	89.1"	111.3"	134.1"	153.3"	174.5"	184.5"	199.7"												162.6"	20.0"/15.0"
P	o	u	g	h	k	e	e	p	s	i	e										EM 2000
23.4"	43.5"	63.3"	82.7"	104.0"	125.1"	142.7"	160.3"	179.7"	197.0"	216.3"	226.5"									215.4"	20.0"/15.0"

FILE NAME = 22-2-31-4-Exit18-REV1.dgn
DATE/TIME = 20-MAY-2026 09:56
USER = ngarcia

SIGN DETAIL
NTS



NEW YORK STATE OF OPPORTUNITY. Department of Transportation	REGION 8
LOCATION NUMBER(S):	22-1, 31-2, 36-1
MUTCD NUMBER:	E1-5P
WIDTH X HEIGHT:	**9'-6.0" x 2'-6.0"**
S GN AREA:	**23.8" Sq.Ft.**
MOUNTING:	**Ground**
BACKGROUND COLOR:	**Green**
LEGEND/BORDER COLOR:	**White/White**

SYMBOL	ROT	X	Y	WID	HT

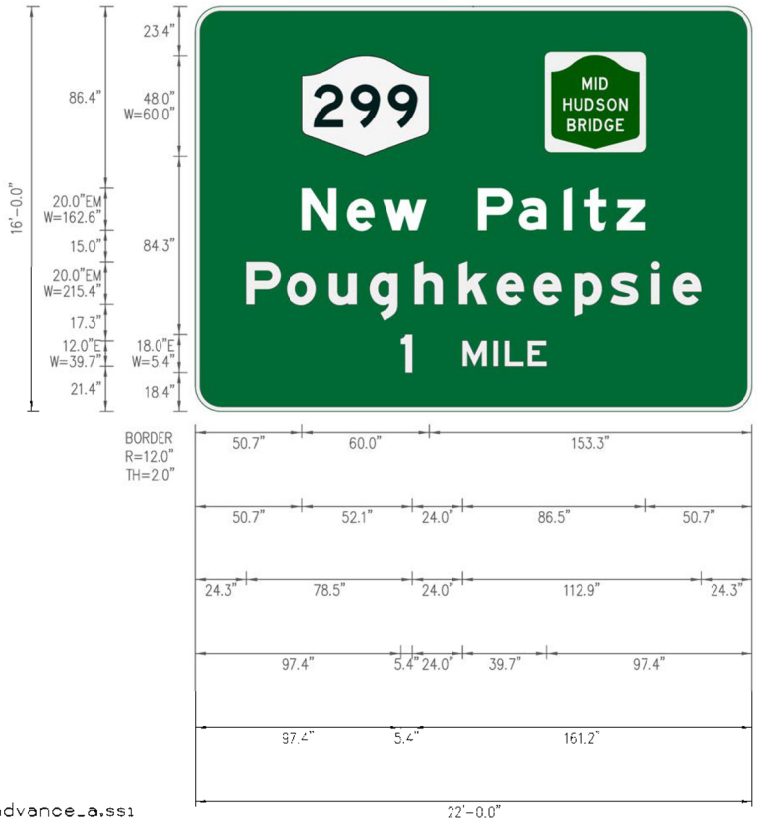
Panel Style: **tab1.bsi**
Dimensions are in **inches tenths**

Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)

E	X	I	T	1	8													LENGTH	SERIES/SIZE
24.4"	33.3"	44.0"	47.5"	70.0"	77.5"													65.3"	E 2000 10.0",15.0"

SIGN DETAIL
NTS



Panel Style: guide_exp_advance_a.ss1
Dimensions are in inches tenths

Letter locations are panel edge to lower left corner

NEW YORK STATE OF OPPORTUNITY. Department of Transportation | REGION 8

LOCATION NUMBER(S):	22-1
MUTCD NUMBER:	E1-3
WIDTH X HEIGHT:	22'-0.0" x 16'-0.0"
SIGN AREA:	352.0" Sq.Ft.
MOUNTING:	Ground
BACKGROUND COLOR:	Green
LEGEND/BORDER COLOR:	White/White

SYMBOL	ROT	X	Y	WID	HT
M01-10W-IBNY	0.0"	165.7"	122.5"	48.0"	48.0"
M1_5_NY3	0.0"	50.7"	120.7"	60.0"	48.0"

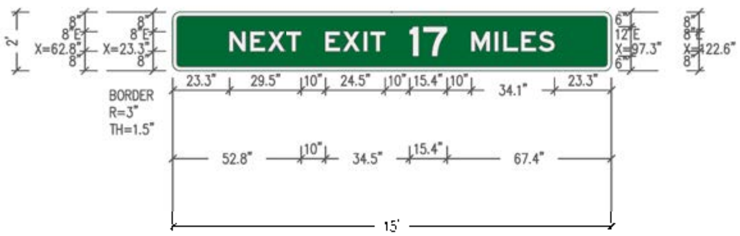
LETTER POSITIONS (X)

																	LENGTH	SERIES/SIZE
N	c	w	P	o	t	z												EM 2000
50.7"	72.0"	89.7"	111.3"	134.1"	153.3"	174.5"	184.5"	199.7"									162.6"	20.0"/15.0"
P	o	u	g	h	k	e	e	p	s	i	e							EM 2000
24.3"	43.5"	63.3"	82.7"	104.0"	125.7"	142.7"	160.3"	179.7"	197.0"	216.3"	226.5"						215.4"	20.0"/15.0"
1	M	I	L	E														E 2000
97.4"	126.8"	141.2"	146.5"	157.6"													69.1"	8.0",12.0"

FILE NAME = 22-2-NextExit6Miles-REV1.dgn
DATE/TIME = 30-SEP-2026 14:03
USER = ngarcia

SIGN DETAIL

NTS



NEW YORK STATE OF OPPORTUNITY	Department of Transportation	REGION 8
LOCATION NUMBER(S): 22-1		
MUTCD NUMBER: E2-1P		
WIDTH X HEIGHT:	15' x 2'	
SIGN AREA:	30" Sq.Ft.	
MOUNTING:	Ground	
BACKGROUND COLOR:	GREEN	
LEGEND/BORDER COLOR:	WHITE/WHITE	

SYMBOL	ROT	X	Y	WID	HT

Panel Style: guide_exp_supplemental.ssi
Dimensions are in inches tenths

Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)																					LENGTH	SERIES/SIZE
N	E	X	T	E	X	I	T	1	7	M	I	L	E	S								E 2000
23.3"	31.8"	39"	46.8"	62.8"	70"	78.5"	81.3"	97.3"	103"	122.6"	132.2"	135.8"	143.1"	150.2"							133.4"	8".12"

SIGN DETAIL
NTS



NEW YORK STATE Thruway Authority	
LOCATION NUMBER(S):	28-1 & 39-1
MUTCD NUMBER:	CUSTOM SUPP GS
WIDTH X HEIGHT:	20'-0" x 10'-0"
SIGN AREA:	200.1 Sq.Ft.
MOUNTING:	Ground
BACKGROUND COLOR:	Green
LEGEND/BORDER COLOR:	White / White

SYMBOL	ROT	X	Y	WID	HT

Panel Style: guide_fwy_supplemental.ssi
Dimensions are in inches.tenths Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)																				LENGTH	SERIES/SIZE
W	a	l	k	w	a	y	□	v	e	r	T	h	e	H	u	d	s	o	n		E 2000
10	25	34.7	38.7	47.1	60.5	69.6	87.9	100.2	110.4	119.8	134	145.2	154.7	171	183.7	193.4	202.9	211.8	221.7	220	13.3/10
H	i	s	t	o	r	i	c	S	t	a	t	e	P	a	r	k					E 2000
40	53.2	57	65.6	72.4	82.6	89.9	94	111.2	122.9	129.7	138.8	145.7	162.9	174.7	184.7	192				160	13.3/10
H	y	d	e	P	a	r	k														EM 2000
70	83.2	96.7	108.7	126.5	138.9	152	161.2													100	13.3/10
E	X	I	T	1	8																E 2000
91.1	100	110.7	114.2	129.2	136.7															57.8	10,15

FILE NAME = DGN$SYTIME0123456
DATE/TIME = DGN$USERNAME
USER = DGN$USERNAME

SIGN DETAIL
NTS



NEW YORK STATE OF OPPORTUNITY. Department of Transportation	REGION 8
LOCATION NUMBER(S):	33-2 & 34-1
MUTCD NUMBER:	E5-1a
WIDTH X HEIGHT:	6'-6" x 5'
SIGN AREA:	32.5" Sq.Ft.
MOUNTING:	Ground
BACKGROUND COLOR:	Green
LEGEND/BORDER COLOR:	White / White

SYMBOL	ROT	X	Y	WID	HT
AR_Type A	315"	49.7"	6.7"	18"	28.4"

Panel Style: E5-1a.ssi
Dimensions are in inches tenths
Letter locations are panel edge to lower left corner

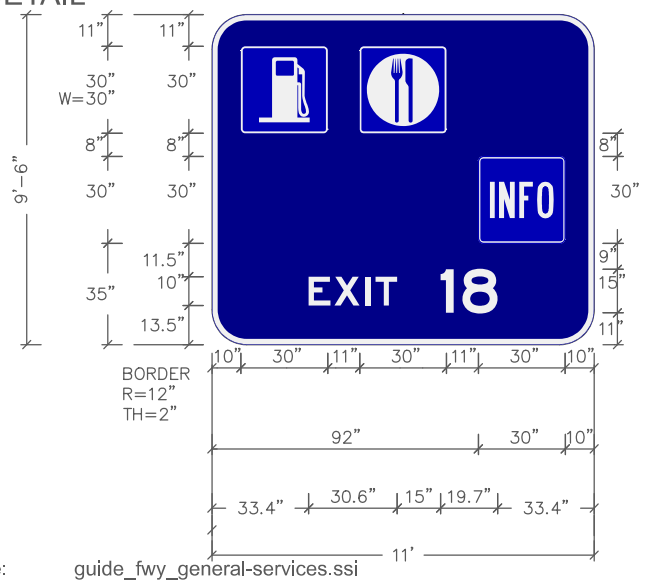
LETTER POSITIONS (X)

														LENGTH	SERIES/SIZE
E	X	I	T												E 2000
16.8"	30"	45.4"	52.2"											44.4"	12"
1	8														E 2000
13.1"	22.1"													23.6"	18"

FILE NAME = 33-4-34-3-Exit18-LargeGore.dgn
DATE/TIME = 20-MAY-2026 10:14
USER = ngarcia

SIGN DETAIL

NTS



Panel Style: guide_fwy_general-services.ssi
Dimensions are in inches tenths
Letter locations are panel edge to lower left corner

NEW YORK STATE OF OPPORTUNITY. Department of Transportation	REGION 8
LOCATION NUMBER(S):	29-2 & 40-1
MUTCD NUMBER:	D9-18
WIDTH X HEIGHT:	11' x 9'-6"
SIGN AREA:	104.5" Sq.Ft.
MOUNTING:	Ground
BACKGROUND COLOR:	BLUE
LEGEND/BORDER COLOR:	WHITE / WHITE

SYMBOL	ROT	X	Y	WID	HT
Gas		1.7"	73"	30"	30"
Food		42.8"	73"	30"	30"
Info		87.1"	35"	30"	30"

LETTER POSITIONS (X)

E	X	I	T	1	8										LENGTH	SERIES/SIZE
33.4"	42.3"	53"	56.5"	79"	86.5"										65.3"	E 2000 10",15"

FILE NAME = 29-4-AttractionSymbolsExit18-REV1.dgn
DATE/TIME = 8-SEP-2026 17:18
USER = ngarcia

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.

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.

New York Division Crossovers

12/31/18

I-87

Milepost	Use Code(s)	Milepost	Use Code(s)
30.1 (Exit 15 @ NJ State Line)	**4**	52.78	3, 7
30.1 (Exit 15 between SB D & NB A-Ramps)	3	55.39	2**, 3
33.83	**4**	58.21	2, 3
36.00	1**, 3	59.63	2, 3
38.84	2**, 3	60.53	2, 3
41.22	2, 3	61.89	2, 3
43.28	3, 7	64.58	3, 7
45.69	3, 7	66.14	3, 7
46.80	2, 3	69.04	2
49.21	2, 3	72.78	1
50.21	2, 3	75.61	3
51.30	2, 3	76.85 (Albany Division)	7

GSP - Garden State Parkway

Milepost	Use Code(s)
0.55	2, 3
1.80	2, 3
2.35 (NJ State Line)	2, 3

I-287 - Cross Westchester Expressway

Milepost	Use Code(s)
10.4	**4**

I-95 - New England

Milepost	Use Code(s)
3.3 (NYC Line)	3, 7
7.0 (New Rochelle Tolls)	**4**

New York Division U-Turn/Crossovers

USAGE RESTRICTION CODES

CODE	DESCRIPTION
1	CARS AND PICKUP TRUCKS ONLY
2	VEHICLES OVER 10,000 LBS MUST U-TURN FROM RIGHT SHOULDER
3	NO USAGE DURING COMMUTER/HIGH TRAFFIC VOLUME PERIODS
4	**NO USE ALLOWED/EMERGENCY ONLY**
5	ALL VEHICLES MUST TURN FROM RIGHT SHOULDER
6	OBSERVER MAY BE REQUIRED
7	VEHICLES MAY TURN FROM LEFT SHOULDER

(**) Notes **Can Enter U-turn from Left Shoulder But MUST use Right shoulder for Acceleration**

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	
Environmental Information		X

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

REVISIONS TO NYSDOT STANDARD SPECIFICATIONS

NEW YORK STATE THRUWAY AUTHORITY ADDENDUM TO THE STANDARD SPECIFICATIONS

The Standard Specifications published by the New York State Department of Transportation shall form a part of the agreement. The dated edition that applies to this contract is 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

ITEM 203.24000025 – SHOULDER BACKUP MATERIAL

1. DESCRIPTION:

1.01 This work shall consist of furnishing, placing, grading, compacting and trimming shoulder backup material in conformance with payment lines, grades, thicknesses and typical sections specified in the contract documents or as directed by the Engineer.

2. MATERIALS:

2.01 **General.** Subsection 304-2 shall apply except as indicated below. Wherever the term "subbase course" is used, substitute "shoulder backup material."

Material does not need to be stockpiled. The Authority may sample and test for plasticity, soundness and gradation at its discretion. Material shall be uncontaminated and free of glass.

Unless noted otherwise in the contract documents, the Contractor may choose the type(s) of material from the list given below. Intermixing types will be subject to the approval of the Engineer.

Material deemed inappropriate or impractical by the Engineer for placing, grading, compacting and trimming shall not be used.

A. **Type A (Crusher run, crushed gravel, or crushed stone).** Material shall consist of well-graded crusher run from a stone quarry or gravel source, or crushed Portland cement concrete. The material shall not have particles greater than 1 inch in maximum dimension. Material will be accepted on the basis of a Magnesium Sulfate Soundness Loss of 20 percent or less after four cycles.

B. **Type B (Subbase Course, Type 2).** Material shall meet the requirements of Subbase Course, Type 2. The Engineer will examine each proposed source of material for compliance with the specification requirements.

C. **Type C (Subbase Course, Type 4).** Material shall meet the requirements of Subbase Course, Type 4, except the material furnished shall consist of sand and gravel or a blend of sand, gravel and stone. The Engineer will examine each proposed source of material for compliance with the specification requirements.

D. **Type D (Recycled Asphalt Concrete).** Material shall consist of recycled asphalt concrete pavement produced on the contract or from other sources approved by the Engineer. The recycled asphalt concrete pavement shall not have particles greater than 1½ inches in maximum dimension.

E. **Type E (Select Structural or Granular Fill).** Material shall conform to the soundness, gradation and pH requirements for Select Structural Fill or Select Granular Fill, except the top size shall not exceed that for Type C above.

3. CONSTRUCTION DETAILS:

3.01 The Contractor's equipment, procedures and compaction method shall be approved by the Engineer. The material shall be placed on the grade so as to minimize segregation. Uncontrolled spreading resulting in segregation will not be permitted. The maximum loose lift thickness prior to compaction shall be 6 inches. After compaction, the finished surface shall not extend above, or be more than 0.4 inches below, the edge of shoulder. The maximum deviation from the specified depth shall otherwise not exceed 1½ inches. All surfaces shall be graded to drain.

ITEM 203.24000025 – SHOULDER BACKUP MATERIAL

3.02 The final grade of the material shall be in reasonable close conformity to the lines and grades shown in the contract documents, or to those directed by the Engineer. Additional material shall be placed to fill deficiencies and excess material (trimmings) shall be removed. Trimmings may be incorporated into shoulder backup work at other locations along the project provided the material remains in conformance with the gradation requirement for the selected option. If trimmings cannot be incorporated into shoulder backup work, the material shall become the Contractor's property for disposal or other use in the contract as approved by the Engineer.

4. METHOD OF MEASUREMENT:

4.01 The quantity will be measured for payment as the number of tons of shoulder backup material placed, graded, compacted, and trimmed along the edge of shoulder in accordance with the contract documents or as directed by the Engineer.

4.02 A delivery ticket indicating the total quantity in tons being delivered must accompany each delivery vehicle supplying shoulder backup material. When truck scales are not available within reasonable distance of the material source, as determined by the Engineer, the loose volume of shoulder backup material will be computed using dump truck body measurements and conversion factors. The trucks used for material delivery shall be approved by the Engineer. The trucks shall be uniformly loaded to the satisfaction of the Engineer.

4.03 Additional material used to fill deficiencies will be measured for payment. Trimmings not incorporated into shoulder backup work at other locations along the project will not be measured for payment under this item. The Engineer will adjust the measured quantity accordingly.

4.04 The conversion factor will be 0.05 tons per cubic foot, loose measure, unless otherwise noted in the contract documents.

5. BASIS OF PAYMENT:

5.01 The unit price bid per ton shall include the cost of all labor, equipment and material necessary to satisfactorily complete the work.

ITEM 208.0100NN09 – FILTER MEDIA

DESCRIPTION

The work shall consist of furnishing and installing filter media in accordance with the contract documents and as directed by the Engineer.

This work shall consist of testing enhanced infiltration/filtration bioretention filter media AND enhanced dry swale filter media sample(s) for Phosphorus Index (P-Index) at a qualified laboratory in accordance with the contract documents and as directed by the Engineer.

Definitions

Qualified Laboratory is a laboratory certified by the North American Proficiency Testing (NAPT) Program to test soil for phosphorus index (P-Index) using the Mehlich-3, Morgan, or Modified Morgan testing protocols.

MATERIALS

The following sections of the standard specifications shall apply:

Concrete Sand	703-07
Topsoil	713-01

The following ASTM specifications shall apply:

Standard Specification for Concrete Aggregates	C33

Topsoil. Topsoil shall be §713-01 A. Topsoil- Reuse of On-Site Material, or B.1 Roadside.

Stone. Stone shall meet the requirements of ASTM C33, contain no recycled material, be a non-limestone, mineral aggregate, and size #89 (approximately 3/8").

Perlite. Perlite shall be agricultural grade and free of toxic materials. Perlite shall be graded within the following limits:

Sieve Size	Percent Passing (by weight)
No. 4	100%
No. 18	0-30%
No. 30	0-10%

Dolomite. Dolomite $CaMg(CO_3)_2$ (calcium magnesium carbonate) material shall be agricultural grade and free of toxic materials. Dolomite shall be graded as follows:

Sieve Size	Percent Passing (by weight)
No. 8	100%
No. 16	0%

Gypsum. Gypsum $CaSO_4 \cdot 2H_2O$ (hydrated calcium sulfate) material shall be noncalcined,

ITEM 208.0100NN09 – FILTER MEDIA

agricultural grade, and free of toxic materials. Gypsum shall be graded as follows:

Sieve Size	Percent Passing (by weight)
No. 8	100%
No. 16	0%

FILTER MEDIA MIXES

A. Surface, Underground, and Perimeter Sand Filter Media. Sand filter media shall be 100% Concrete Sand.

B. Infiltration/Filtration Bioretention Filter Media.

1. Standard Infiltration/Filtration Bioretention Filter Media shall be:
   - 60% to 75% Sand, and
   - 25% to 40% Topsoil.

2. Enhanced Infiltration/Filtration Bioretention Filter Media shall be:
   - 85% to 95% Sand, and
   - 5% to 15% Topsoil.

   The combined material shall be tested to determine the P-Index, which shall range from 12 to 30. If the enhanced infiltration/filtration bioretention filter media P-Index is less than 12 or more than 30, the material shall be rejected.

   Sampling protocol for the enhanced infiltration/ filtration bioretention filter media shall be in accordance with §713-01 *Topsoil*. Sampling shall be done by the Contractor/Supplier.

C. Bioslope Filter Media. Bioslope Filter Media shall include stone, perlite, dolomite, and gypsum in the following proportions:

BIOSLOPE FILTER MEDIA MIX
3.0 CY of stone
1.0 CY of Perlite per 3.0 CY of stone
.003 CY of Dolomite (10 lbs. per CY of perlite)
.0003 CY of Gypsum (1.5 lbs. per CY of perlite)

D. Dry Swale Filter Media.

1. Standard Dry Swale Filter Media shall be:
   - 75% to 85% Sand, and
   - 15% to 25% Topsoil.

ITEM 208.0100NN09 – FILTER MEDIA

2. Enhanced Dry Swale Filter Media shall be:
   - 85% to 95% Sand, and
   - 5% to 15% Topsoil.

   The combined material shall be tested to determine the P-Index, which shall range from 12 to 30. If the enhanced dry swale filter media P-Index is less than 12 or more than 30, the material shall be rejected.

   Sampling protocol for the enhanced dry swale filter media shall be in accordance with §713-01 *Topsoil*. Sampling shall be done by the Contractor/Supplier.

CONSTRUCTION DETAILS

Submittals. At least 14 calendar days prior to placement of the filter media, the Contractor/Supplier shall:

- provide copies of testing results of the stone size, perlite gradation, dolomite gradation, gypsum gradation, and total filter media design ratios.
- submit the method of placement and evidence that the proposed method will maintain the desired mixed ratios.
- provide the certified laboratory testing results for P-Index if an enhanced infiltration/filtration bioretention filter media or enhanced dry swale filter media is being specified.

Filter Media preparation (all mixes): Mixing and transportation of filter media must occur in a manner that ensures the materials are thoroughly blended before placement, and that separation does not occur during transportation or construction operation.

Filter Media installation:
All mixes: The filter media shall be incorporated into the stormwater practice in accordance with the contract documents. The filter media shall not be placed until the method of placement has been approved.

Filter media shall be loosely compacted (tamped lightly with a dozer or backhoe bucket). No other materials or substances shall be mixed or dumped within the filter media area.

Infiltration/Filtration Bioretention Filter Media and Dry Swale Filter Media (standard and enhanced): Placement of infiltration/filtration bioretention filter media and dry swale filter media shall be done in lifts of 12 inches to 18 inches.

METHOD OF MEASUREMENT

This work will be measured by the number of cubic yards of filter media installed.

This work will be measured by the number of each enhanced infiltration/filtration bioretention filter media and enhanced dry swale filter media sample tested.

ITEM 208.0100NN09 – FILTER MEDIA

BASIS OF PAYMENT

The unit price bid per cubic yard of filter media shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

The unit price bid for each enhanced infiltration/filtration bioretention filter media or enhanced dry swale filter media sample test shall include:

- the receipted cost of the laboratory test plus 5% for profit and overhead, and
- all labor, materials, and equipment required to obtain and deliver the soil sample(s).

The work will be paid under the following payment items:

Item	Description	Unit
208.01000109	Surface Sand Filter Media	CY
208.01000209	Underground Sand Filter Media	CY
208.01000309	Perimeter Sand Filter Media	CY
208.01000409	Standard Infiltration/Filtration Bioretention Filter Media	CY
208.01000509	Enhanced Infiltration/Filtration Bioretention Filter Media	CY
208.01000609	Bioslope Filter Media	CY
208.01000709	Phosphorus Index Testing for Enhanced Infiltration/Filtration Bioretention, and Enhanced Dry Swale Filter Media	EA
208.01000809	Standard Dry Swale Filter Media	CY
208.01000909	Enhanced Dry Swale Filter Media	CY

ITEM 209.31000010 - PORTABLE SEDIMENT TANK

DESCRIPTION

This work shall consist of furnishing and installing compartmented tank container through which sediment laden water is pumped to trap and retain the sediment.

MATERIALS

The portable sediment tank shall be constructed with 55 gal drums or similar vessels welded end to end. The interior walls of the adjoining drums shall be cut as shown in the plans to create baffles. The height of the baffles shall be ¾ the diameter of the drum. Any other tanks may be used, providing that they meet the volume requirements. A clean out hatch as shown in the detail shall be installed near the down stream end of each of the connected drums, for removal of any sediment that has collected during the dewatering operation.

The end sections of the sediment tank shall have the capability to accept a 3 inch diameter intake and outlet pipe. The inlet pipe shall have a 90_ elbow attached to the inlet to direct the in flow in a downward direction. The outlet pipe shall be installed to a height not less than the height of the baffles.

The sediment tank shall have a cradle support installed under each barrel end or as ordered by the Engineer. The cradle shall be nailed together using common stud nails. The wood cradle shall be constructed as shown in the plans.

CONSTRUCTION DETAILS

The portable sediment tank shall be installed in accordance with these specifications and in reasonably close conformity with the dimensions as shown on the plans or specified by the Engineer. In the event of conflict between these specification requirements and pollution control laws, rules or regulations by other Federal or State or local government agencies, the more restrictive laws, rules or regulations shall apply.

The following *formula* should be used in determining the storage volume of the sediment tank; pump discharge *L/Min. x 0.12 = cubic meter storage req.* The Contractor shall be responsible for inspecting and cleaning out the sediment tank when the tank is 1/3 full or as ordered by the Engineer. The tank shall be cleaned by using methods approved by the Engineer in charge. All sediment collected in the tank shall be removed from the site and disposed of by the Contractor in accordance with any State and Federal requirements.

The sediment tank shall be located for ease of clean out and disposal of the trapped sediment and to minimize interference with construction activities and pedestrian traffic.

The end section of the outlet pipe within the last section of the sediment tank shall have a filter cloth attached as shown in the plans, using a screw type radiator hose clamp. The type of cloth used shall be a geotextile fabric listed under the Turbidity Curtain (TC) category on the Department's Approved List.

ITEM 209.31000010 - PORTABLE SEDIMENT TANK

All pipe and barrel welds shall be water tight. The tank system shall be installed on a level horizontal plane or A.O.B.E.

The outlet pipe discharge shall be disposed of in a manner satisfactory to the Engineer. The Contractor shall ensure that the discharge does not cause any erosion problems. Should a problem exist after the system is installed, the Contractor shall immediately repair the site at no additional cost to the State.

MAINTENANCE:
All portable sediment tanks shall be inspected and maintained during the life of the project, including winter shutdown, etc., and such maintenance and inspection shall continue until permanent stabilization measures are in place and the temporary control measures are ordered to be removed by the Engineer.

METHOD OF MEASUREMENT

The work will be measured as the number of sediment tanks that are installed.

BASIS OF PAYMENT

The unit price bid for each sediment tank shall include the cost of equipment, labor, material, cleaning, installation, and removal of sediment necessary to complete the work. The Contractor will be paid 80% of the bid price upon the installation of the portable sediment tank and the remaining 20% upon its removal upon completion of the project A.O.B.E.

ITEM 404.XX7F0025 - ASPHALT PAVEMENT, 70 SERIES WITH NUCLEAR GAUGE DENSITY MONITORING

1. DESCRIPTION:

1.01 All of the requirements of Section 401 – Plant Production and Section 404 –Asphalt Pavements shall apply, except as modified or revised by the special requirements identified in this specification. The Contractor shall be responsible for the compaction of this mixture to a specified density requirement.

2. MATERIALS:

2.01 Asphalt mixtures shall meet the requirements as specified in §401-2 and §404-2, Materials.

PG Binder Grade. The PG binder grade for the asphalt mixture shall be as specified in the contract documents.

3. CONSTRUCTION DETAILS:

3.01 **Compaction.** The placement of asphalt mixture shall not begin unless both a density gauge and a certified operator are present. Prior to paving operations, the Contractor shall provide the Project Engineer with the Mixtures Maximum Theoretical Density (MMTD) of the specific asphalt mix to be placed as provided (or produced) by the asphalt supplier. The Project Engineer will calculate the Project Target Density (PTD). The PTD will be calculated by taking 94% of the MMTD from the mix design and applying a known correction factor for the density gauge(s) to be used on the project. If a correction factor is not available, a correction factor of zero shall be used. Only the density gauge(s) correlated for this project will be allowed to be used during the mixture placement. Once the production begins, the Project Engineer will verify the PTD by using the MMTD of the asphalt mixture being produced.

3.02 **Density Gauge Testing Frequency.** Density readings will be taken on the first day, and any additional days as necessary, to establish adequate PTD. Additional density monitoring and readings will be required by the Contractor for each paving operation that varies from the established first day of paving. This shall include but not be limited to a change in material, equipment, contractor personnel, procedure (i.e., material lift thickness), or at the discretion of the Project Engineer.

3.03 **Density Gauges.** The density gauges used for monitoring pavement density in accordance with MP 404-02 shall meet the following requirements:

1. **Nuclear Density Gauge.** A Safety Control plan shall be submitted at least two weeks prior to using the gauge. The nuclear density gauge shall meet the following requirements:

    a. Consist of a radioactive source, scaler, and other basic components housed in a single backscatter unit.
    b. Calibrated at least every two years.
    c. Operated by personnel trained in the principles of nuclear testing and safety practices.

ITEM 404.XX7F0025 - ASPHALT PAVEMENT, 70 SERIES WITH NUCLEAR GAUGE DENSITY MONITORING

2. **Non-nuclear Density Gauge.** The non-nuclear density gauge shall meet the following requirements:

a. Capable of functioning in the temperature and moisture levels experienced during asphalt paving.
b. Capable of determining the density of asphalt pavements by measuring changes in the electromagnetic field resulting from the asphalt compaction process.
c. Calibrated at least every two years.

3.04 **Density Requirements.** The asphalt shall be compacted sufficiently to achieve the Project Target Density (PTD) at each location as determined by the density gauge. If the density at two consecutive tested locations is below the PTD, routine paving shall be stopped. The Project Engineer will verify the PTD as described earlier by using the produced mixture's maximum theoretical density. Routine paving shall only resume when either a PTD has been verified, in which case an increased compaction effort will be necessary, or the newly established PTD shall be used.

4. METHOD OF MEASUREMENT:

4.01 The provisions of §401-4 and §404-4, Method of Measurement, shall apply.

5. BASIS OF PAYMENT:

5.01 The provisions of §404-5, Basis of Payment, shall apply.

Payment will be made under:

Item Number	Description	Unit
404.XX7F0025	Asphalt Pavement, 70 Series with Nuclear Gauge Density Monitoring	Ton

XX= Mixture Pavement Course	F=Friction Type
01 – Truing and Leveling	1 – Type 1
09 – 9.5 Top	
12 – 12.5 Top or Binder	2 – Type 2
19 – 19.0 Binder	3 – Type 3
25 – 25.0 Binder	9 – Type 9
37 – 37.5 Base	

ITEM 407.01040009 NON-TRACKING TACK COAT

DESCRIPTION

This work shall consist of preparing and treating Portland cement concrete or asphalt surfaces with a non-tracking tack coat in accordance with the Contract documents or as directed by the Engineer.

MATERIALS

Non-tracking tack coat shall be agitated or circulated to ensure a homogenous tack coat prior to sampling or application of material. The consistency of the non-tracking tack coat shall be appropriate for pumping and uniform application. Non-tracking tack coat shall not be diluted with water and must meet the physical requirements of the following table:

NON-TRACKING TACK COAT		
Test Property	**Test Method**	**Result**
Residue by Distillation,	AASHTO T59	50% minimum
Oil Distillate, Volume of Total Emulsion		2% maximum
Penetration on Residue from Distillation, @77°F, 100 g, 5s, 0.1 mm	AASHTO T49	40 maximum
Softening Point on Residue from Distillation	AASHOT T53	140°F minimum

Use an approved non-tracking tack coat or approved equivalent as determined by the Director of Materials Bureau.

APPROVED PRODUCTS	SUPPLIER	LOCATION
Non-Tracking Tack	All States Materials Group	Schenectady, NY
Non-Tracking Tack	Callanan Industries, Inc	Albany, NY
Non-Tracking Tack	Dosch King	Whippany, NJ
EE-NTT	Empire Emulsions	Chester, NY
Non-Tracking Tack	Max-A-Tack	Kansas City, MO
CNTT	Midland Asphalt Materials Inc.	Woodland, PA
Non-Tracking Tack	Peckham Materials Corporation	New Windsor, NY
EM-50-TT	Seaboard Asphalt Products Company	Baltimore, MD
SK-TT	Suit-Kote Corporation	Cortland, NY Jamestown, NY Meadville, PA
Non-Tracking Tack	Vestal Asphalt Inc.	Vestal, NY

Other products must be submitted to the Materials Bureau for evaluation.

CONSTRUCTION DETAILS

The provisions of §407-3, Construction Details, shall apply except as modified herein:

Required spray nozzle size, distributor and nozzle settings per manufactures written recommendations.

The application rate shall be as determined in Table 407-1 *Tack Coat Application Rates*. These are recommended application rates for tack coat on various surface types and may be modified by the Engineer.

ITEM 407.010400XX NON-TRACKING TACK COAT

TABLE 407-1 – TACK COAT APPLICATION RATES	
Surface Type	**Application Rate (gal/yd2)**
New Asphalt Pavement	0.04-0.05
Milled Surfaces and Existing Asphalt Pavement	0.06-0.07
Portland Cement Concrete Pavement	0.06-0.07
Vertical Surfaces (curbs, drainage structures, and appurtenances)	0.07-0.08

The application is considered satisfactory when the material is applied uniformly with no visible evidence of streaking or ridging.

METHOD OF MEASUREMENT

The quantity to be paid for will be to the nearest whole gallon of Trackless Tack Coat asphalt emulsion for tack coat measured at 60°F. The following formula will be used to calculate material quantity at 60°F:

$$Volume_{@60°F} = Volume_{D} \times [1 - (\Delta T \times 0.00025)]$$

ΔT = Delivered Temperature (°F) – 60

$Volume_D$ = Quantity Delivered (gal)

BASIS OF PAYMENT

The unit price bid per gallon for tack coat shall include the cost of furnishing all labor, materials and equipment necessary to complete the work.
The Regional Materials Engineer will evaluate material represented by failing samples. If the Engineer elects to leave the material in place, the Contractor shall receive a pay reduction of 75% of the tack bid price, for the pavement section represented by the failing sample.

Payment will be made under:

ITEM NO.	ITEM	PAY UNIT
407.010400XX	Non-Tracking Tack Coat	Gallon

ITEM 490.17011018 – PRODUCTION COLD MICROMILLING

DESCRIPTION:

This work shall consist of the production cold micromilling, shaping and removal of portions of existing asphalt pavement surfaces and subsequent cleaning as indicated in the contract documents and as directed by the Engineer.

MATERIALS:

Provisions of §490-2 *Materials* and §490-2.01 *Equipment* shall apply except as modified in *Construction Details.*

CONSTRUCTION DETAILS:

Provisions of §490-3 *Construction Details* apply except as modified below:

Equipment: The Contractor shall provide a milling machine with a minimum 7-foot micromilling drum that has at least 3 wraps of teeth. The spacing between each tooth shall not exceed 1/4 inch. Other tooth spacing configurations for the micromilling drum may be allowed by the Director, Materials Bureau, if demonstrated to meet the surface texture requirements. The milling machine shall be capable of milling to the depth indicated in the contract documents. The Contractor may utilize a machine with a micromilling drum less than 7 feet wide for non-mainline areas, including shoulders and ramps of less than 7 feet, gore areas, turnouts, etc.

The Contractor shall submit a copy of the manufacturer's specifications to the Engineer a minimum of 2 work days prior to the construction of a test section indicating the drum is designated as a micromilling drum meeting the requirements of this specification.

Test Section: Prior to micromilling, the Contractor shall select the machine operation speed and inform the Engineer. The Contractor shall select a test area with a minimum length of 500 lane feet and mill a lane width at the selected speed. The suggested target forward speed for the milling machine is 30 feet per minute. The Engineer will randomly select 5 locations along the test section, and the Contractor shall measure the texture of the milled surface in accordance with Test Method NY 490-01 *Texture Measurement for Micromilled Surface*, witnessed by the Engineer or their representative. The texture value shall be no less than 5.0 at any of the tested areas. The Engineer will review texture measurements, consistency of profile, and cross slope of the test section. If the texture value at any location is below 5.0, the Contractor shall adjust the operation, typically by reducing the forward speed of the machine. The Contractor shall mill an additional 500-foot path and measure the texture of the milled surface at 5 random locations selected by the Engineer and repeat until the texture value is 5.0 or greater. Production micromilling will not be allowed until acceptable results are obtained. A test section is not required for equipment used for non-mainline areas.

Production Micromilling: The Contractor shall perform micromilling using the settings from the acceptable test section such as forward speed, drum revolutions, etc. There shall be no visible longitudinal lip between passes. Any lip greater than 1/4 inch in differential shall be milled again to remove the differential. The Contractor shall perform micromilling such that the milled surface is free from waves or irregularities exceeding 1/4 inch, measured using a 10-foot straight

ITEM 490.17011018 - PRODUCTION COLD MICROMILLING

edge. To maintain an acceptable profile, there may be occasional exceptions where the bottom of a wheel path and other low point defects may not be textured.

The Contractor shall perform one texture measurement on the milled surface every 500 feet along the length of the milling path and record the data on BR 359. The first measurement shall be located at a transverse offset of 3 feet from the right edge of the milling. Further transverse offsets shall be 3 feet greater than the previous offset. At no time shall the transverse offset be closer than 3 feet to the left edge of milling. When the transverse offsets have reached the limits of the milling width, the texture measurement shall be taken at the transverse offset 3 feet from the right edge of the milling. The measurement locations shall then continue every 500 feet beginning at a transverse offset of 3 feet from the right edge. After the initial 5,000 feet, the frequency of testing will be reduced to once every 1000 feet if measurements exceed the minimum value of 5.0. If the subsequent reduced measurements are not meeting the minimum value of 5.0, the testing frequency shall increase to every 500 feet.

The Engineer shall witness at least 5 texture measurements per day. If the texture value is below 5.0, the Contractor shall stop and re-mill the area below a minimum of 5.0. The Engineer will determine the limits by performing texture measurements to the limits of re-mill. The Contractor shall also modify the operation so that the minimum texture results are achieved.

The equipment used for non-mainline areas (shoulders and ramps of less than 7 feet, gore areas, turnouts, etc.) shall provide a textured surface comparable to the mainline milled surface and to the same tolerances as the mainline milling machine. Texture measurements are not required when micromilling the shoulders if the same equipment and settings are used as the mainline. If a separate machine is used on the shoulders, the Contractor shall perform texture measurements and ensure the texture values are at least 5.0.

The Engineer will perform at least one random texture measurement per mainline lane mile for quality assurance. If the texture value is below 5.0, the Engineer will take additional tests to determine the limits of the area that has texture value below 5.0. The Contractor shall re-mill these areas to provide the required surface texture.

METHOD OF MEASUREMENT:

Provisions of §490-4 *Method of Measurement* apply.

BASIS OF PAYMENT:

Provisions of §490-5 *Basis of Payment* apply except as modified below:

The cost of texture measurement will be included in the bid price.

Payment will be made under:

Item No	Description	Pay Unit
490.17011018	Production Cold Micromilling	Square Yard

ITEM 603.63XXYY15 PRECAST CONCRETE BOX CULVERT (Fill Height Less than 2' – 0")
ITEM 603.64XXYY15 PRECAST CONCRETE BOX CULVERT (Fill Height 2' – 0" or Greater)
ITEM 603.65XXYY15 PRECAST CONCRETE BOX CULVERT (Bridge Size, Fill Height Less than 2' – 0")
ITEM 603.66XXYY15 PRECAST CONCRETE BOX CULVERT (Bridge Size, Fill Height 2' – 0" or Greater)

DESCRIPTION

This work shall consist of furnishing and placing single or multi-cell precast reinforced concrete box culvert sections of the type indicated in the plans in accordance with these specifications in the locations indicated and in a manner approved by the Engineer.

MATERIALS

Precast concrete box culvert shall meet the requirements of Section 706-17 Precast Concrete Box Culverts.

CONSTRUCTION DETAILS

A. Inspection, Storage and Handling – Precast box sections will be inspected at the construction site to determine any damage during shipment and for conformance to the dimensional tolerances. An additional inspection will be made prior to placement of precast box sections to determine any damage during storage.

B. Installation

1. **Excavation.** The requirements specified in Section 206 Trench, Culvert and Structure Excavation, that apply to culverts and storm drains shall govern, except as modified in the plans.

2. **Placement.** The precast manufacturer shall have a representative available to assist in the installation of the box culvert. Precast box sections shall be installed, true to line and grade, in accordance with the contract plans. Placement of the box sections shall start at the downstream end and proceed upstream, unless otherwise indicated in the contract plans.

3. **Joints.** Precast box sections shall be installed with the female end upstream and the male joints fully entered therein. The joint openings between adjacent precast units shall not exceed 3/4". The joints shall be sealed with a continuous gasket installed at the precast plant. Joints shall be drawn together with mechanical connectors, as shown on the approved working drawings. Culverts with a clear rise greater than 4' shall have a minimum of four connectors per joint. Smaller culverts shall have a minimum of two connectors per joint. The number of mechanical connectors supplied shall be equal to the number of connectors required per joint multiplied by the number of joints unless otherwise approved by the Engineer. After installation, connectors may be left on or removed at the contractor's option, unless otherwise noted in the contract plans. When the contract plans require, or the contractor chooses to leave the connectors in place, they shall be galvanized and located so that they do not create an obstruction inside the culvert. Gaps which occur on the interior surfaces of the culvert due to misalignment or grade difference shall be filled as ordered by the Engineer, with an approved concrete repair material so as to produce a smooth continuous surface.

ITEM 603.63XXYY15 PRECAST CONCRETE BOX CULVERT (Fill Height Less than 2' – 0")
ITEM 603.64XXYY15 PRECAST CONCRETE BOX CULVERT (Fill Height 2' – 0" or Greater)
ITEM 603.65XXYY15 PRECAST CONCRETE BOX CULVERT (Bridge Size, Fill Height Less than 2' – 0")
ITEM 603.66XXYY15 PRECAST CONCRETE BOX CULVERT (Bridge Size, Fill Height 2' – 0" or Greater)

4. **Backfilling.** The types of materials to be used in backfilling and the procedure of placement shall conform to the contract plans and the applicable provisions of Subsection 203-3.13.

METHOD OF MEASUREMENT

The quantity to be measured for concrete box culvert sections shall be the number of linear feet (laying length) furnished and installed in the work. Linear feet (laying length) shall be measured by multiplying the number of whole units by the nominal length of each unit and adding, thereto to the length of any fractional units incorporated in the work. The nominal length of a unit or fractional unit shall be the inside measured length from one butting end to the other butting end measured along the bottom centerline of the unit.

BASIS OF PAYMENT

The quantity to be paid for shall be the number of linear feet of each size box culvert section incorporated in the work. The unit price bid shall include the cost of furnishing all labor, materials, equipment and installation supervision by the precast manufacturer's representative, necessary to satisfactorily complete the work. The cost of furnishing and installing headwalls and cut off walls shall also be included in the unit price bid.

Payment shall be made under Item 603.63XXYY15, 603.64XXYY15, 603.65XXYY15, and 603.66XXYY15, where XX and YY, as indicated in the itemized proposal shall mean the inside span and rise dimensions respectively in feet, to the nearest whole foot, of the precast section.

Maximum XX value = 24 feet
Maximum YY value = above 10 feet consult Materials Bureau.

ITEM 604.0625--25 - CONNECTIONS TO EXISTING DRAINAGE SYSTEM

1. DESCRIPTION:

1.01 Under this item the Contractor shall make connections to the existing drainage system for the purpose of extending culverts, outletting underdrains, introducing new pipes, or installing new drainage inlets.

2. MATERIALS:

2.01 Cement Grout shall meet the requirements of Section 701-05.

2.02 Others as shown on the plans.

3. CONSTRUCTION DETAILS:

3.01 Where such connection is for the purpose of outletting an underdrain into an existing drainage structure, or introducing new pipes, the Contractor shall break a hole into the structure of sufficient size to accommodate the underdrain or pipe which is to be connected to it. The joint so formed shall then be cement grouted in an acceptable manner.

3.02 Where such connection is for the purpose of constructing a new inlet structure, the existing pipe shall be neatly cut to conform to the inside surface of the new structure. Then the walls of the new structure shall be constructed in such a manner as to create a watertight seal around the pipe to the satisfaction of the Engineer. All materials shall conform with the requirements set forth in the plans and in these specifications.

3.03 The Contractor shall execute his work in a manner that will not cause damage to any part of the existing drainage system that is to remain. Any pipe, catch basin, headwall or other appurtenance that is so damaged or disturbed shall be replaced in kind and reset (pipes, frames and grates) or repaired (CB, DI & HW) at the Contractor's expense.

4. METHOD OF MEASUREMENT:

4.01 For each connection made under this item, the Contractor shall receive the unit price bid.

5. BASIS OF PAYMENT:

5.01 The unit bid per connection shall include the cost of furnishing all necessary labor, materials and equipment to fabricate the necessary component parts of the connection, and where required, to construct forms, drill holes, furnish and install dowels. The cost of all fabricating, steel dowels, concrete, cement and grout shall also be included in the unit price bid for this item.

5.02 Excavation, Filter Material, if required, and backfill materials will be paid for under their appropriate items.

ITEM 605.21015025 – PRE-CAST CONCRETE HEADWALL FOR 6-INCH LATERAL OUTLET PIPES

1. DESCRIPTION:

1.01 This work shall consist of furnishing and installing pre-cast concrete headwalls at lateral outlet pipes where shown in the contract documents or as directed by the Engineer.

2. MATERIALS:

2.01 **Pre-Cast Headwall.**

A. Notify the Engineer of the name and location of the pre-cast headwall fabricator at least 30 days before the start of production. Supply pre-cast headwalls meeting the requirements of §704-03, except as noted herein.

B. Refer to NYSTA Standard Sheets for details and dimensions. Proposed changes to these dimensions, other than minor changes approved by the Engineer, require submission of three complete sets of working drawings to the Engineer for review and approval.

C. Mark the name or trademark of the manufacturer, the date of manufacture, and the unit identification number on the units with permanent waterproof paint.

2.02 **Rodent Screen.** Use screens #2 or #3 welded wire mesh, 16 gauge or heavier, made of Type 304 stainless steel wire or carbon steel wire, hot dipped galvanized in accordance with §719-01. A manufacturer's certification to these requirements will serve as the evidence of acceptability.

2.03 **Steel Bars.** Use ½-inch diameter, 2-foot-long deformed or plain billet-steel bar meeting the requirements of ASTM A615 (such that it will fit in holes in head wall). The steel bar shall be either hot dipped galvanized in accordance with ASTM A123 or epoxy coated in accordance with §709-04. A manufacturer's certification to these requirements will serve as the evidence of acceptability.

3. CONSTRUCTION DETAILS:

3.01 Install each headwall with a rodent screen and two steel bars as specified. Install headwalls flush with the finished slope and orient to allow the headwall apron to drain. Extend outlet pipes into the headwall fitting until flush with the installed rodent screen. Install a steel bar in each of the two holes, driven to a minimum of 5/8 inch and a maximum of 2 inches below the top surface of the headwall.

4. METHOD OF MEASUREMENT:

4.01 The quantity to be measured for payment will be the number of headwalls furnished and installed according to the contract documents.

5. BASIS OF PAYMENT:

5.01 The unit bid price per headwall shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work. Headwalls damaged during construction shall be replaced at no additional cost to the Authority.

ITEM 613.04000001 - STOCKPILING AND PLACING EXISTING STREAM BED MATERIALS

DESCRIPTION

This work shall consist of stockpiling and placing existing stream bed materials in conformance with the lines, grades and thickness shown in the Contract Documents or as directed by the Engineer.

MATERIALS

Stream bed materials shall come from the existing stream bed areas within the work limits as shown in the Contract Documents or as determined by the Engineer.

Stream bed materials shall be the surface layer of the native stream bed and shall be free of refuse and debris.

CONSTRUCTION DETAILS

1. Work Plan. The Contractor shall submit a work plan to the Engineer describing the methodology and equipment that will be utilized to complete the stripping, stockpiling, and placing of the stream bed materials. The work plan shall also identify the Contractor's protection of all watercourses from water borne sediment or other pollutants. No work shall commence in the stream bed until the Engineer has reviewed and provided the Contractor with written acceptance of the work plan.

2. Stripping of Existing Stream bed Materials. Stream bed materials shall be stripped from the areas and to the depth designated in the Contract Documents or as directed by the Engineer. The stream bed materials shall be stripped prior to starting the general excavation in the area. After stripping, the stream bed materials shall be immediately placed or stockpiled in a location approved by the Engineer and surrounded with an appropriate erosion control measure.

3. Preparation of Areas to Receive Stream bed Materials. The surface within the areas to be covered by stream bed materials shall be de-watered and graded so that the completed work after the stream bed material is placed, shall conform to the specified lines and grades. The Contractor shall chink the voids in these areas as necessary to the satisfaction of the Engineer, prior to the placement of the stream bed materials.

4. Placing and Spreading of Stream bed Materials. The stream bed materials shall be placed to the thickness and grade lines designated as shown in the contract documents and in a manner consistent with the approved work plan, unless otherwise directed by the Engineer.

5. Restoration. The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded as required by the Engineer and put into a condition acceptable for seeding. Surplus stream bed materials shall be disposed of in accordance with the provisions of 203-Disposal of Surplus Excavated Material.

ITEM 613.04000001 - STOCKPILING AND PLACING EXISTING STREAM BED MATERIALS

METHOD OF MEASUREMENT

Stream bed material quantities shall be measured in cubic yards, computed from the final (in place) payment lines shown on the plans except where revised payment lines are established by the Engineer.

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all equipment, labor, and materials necessary to complete the work as specified. The stripping (excavation) of the stream bed materials shall be paid for under the appropriate excavation item(s) as noted in the Contract Documents.

ITEM 619.0801xx25 – REMOVE PAVEMENT MARKING STRIPES (6 INCHES)

1. DESCRIPTION:

1.01 The provisions of Section 619-1.05 shall apply.

2. MATERIALS:

2.01 The provisions of Section 619-2.05 shall apply.

3. CONSTRUCTION DETAILS:

3.01 The provisions of Section 619-3.05 shall apply.

4. METHOD OF MEASUREMENT:

4.01 The provisions of Section 619-4.05 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 covered or removed and will be based on a 6-inch wide stripe. No measurement will be made for the gaps between broken and dotted line segments.

B. Measurement for covering or removal 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 The provisions of Section 619-5.05 shall apply except as follows:

xx = Material

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

ITEM 619.1001xx25 – 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 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

The contractor shall cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated and detailed on the plans and as directed by the Engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

Existing pavement and overlay shall be cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections, using appropriate equipment. After the pavement has been cut through, the Contractor may use pry bars, pneumatic tools or other methods, to pry loose the pavement to be removed from the pavement that is to remain. A pavement breaker may be used to break up the pavement to be removed after the pavement has been completely cut through and completely free from the pavement to remain.

When pavement cutting is called for in the Contract documents, if a neat vertical face with minimal shatter is obtained by performing an adjacent operation (such as milling) which eliminates the need to perform a separate pavement cutting operation, payment will be made for both the pavement cutting item and the item for the adjacent operation.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired at no additional cost to the State. Pavement cutting that the contractor chooses to do for his/her own convenience shall not receive any additional payment from the State.

METHOD OF MEASUREMENT:

The quantity to be measured will be the number of linear feet of pavement cutting satisfactorily completed.

BASIS OF PAYMENT:

The unit price bid per linear foot of pavement cutting shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment for prying, breaking, removal and disposal of cut pavement shall be made through other appropriate items.

ITEM 633.05040008 - CLEAN AND FILL JOINTS AND CRACKS IN ASPHALT CONCRETE PAVEMENT, AND ASPHALT OVERLAY ON CONCRETE PAVEMENT

DESCRIPTION

This work shall consist of cleaning and filling joints and cracks in the existing pavement prior to the application of a new course.

MATERIALS

Materials will conform to the following subsections of the Standard Specifications:

Plant Mix Pavements	401
Bituminous Materials	702
Fine Aggregate	703-01
Mineral Filler	703-08

CONSTRUCTION DETAILS

Clean all packed dirt, vegetation and extraneous materials from all unsealed and inadequately sealed joints and cracks greater than ½ inch in width to a depth equal to a minimum of twice the width of the joint or crack. With existing asphalt overlays, the material shall be removed to the full depth of the overlay if the overlay depth is less than twice the width of the crack. This includes loose pieces of asphalt between secondary cracks. All spalls and potholes shall be cleaned to sound Asphalt Concrete or Portland Cement Concrete. This work shall be done prior to shimming wheel ruts and/or T&L.

Keep joints, cracks, spalls, and potholes clean until the filling and paving operations are completed.

Complete all stress relieving pavement repairs, transverse joint repairs, and/or blowup repairs, prior to beginning this work.

Fill all cleaned joints, cracks, spalls, and potholes with asphalt concrete meeting the requirements of Shim Course F9, Warm Mix Asphalt.

METHOD OF MEASUREMENT

This work will be measured on a lump sum basis for work satisfactorily completed in a manner approved by the Engineer.

BASIS OF PAYMENT

Payment includes the cost of all labor, materials, and equipment necessary to complete the work

ITEM 635.04030225 - RECESS DIAMOND GRINDING FOR INLAID PAVEMENT MARKINGS

1. DESCRIPTION:

1.01 This work shall consist of grinding bituminous or portland cement concrete pavement surfaces for recessing pavement markings.

2. MATERIALS:

2.01 None specified.

3. EQUIPMENT:

3.01 Grinding equipment shall have free-floating cutting heads to provide a consistent groove slot depth over irregular pavement surfaces. The cutting heads shall have diamond saw blades only; no other type will be permitted. Grinding equipment shall be capable of producing a final pavement surface that has perpendicular vertical sides and a smooth, flat bottom free of ridges.

4. CONSTRUCTION DETAILS:

4.01 The work required to grind pavement surfaces for inlaid pavement surfaces shall be performed in accordance with these specifications, the contract documents and to the satisfaction of the Engineer.

4.02 Areas receiving pavement markings shall be ground to a depth of 80± mils. The grinding width shall exceed the pavement marking width by a total of 1 inch.

4.03 Line segments in broken lines and dotted lines shall be ground to provide the ±80-mil depth along the entire specified length of the marking.

4.04 **Wet Saw Blade Operation.** If grinding is done with water, the groove shall be immediately flushed with high pressure water to avoid build-up and hardening of slurry. The pavement surface shall be dry prior to application of the pavement markings.

4.05 **Dry Saw Blade Operation.** If grinding is done with dry saw blades, dust and debris shall be immediately removed by vacuuming.

4.06 The pavement shall be returned to a debris-free condition prior to re-opening to traffic.

4.07 **Disposal of Material.** Millings and/or grinding slurry shall be removed and disposed as non-hazardous industrial waste according to Section 107-10.

5. METHOD OF MEASUREMENT:

5.01 Recess diamond grinding will be measured in feet along the centerline of the prepared surface and will be based on a 7-inch-wide groove (6-inch-wide stripe plus ½ inch each side).

6. BASIS OF PAYMENT:

6.01 The unit price bid shall include the cost of all labor, materials, and equipment necessary to complete the work. The cost of maintaining and protecting traffic during recess diamond grinding operations and cleaning and drying the grooved surfaces shall be included in the price bid.

6.02 No payment will be made for grinding beyond the specified length of the line segments in broken lines and dotted lines.

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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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

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 639.2X010011 – CPM (CRITICAL PATH METHOD) PROGRESS SCHEDULE - Type 2

DESCRIPTION

This work shall consist of preparing, maintaining and submitting a Progress Schedule using the Critical Path Method on Oracle-Primavera P6 software which demonstrates complete fulfillment of all work shown in the contract documents. All work to prepare and maintain the CPM Progress Schedule shall be performed using the scheduling software application provided by the Department on network servers and accessed through the Internet with Department provided user accounts. The Contractor shall regularly revise and update the Progress Schedule, and use it in planning, coordinating and performing all work. Schedule activities shall accurately depict the entire scope of work to be performed to complete the project including, but not limited to, all work to be performed by the Contractor, subcontractors, fabricators, suppliers, consultants, the Department, and others, contributing to the project.

DEFINITIONS

Activity - A discrete, identifiable task or event that usually has an expected duration, has a definable Start Date and/or Finish Date, and can be used to plan, schedule, and monitor a project.

Activity, Controlling - The first incomplete activity on the critical path.

Activity, Critical - An activity on the critical path.

Actual Start date- At the activity level, the Actual Start date represents the point in time that meaningful work actually started on an activity.

Actual Finish date - At the activity level, the Actual Finish date represents the point in time that work actually ended on an activity (Note: in some applications areas, the activity is considered "finished" when work is "substantially complete.")

Backward Pass – Calculation of the late start and late finish dates for each activity, based on the start or finish dates of successor activities as well as the duration of the activity itself. It is also known as the second pass.

Baseline Progress Schedule @ Award- The Progress Schedule submitted by the Contractor and accepted by the Department that shows the plan to complete the construction contract work. The Baseline Progress Schedule @ Award represents the Contractor's plan at the time of Contract Award for completing the project.

Bid Date – The date the contract is let and there is an announcement by the Department of an apparent low bidder.

Completion Date, Contract - The date specified in Article 1 of the Contract for completion of the project or a revised date resulting from properly executed time extensions.

Anticipated Completion Date - The date forecasted by the Progress Schedule for the completion of the contract work.

Constraint - A schedule restriction imposed on the Start or Finish date(s) of an activity that modifies or overrides an activity's relationships.

Contemporaneous Period Analysis Method – A technique for evaluating schedule delays or time savings. The analysis period for the purpose of these provisions shall be the period covered in each regular progress update to the schedule, as they coincide with contract payments to the Contractor.

Contractor's First Day of Work - The day of the Contractor's first day of physical work within the highway Right-of-Way.

Contractor's Last Day of Work - The Contractor's last day of physical work in the field, and the Contractor has demobilized (no longer has any presence within the highway right-of-way).

Contractor Work Day - A calendar day scheduled for active prosecution of the work.

ITEM 639.2X010011 – CPM (CRITICAL PATH METHOD) PROGRESS SCHEDULE - Type 2

Critical Path – In the Progress Schedule the critical activities shall be those activities being on the longest path. In a project network diagram, it is the series of activities which determines the earliest completion of the project.

Critical Delay - An event, action, or other factor that delays the critical path of the Progress Schedule and extends the time needed for completion of the construction project.

Critical Path Method (CPM) – A network analysis technique used to predict project duration by analyzing which sequence of activities (which path) has the least amount of scheduling flexibility (the least amount of float). A scheduling technique utilizing activities, durations, and interrelationships/dependencies (logic), such that all activities are interrelated with logic ties from the beginning of the project to the completion of the project. Early dates are calculated by means of a forward pass using a specified start date. Late dates are calculated by means of a backward pass starting from a specified completion date (usually the forward pass's calculated project early finish date).

Data Date – The date entered in the Project Details, in the Dates tab, which is used as the starting point to calculate the schedule. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "planned."

Deliverable – Any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project. Often used more narrowly in reference to an external deliverable, which is a deliverable that is subject to approval by the Department.

Draft Baseline Progress Schedule – An optional schedule submission that reflects an outline of the schedule format and content proposed by the Contractor's Project Scheduler to comply with the schedule provisions in the contract to solicit early comments by the Engineer, prior to the submittal of complete Baseline Progress Schedule @ Award.

Duration, Original - The original estimated number of working days (not including holidays or other non-working periods) in which the work task associated with the activity is expected to be performed. (The number of calendar days may be different based on the calendar assigned to the activity.) For certain activities such as concrete curing, or others approved by the Engineer, the calendar shall reflect no non-working days.

Duration, Remaining - The estimated time, expressed in working days (not including holidays or other non-working periods), needed to complete an activity that has started but has not finished.

Early Completion Schedule - A progress schedule will be considered an early completion schedule when the schedule submitted by the Contractor indicates a completion date that is earlier than the specified contract completion date, or the Finish date of any interim Milestone work activity is earlier than the date specified in the contract. This includes, but is not limited to, B-Clock activities, activities subject to Incentive/Disincentive provisions, and/or specific Liquidated Damages provisions, and Lane Rental activities.

Enterprise Project Management Database (EPMD) – The Department's database of construction project Progress Schedules.

Final Baseline Progress Schedule @ Award - The original plan against which the Contractor's progress is measured. The Final Baseline Progress Schedule @ Award represents the original plan at the award of the contract, of what is expected to happen. Once the Final Baseline Progress Schedule @ Award is accepted by the Engineer it is saved and used as a basis to compare against Progress Schedules Updates.

Float Suppression - Utilization of zero free float constraints which allows an activity to start as late as possible by using all of its' available free float. This technique allows activities to appear more critical than if the activity's total float was based on early dates. Assigning zero free float prevents true sharing of total float between Department and the Contractor. Utilization of overly generous activity durations and overly restrictive calendar non-working periods are also considered to cause float suppression.

Float, Free - The amount an activity can slip without delaying the immediate successor activities. Free Float is the property of an activity and not the network path.

Float, Total - The amount of time an activity (or chain of activities) can be delayed from its early start without delaying the contract completion date. Float is a mathematical calculation and can change as the project progresses and changes are made to the project plan. Total Float is calculated and reported for each activity in a network, however, Total Float is an attribute of a network path and not associated with any one specific activity along that path.

Fragnet – A subdivision of a project network diagram usually representing some portion of the project.

Global data – Data classified by Oracle-Primavera software as Global, including Project Codes, Global Activity Codes, Global Calendars, Resource Calendars, Global Filters, Resources, Global Reports, User Defined Fields and Unit of Measure.

Key Plans - Key Plans are graphic representations made by the Contractor's Project Scheduler on paper copies of the appropriate contract plan sheets that reflect the Contractor's planned breakdown of the project for scheduling purposes to efficiently communicate the Contractor's activity coding scheme to State scheduling staff. The key plans prepared by the Contractor shall clearly define the boundaries of the work for each designated Area, the operations contained in various Stages of work, and work in the Work Zone Traffic Control (WZTC) Phases. The alphanumeric codes on the key plans shall match the code values for the activity code "Area", "Stage", and "WZTC Phase" in the Progress Schedule.

Longest Path - The sequence of activities through the Progress Schedule network that establishes the Scheduled Completion Date

Look-Ahead Schedule – A three week time segment generated from the accepted Progress Schedule that shows the actual work progressed during the previous one week and forecasts the work planned for next two week period following the Data Date, and includes any major materials to be delivered and any lane closings or anticipated shifts in WZTC.

Milestone – An activity with zero duration that typically represents a significant event, usually the beginning and end of the project, milestones set forth in the contract proposal, construction stages, a major work package, or the contract interim time-related clauses.

Narrative Report - A descriptive report submitted with each Progress Schedule. The required contents of this report are set forth in this specification.

Open End - The condition that exists when an activity has either no predecessor or no successor, or when an activity's only predecessor relationship is a finish-to-finish relationship or only successor relationship is a start-to-start relationship.

Predecessor - An activity that is defined by Schedule logic to precede another activity. A predecessor may control the Start Date or Finish Date of its successor.

Progress Schedule – A general Oracle-Primavera P6 Schedule as defined by this Specification.

Progress Schedule Update – Changes to the Progress Schedule that reflect the status of activities that have commenced or have been completed, including the following items: (a) Actual Start date and or Actual Finish date as appropriate; (b) Remaining Duration for activities commenced and not complete; and (c) Suspend or Resume dates for activities commenced and not complete.

Progress Schedule Revision – Revisions to the Progress Schedule ensure it accurately reflects the current means and methods of how the project is anticipated to progress, including modifications made to any of the following items: (a) changes in logic connections between activities; (b) changes in constraints; (c) changes to activity descriptions; (d) activity additions or deletions; (e) changes in activity code assignments; (f) changes in activity Productivity Rates; and (g) changes in calendar assignments.

Project Scheduler – The person that is responsible for developing and maintaining the Progress Schedule.

Projects Planned Start Date – The date entered in the Project Details, in the Dates tab, that reflects the Contractor's planned start of work (based on contract requirements, and reasonable expectation for a Notice to Proceed) at the time the bid was submitted to the Department.

Projects Must Finish By Date – A date constraint entered in the Project Details, in the Dates tab, that reflects the Contract Completion Date set in the Contract Documents or through a formal contract extension of time.

Recovery Schedule – A schedule depicting the plan for recovery of significant time lost on the project. This separate CPM schedule submission shall provide the resolution and include appropriate changes in network logic, calendar adjustments, or resource assignments.

Relationships - The interdependence among activities. Relationships link an activity to its predecessors and successors. Relationships are defined as:

Finish to Start - The successor activity can start only when the current activity finishes.
Finish to Finish – The finish of the successor activity depends on the finish of the current activity.
Start to Start – The start of the successor activity depends on the start of the current activity.
Start to Finish – The successor activity cannot finish until the current activity starts.

Resources, Contract Pay Item – Contract Pay Item resources shall be identified as a Material resource type. When required, Contract Pay Item resources are developed for each Pay Item in the contract, with the Resource ID matching the contract Pay Item and the Resource Name matching the description of the contract Pay Item.

Resources, Equipment – Equipment resources shall be identified as a Nonlabor resource type. A unique identifier shall be used in the Resource Name or Resource Notes to distinguish this piece of equipment from a similar make and model of equipment used on the project.

Resources, Labor – Labor resources shall be identified as a Labor resource type. Labor Resources shall identify resources that encompass direct labor at the Crew level.

Scheduling/Leveling Report – The report generated by the software application when a user "Schedules" the project. It documents the settings used when scheduling the project, along with project statistics, errors/warnings, scheduling/leveling results, exceptions, etc.

State Business Days – Monday through Friday, with the exception of State Holidays. Days scheduled for the active prosecution of work activities by State staff or the State's representatives.

Substantial Completion - the day, determined by the Engineer, when all of the following have occurred:

1. The public (including vehicles and pedestrians) has full and unrestricted use and benefit of the facilities both from the operational and safety standpoint, and
2. All safety features are installed and fully functional, including, but not limited to, illumination, signing, striping, barrier, guard rail, impact attenuators, delineators, and all other safety appurtenances, and
3. Only minor incidental work, replacement of temporary substitute facilities or correction or repair remains for the Physical Completion of the Contract, and
4. The Contractor and Engineer mutually agree that all work remaining will be performed with short term lane closures to minimize delays, disruption, or impediment to the traveling public. No overnight lanes closures will be allowed.

Successor - An activity that is defined by Schedule logic to succeed another activity. The Start Date or Finish Date of a successor may be controlled by its predecessor.

Time Impact Analysis - A technique to demonstrate the comparison of a time impact of a Progress Schedule revision prior to a change in the Contract work, against the current accepted Progress Schedule. It is also known as a "What-If" analysis.

Weekly Status Report – The report generated weekly from the updated Progress Schedule in an electronic Adobe Acrobat PDF format that reflects a Data Date for that Progress Schedule Update period. The report

shall be formatted to fit ANSI Size D paper (610 mm x 914 mm) (24 inch x 36 inch), listing all work activities from the data date to contract completion, using the NYSDOT Status Report Layout, sorted by Early Start Date, Total Float in increasing order, showing the Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Early Start date, Early Finish date, Start date, Finish date and Calendar ID.

Work Breakdown Structure (WBS) - A deliverable-oriented grouping of project elements, which organizes and defines the total scope of the project. Each descending level represents an increasingly detailed definition of project components or work packages.

Work Days – A calendar day (Monday through Friday) on which State offices are open to the public for business. State recognized public holidays are not work days**.** Days scheduled for the active prosecution of work activities by State staff or the State's representatives. (State Business Day calendar)

New York State Holidays	
New Years Day	**January 1**
Martin Luther King Day	**3rd Monday in January**
President's Day	**3rd Monday in February**
Memorial Day	**Last Monday in May**
Independence Day	**July 4th**
Labor Day	**1st Monday in September**
Columbus Day	**2nd Monday in October**
Veteran's Day	**November 11th**
Thanksgiving Day	**4th Thursday in November**
Christmas Day	**December 25th**

If the holiday occurs on a Saturday, it will be observed the Friday before. If the holiday occurs on a Sunday, it will be observed the Monday after.

Work Package - A deliverable at the lowest level of the work breakdown structure. A work package contains activities.

MATERIALS

None Specified.

CONSTRUCTION DETAILS

A. General. In addition to the attributes of the Progress Schedule provisions as set forth in §108-01, the Contractor shall prepare, furnish, and maintain a computer-generated Progress Schedule using the Critical Path Method (CPM) utilizing Oracle-Primavera scheduling software on the Department's network servers. The CPM Progress Schedule shall be prepared based on the principles defined by the latest issue of the Construction Planning & Scheduling Manual published by the Associated General Contractors of America, except where superseded by the contract documents such as the CPM Special Notes and this specification.

The Contractor and the Department shall use the Progress Schedule to manage the work, including but not limited to the activities of subcontractors, fabricators, the Department, other involved State agencies and authorities, other entities such as utilities and municipalities, and all other relevant parties involved with the project.

No work other than installation of the Engineer's Field Office, mobilization, procurement and administrative activities, installation of construction signs, installation of erosion and pollution protection, clearing and grubbing, field measurements, and survey and stakeout will be permitted to start until the Baseline Progress Schedule @ Award has been submitted to the Engineer, and the Engineer determines there are no deficiencies consistent with those identified in paragraph I.1 *Immediate Rejection of Progress Schedule Submissions.* .

The purpose of the Progress Schedule, and scheduling provisions in the contract, shall be to:

a) Ensure that the Contractor and the Department have a detailed plan and resources to complete the project in accordance with contract time requirements;
b) Provide a means of monitoring the progress of work;
c) Aid in communication and coordination of activities among all affected parties;
d) Analyze the effect of changed conditions on any milestone dates or on the contract completion date;
e) Analyze the effect of change orders for extra work or deductions, and unanticipated delays, on the contract completion date;
f) Establish a standard methodology for time adjustment analysis based on the principles of the Critical Path Method of scheduling, to analyze delays and resolve construction disputes concerning time;
g) Determine appropriate extensions or reductions of Contract Time.

In scheduling and executing the work, the Contractor shall:

a) Sequence the work commensurate with the Contractor's abilities, resources and the contract documents. The scheduling of activities is the responsibility of the Contractor.
b) Ensure that Progress Schedules prepared by the Project Scheduler for submission to the Department are in compliance with the Contract. The intent should be that Schedule submissions and accompanying Narratives are timely, complete, accurate, and in compliance with the Contract.
c) Communicate all Contract changes, and decisions or actions taken by the Contractor and all subcontractors, fabricators, etc, that effect the Progress Schedule to the Project Scheduler in a timely manner to allow appropriate development, maintenance, and update of the Progress Schedule.
d) Include all work contained in the Contract and all work directed in writing by the Engineer. Work activities directed by the Engineer to be added to the Contract shall be included in the next Monthly Progress Schedule submission.
e) Assure that Progress Schedule Updates reflect the actual dates that work activities started and completed in the field.
f) Break a schedule activity into multiple activities to reflect a discontinuity in the work if a work activity is suspended in the field and restarted at a later date, and the break between when the work was suspended to when it was resumed is significant compared to the original activity duration.
g) Ensure the Progress Schedule contains all work constraints and Milestones defined in the Contract.
h) Schedule the work using such procedures and staging or phasing as required by the Contract. Work designated as part of separate stages may be performed concurrently with other stages where allowed by the Contract or where approved by the Department.

Failure by the Contractor to include any element of work required by the Contract in the accepted progress schedule does not relieve the Contractor from its responsibility to perform such work.

Should the Contractor choose to show activities in the schedule that reflects their plan of work prior to the contract award, the Department does not incur any liability and such work being performed between the letting date and the contract award date shall be considered at risk work.

Errors or omissions on schedules shall not relieve the Contractor from finishing all work within the time limit specified for completion of the contract.

B. Project Scheduler. The Contractor shall designate an individual, entitled the Project Scheduler, who will develop and maintain the construction progress schedule. The Project Scheduler shall be present at the Preconstruction Schedule Meeting, prepared to discuss, in detail, the proposed sequence of work and methods of operation, and how that information will be communicated through the Progress Schedule. The Project Scheduler shall attend all meetings, or receive meeting minutes that outline schedule related issues of those meetings, which may affect the CPM schedule, including but not limited to those between the Contractor and their Subcontractors and between the Contractor and the Department. The Project Scheduler shall be knowledgeable of the status of all aspects of the work throughout the length of the Contract, including but not limited to: original contract work, additional work, new work, and changed conditions of work.

C. Scheduling Software. The State will provide Oracle-Primavera P6 software and computer system for use by the Engineer to review the schedules submitted by the Contractor. The Department has installed

Oracle-Primavera P6 software on internet accessible servers for use by the Department's construction inspection staff. Appropriate Department personnel, Consultants, and Contractors will also have access to these schedules on the Department's Enterprise Project Management Database (EPMD). The Department will determine the location to store the project schedule files on the EPMD, and will provide the Contractor the naming convention for all progress schedule submissions. The Contractor shall develop, update, and revise the Progress Schedules using the Department provided Oracle-Primavera P6 software application and the Contractor shall store all Progress Schedule files on the Department's EPMD.

C.1 User Access. The Contractor shall submit completed and signed Request for Access Forms to the Engineer for each proposed Primavera user to obtain the User ID's and Passwords for access to software and data on the Department's network servers. The form can be downloaded from the following web page https://www.dot.ny.gov/main/business-center/contractors/construction-division/primavera. These forms may submitted any time after the contract letting date and announcement by the Department that the Contractor is the apparent low bidder. The Department will process these requests and should generally provide the User ID's and Passwords within two weeks of receipt by the Engineer. Upon approval by the Construction Supervisor and the Office of Construction, required User ID's and passwords will be provided to the Contractor (for the Project Scheduler plus one other person) to obtain secure Internet access to the Oracle-Primavera software and project schedule data. If the contract is not awarded to this firm, the firms access to this project will be removed. Department provided User Id's and Passwords are assigned to specific individuals and shall not be shared with any other users.

C.2 User Security Privileges. User security privileges within the Oracle-Primavera database will be created and maintained by the Department. The Department will be the sole entity to modify the Enterprise Project Structure (EPS), the Organizational Breakdown Structure (OBS), Project Codes, Global Activity Codes, Global Calendars, User Defined Fields, Security Profiles, Admin Categories and Preferences. The Contractor's users will generally have the security privileges to create and edit activities, project calendars, project resources, project activity codes, as well as schedule and summarize the project.

Project schedules are developed from the Contractor's knowledge of the project, and the means and methods represented in those schedules are based on the Contractor's understanding of the contract documents, and the Contractor's past experience, which are unique to the Contractor. Schedule activity data and logic are therefore the intellectual property of the Contractor and will not be made available to other Contractors. All other schedule data, and all Enterprise data residing on the network servers, are the sole property of the Department.

The Contractor will be the sole entity allowed to physically modify the following data within the progress schedule: activity IDs; activity descriptions; activity durations; relationships between activities; successors and predecessors, actual start and actual finish dates of activities; planned start and planned finish dates of activities; and activity resources (with the exception that activities assigned resources labeled to reflect Department personnel may be changed to reflect specific individuals, or job roles, within the Department).

The Department may modify certain data associated with the progress schedule to ensure conformance to the Department's Enterprise Project Management standard schedule format. This means that the Department may: create additional layouts, filters and reports; create and edit additional user defined custom data fields; assign Project Codes; add and assign additional project Activity Codes; add and assign additional Cost Account Codes; add and assign additional Resource Codes; enter data in Notebook tabs; modify calendar ID's (although not the calendar itself); etc; that do not alter the established activities or schedule logic of the Contractor. The Engineer shall communicate to the Project Scheduler the types and scope of changes planned to be made to the progress schedules prior to the implementation of those changes. The Contractor shall not delete or modify any schedule data entered by the Department without prior approval by the Engineer. The schedule data added by the Department shall be incorporated into future schedule submissions of the Contractor.

The Department may make copies of the Contractor's progress schedules to perform what-if type analysis, which may involve any type of modification to those copies of the schedules.

C.3 Software availability. Oracle-Primavera software and schedule data on the Department's EPMD will generally be available for the Contractor's use at all times unless system maintenance (e.g. backups, upgrades, etc) is being performed. System maintenance will generally be conducted over short time periods between the hours of 10 PM – 6AM, Monday - Friday and on weekends. The Department does perform regular backup of data contained in the EPMD, and will make every effort to restore the latest historical copy of schedule submissions in the event of any data failure of the EPMD. The Contractor shall also be responsible for exporting copies of project progress schedules, recovery schedules, TIA schedules, after data modifications have been made as their backup of these submissions. In the event a Contractor's authorized user cannot access the software from 6AM to 10PM Monday through Friday, the Contractor shall provide written notification to the Engineer.

C.4 Schedule Templates. The Department will provide the Contractor either a project specific Suggested Preliminary Construction Schedule or a project schedule template for the Contractor's use in developing their CPM Progress Schedule.

C.5 Importing/Exporting Schedules. Contractor's users will have the security privileges to "Export" their progress schedule files from the central P6 database to a computer. However, the Department will not allow any user to "Import" or accept Progress Schedule files from any other computer system back into the Department's EPMD.

D. Meetings.

D.1. Preconstruction Schedule Meeting. The Contractor shall contact the Regional Construction Engineer after notification they are the apparent low bidder, but no later than two (2) Work Days following notification of contract award to schedule a Preconstruction Schedule Meeting. The purpose of this meeting will be to discuss essential matters pertaining to the satisfactory scheduling of project activities, and to resolve any known questions regarding interpretation of the contract requirements for this work.

The Project Scheduler shall be prepared to discuss the following:

a) The proposed hierarchal Work Breakdown Structure (WBS) for the Progress Schedules. The Project Scheduler shall provide a paper copy at the meeting.
b) The proposed project calendars.
c) The proposed project activity codes and various code values for each activity code. The Project Scheduler shall provide a paper copy at the meeting.
d) The specifics of any contract Time-Related Clauses (A+B Bidding, Incentive/Disincentive, Liquidated Damages, Lane Rental, etc.);
e) The Contractor's schedule methodology to be employed, proposed work sequence and any proposed deviations from the contract plans with respect to Staging or Work Zone Traffic Control phasing.
f) The Key Plans shall be provided at the meeting.
g) The factors that the Contractor determines to control the completion of the project and any milestone activity completion dates contained therein.
h) The Project Scheduler shall provide an outline for the content of the Narrative report for future Progress Schedule submissions.
i) Schedule submission protocol for Progress Schedule submissions.

The Contractor shall submit to the Engineer for review, a minimum of five Work Days prior to the Preconstruction Schedule Meeting, the following: a copy of the Key Plans, a print out of the proposed Work Breakdown Structure, a print out of each of the proposed project Calendars showing the Work Days versus non-work days and hours per day, and a list of the Code Values for each Project Activity Code proposed to be used in the schedules.

The Engineer will be available to answer questions regarding scheduling, including: the availability of Department supplied electronic file(s) containing sample project schedule information, sample

progress schedule narratives, Special Notes for CPM Scheduling, and required standard format for CPM Progress Schedules for contract work.

The Contractor shall schedule meetings as necessary with the Engineer to discuss schedule development and resolve schedule issues, until the Final Baseline Progress Schedule @ Award is accepted by the Engineer.

D.2. Progress Meetings. One topic of the regular progress meetings held by the Engineer and attended by the Contractor shall be a review of the Weekly Status Report generated from the Progress Schedule. The Contractor shall be represented by the Field Superintendent and Project Scheduler. The Project Scheduler shall bring a copy of the printed plot of the current Weekly Status Report to the progress meeting, the report shall show the current anticipated schedule for all remaining work with the critical path activities highlighted.

a) The review of the Status Report serves as the forum to discuss project progress and delays, suggested remedies, necessary Progress Schedule revisions, coordination requirements, change orders, potential Contractor time extension requests, and other relevant issues. If contract work is falling behind the Progress Schedule, the responsible party (i.e.- Contractor or Department) shall be ready to discuss what measures it will take in the next thirty (30) days to put the work back on schedule so as to meet the contract Completion Date specified in the contract.

b) Items of discussion will include, but are not limited to: project progress; schedule progress; near term and long-term schedule issues, including RFIs, Shop Drawing submittals, permit work, utility relocations, mitigation work; project issues and risks; proposed solutions; and any relevant technical issues that are schedule related.

c) At the meeting the Project Scheduler shall compile an action item list that describes who is responsible for existing or pending issues and the date by which the issue needs to be resolved to avoid delays. The Contractor shall forward a copy of the action item list to the Engineer within 2 business days following the meeting.

E. Progress Schedule Submissions:

E.1. Draft Baseline Schedule. The Contractor is encouraged, but not required, to submit a Draft Baseline Progress Schedule that demonstrates a sample of how the Project Scheduler's proposed alphanumeric coding structure and the activity identification system for labeling work activities in the CPM progress schedule will conform to the detailed requirements of this specification.

This submittal may be made anytime following notice to the Contractor that they are the apparent low bidder on the contract.

Critical items for this review should include but are not limited to: the proposed WBS for subsequent progress schedules; the proposed project Calendars; project Planned Start date; project Must Finish By date; major milestone activities (e.g. - Award, Notice to Proceed, Contractor's First Day of Work, Contractor's Last day of Work, Anticipated Completion Date); and between fifty to one hundred summary activities for the major work deliverables of the contract (e.g. - pave EB from STA x to STA y, construct roundabout 1, construct bridge xyz, etc) that have assigned Activity Ids, Activity Descriptions, Activity Durations, Predecessors, Successors, and Activity Relationships. These summary activities will be broken down into, or supplemented with, individual work activities for the baseline submission.

If any Crew resources are included, the composition of the staffing (the number and titles of the various staff) shall be listed in the Notes tab of the Crew resource, and the composition of the crews shall be included in the narrative. To the extent practicable, the Draft Baseline Progress Schedule should include administrative and procurement activities to be accomplished during the contract; planned submittal, review, and approval dates for shop drawings, working drawings, fabrication drawings, and contractor supplied plans, procedures, and specifications.

Any submission of a Draft Baseline Progress Schedule should be accompanied by a written Narrative that provides details of the Calendar assignments of Working Days versus non-work days, outlines the sequence of planned operations to complete the project work, and provides the proposed Activity Codes and Code values to be assigned to activities in future submissions of project progress schedules.

The review and comment by the Engineer of the sample schedule should assist the Project Scheduler in assuring the first submittal of the Baseline Progress Schedule @ Award will be in general conformance with the requirements of the specification and other contract requirements, and that major rework of the Baseline Progress Schedule @ Award will not be required. The Engineer will review the logic diagram, coding structure, activity identification system, and Narrative; and provide comments for required changes by the Project Scheduler for implementation in the submission of the Baseline Progress Schedule @ Award. The Engineer will provide written comments on major deficiencies within five (5) Work Days of receipt. The Department reviews Draft Baseline Progress Schedules solely for format, and will not consider any submission of a Draft Baseline Progress Schedule for approval as an Early Completion Schedule.

E.2. Baseline Progress Schedule @ Award – Within ten Work Days of receipt of the contract award the Contractor shall prepare and submit a Baseline Progress Schedule that meets the following requirements:

a) The schedule shall accurately reflect the proposed approach to accomplish the work outlined in the Contract documents and conforms to all requirements of this specification.

b) The schedule shall define a complete logical plan that can realistically be accomplished, to execute the work defined in the Contract.

c) The schedule shall comply with the work constraints and milestones defined in the Contract as well as all other contractual terms and conditions. The schedule shall be consistent in all respects with the specific interim Time-Related Contract Provisions, and any order of work requirements of the contract documents. The schedule shall meet all interim milestone dates and the contractor's Anticipated Completion Date shall not extend beyond the contract completion date. This submission shall reflect the Contractor's plan at the time of contract award, and prior to the start of any work.

d) **Float.** No negative float is allowed in the Baseline Progress Schedule @ Award submission.

e) **Data Date.** The contract Award Date shall be entered as the Data Date. If the Contractor submits a Baseline Progress Schedule @ Bid submission, the Data date shall be the date of the schedule submission to the Engineer and not prior to the bid date. Time shall be the end of the work day.

f) **Activity Codes.** The Progress Schedule shall have assigned, to the maximum extent practicable, the Global Activity Codes (DOT GLOBAL) identified in the Department's Primavera enterprise solution. Including, but not limited to Responsible Party, Stage and Type of Work. The Contractor shall also use a Project Level activity code named "Subcontractor" with code values identifying each of the approved subcontractors working on relevant activities.

g) **Project Level Layouts & Filters.** Any "Layouts", "Filters" and "Report" formats that the Contractor develops for the various Progress Schedules submissions to the Engineer shall be saved and made available to all other users of the project schedule with a name that includes the contract D#.
The Contractor shall assign appropriate Activity Codes and provide custom Layouts, Filters, and/or report formats necessary to allow the Engineer to generate a report from the each Progress Schedule submission of all submittals required under the contract (i.e., shop drawings, required permits, erection/demolition plans, etc). The list shall show scheduled submission date, review date, and acceptance date for each submittal and identify the earliest activity affected by each of these submittals. This list shall be generated from each Progress Schedule submission until all such activities are completed.

h) **Schedule Submission**

i) Within the timeframe indicated in Table 1 column 1, the Contractor shall send an email to the Engineer and Area Construction Supervisor, with copy to CPMSchedulingSection@dot.ny.gov notifying them the schedule is ready for review.

TABLE 1 (in Work Days)		
Timeframe from receipt of Notice of Award to Submission of complete Baseline Schedule. (Column 1)	**Timeframe for Engineer's Review (Column 2)**	**Timeframe from Notice of Award to acceptance by the Engineer not to exceed (Column 3)**

10	10	40

ii) The Engineer will review the schedule and return it, accept it with comments, or reject it within the timeframes indicated in Table 1 column 2, following the date of receipt of the Contractor's submission.

iii) If the schedule is returned with comments, the Contractor shall address all comments and revise the schedule as necessary. The Contractor shall complete the Final Baseline Progress Schedule @ Award and obtain the acceptance of the Engineer within the timeframe required in Table 1 column 3.

iv) If the schedule is accepted without any comments by the Engineer, the Contractor shall copy the schedule and rename it for submission as the Final Baseline Progress Schedule @ Award.

v) In no way does the Baseline Progress Schedule modify the contract documents.

E.3. Final Baseline Progress Schedule @ Award

a) If the Baseline Progress Schedule @ Award is returned to the Contractor with comments, the Contractor shall make a copy of the schedule and rename it as the Final Baseline Progress Schedule @ Award with comments addressed and revisions made as necessary. The Contractor shall complete the Final Baseline Progress Schedule @ Award and obtain acceptance of the Engineer within the timeframe required in column 3 of Table1, or within one week of the Contractor's receipt of the final comments by the Engineer, whichever is sooner.

b) The Engineer shall review the schedule and return it, accepted or with comments, within 5 Work Days following the date of receipt of the Contractor's submission.

c) The Final Baseline Progress Schedule @ Award must be "accepted" or "accepted as noted" by the Engineer prior to the Department evaluating any Contractor disputes associated with time impacts. This does not preclude the Contractor from submitting a dispute while the schedule is being reviewed for acceptance.

E.4. Progress Schedule Updates and Weekly Status Reports:

a) The Contractor shall perform a Progress Schedule Update, on a minimum, at the end of each week.

b) The Contractor shall generate a Weekly Status Report at the end each work week after performing the Progress Schedule Update and Scheduling the project with a Data Date of day the schedule was updated, and submit it to the Engineer by the beginning of business each Monday. The Weekly Status Report shall be generated using the activity Layout named Weekly Status Report, with activities grouped by the WBS, sorted by Finish Date. The Gantt Chart shall clearly indicate the project critical (longest) path. Graphical representations shall be shown at a suitable scale to be legible and readable.

c) During any time periods within the contract that special time-related contract provisions are in effect, including B-Clock periods or Incentive/Disincentive Periods, the Engineer may require more frequent Progress Schedule Updates and/or Progress Schedule Status Reports.

E.5. Monthly, Bi-Weekly, or Weekly Progress Schedule Submissions.

a) **First Progress Schedule Submission** – Within three Work Days following acceptance of the Final Baseline Progress Schedule @ Award the Contractor shall perform a Progress Schedule Update to reflect the status of all activities where work was performed in the time period between the start of work and acceptance of the Final Baseline Progress Schedule @ Award. This shall include actual dates entered in the Actual Start and Actual Finish columns, and percentage of work complete for uncompleted activities, in addition the Contractor shall incorporate any Progress Schedule Revisions that reflect any changes in how future work activities are to be completed.

b) **Subsequent Progress Schedule Submissions** – The Contractor shall prepare and submit subsequent Progress Schedule submissions on a regular basis based on the schedule type determined in the pay item in the contract.

Type 2A. Monthly Progress Schedules
Type 2B. Bi-Weekly Progress Schedules
Type 2C. Weekly Progress Schedules

The Contractor shall submit a copy of the current Progress Schedule that includes all Progress Schedule Revisions and Progress Schedule Updates to reflect the actual and planned prosecution and progress of the contract work. Progress Schedule Updates shall reflect the status of activities that have commenced or have been completed, including the following items: (a) actual dates in activity Actual Start and Actual Finish columns as appropriate; (b) actual Remaining Duration for activities commenced and not complete; and (c) actual activity Suspend or Resume dates for activities commenced and not complete. Progress Schedule Revisions reflect modifications made to activities in the current project baseline schedule in any of the following items: (a) activity Original Duration; (b) changes in logic connections between activities; (c) changes in Constraints; (d) changes to Activity Descriptions; (e) activity additions or deletions; (f) changes in Activity Code assignments; (g) changes in Calendar assignments, and Work Days; (h) Productivity Rates; (i) a list of Notebook Topic additions and changes . All "Out of Sequence" activities noted in the scheduling log shall be corrected to reflect the current construction operations.

c) For any contract time extension requests the Contractor shall include: a Time Impact Analysis (TIA) for any changes to the schedule for future work for such issues as Added Work, VECP, or Changed Conditions; and a Delay Analysis that documents all delays from the Contract Award to the current date that is based on critical path delays that occurred when comparing subsequent Monthly/Bi-Weekly or Weekly Progress Schedule submissions and the supporting delay documentation in the Progress Schedule Narratives.

E.6. As-Built Progress Schedule. The Contractor shall submit the As-Built Progress Schedule with Actual Start and Actual Finish dates for all activities, within ten (10) Work Days following final acceptance of work by the Regional Director.

E.7. Look-Ahead Schedule. Except during winter shutdown periods the Contractor shall prepare a Look-ahead Schedule as either a plotted report from the current progress schedule, or as a narrative report, and provide it to the EIC on a weekly basis, or if approved by the Engineer on a mutually agreed upon interval The Look-ahead schedule shall include all work activities planned for the next two week period, and include all work activities progressed in the previous one week period, and should also show: anticipated lane closures, road closures and detours, environmental issues, and utility issues. The Engineer will provide the Project Scheduler with guidelines for determining the begin dates and end dates for the one or two week reporting periods, along with the how the plotted schedule report or narrative report shall be formatted.

The Department generally uses this Look-ahead schedule to facilitate communication with other Federal or State agencies, local municipalities, utility companies, railroads, emergency service providers, public news media and other affected parties.

F. Detailed Progress Schedule Requirements.

F.1. Baseline Progress Schedule. As a minimum, the Contractor shall address the following:

a) Defining Project details and defaults – Within the Dates tab, the “Planned Start” shall be the Letting Date, the “Data Date” shall be the date of Contract Award, the “Must Finish By” date shall be the contract Completion Date. Within the Settings tab, define the Critical Activities as the “Longest Path”. The Project Scheduler role does not have security privileges to change this data in the project Details tab, however they have the ability through the “Schedule” function. Any requests for changes to other data with the Project Details needs to be forwarded by email to CPMSchedulingSection@dot.ny.gov; include in your request the contract Dnumber and the ProjectID.

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b) Sufficient activities shall be included to assure that there is adequate planning for the entire project. The appropriate number of activities will be largely dependent upon the nature, size, and complexity of the project. In addition to all site construction activities, network activities shall include: activities necessary to depict the procurement/submittal process including shop drawings and sample submittals; the fabrication and delivery of key and long-lead procurement elements; testing of materials, plants, and equipment; settlement or surcharge periods activities; sampling and testing period activities; cure periods; activities related to temporary structures or systems; activities assigned to subcontractors, fabricators, or suppliers; erection and removal of falsework and shoring; major traffic stage switches; activities assigned to the Department and other involved State agencies and authorities, including final inspection; activities to perform punch list work; and activities assigned to other entities such as utilities, municipalities, County government/agencies, and other adjacent contractors. The schedule shall indicate intended submittal dates, and depict the review and approval periods as defined in the Contract Documents for Department review.

c) The following Activity ID's and Activity Descriptions exactly as shown in Table 2 shall be incorporated into all Progress Schedules:

TABLE 2

Activity ID	Activity Description	Duration (Min)	Predecessor	Logic Tie	Responsible Party
M00001	Contract Letting Date	0 - Start Milestone	----	----	NYSDOT
00020	Contract Award Process	45 Calendar Days	M00001	SS	NYSDOT
C00005	Preconstruction Schedule Meeting	1 Work Day	M00001	SS	NYSDOT
C00011	Prepare & Submit DMWBE Goals	Minimum 1 Contractor Work Day	M00001	SS	Contractor
C00015	DMWBE Utilization Approved	15 Work Days	C000011	FS	NYSDOT
C00030	Submit Proof of Insurance	1 Contractor Work Day	M00001	SS	Contractor
M00025	Contract Award Date	0 - Finish Milestone	00020, C00015	FF	NYSDOT
C00010	Preconstruction Meeting	1 Work Day	M00001	SS	NYSDOT
C00035	Notification to Proceed	5 Work Days	M00025, C00030	FS	NYSDOT
C00040	Prepare/Submit Safety & Health Plan	Minimum 1 Work Day	M00001	SS	Contractor
C00045	Approve Safety & Health Plan	20 Work Days	C00040	FS	NYSDOT
M00050	Contractor's First Day of Work	0 - Start Milestone	C00035, C00045	FS	Contractor
C00055	Set Up Engineer's Field Office	20 Contractor Work Days	C00035	FS	Contractor
C00060	Prepare & Submit Baseline Progress Schedule @ Award	10 Work Days from Notice of Award	C00005	FS	Contractor
C00065	Review Baseline Progress Schedule @ Award	10 Work Days	C00060, M00025	FS	NYSDOT
C00070	Accept Baseline Progress Schedule @ Award	1 State Business Days (see Note 1)	C00065	FS	NYSDOT
C00075	Mobilization	20 Contractor Work Days	M00050	SS	Contractor

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TABLE 2

Activity ID	Activity Description	Duration (Min)	Predecessor	Logic Tie	Responsible Party
M00100	Field Work Begins	0 - Start Milestone	M00050, C00055, C00060		Contractor
M00900	Substantial Completion	0 - Finish Milestone	See definition	FF	Contractor
C09010	Other Agency Inspection	20 Work Days	M00900	FS	Others
C09020	NYSDOT Final Inspection	20 Work Days	M00900	FS	NYSDOT
C09030	Punchlist Work	20 Contractor Work Days	C09020	FS	Contractor
M00950	Contractor's Last Day of Work	0 - Finish Milestone	C09030	FF	Contractor
M00999	Anticipated Completion Date	0 - Finish Milestone	M00950	FF	Contractor
C09040	Demobilization	10 Contractor Work Days	C09020	FS	Contractor
M00925	Regional Recommendation for Final Acceptance	0 - Finish Milestone	C09040	FF	NYSDOT
M09999	Final Acceptance by the DCEC	0 - Finish Milestone	M00925	FF	NYSDOT
M99999	Final Agreement	0 - Finish Milestone	M09999	FF	NYSDOT
M99998	Final Payment	0 - Finish Milestone	M99999	FF	NYSDOT

Note 1 – Acceptance Date shall not exceed 40 Work Days from Notice of Award.

The Logic Tie shown shall be used as a relationship to the predecessor activities contained in the column named Follows.

d) **Work Breakdown Structure (WBS)** - A multi level hierarchal WBS shall be incorporated that provides a deliverable-oriented grouping of activities and defines the total scope of the project. The Contractor shall develop a detailed project specific WBS for the Engineer's review and approval. The Engineer shall make the final determination on the number of levels of the WBS, and how the activities shall be grouped to represent the deliverables of the project.

For all projects the first two levels (nodes) of the WBS shall be labeled as follows:

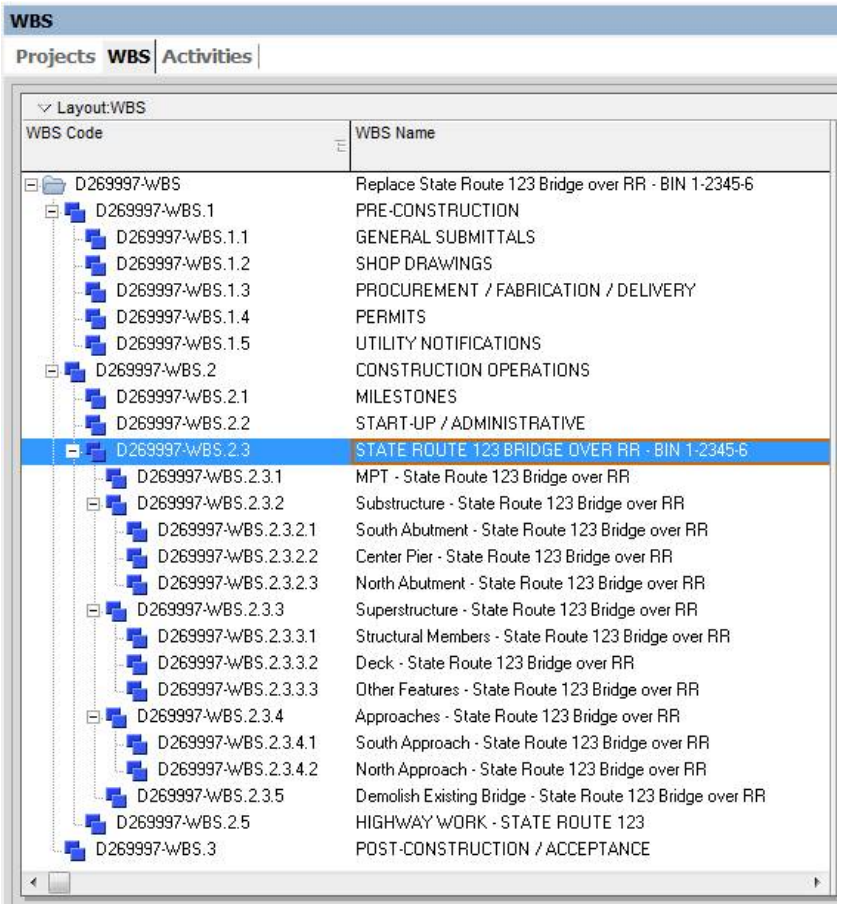
Level 1 - is the project level; and shall have the project name.
Level 2 - shall have three nodes; "PRECONSTRUCTION", "CONSTRUCTION", and "POST CONSTRUCTION";
Level 3- under "PRE-CONSTRUCTION", shall include at least three nodes "GENERAL SUBMITTALS", "SHOP DRAWINGS"; and "PROCUREMENT/FABRICATION/DELIVERY".
Level 3- under "CONSTRUCTION"; shall have three nodes "PRE-CONSTRUCTION", "CONSTRUCTION OPERATIONS", and "POST CONSTRUCTION/CLOSEOUT";

Under the "CONSTRUCTION OPERATIONS" node, the grouping of activities may vary depending on the scope and nature of the project work. The Contractor shall coordinate with the Engineer to determine the best way to represent (group activities) the project deliverables (i.e. Bridge, Roundabout, Highway segment, Interchange, Intersection, etc) and the various Stages or Phases of work. The Engineer may require sub nodes for AREA (geographic area within the project limits), STAGE, or for a bridge project SUBSTRUCTURE, SUPERSTRUCTURE, and DECK .

Generally Level 4 would be by geographic area within the project limits, Level 5 would be by highway feature (bridge, highway segment, intersection), Level 6 the highway features should be broken into their components (a bridge into components such as Piles, Substructure, Superstructure), and a highway segment into components such as pavement, drainage, earthwork, lighting, traffic signals, etc.

An example Work Breakdown Structure is shown below in Figure 1

FIGURE 1



e) **Activity ID** - Include a unique identification number for each activity. Activity ID numbers shall not be changed, or reassigned for the duration of the contract. Task type Activity IDs shall be prefixed by a "C". Milestone type activities shall be prefixed by an "M". .

f) **Activity Name** - Clearly and uniquely define each activity name with a description of the work that is readily identifiable to inspection staff and the progress of each activity can be measured. Each Activity shall have a narrative description consisting at a minimum of a verb or work function (i.e.

form, pour, excavate, etc), an object (i.e. slab, footing, wall, etc), and a location (i.e. STA, bridge or retaining wall number, street, etc). The work related to each Activity shall be limited to one Area of the contract, one Stage of the contract, one WZTC Phase of the contract, and one Responsible Party of the contract. The Activity Name shall not be changed for the duration of the contract without approval of the Engineer.

g) **Milestone Activities** - Include activities for all contract milestones that define significant contractual events such as Contract Award, Notice to Proceed, Contractor Start Work, Substantial Completion, Physical Completion, Contract Completion, and coordination points with outside entities such as utilities, State agencies, Authorities, municipalities, Time-Related Contract Provisions, etc.
   - The Contract Award milestone shall have a primary constraint of "Finish On" and the date of Contract signature by the State Comptroller,
   - The Contract Completion milestone shall have a primary constraint of "Finish on or before" and the contract Completion Date.
   - The Contractor Start Work" Start milestone activity, that will eventually reflect the actual date the Contractor started work authorized under the contract.

h) **Activity Durations** – Define the Original Duration of each activity in units of whole work days, except for activities of less than one day duration which should be shown in units of tenths of a day. Except submittal/procurement activities, durations shall not exceed 15 work days unless approved by the Engineer. Durations for Department submittal reviews shall meet the requirements set forth in the contract documents. If requested by the Engineer, the Contractor shall justify the reasonableness of planned activity time durations. Task Dependent activities shall not have a zero duration.

i) **Activity Relationships** - Clearly assign predecessors and successors relationships to each activity, and assign appropriate logic ties between activities (Finish to Start, Start to Start, Finish to Finish, etc). Do not have any open ended activities, with the exception of the first activity and last activity in the schedule. An activity may only appear once as a predecessor or successor to another specific activity, but may be assigned as a predecessor or successor to many different activities. Do not include inappropriate logic ties with Milestone activities (For a finish milestone activity: a predecessor shall only be assigned a Finish to Finish logic tie, a successor shall only be assigned a Finish to Start or Finish to Finish logic tie. For a start milestone: a predecessor shall only be assigned a Finish to Start or Start to Start logic tie, a successor shall only be assigned with a Start to Start logic tie). Lag time may not exceed 10 days. The Contractor shall not use negative Lag times.

j) The Contractor shall assign the "Contract Award Date" activity as a predecessor to all Review and Approval type activities to be performed by Department staff.

k) **Activity Constraint Dates** – The Contractor shall not have any constrained activities, with the exception of contractual dates, unless the Engineer accepts such constraints in writing. Milestone activities shall be included for the Contract Award which shall have a primary constraint of "Finish On" and the date of contract signature by the State Comptroller, and for the Anticipated Contract Completion which shall have a primary constraint of "Finish on or before" and the contract completion date indicated in the contract documents. Only contractual/owner-designated constraints are allowed unless specifically authorized by this specification or the Engineer. . If used, only Constraints of type, "Finish on or Before", 'Start on or After", or when deemed appropriate by the Engineer "As-Late-As-Possible" are acceptable

l) **Activity Dates** – With the exception of contract Milestone dates, "Actual Start" and "Actual Finish" dates and "Planned Start" and "Planned Finish" dates, activity dates shall be calculated by the project scheduler tool within the Oracle-Primavera software. No Actual Start or Actual Finish dates shall be entered in the Baseline Progress Schedule @ Award, with the exception of activities that were completed prior to the Contract Award.

m) **Calendars** - Use clearly defined calendars that account for expected seasonal weather conditions (including winter shutdown periods) and environmental permit requirements, for the planning and scheduling of activities. Do not incorporate an activity with a description of "Winter Shutdown" that requires constraints. Provide the working days per week, non-working holidays. Also provide the

number of shifts per day, and the number of hours per shift by using the Calendar feature, called "Time Periods" in the P6 software. Incorporate any seasonal restrictions to the work within calendars assigned to activities.

- Global calendars used in the progress schedule shall be those established by the Department. There are only two Global Calendars developed and maintained by the Department for use by Contractor's, they are the following:
  - NYSDOT Milestone/Curing 365 Day / 8 hour
  - State Business Days, 5 Day Work Week w/State Holidays, Field

  All milestone activities in the schedule shall be assigned the standard Global calendar named 'NYSDOT Milestone/Curing 365 Day / 8 hour", this calendar should also be assigned to any activities for concrete curing. Activities for shop drawing reviews and other approvals by Department personnel shall be assigned the Department's standard Global – "State Business Day, 5 Day Work Week w/State Holidays, Field" Calendar that reflects all holidays observed by the State.

  Changes desired for these calendars shall be forwarded by email to CPMSchedulingSection@dot.ny.gov, and if appropriate these changes will be performed by the Office of Construction system admin staff. This will be accomplished by making a copy of the existing Global calendar, and then the new calendar will be renamed and modified as necessary.
- Calendars related to specific resources (i.e., Crane, Bidwell, Asphalt Paver) shall be established as Project level Calendars (not Resource calendars), with the Calendar name clearly identifying the resource.
- All other calendars developed by a Contractor shall be established as Project Calendars, with the calendar name including the contract D# and describing the function (i.e., D260000 - Asphalt Calendar, D260000 - Concrete Calendar, D260000 - Landscape Calendar, D260000 - Painting Calendar, D260000 – Contractor's 5 Day/8 Hour Workweek). All work activities of the Contractor shall be assigned to Project Calendars.
- The Baseline Progress Schedule can not include a calendar that reflects any workers working more than 8 hours in any one calendar day or more than 5 days in any one week. (§102-10 LABOR AND EMPLOYMENT) Following the contract award the Contractor can add additional calendars in their next Monthly Progress Schedule submission based on an approved overtime dispensation.

n) Clearly define significant interaction points between the Contractor, the Department, and other entities including but not limited to: Federal, State and local agencies/authorities; and utilities. All activities of the Department, utility companies, adjacent contracts, and other entities that affect progress and influence any contract required dates including durations shall be shown in the schedule. This includes dates related to all Permits or Agreements. The schedule shall give special consideration to sensitive areas such as road closures and parklands and shall indicate any time frames when work is restricted in these sensitive areas as outlined in the permits issued by the regulatory agencies, and provided in the contract documents.

o) **Activity Resources** – It shall be the Contractor's responsibility to assure the activity logic in the schedule properly reflects their resource limitations. An activity shall not involve multiple crews comprised of the Contractor and a subcontractor, or multiple subcontractors.

The level of resource loading of the schedule shall dependant on the schedule Type.

Type 2A. Monthly Progress Schedules - The Contractor will generally not be required to develop Labor resources, Equipment resources or Contract Pay Item resources in the Resource Dictionary, or assign them to schedule activities.

Type 2B. Bi-Weekly Progress Schedules - The Contractor shall develop crew level Labor resources, along with Equipment resources in the Resource Dictionary, and assign them to schedule activities. Equipment resources for major or specialty equipment such as tower cranes, piledrivers, barges, asphalt pavers, concrete pavers, dozers, front end loaders, backhoes, rollers,

excavators, graders, long line striping truck or other equipment that cannot be rented easily shall be assigned to schedule activities.

Type 2C. Weekly Progress Schedules - The Contractor shall develop Labor resources, Equipment resources and contract Pay Item resources in the Resource Dictionary. The Contractor shall define labor resources for the project that comprise the various labor classifications (i.e. – Tower Crane Operator, Operator, Labor Foreman, Laborer, Carpenter, Teamster, Dock Builder, Iron Worker, Painter…), and these resources shall be assigned to schedule activities. Equipment resources for major or specialty equipment such as tower cranes, piledrivers, barges, asphalt pavers, concrete pavers, dozers, front end loaders, backhoes, rollers, excavators, graders, long line striping truck or other equipment that cannot be rented easily shall be assigned to schedule activities. The Department shall provide a resource library of Global Pay Item resources for all standard pay items contained in the Standard Specifications, and the Contractor shall develop pay item resources for any pay items for Special Specifications in the contract. For each activity in the Progress Schedule the Contractor shall assign the appropriate pay item resources, and within the resource details enter the appropriate quantity for each pay item. The Baseline Progress Schedule at Award shall include resource loading for the first ninety (90) days of anticipated contract field (non administrative) work. The remaining activities will require pay item resource assignments as required under paragraph F.2.c. The resource allocations shall be shown to a level of detail that facilitates report generation based on labor classifications and equipment classes for the Contractor and subcontractors. The Contractor shall optimize and level labor to reflect a reasonable plan for accomplishing the work of the contract and to assure that resources are not duplicated in concurrent activities. The time-scaled resource histograms shall show labor classifications and equipment classes to be utilized on the contract.

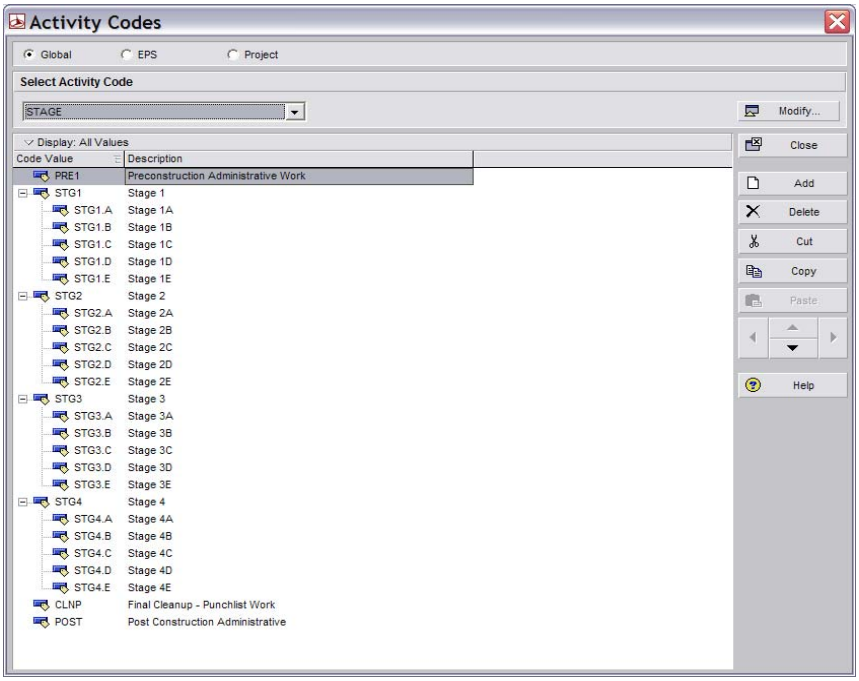
p) **Production Rates** – The Contractor shall enter the quantity of the major item of work for each non administrative activity in the schedule into the field labeled "PR Quantity", the Unit of Measure for that major item in the field labeled "PR Unit", the anticipated production rate of the equipment and labor resources for that activity of work in the field labeled "Production Rate / Day", and the associated duration for that work in the field labeled "PR Duration". These are all Activity level UDF fields, and can be found in the activity Layout named Contractor Production Rates.

q) **Activity Codes** – The Contractor shall include a well-defined activity coding structure that allows project activities to be sorted and filtered. Activity Codes shall include, but not be limited to: Responsible Party; Stage; Area of Work; Type of Work; Subcontractor; and additionally as required by the Engineer to meet the needs of the specific contract work to facilitate the use and analysis of the schedule.

- No Global Activity Codes shall be incorporated in any progress schedule submission to the Engineer except those established by the Department.
- The Global activity codes established by the Department shall be used to the maximum extent practicable. The Contractor shall assign the appropriate activity code values to each activity in the progress schedule for the following Global Activity Codes that are in the Department's enterprise database:
  1) RESPONSIBLE PARTY (DOT GLOBAL)
  2) STAGE (DOT GLOBAL)
  3) AREA (DOT GLOBAL)
  4) TYPE OF WORK (DOT GLOBAL)
  5) CHANGED (ADDED/DELETED) WORK (DOT GLOBAL)
  6) TIME Related Clauses (DOT GLOBAL)
  7) DELAY (DOT GLOBAL)
- Additional Activity Codes developed for specific projects shall be established as Project Activity Codes. As a minimum this shall include the following:
  1) SUBCONTRACTOR

r) **Activity Code Values** – Each Activity Code shall be broken down into various Activity Code Values that are then assigned to activities. For example, the Activity Code "Stage" shall include a hierarchal arrangement of Activity Code Values as shown below in Figure 2:

FIGURE 2



s) Activity Code Assignments - For each activity, within the activity details the Contractor shall assign Activity Code values to identify the "Responsible Party" (i.e. – Contractor, NYSDOT, Utility Co, Municipality) for the work to be performed (one and only one responsible party shall be assigned to each activity), the "Stage" of the contract for the work that will be performed, the "Area" where the work is to be performed, the "WZTC Phase", and the Type of Work (i.e. - Procurement, Paving, Embankment, Excavation, Electrical, Signing, etc). For activities included in work governed by time-related contract provisions, the appropriate "Time Related" activity code shall be utilized. For activities included in work added and/or changed within an Order-On-Contract, the appropriate

"Added/Changed Work" code shall be utilized. For all work activities performed by the Contractor or subcontractors/fabricators/suppliers, "Contactor" shall be designated as the Responsible Party

t) **Interim Milestone Dates with Liquidated Damages and Special Time-Related Contract Provisions** (i.e. – A+B Bidding, Incentive/Disincentive provisions, Lane Rental) – Each time-related contract provision in the contract shall be represented in the progress schedule by having a start and finish milestone, with appropriate predecessors and successors assigned to all schedule activities considered part of that time-related contract provision work including the start and finish milestone activities. In addition, the Start milestone for the time-related contract work shall have predecessors and/or date constraints assigned that include those defined in the contract documents, and the Finish milestone for the time-related contract work shall have successors and/or date constraints assigned that include those defined in the contract documents. All schedule activities associated with each specific time-related contract provision shall be assigned to a separate node within the project WBS and the WBS node description shall be labeled accordingly, in addition these activities shall be assigned the appropriate Time-Related Clauses (DOT GLOBAL) activity code value. A Level Of Effort activity shall be used for each time related contract provision (i.e - "Incentive 1 Duration" or "B Clock 1 Duration"), this activity shall have the Start Milestone as a predecessor with a SS relationship and the Finish Milestone as a successor with a FF relationship and the duration of this activity shall be calculated when the project is scheduled.

u) **List of Submittals –** The Contractor shall submit with the Progress Schedule a list of all Submittals (i.e. - Shop Drawings, required permits, Erection/Demolition plans, Heath and Safety Plan, etc.) generated from the Baseline Progress Schedule for review and approval by the Engineer. The Contractor shall use a Filter to limit the schedule activities shown in the report to only the prepare/submit, and review/approve activities related to submittals. For construction contracts that utilize Oracle-Primavera Contract Manager, Shop Drawing submittal activities in the Progress Schedule shall be at the Submittal Package level. The report shall be in Adobe PDF format and transmitted to the Engineer by email.

F.2. Weekly/Bi-Weekly/Monthly Progress Schedules. In addition to the detailed schedule requirements for the submission of the Baseline Progress Schedule @ Award, the Contractor shall complete the following additional requirements for these regular Progress Schedule submissions:

a) Activity Status -
   i) Durations – the Original Duration shall not be changed without prior written justification by the Contractor, and written approval by the EIC. The Contractor shall edit the Remaining Duration to reflect progress made on work activities, and shall not use Duration % . If a proposed change to Original Duration is due to additional or changed work to the contract the Contractor shall instead add an activity to reflect this additional work, and assign the appropriate Activity Code. The Contractor shall not use zero durations for Task Dependant activities.
   ii) Started and Finished dates – for each activity where work was begun during the Weekly/Bi-weekly or Monthly reporting period, the Contractor shall check the box adjacent to Started and enter the date the work began. For each activity where work was completed during the Weekly/Bi-weekly or Monthly reporting period, the Contractor shall check the box adjacent to Finished and enter the date the work was completed.
   iii) Suspended work – The first time that work has been suspended on a schedule activity, the Contractor shall enter the Suspend and Resume fields within the Project Details under the Status tab. For any subsequent suspensions of work to that activity the Contractor shall break that activity into two or more activities to accurately reflect the suspension and resumption of work dates in the field, and to more accurately reflect the relationship to other work activities.

b) Calendars – To change a project calendar for activities scheduled in the future, the Contractor shall copy the calendar and use a revised name that includes a reference to which Update the change was incorporated (i.e. - D260000 - Concrete Calendar should be revised to D260000 – 2 - Concrete

Calendar to reflect the 2nd Monthly Update when the change was made to the calendar). The reason for the change in the calendar shall be documented in the Narrative.

c) Resources –

Type 2C. Weekly Progress Schedules – For each of the first four Weekly Progress Schedule submissions the Contractor shall assign as a minimum an additional month of Labor, Equipment and Pay Item resources for anticipated contract field work. For each subsequent month of the contract the Contractor's Progress Schedule submission shall include labor, equipment and pay item resources for an additional year of anticipated contract work until all activities in the schedule have resources defined. Until such time that all activities are resource loaded, for any activity that resource limitations are affecting the prosecution of work, as determined by the Engineer, labor and equipment resources shall be entered in the schedule by the Contractor. When the resource assignments are complete for all schedule activities, the Engineer will compare pay item quantities in the schedule with pay item quantities in the Engineer's estimate to determine if all contract work is represented in the Contractor's schedule.

d) Notebook Tab –

i) Delays - For any activities on the critical path that are delayed during this monthly reporting period, the Contractor shall enter the dates the activity was delayed and the reason for such delay in the Notebook tab of that activity.

ii) Activity Changes – For any changes to activity logic, calendar assignments, suspended work, added or revised lag periods or constraints the Contractor shall document the change and reason in a Notebook Topic for that activity by assigning the appropriate "Progress Submission # Revision" and describing the changes.

e) Production Rates – For all non administrative that have shifted onto the critical path, or now have less than 20 days of Total Float, the Contractor shall enter the Production Rate information required in paragraph F.1.p. For any activities where the work to be performed is similar in nature to work already performed on the same project and that the Production Rate for the work to be performed is different than the actual Production Rate for work already performed the Engineer may require the Contractor to adjust the Duration for the work to be performed to reflect the more appropriate Production Rate.

f) Deleted work – If work has been deleted the corresponding work activities in the schedule shall be deleted. The Contractor shall not just zero the activity duration since the calendar assigned to the zero duration activity shall still affect the logic of future work activities.

g) The Project Scheduler can modify the project's Data Date through the Schedule tool.

h) The Contractor shall complete the following additional requirements based on the governing schedule type for the specific construction contract.

Type 2A. Monthly Progress Schedules

i) Data Date - the "Data Date" shall be the date the Project Scheduler last edits the schedule prior to submission to the Engineer (generally the last working day of the month).

ii) Submission frequency. The Contractor shall submit the schedule file and Narrative Report to the Engineer **monthly**. The schedule submission to the Engineer shall be made within three (3) Work Days of the last day of the month, whether or not the Engineer has accepted the previous Progress Schedule submission.

Type 2B. Bi-Weekly Progress Schedules

i) Data Date - the "Data Date" shall be the date the Project Scheduler last edits the schedule prior to submission to the Engineer (generally the 1st working day of the month, and the 16th day of the month).

ii) Submission frequency. The Contractor shall submit the schedule file and Narrative Report to the Engineer **bi-weekly**. The schedule submission to the Engineer shall be made by COB on the 2nd day of the month, and the 17th day of the month, whether or not the Engineer has accepted the previous Progress Schedule submission.

Type 2C. Weekly Progress Schedules

i) **Data Date** - the "Data Date" shall be the date the Project Scheduler last edits the schedule prior to submission to the Engineer (generally the last working day of the week (Saturday).

ii) **Submission frequency.** The Contractor shall submit the schedule file and Narrative Report to the Engineer **weekly**. The schedule submission to the Engineer shall be made by BOB on Monday of each week, whether or not the Engineer has accepted the previous Progress Schedule submission.

G. Detailed Narrative Requirements:

G.1. For the Baseline Progress Schedule. The Contractor shall include a narrative in Microsoft Word and/or Adobe Acrobat format that includes the following topics and attachments:

a) **Contract Identification.** Include the contract D number, project name, project location, and name of Prime Contractor.

b) **Key milestone dates.** Include the actual contract Award Date, original and adjusted contract Completion Date, Substantial Completion Date, and anticipated completion of all project work. Also include any contract Interim Milestone dates (I/D, B-Clock, LD, etc), and scheduled Start and Finish dates for those Milestone activities.

c) **General approach.** Describe the Contractor's general approach to construct the Work outlined in the baseline schedule. Address the reasons for the sequencing of work and describe any resource limitations, potential conflicts, and other salient items that may affect the schedule and how they may be resolved.

d) **Key Plan**s. If not provided in the contract plans, or if modified by the Contractor, provide copies of the appropriate contract plan sheets marked up to correlate values on the contract plans (for Area of Work, Stage of Work, and WZTC Phase) to the Contractor's planned breakdown of the project (ie-Activity Codes, Activity Descriptions) for scheduling purposes.

e) **Logic Justifications.** The justification(s) for each activity with a duration exceeding 15 working days. The justification(s) for Contractor imposed activity constraints proposed in the schedule.
The reason for any lags assigned to any activities.

f) **Calendars.** Include a list of calendars which have been incorporated in the schedule, and for each calendar the general reason for it's use in the schedule.

g) **Critical Path issues.** A brief discussion of the critical path shown in Appendix 2, highlighting any potential challenges that are foreseen associated with the critical path work.

h) **Coordination issues.** Outline any anticipated coordination issues related to work activities by other entities that require additional information from, or action by, the Engineer.

i) **APPENDIX 1 – Scheduling/Leveling Report.** This appendix in Adobe Acrobat PDF file format, formatted to fit standard ANSI Size A (Letter) size paper (8.5 inch x 12 inch) (215 mm x 279 mm) paper, printed with portrait orientation, shall be included with the narrative as a separate file.
A complete Scheduling/Leveling Report (SCHEDLOG.TXT file generated by the Department's Oracle-Primavera scheduling software application) which includes the Schedule Settings, Statistics, Errors, Warnings, Scheduling/Leveling Results, Exceptions, Activities with unsatisfied constraints, Activities with unsatisfied relationships, and Activities with external dates. The statistics shall include, # of Activities, # of Activities Not Started, # of Activities In Progress, # of Activities Completed, # of Activity Relationships, and # of Activities with Constraints. Total number of activities on the critical path, percent complete, activities without predecessors, activities without successors, and activities out of sequence.

j) **APPENDIX 2 – Progress Schedule plot.** This appendix in Adobe Acrobat PDF file format, formatted to fit ANSI Size B (Ledger) paper (11 inch x 17 inch) (279 mm x 431 mm) paper, printed with Landscape orientation, shall be included with the narrative as a separate file.
Appendix 2 to the narrative shall be an electronic schedule plot (Adobe Acrobat format) using the Global Layout named "Baseline Schedule submission", with activities sorted by Start Date in ascending order, Grouping of activities by WBS, and only the "Longest Path" filter applied. This plot shall provide a clear critical path from the Data Date to the last activity in the schedule.

Graphical representations shall be shown at a suitable scale to be legible and readable.

G.2. For the Weekly/Bi-Weekly/Monthly Progress Schedule. For each Progress Schedule submission, the Contractor shall submit a revised narrative in Microsoft Word or Adobe Acrobat format that includes (but is not limited to) the information from paragraph G.1, and the following **additional** topics:

k) **Project Progress.** Discuss the progress that was made during the current reporting period, and document any Total Float gained or recovered during the period. For major work items describe the differences between the actual work performed and the work planned for the period as represented in the preceding Progress Schedule submission, including explanations for the deviations.

l) **Suspended Work.** For all suspended work activities that could otherwise logically be progressed, identify the responsible party prohibiting the progression of the work, as well as the detailed reasons why.

m) **Project Delays.** Discuss any delays experienced during the current reporting period. Quantify any relative change in Total Float for the project since the last Progress Schedule submission. For each activity on the critical path (include Activity ID's and Activity Descriptions) where work was delayed during the reporting period, provide the following detailed information including:

- the extent in days (negative float) of the delay, and events that caused the delay.
- the party(s) responsible for the delay event(s).
- the other activities in the construction schedule affected by the events.
- the reasonable steps needed to minimize the impact of the delay, and which party needs to take the action(s).

The Contractor is reminded of the requirements of Notice & Recordkeeping as found in §104-06 of the contract specifications and as they relate to Disputed Work. The Contractor shall include a copy of any notice provided to the Engineer for any time-related delay dispute as part of their narrative.

n) **Project Issues**. List any other problems experienced during this Progress Schedule submission period, the party responsible for the problems, and the Contractor's intentions to resolve the issue(s).

o) **Schedule changes.**

i) List of all added or deleted activities included in this Progress Schedule submission, and the reason(s) for and the impact(s) of such changes.

ii) List all changes in activity Original Durations, the justification for such change(s), and the impact(s) of such changes.

iii) List all changes in relationships between activities included in this Progress Schedule submission, and the reason(s) for and the impact(s) of such changes.

iv) List any addition or deletion of activity or project constraints, and the reason(s) for and the impact(s) of such changes.

v) List all changes to the project calendars, and the reason(s) for and the impact(s) of such changes.

p) List all activities for procurement of long lead time materials that are behind schedule and the reason(s) why.

q) Description of any changes to the critical path since the last Progress Schedule submission and the impacts of such changes.

r) The major work elements, as defined in the WBS, to be accomplished during the next monthly work period.

s) Any potential problems that are anticipated for the next monthly work period and the proposed solutions to such problems. Identify potential problems or risks that either the Department or Contractor may be potentially responsible for. Explain what action the responsible party (i.e. - Department or Contractor) needs to take and the date by which time the action needs to taken to avoid the problem.

t) Any planned acceleration of activities that the Contractor anticipates to undertake within the next monthly work period that either the Department directed, or that the Contractor believes is necessary.

ITEM 639.2X010011 – CPM (CRITICAL PATH METHOD) PROGRESS SCHEDULE - Type 2

u) The following appendix in Adobe Acrobat PDF file format, formatted to fit ANSI Size E paper (34 inch x 44 inch) (863 mm x 1117 mm) paper, printed with Landscape orientation, shall be included with the narrative as a separate file.

- APPENDIX 3 – A listing of all work activities as of the data date, using the NYSDOT Appendix 1 activity layout, sorted by Finish date, Total Float in increasing order, showing the Activity ID, Activity Name, Original Duration, Remaining Duration, Actual Duration, Total Float, Early Start date, Start date, Finish date, Late Finish date, and Calendar ID. The grouping of activities shall be by WBS. The Gantt Chart shall clearly indicate all activities in the schedule. Graphical representations shall be shown at a suitable scale to be legible and readable.
- APPENDIX 4 – A listing of work activities filtered by NoteBook Topics assigned as of the data date, sorted by Finish date and Total Float in increasing order, showing the Activity ID, Activity Name, and Notebook Topic. The grouping of activities shall be by WBS.

H. Schedule Submission Methodology. Progress Schedule submissions will only be considered complete when all documents and data have been provided to the Engineer.

H.1. When preparing a formal submission of the progress schedule, the Contractor shall make a copy of the current Progress Schedule and name it according to the file naming convention provided by the Department in Table 3.

H.2. File Naming Convention. The schedule filename shall conform to the requirements of Table 3.

Type 2A. Monthly Progress Schedules

TABLE 3A – Schedule Filename convention			
Progress Schedules	**1st Version**	**2nd Version**	**3rd Version**
Draft Baseline Progress Schedule	D26####-1DB	D26####-2DB	D26####-3DB
Baseline Progress Schedule @ Award	D26####-1BPS	D26####-2BPS	D26####-3BPS
Final Baseline Progress Schedule @ Award	D26####-1FB	D26####-2FB	D26####-3FB
Monthly Progress Schedule Submission #**1**	D26####-1SU**01**	D26####-2SU**01**	D26####-3SU**01**
Monthly Progress Schedule Submission #2	D26####-1SU**02**	D26####-2SU**02**	D26####-3SU**02**
Monthly Progress Schedule Submission #3	D26####-1SU**03**	D26####-2SU**03**	D26####-3SU**03**
Monthly Progress Schedule Submission #4	D26####-1SU**04**	D26####-2SU**04**	D26####-3SU**04**
As-Built Progress Schedule (Last Progress Schedule)	D26####-1AB	D26####-2AB	D26####-3AB
1st Time Impact Analysis	D26####-1TIA1	D26####-2TIA1	D26####-3TIA1
1st Recovery Schedule	D26####-1RS1	D26####-2RS1	D26####-3RS1

Type 2B. Bi-Weekly Progress Schedules

TABLE 3B – Schedule Filename convention			
Progress Schedules	**1st Version**	**2nd Version**	**3rd Version**
Draft Baseline Progress Schedule	D26####-1DB	D26####-2DB	D26####-3DB
Baseline Progress Schedule @ Award	D26####-1BPS	D26####-2BPS	D26####-3BPS
Final Baseline Progress Schedule @ Award	D26####-1FB	D26####-2FB	D26####-3FB
Month 1Bi-Weekly Progress Schedule Submission #**1A**	D26####-1SU**1A**	D26####-2SU**1A**	D26####-3SU**1A**
Month 1Bi-Weekly Progress Schedule Submission #**1B**	D26####-1SU**1B**	D26####-2SU**1B**	D26####-3SU**1B**
Month 2Bi-Weekly Progress Schedule Submission #**2A**	D26####-1SU**2A**	D26####-2SU**2A**	D26####-3SU**2A**
Month 2Bi-Weekly Progress Schedule Submission #**2B**	D26####-1SU**2B**	D26####-2SU**2B**	D26####-3SU**2B**
As-Built Progress Schedule (Last Progress Schedule)	D26####-1AB	D26####-2AB	D26####-3AB

1st Time Impact Analysis	D26####-1TIA1	D26####-2TIA1	D26####-3TIA1
1st Recovery Schedule	D26####-1RS1	D26####-2RS1	D26####-3RS1

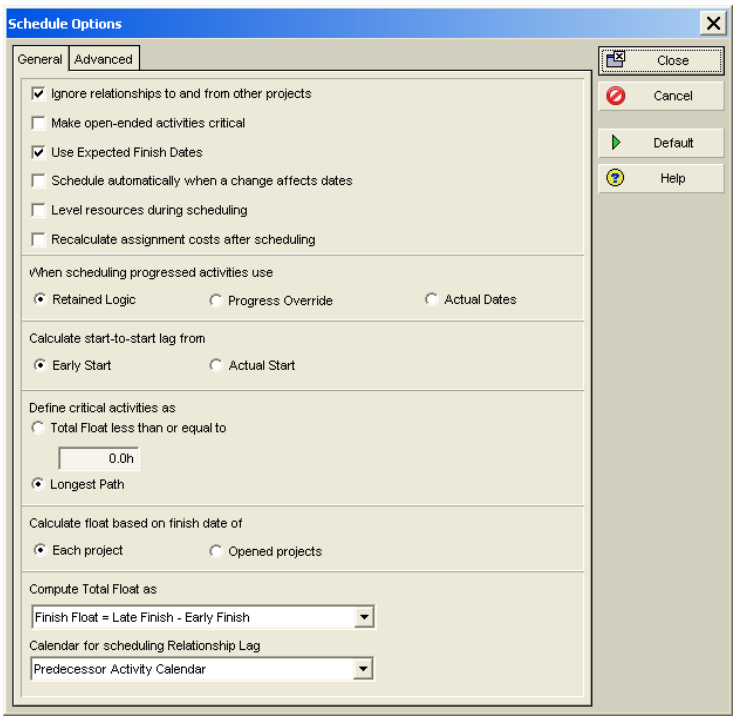
Type 2C. Weekly Progress Schedules

TABLE 3C – Schedule Filename convention			
Progress Schedules	**1st Version**	**2nd Version**	**3rd Version**
Draft Baseline Progress Schedule	D26####-1DB	D26####-2DB	D26####-3DB
Baseline Progress Schedule @ Award	D26####-1BPS	D26####-2BPS	D26####-3BPS
Final Baseline Progress Schedule @ Award	D26####-1FB	D26####-2FB	D26####-3FB
Month 1Weekly Progress Schedule Submission #**1A**	D26####-1SU**1A**	D26####-2SU**1A**	D26####-3SU**1A**
Month 1Weekly Progress Schedule Submission #**1B**	D26####-1SU**1B**	D26####-2SU**1B**	D26####-3SU**1B**
Month 1Weekly Progress Schedule Submission #**1C**	D26####-1SU**1C**	D26####-2SU**1C**	D26####-3SU**1C**
Month 1Weekly Progress Schedule Submission #**1D**	D26####-1SU**1D**	D26####-2SU**1D**	D26####-3SU**1D**
Month 2Weekly Progress Schedule Submission #**2A**	D26####-1SU**2A**	D26####-2SU**2A**	D26####-3SU**2A**
Month 2Weekly Progress Schedule Submission #**2B**	D26####-1SU**2B**	D26####-2SU**2B**	D26####-3SU**2B**
Month 2Weekly Progress Schedule Submission #**2C**	D26####-1SU**2C**	D26####-2SU**2C**	D26####-3SU**2C**
Month 2Weekly Progress Schedule Submission #**2D**	D26####-1SU**2D**	D26####-2SU**2D**	D26####-3SU**2D**
As-Built Progress Schedule (Last Progress Schedule)	D26####-1AB	D26####-2AB	D26####-3AB
1st Time Impact Analysis	D26####-1TIA1	D26####-2TIA1	D26####-3TIA1
1st Recovery Schedule	D26####-1RS1	D26####-2RS1	D26####-3RS1

The Project Scheduler can change the Project ID and Name through the WBS at the top node, as they do not have privileges to edit data through the Project Details tab.

H.3.Schedule the project. Immediately prior to submitting the schedule the Project Scheduler shall "Schedule" the project using the Scheduling Options shown below and in Figure 3, unless approval to vary from these settings is given by the Engineer. The Project Scheduler shall use the same Scheduling Options for all Progress Schedule submittals for the duration of the contract.

FIGURE 3



When entering the Data Date, the Contractor shall use the Date they last modified the schedule and the time entered shall be the end of the work day (generally 5pm) indicated on the project's default calendar.

H.4. Schedule Submission Delivery. The Contractor shall submit the schedule to the Engineer electronically for review and acceptance. The Contractor's submission shall be documented by an E-mail to the Engineer, with a copy to CPMSchedulingSection@dot.ny.gov and all appropriate project participants, that the project schedule on the network is ready for review. The Contractor's E-mail to the Engineer shall also consist of the following:

i) The subject of the E-mail shall include the Region #, contract D number, the Project Name, the Progress Schedule's ProjectID, and construction company name. (i.e. – Region 8, D260000, Rehabilitation of Main Street viaduct, D260000-01SU2, ABC Contractors)

ii) The E-mail message shall include the name of the EIC, the current anticipated Finish date of the last activity in the project schedule, a statement as to how that date compares to the current Contract Completion Date, and the name of the Area Construction Supervisor.

iii) Electronic files of all Narrative Reports and required attachments associated with the schedule shall be submitted by the Contractor in Adobe Acrobat format.

I. Progress Schedule Review and Analysis:

I.1. Immediate Rejection of Progress Schedule Submissions. The following deficiencies in a Contractor's progress schedule submission shall be grounds for the immediate rejection by the EIC, without further review, analysis and/or comments.

a) Failure of the Project Scheduler to "schedule" the project, as of the data date.

b) Failure to attach a copy of the complete Scheduling/Leveling Report (SCHEDLOG.TXT file generated by the Department's Oracle-Primavera software application).

c) Any activities without predecessors, or activities without successors, appearing in the Scheduling/Leveling Report with the exception of the first and last activity in the schedule.

d) Any activity constraints appearing in the Scheduling/Leveling Report that have not been approved in writing by the EIC, or that are not specifically allowed by this specification.

e) Any Activities with Actual Dates > Data Date appearing in the Scheduling/Leveling Report.

f) Any Milestone Activities with invalid relationships appearing in the Scheduling/Leveling Report.

g) Failure to have a clearly defined Critical Path from the Data Date to the last activity in the schedule, using the Longest Path method. This would reflect logic errors in the project schedule.

h) Failure to attach the schedule Narrative and required appendices.

i) Repeated failure to correct "Out-Of-Sequence" activities.

If any of these deficiencies are found, the Contractor's submission shall be considered deficient, and Engineer will notify the Contractor immediately by return E-mail of the rejection of the schedule submittal.

I.2. Schedule Analysis Method.

Events, actions, and progress that cause delays or gains to the Progress Schedule will be analyzed solely by the "Contemporaneous Period Analysis" method.

I.3. Department Review and Acceptance of Progress Schedules.

The Engineer will review the Monthly Progress Schedule submissions and will prepare a written response (Progress Schedule Review Report) to the Contractor's submission within five (5) Work Days following receipt of the Contractor's complete schedule submission. The Engineer will either "accept" the schedule, "accept as noted", or "reject" the schedule for re-submittal by the Contractor.

If the Progress Schedule submission is not in compliance with contract requirements, the Engineer may reject the submittal and shall forward any comments and requests for schedule revisions to the Project Scheduler by email, with a copy to the Contractor and to CPMSchedulingSection@dot.ny.gov. The Project Scheduler shall address all comments in writing and/or make the requested revisions, and resubmit the revised schedule within three (3) State Business days of the Engineer's reply. If the

Engineer determines the revised submission still does not meet the contract requirements, any further revisions required thereafter shall also be submitted for acceptance within (3) Work Days of the request for revisions by the Engineer.

For schedules that are "accepted as noted" the Engineer shall forward any comments, or requests for revisions, to the Contractor by email, with a copy to the CPMSchedulingSection@dot.ny.gov. The Project Scheduler shall address all comments in writing and/or make the requested revisions as part of the next scheduled Progress Schedule submission.

The Project Scheduler shall make adjustments to the Progress Schedule in accordance with the Engineer's comments and resubmit copies for review consistent with the requirements of this section.

The Engineer, by accepting the progress Schedule, does not agree that the Progress Schedule is reasonable or that by following the Progress Schedule the Contractor can complete the work in a timely manner. If, after a Progress Schedule has been accepted by the Engineer, either the Contractor or the Engineer discover that any aspect of the Schedule is on error, or something significant has been omitted, the Contractor shall correct the Progress Schedule in the next Progress Schedule submission and describe this revision in the Narrative report.

Acceptance of progress schedules by the Engineer shall not be construed to imply approval of any particular construction methods or sequence of construction or to relieve the Contractor from its responsibility to provide sufficient materials, equipment and labor to guarantee the completion of the contract in accordance with the contract documents.

Acceptance of the progress schedule by the Engineer does not attest to the validity of assumptions, activities, relationships, sequences, resource allocations, or any other aspect of the progress schedule. Within the contractual constraints, the Contractor is solely responsible for the planning and execution of the work.

Acceptance of the progress schedule by the Engineer shall not be construed to modify or amend the contract agreement or the date of completion therein. Completion dates can only be modified or amended by standard contractual means, through an official HC-250b Request For Extension of Completion Date.

If any resources are included in the Progress Schedule, it is not intended that the Engineer, by accepting the schedule should use the Contractor's resource data for anything other than determining the reasonableness of achieving the Contractor's production rates. Resources included with the accepted CPM schedule shall not be misconstrued as a cost benchmark for the performance of planned or actual work.

Once the progress schedule has been accepted, the Contractor shall not deviate from it without first notifying the Engineer in writing.

Upon receipt from the Contractor of the corrected schedule, a new review period by the Engineer of five (5) Work Days will begin.

J. Changes to Progress Schedule due to Added/Deleted/Changed Work:

J.1. Changes to the contract. In the event a notice of a change to the contract is received, the appropriate changes to the progress schedule shall be made, as necessary, to incorporate the anticipated added/deleted/changed work and the Contractor shall notify the Engineer in writing within 10 (ten) calendar days if there is any effect of such change to the schedule. Change to the contract includes, but is not limited to, Extra Work, Change Orders, Suspensions of Work Directed by the Engineer, Changed Condition, and Value Engineering Change Proposals. Added, deleted and/or extra work associated with Change Orders shall be reflected in the next Monthly Progress Schedule Submission in anticipation of and prior to the date in which the work physically takes place without regard to the dates when the actual Change Order was approved. The effect of the change to the contract on the projects Critical Path shall be stated. Extra work or additional work that does not affect the controlling operation on the critical path will not be considered as the basis for a time extension. All schedule activities effected by added, deleted or changed work that is included in a signed Order-On-Contract, Field Change Order, or Authorization of Extra Work (with the exception of minor quantity changes that do not impact contract milestones), or work activities performed by the Contractor at risk in anticipation of such Department approval, shall be

assigned the appropriate Activity Code (Added/Changed Work) and Code Value (sequentially numbered) to denote which "Changed Contract Work" order number correlates to those activities of work.

J.2. Time Impact Analysis.

For each request of an adjustment of contract time due to an anticipated change to future work in the Progress Schedule, when the Contractor or Engineer consider that an anticipated or approved change to the contract may impact the critical path and contract progress by more than a calendar month, the Contractor shall submit a Time Impact Analysis (TIA). The TIA shall be submitted as part of any Order on Contract (Change Order) and/or VECP if the critical path changes by more than a calendar month.

The TIA shall be based on a revised Progress Schedule and shall be submitted as an electronic file (using Microsoft Word for the narrative) containing:

a) The TIA shall illustrate the impacts of each change or delay on the current scheduled completion date or internal milestone, as appropriate.
b) The analysis shall use the accepted Monthly Progress Schedule that has a data date closest to and prior to the event as the "Current Baseline", this shall then be compared against the "What-if Project Plan Baseline" for the purpose of the TIA.
c) If the Engineer determines that the accepted schedule used does not appropriately represent the conditions prior to the event, the accepted schedule shall be updated to the day before the event being analyzed.
d) The TIA shall include an impacted schedule ("What-if Project Plan Baseline") developed from incorporating the actual or anticipated event into the accepted schedule by adding or deleting activities, or by changing durations or logic of existing activities.
e) If the impact schedule shows that incorporating the event negatively modifies the critical path and scheduled completion date of the accepted schedule, and the Engineer accepts the impacted schedule, the difference between scheduled completion dates of the two schedules shall be equal to the proposed adjustment of contract time.
f) The Engineer may construct and utilize an appropriate project schedule or use another recognized method to determine adjustments in contract time until the Contractor provides the TIA.
g) The Contractor shall submit a TIA within fifteen (15) State Business Days of receiving a written request for a TIA from the Engineer.
h) The Contractor shall allow the Engineer ten (10) Work Days after receipt to accept or reject the submitted TIA. All accepted TIA schedule changes shall be included in the next Monthly Progress Schedule submission.
i) If a TIA submitted by the Contractor is rejected by the Engineer, the Contractor shall meet with the Engineer to discuss and resolve issues related to the TIA. If agreement is not reached, the Contractor will give notice in conformance with §104-06 Notice & Recordkeeping, and submit in accordance within the provisions in §105-14.E "Required Content of *Dispute Submissions*".
j) The Contractor shall only show actual as-built work, not unapproved changes related to the TIA, in subsequent Monthly Progress Schedules submissions. If agreement is reached at a later date, approved TIA schedule changes shall be included in the next Monthly Progress Schedule submission.
k) Request for a contract time extension will not be processed until the receipt and approval of a Time Impact Analysis.

K. Failure to Submit Progress Schedules and/or Recovery Schedules:

K.1. No progress payment for this item of work shall be made until the progress schedule is "accepted" or "accepted as noted" by the Engineer.

K.2. If the Contractor's Progress Schedule submission is rejected due to any deficiency noted in paragraph I.1(a) through (i), it shall be considered an incomplete submission and therefore substantially deficient.

K.3. If the Contractor's revised Progress Schedule submission does not address the written comments provided by the Engineer, and does not include a written explanation with a reasonable rational for not addressing those comments, the submission shall be considered deficient.

K.4. If the Contractor fails to submit a CPM Progress Schedule conforming to the provisions required under this specification, to the degree that such failure is deemed by the Regional Construction Engineer to

adversely affect the management of the project and/or the administration of the construction contract, liquidated damages will be assessed as determined under Basis of Payment.

L. Recovery Schedule

L.1 If the latest completion time for any work on the current Progress Schedule results in an activity being delayed ten percent or more of the time beyond the required Contract duration or any specified Milestone duration, as adjusted if appropriate, the Engineer may require the Contractor to submit a Recovery Schedule and written description of the plan to recover all lost time and maintain the required Completion Date or specified Interim Milestone Date(s).

L.2. With the Recovery Schedule the Contractor shall submit a narrative that identifies where additional labor and/or equipment resources will be allocated. Alternately, the Contractor may elect to provide the makeup of their Crew resources in the narrative, and assign those Crew resources to the appropriate activities in the Progress Schedule. The makeup of the Crew shall include the various Labor classes and equipment that comprise the Crew along with the quantity of each labor class and type of equipment. Equipment resources shall be shown for major or specialty equipment such as tower cranes, piledrivers, barges, asphalt pavers, concrete pavers, dozers, front end loaders, backhoes, rollers, excavators, graders, long line striping truck or other equipment that cannot be rented easily.

Either of these alternatives may be supplemented with a request for a Contract Time Extension. The Contractor shall provide a reasonable plan for accomplishing the work of the contract within the current completion date, or to the requested contract extension date. The Engineer will use the Recovery Schedule to evaluate time extensions, with or without charges.

M. Submission of progress schedules with projected Early Completion date(s):

The Contractor may indicate a projected early completion date on any progress schedule submission. If the Contractor desires reimbursement for delay damages caused by the Department in accordance with §109-05D *Time Related Dispute Compensation,* related to an early completion date, the Contractor shall be required to gain approval of a change to the contract completion date via a VECP in accordance with §104-10 *Value Engineering Change Proposals* of the Standard Specifications.

If the VECP is approved by the Department, and the contract completion date is revised to the Early Completion date via Change Order, then Standard Specification §108-03 will be superseded by the following:

> "If the Contractor fails to complete all contract work by the revised contract completion date, the Department may assess Engineering Charges but not Liquidated Damages for each calendar day that work on the project remains incomplete due to Contractor responsible delays, for the period of time after the revised contract completion date to the original contract completion date.
>
> The Department may further assess both Engineering Charges and Liquidated Damages, for each calendar day that work on the project remains incomplete due to Contractor responsible delays, for the period of time after the original contract completion date."

Furthermore, the Contractor waives its rights to compensation under §109-05D *Time Related Dispute Compensation* of the Standard Specifications for the period of time between the revised early contract completion date and the original contract completion date, regardless of the cause(s) for delay, by any party, if the Contractor has not submitted and received Department approval for a VECP Early Completion date change.

N. Float

During the course of contract execution, Total Float generated due to the efficiencies of either party (State or Contractor) will be considered project Float that is not for the sole use of the party generating the float; rather it is a shared commodity to be reasonably used by either party. Any party assigned activity responsibility within the schedule has the full use of the project Float until it is depleted.

METHOD OF MEASUREMENT:

ITEM 639.2X010011 – CPM (CRITICAL PATH METHOD) PROGRESS SCHEDULE - Type 2

The quantity shall be measured for payment on a Lump Sum basis.
The minimum lump sum bid for this item shall be the unit price shown in the itemized proposal.
Failure of the Contractor to bid at least the minimum amount will result in the Department adjusting the Contractor's bid to include the minimum bid amount for this item.

BASIS OF PAYMENT:

The lump sum price bid for CPM Progress Schedules shall include all labor, material, and equipment necessary to satisfactorily complete the work.

Progress payments will be made at 25 percent of the lump sum price bid upon acceptance of the Final Baseline Progress Schedule @ Award and the List of Submittals. 70 percent will be paid in subsequent contract payments, in proportion to the number of months remaining in the original contract duration, less any non-payment for substantial deficiencies. The remaining 5 percent will be paid upon acceptance of the As-Built Progress Schedule.

A. Non-Payment. No payment will be made for any Progress Schedule submitted more than twenty-one calendar days late. For each calendar day during which there are substantial deficiencies with the Progress Schedule no payment will be made. The amount of such non-payment will be 1/30th of the Monthly Payment Amount multiplied by the number of days there are substantial deficiencies.

B. Liquidated Damages. Liquidated damages will be assessed for each subsequent calendar day or part thereof that a cited deficiency resulting in non-payment is not corrected or is permitted to recur. Liquidated damages will be assessed at the rate equal to $1/10^{th}$ of the Monthly Payment Amount.

If an extension of time without the assessment of engineering charges and/or liquidated damages is approved, additional payment for CPM Progress Schedules will be made for each month the contract is extended.

If an extension of time with the assessment of engineering charges and/or liquidated damages is approved, no additional payment **will** be made for CPM Progress Schedules.

Payment will be made under:

Item No.	Item	Pay Unit
639.21010011	CPM (Critical Path Method) Progress Schedule – Type 2A	LS
639.22010011	CPM (Critical Path Method) Progress Schedule – Type 2B	LS
639.23010011	CPM (Critical Path Method) Progress Schedule – Type 2C	LS

ITEM 645.51000125 – INSTALL GROUND-MOUNTED SIGN PANELS (AUTHORITY SUPPLIED)
ITEM 645.61000125 – INSTALL OVERHEAD SIGN PANELS (AUTHORITY SUPPLIED)

1. DESCRIPTION:

1.01 This work shall consist of installing sign panels fabricated and supplied by the Authority in accordance with the contract documents, standard sheets, MUTCD and as directed by the Engineer.

1.02 All provisions of Section 645-1.01 *Definitions* shall apply.

2. MATERIALS:

2.01 All provisions of Section 645-2 shall apply except that all sign panels will be fabricated and supplied by the Authority. The Contractor shall provide all Z-bars, mounting brackets, fasteners and miscellaneous hardware required for installation.

3. CONSTRUCTION DETAILS:

3.01 All provisions of Section 645-3 shall apply.

3.02 The Contractor shall provide the Engineer a sign fabrication request and sign installation schedule upon award of contract. The Engineer shall submit the request and schedule to the Authority's Bureau of Highway Management. The Contractor shall coordinate the delivery of the finished sign panels with the Authority to reduce, or eliminate, on-site storage time at the Thruway Sign Shop. The Authority will deliver the finished sign panels to the Maintenance Section nearest the work site or to another location agreed upon by the Contractor and the Authority. The Contractor shall be responsible for transporting the signs from the delivery location to the work site. The Contractor shall inspect the condition of the signs and notify the Authority of any defects prior to taking delivery.

4. METHOD OF MEASUREMENT:

4.01 The work will be measured as the number of square feet measured to the nearest 0.1 square foot of sign panel satisfactorily installed.

4.02 The area of each panel will be measured as the area shown on the standard sheets. For sign panels not shown on the standard sheets, the area will be measured as the product of length and width, with no reduction for rounded corners. When sign panels are mounted back-to-back, each panel face will be measured separately.

5. BASIS OF PAYMENT:

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

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 646.10320025 - RESET EXISTING DELINEATORS OR MARKERS

1. DESCRIPTION:

1.01 Under this item the Contractor shall carefully disassemble, remove, store, reset and assemble existing roadway delineators, snowplowing markers, tenth mile markers, and mile markers, as shown on the plans or as specified by the Engineer.

2. MATERIALS:

2.01 None

3. CONSTRUCTION DETAILS:

3.01 **General**. The Contractor shall remove the existing delineators, snowplowing markers, tenth mile markers, and mile markers, and neatly store all component parts in separate piles at secure locations for reuse, resetting or salvage. Removal shall be limited to that area of shoulder excavation on a day to day basis. The work shall be done in a workmanlike manner so as to salvage all usable components of each delineator, snowplowing marker, tenth mile marker, and mile marker. Extra care shall be taken in handling the reflector grommet when disassembling and when resetting each delineator, snowplowing marker, tenth mile marker, and mile marker. The Contractor shall replace at his own expense any delineator, snowplowing marker, tenth mile marker, and mile marker, or its component parts damaged by him in handling. All replacement parts and accessories for unusable delineators, snowplowing markers, tenth mile markers, and mile markers, shall be furnished by the Thruway Authority to the Contractor for resetting. Resetting of delineators, snowplowing markers, tenth mile markers, and mile markers, will immediately follow final grading of the new shoulder on a day to day basis. The posts shall be so erected that the delineators, snowplowing markers, tenth mile markers, and mile markers, will be at the elevations called for on the plans and/or AOBE, be true to line and grade and be truly vertical. The posts may be either driven or set. If driven by either hand or mechanical devices, they shall be plumb above the ground, and firm in the ground, spaced as specified, and driven to the required lines and grades.

After driving, the top of the posts shall have substantially the same cross-sectional dimensions as the body of the posts and no battered heads will be permitted. Any posts bent or otherwise damaged to the extent that they are, in the opinion of the Engineer, unfit for use in the finished work shall be removed from the site and replaced by the Contractor at his own expense. When Posts are driven, a suitable driving cap shall be used.

3.02 **Location**. Locations of existing delineators, snowplowing markers, tenth mile markers, and mile markers shall be maintained when resetting each delineator, snowplowing marker, tenth mile marker, and mile marker. Particular care shall be taken in locating double amber delineators along deceleration and acceleration ramps as shown on the plans or as directed by the Engineer.

4. METHOD OF MEASUREMENT:

4.01 Payment will be made for the number of delineators, snowplowing markers, tenth mile markers, and/or mile markers, removed and reset in accordance with these specifications and the orders of the Engineer.

5. BASIS OF PAYMENT:

5.01 The price bid for each delineator, snowplowing marker tenth mile marker, and mile marker shall include the cost of all labor, materials and equipment necessary to properly complete the work as specified or ordered by the Engineer.

ITEM 646.46--25 - REMOVABLE YELLOW THERMOPLASTIC FLEXIBLE DELINEATOR ASSEMBLY

1. DESCRIPTION:

1.01 This work shall consist of furnishing and installing removable thermoplastic flexible delineator assemblies as shown on the plans.

2. MATERIALS:

2.01 Removable thermoplastic flexible delineator assembly shall be:

City Post Model 8CP36YEL332NYSTA – as manufactured by:

Pexco LLC
3110 70th Avenue East
Tacoma, WA 98424
253-284-8000
www.pexco.com/traffic

Or equal as approved by the NYS Thruway Authority.

The Contractor shall notify the Engineer of the name and address of the manufacturer in accordance with Section 106-01 *Sources of Supply.*

2.02 The flexible delineator assemblies shall consist of one removable delineator post, one embedded anchor receptacle, one removable threaded cap, and epoxy for holding the embedded receptacles in the ground.

2.03 The removable, flexible delineator shall be a yellow, polyurethane post with an outside diameter of 3 inches minimum and height of 36 inches. The post shall have two 3-inch wide bands of 3M diamond grade flexible work zone sheeting 3911, fluorescent yellow or approved equal.

2.04 The delineator shall be able to be repeatedly placed and removed from its service location. The delineator shall be placed into service by attaching it into the anchor receptacle by means of screw threads.

2.05 The embedded anchor receptacle shall be suitable for embedment in asphalt or concrete. The receptacle shall be embedded in the pavement so the cap is flush with the pavement surface.

2.06 When the delineator is removed from the receptacle, the removable threaded cap shall be placed into the anchor receptacle to protect threads and keep dirt and debris out.

2.07 Epoxy for holding the anchor receptacles in place shall meet the manufacturer's recommendations.

2.08 The flexible delineator assemblies shall remain serviceable after a minimum 100 impacts from a vehicle traveling at a minimum 55 mph.

3. CONSTRUCTION DETAILS:

3.01 The Contractor shall drill into the roadway and install the anchor receptacle and delineator assembly according to the manufacturer's instructions at the locations shown on plans.

ITEM 646.46--25 - REMOVABLE YELLOW THERMOPLASTIC FLEXIBLE DELINEATOR ASSEMBLY

4. METHOD OF MEASUREMENT:

4.01 The work will be measured as the number of removable thermoplastic flexible delineator assemblies furnished and installed.

5. BASIS OF PAYMENT:

5.01 The unit price bid for each removable thermoplastic flexible delineator assembly shall include cost of all labor, materials and equipment necessary to furnish and install each unit.

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 649.2599--25 - MILLED-IN AUDIBLE ROADWAY DELINEATOR (MIARD) REMOVAL BY COLD MILLING

1. DESCRIPTION:

1.01 Under this item, the Contractor shall remove the existing Milled-In Audible Roadway Delineators depression pattern (MIARDs) in the shoulder adjacent to the edge of pavement. Work shall consist of cold milling and replacing the milled area with asphalt pavement to the same elevation as the adjacent pavement and shoulders in locations shown in the plans or as directed by the Engineer.

2. MATERIALS:

2.01 Asphalt pavement shall meet the material requirements of Section 404 of the Standard Specifications for a truing and leveling course asphalt pavement.

2.02 Tack coat shall meet the material requirements of Section 407 of the Standard Specifications.

2.03 Cold milling shall meet the material requirements of Section 490 of the Standard Specifications.

3. CONSTRUCTION DETAILS:

3.01 Cold milling shall be in accordance with the requirements of Section 490-3, Construction Details, of the Standard Specifications. Milling width shall be the Contractor's option but shall be of sufficient width to completely remove the "MIARDs" depression patterns in one pass of the milling machine. Refer to Standard Sheet 649-02 for standard width of existing MIARDs and offset from edge of traveled way. Depth of milling shall be a minimum of 1 ½" deep unless otherwise noted in the plans.

3.02 After milling and cleaning operations are completed, the Contractor shall apply straight tack coat to the milled area at a rate of 0.05 – 0.06 gallons per square yard of milled surface. The area shall then be paved with asphalt truing and leveling course to the same elevation as the adjacent pavement and shoulder areas.

3.03 The Contractor shall use care during removal operations and tack coat application so as not to damage any traffic marking lines adjacent to the work site. Any damage to traffic lines to remain shall be repaired at the Contractor's expense.

4. METHOD OF MEASUREMENT:

4.01 The quantity shall be measured on a linear foot basis, measured parallel to the edge of pavement, for the entire length of milling required by contract or as directed by the Engineer, to remove and replace the MIARDs depression with asphalt pavement.

5. BASIS OF PAYMENT:

5.01 The unit price bid per linear foot of "MIARDs" removal and replacement shall include the cost of furnishing all labor, equipment and materials necessary to complete the work.

5.02 Included in the price bid shall be the milling, cleaning, tack coat application, and placement of the asphalt truing and leveling course.

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ITEM 670.8888--25 – RELOCATING EXISTING FIBER OPTIC INFRASTRUCTURE

1. DESCRIPTION:

1.01 This work shall consist of relocating an existing fiber optic infrastructure (multi-innerduct and fiber optic line) as shown on the plans or as directed by the Engineer. The work shall also include restoring existing landscape conditions.

1.02 The Contractor shall inform the Utility Owner at least one hundred eighty (180) days in advance of its intent to relocate the existing fiber optic infrastructure and provide one hundred twenty (120) days notice for the abandonment, installation, and activation of the proposed fiber optic infrastructure.

1.03 The fiber optic line shall be relocated to the Engineer's satisfaction and approval prior to the start of any other construction work specified in Contract Documents.

1.04 For purposes of this specification, Adesta (AUS) is considered the Utility Coordinator of the Authority owned fiber optic infrastructure.

2. MATERIALS:

2.01 Materials used in the relocated fiber optic infrastructure shall be equal to those in the existing fiber optic infrastructure. This includes, but is not limited to, conduit, replacement fiber cable, and other materials identified by the Utility Coordinator and the Authority. The Contractor shall provide the Utility Coordinator and the Thruway Headquarters Fiber Optic Coordinators two (2) copies of the manufacturer's certification for all materials used.

2.02 Suitable backfill, seeding, topsoil, and other landscape appurtenances shall be used to restore the area to its original condition as shown on the plans or as directed by the Engineer.

3. CONSTRUCTION DETAILS:

3.01 The Contractor shall coordinate all work with the Engineer/Thruway Headquarters Fiber Coordinators. The Engineer/Thruway Headquarters Fiber Coordinators shall approve all equipment to be used for relocating the fiber optic infrastructure.

3.02 The Contractor shall dig test pits by hand to determine the exact location of the existing fiber optic infrastructure. Extreme care shall be taken to prevent damage to the facility. Prior to locating any existing line, the Contractor shall contact the Engineer/Thruway Headquarters Fiber Coordinators in accordance with NYS Standard Specifications and pursuant to 16 NYCRR 753, Protection of Underground Facilities.

3.03 The Contractor shall get the approval of the Engineer/Thruway Headquarters Fiber Coordinators for the final proposed location of the fiber optic infrastructure.

3.04 The Contractor shall protect the fiber optic infrastructure and ensure there are no interruptions of service during relocation operations. The Contractor shall have full financial responsibility for any shutdowns or interruptions in service caused by its relocation operations and there shall be no additional cost to the Authority.

3.05 The fiber optic infrastructure shall be moved with care and diligence (by hand) to ensure that the fiber optic cables are not over-stretched or have reduced signal capacity. In addition, no splicing or other disconnecting of individual fiber cables options shall be allowed without written approval of the Engineer/Thruway Headquarters Fiber Coordinators. The Utility Coordinator shall be notified in 48 hours in advance and provide oversight of inspection of infrastructure moves.

3.06 Unless specified otherwise, the minimum depth of the fiber optic line shall be 42 inches from the top of proposed finish grade and in accordance with the Contract Documents.

3.07 **Repairs:** If damage to the fiber optic infrastructure is caused by relocation operations, the Contractor shall repair the damage in a manner satisfactory to the Utility Owner. Repairs shall be done at the Contractor's expense and there shall be no additional cost to the Authority. Repairs shall be made in a timely manner, as directed by the Engineer/Thruway Headquarters Fiber Coordinators.

If the Utility Owner elects to repair the damage, the cost shall be borne by the Contractor.

3.08 **Disruptions:** If the fiber optic facility is disrupted for any reason during the work, the Contractor shall notify the Utility Owner and the Engineer immediately. In addition, the Contractor shall provide staff and support to repair the work immediately under the direction of the Utility Owner, as approved by the Engineer. This work shall be performed at the Contractor's expense and at no cost to the Authority.

3.09 The Contractor shall furnish as-built drawings that accurately depict the final configuration and installation depth of all relocated fiber optic infrastructure.

4. METHOD OF MEASUREMENT:

4.01 The work will be measured as the number of linear feet of fiber optic infrastructure relocated to the new proposed location. A fiber optic infrastructure is defined as a duct bank located in a trench, regardless of the amount of conduits in the duct bank. Measurement will be made along the centerline of the proposed alignment of the fiber optic infrastructure.

5. BASIS OF PAYMENT:

5.01 The unit price bid per linear foot shall include the cost of all labor, materials, excavation, backfill, test pits, temporary shoring, as-built drawings, and equipment necessary to complete the work as prescribed in this specification to the satisfaction of the Engineer.

ITEM 680.5110--25 - PULLBOX - C

1. DESCRIPTION:

1.01 Under this item, the Contractor shall furnish and install pullboxes as shown at locations shown on the plans and as ordered by the Engineer.

2. MATERIALS:

2.01 Pullboxes shall be manufactured in accordance with Section 680-3.14 of the Standard Specifications. The pullbox shall have a length of 48 inches, a width of 30 inches and a depth of 36 inches. The pullbox shall be manufactured by Hubbel, Quazite Model PG3048BA36, with cover PG3048HH0009, or approved equal.

3. CONSTRUCTION DETAILS:

3.01 Pullboxes shall be installed per the plans and as ordered by the Engineer.

4. METHOD OF MEASUREMENT:

4.01 This work will be measured by the number of pullboxes furnished and installed.

5. BASIS OF PAYMENT:

5.01 The unit price bid for each pullbox shall cover the cost of all labor, material, and equipment necessary to complete the work.

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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 685.15----25 - BLACK EPOXY PAVEMENT MARKINGS

1. DESCRIPTION:

1.01 Under this work, the Contractor shall furnish and apply black epoxy pavement markings in accordance with the contract documents, or as ordered by the Engineer, and in conformance with the National Manual on Uniform Traffic Control Devices (MUTCD) and these specifications. The width of the stripe shall be six (6) inches, as also mentioned in the Basis of Payment, unless noted otherwise in the project plans or proposal.

1.02 The black epoxy marking shall be a two-component, hot-spray applied epoxy resin pavement marking material to be used for pavement marking on Portland cement concrete pavement surfaces. Following an aggregate drop, and upon curing, it shall produce an adherent stripe of specified thickness and width capable of resisting wear from traffic.

2. MATERIALS:

2.01 **Epoxy Resin Requirements:** The two-component, 100% solids, paint shall be formulated and designed to provide a simple volumetric mixing ratio (e.g., 2-part component A to 1 part component B) specifically for service as a hot-spray applied binder for black aggregate in such a manner as to produce maximum adhesion. The material shall be composed of epoxy resins and pigments only.

2.02 The paint shall be well mixed in the manufacturing process and shall be free from defects and imperfections that may adversely affect the serviceability of the finished product. The paint shall not liver, thicken, curdle, gel, settle excessively, or otherwise display any objectionable properties after storage. Individual components shall not require mixing prior to use when stored for a maximum of 12 months.

2.03 The overall paint composition shall be left to the discretion of the manufacturer, but shall meet the following requirements:

Composition:	**Component**	**Percent by Weight**
	Carbon Black (ASTM D476 Type III)	7 ± 2 percent, by weight
	Talc	14 ± 2 percent, by weight
	Epoxy Resin	79 ± 4 percent, by weight

2.04 **Black Aggregate Requirements:** The moisture resistant aggregate shall meet the gradation requirements (AASHTO T27) as follows:

Sieve Size	**Percent Retained**
#30	18 – 28%
#40	60 – 80%
#50	2 – 14%

The amount of moisture resistant aggregate to be used shall be 10 lbs. of aggregate per gallon of paint.

2.05 The moisture resistant aggregate shall have a ceramic coating. The aggregate shall be angular with no dry dispensement pigment allowed.

A. **Hardness:** The black aggregate hardness shall be 6.5 – 7 on Moh's Mineral Scale.
B. **Porosity:** The black aggregate porosity shall be less than two (2) percent.
C. **Moisture Content:** The black aggregate moisture content shall be less than a half (.5) percent.

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ITEM 685.15----25 - BLACK EPOXY PAVEMENT MARKINGS

2. MATERIALS: (cont'd)

2.06 **Packaging and Shipment Requirements:** Epoxy pavement marking materials shall be shipped to the job site in strong substantial containers. Individual containers shall be plainly marked with the following information:

A. Manufacturer's Name and Address
B. Name of Product
C. Lot Number
D. Batch Number
E. Test Number
F. Date of Manufacture
G. Date of expiration of acceptance (6 months from date of manufacture)
H. The statement (as appropriate)
Part A – Contains Pigment and Epoxy Resin
Part B – Contains Catalyst
I. Quantity
J. Mixing proportions, Application Temperature, and Instructions
K. Safety Information

3. CONSTRUCTION DETAILS:

3.01 **General:** All pavement markings shall be placed as shown in the contract documents.

Before any pavement markings work is begun, a schedule of operations shall be submitted for the approval of the Engineer.

At least seven (7) days prior to starting striping, the Contractor shall provide the Engineer with the epoxy manufacturer's written instructions for use. These instructions shall include but not be limited to: mixing ratios, application temperatures, and recommendations for use of water spray.

The application of pavement markings shall be done in the general direction of traffic. Striping against the direction of traffic flow shall not be allowed.

The Contractor shall be responsible for removing, to the satisfaction of the Engineer, tracking marks, spilled epoxy or epoxy markings applied in unauthorized areas.

The hot water spray shall not be used in conjunction with markings applications on any pavement surface, or on any existing durable type marking, unless specifically recommended by the manufacturer of the epoxy material.

3.02 **Atmospheric Conditions:** Epoxy pavement markings shall only be applied during conditions of dry weather and on substantially dry pavement surfaces. At the time of installation, the pavement surface temperature shall be a minimum of 45°F and the ambient temperature shall be a minimum of 45°F and rising. The Engineer shall be the sole determiner as to when atmospheric conditions and pavement surface conditions are such to produce satisfactory results.

3.03 **Surface Preparation:** The Contractor shall clean the pavement or existing durable marking to the satisfaction of the Engineer.

Surface cleaning and preparation work shall be performed only within the area of the epoxy markings application.

ITEM 685.15----25 - BLACK EPOXY PAVEMENT MARKINGS

3. CONSTRUCTION DETAILS: (cont'd)

3.03 **Surface Preparation:** (cont'd)

At the time of application **all** pavement surfaces and existing durable markings shall be free of oil, dirt, dust, grease, and similar foreign materials. The cost of cleaning these contaminants shall be included in the bid price of this item. Also, the item shall include the cost of removal of the curing component in the area of the epoxy markings application, if concrete curing compounds on new Portland cement concrete surfaces have been used. Waterblasting will not be permitted for removal.

3.04 **Epoxy Applicating Equipment:** Applicating equipment for the placement of epoxy reflectorized pavement markings shall be approved by the Authority, prior to the start of work.

At any time throughout the duration of the project, the Contractor shall provide free access to his epoxy applicating equipment for inspection by the Engineer or his authorized representative.

In general, the applicating equipment shall be a mobile, truck mounted and self-contained pavement marking machine, specifically designed to apply epoxy resin materials in continuous and skip-line patterns. The applicating equipment shall be maneuverable to the extent that straight lines can be followed, and normal curves can be made in a true arc.

The applicator shall be capable of installing up to 20,000 lineal feet of epoxy reflectorized pavement markings in an 8-hour day and shall include the following features:

A. The applicator shall provide individual material reservoirs, or space, for the storage of Part A and Part B of the epoxy resin composition and for the storage of water.

B. The applicator shall be equipped with heating equipment of sufficient capacity to maintain the individual epoxy resin components at the manufacturer's recommended temperature for spray application and for heating water to a temperature of approximately 140°F.

C. The applicator shall be equipped with metering devices or pressure gauges, on the proportioning pumps. Metering devices or pressure gauges shall be visible to the Engineer.

D. The applicator shall be equipped with all the necessary spray equipment, mixers, compressors, and other appurtenances to allow for the placement of epoxy pavement markings in a simultaneous sequence of operations.

3.05 **Application of Black Epoxy Contrast Pavement Markings:** Black epoxy contrast pavement markings shall be placed at the lengths designated on the Contract Plans.

Markings operations shall not begin until applicable surface preparation work is completed and approved by the Engineer.

Black epoxy contrast pavement markings shall be applied at a minimum uniform thickness of 20 mils on all Portland cement concrete surfaces followed by a single drop of graded black aggregate.

On Portland cement concrete pavements, a black contrast skip line shall be ten (10) feet in length of the same width as the white epoxy reflectorized skip line. It is to begin at the end of the white skip line. The black contrast skip line is to have a single application of graded black aggregate.

ITEM 685.15----25 - BLACK EPOXY PAVEMENT MARKINGS

3. CONSTRUCTION DETAILS: (cont'd)

3.05 **Application of Black Epoxy Contrast Pavement Markings:** (cont'd)

Any markings which, after application and curing, are determined by the Engineer to be defective and not in conformance with the specification, shall be repaired or replaced at no additional cost to the Authority. Defective markings include, but are not limited to, insufficient film thickness and line width; uncured or discolored epoxy; insufficient bond to existing surface.

4. METHOD OF MEASUREMENT:

4.01 The quantity of permanent black epoxy resin paint pavement striping will be measured by the number of linear feet of pavement striping line installed in accordance with the Plans and accepted by the Engineer.

5. BASIS OF PAYMENT:

5.01 The quantity of permanent black epoxy resin paint pavement striping payment will be paid for at the Contract unit price per linear feet for a six (6) inch wide line. Price and payment shall include cleaning and preparing the pavement surface, and placing all materials, for all labor, tools, equipment, and incidentals necessary to complete the work.

ITEM 685.17XX--25 - HIGHLY REFLECTORIZED TRIPLE DROP EPOXY PAVEMENT STRIPES, 6 INCH WIDTH

1. DESCRIPTION:

1.01 Under this work, the Contractor shall furnish and apply highly reflectorized epoxy pavement markings in accordance with the contract documents or as ordered by the Engineer, and in conformance with the MUTCD and these specifications.

The epoxy marking material shall be hot-applied by spray methods onto bituminous or portland cement concrete pavement surfaces at a 6-inch width and a 20-mil wet thickness as indicated in the contract documents. The cured epoxy marking shall be an adherent, highly reflectorized stripe.

1.02 The triple drop system shall consist of a combination of highly reflective composite optics, defined as a structural center core surrounded by high index microcrystalline ceramic beads or glass spheres, wet/night visibility beads, and standard glass beads.

2. MATERIALS:

2.01 All provisions of Section 727-03 *Epoxy Paint* shall apply.

2.02 The highly reflective composite optics, as defined in Section 1.02, shall contain high index beads with a refractive index (R.I.) between 1.8 and 2.4.

2.03 When the highly reflective composite optics are tested in accordance with ASTM E2177 Bucket method, the test method for measuring wet recovery under the standard conditions for wetness, the minimum test results shall be 275 mcd/m²/lux for white and 225 mcd/m²/lux for yellow.

2.04 The glass spheres of the highly reflectorized triple drop shall consist of Wet/Night Visibility Beads and Standard Glass Beads as defined in Section 727-05 *Glass Beads for Pavement Markings*.

2.05 The highly reflective composite optics shall match the color of the line they are being dropped in, so to not significantly alter the color appearance of the line and shall be either 3M Connected Roads ALL Weather Elements, Potters VISIMAX, or approve equal.

2.06 Wet/Night Visibility Beads shall be Visibead Plus, or approved equal.

3. CONSTRUCTION DETAILS:

3.01 All provisions of Standard Specification §685-3 shall apply.

3.02 Beads shall be applied as follows:

A. **6 inch by 20 mil applications.** The first drop shall be highly reflective composite optics at a rate per manufacturer's recommendation; the second drop shall be Wet/Night Visibility Beads at a rate of 5 pounds per gallon; and the third drop shall be Standard Glass Beads at a rate of 8 pounds per gallon.

ITEM 685.17XX--25 - HIGHLY REFLECTORIZED TRIPLE DROP EPOXY PAVEMENT STRIPES, 6 INCH WIDTH

4. METHOD OF MEASUREMENT:

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

$$\frac{\textit{Plan Width of Striping (inches)} \times \textit{Feet}}{\textit{6 inches}}$$

5. BASIS OF PAYMENT:

5.01 All provisions of Standard Specification §685-5 shall apply.

Payment will be made under:

Item Number	Item	Pay Unit
685.1707--25	**White Highly Reflectorized Triple Drop Epoxy Pavement Stripes – 6 in x 20 mils**	**LF**
685.1708--25	**Yellow Highly Reflectorized Triple Drop Epoxy Pavement Stripes – 6 in x 20 mils**	**LF**

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 (the Authority) uses the BidX service for electronic bidding. BidX is a web-based bidding service accessible to all users and requires no special software to purchase or install. Users can view contract documents free of charge and may opt to pay a subscription-based fee dependent upon their choice of BidX offered tiered tools and services, and only when they choose to submit an electronic bid. Electronic bidding is covered under a subscription-based service fee. The BidX service reduces the time it takes to prepare a bid and alerts bidders to deadlines, omissions, and errors which minimizes the chances of submitting an incomplete or inaccurate bid.

BidX allows bidders to submit, update, or withdraw bids electronically as many times as needed until the official bid deadline. Bids are then locked and encrypted, so only the Authority can see the last submitted version. **While bidders can submit a bid up to the last minute, it is highly recommended to submit prior to the 10:30 A.M. deadline on the letting day to avoid encountering any technical issues. Bidders bear sole responsibility for ensuring the timeliness, completeness, and accuracy of their bid submissions.**

For additional information please refer to FAQ: Using the browser-based experience.

2. PARTICIPATION AND RELATIONSHIP TO PAPER DOCUMENTS:

Electronic bidding allows for the streamlining of procurement by reduced processing times, eliminating errors and reducing administrative costs. Please note that the Authority's adoption of electronic bidding does not force any Contractor to bid electronically. Rather, participation is voluntary. If submitting a bid using the BidX web-based bidding service, no paper is required. The bidder shall submit and digitally sign the electronic bid.

Due to the AASHTOWare Project Bids software no longer being supported, electronic bid on a CD, DVD or USB device will NO longer be allowed. **Traditional paper bid submissions will continue to be accepted and as documented in the Contract (Project) Proposal.**

Prospective bidders are to submit either an electronic bid or a paper bid, but NOT both.
If a bidder submits both an electronic bid via BidX and a paper bid, the BidX bid will rule, and the paper bid will be regarded as informal.

3. THIRD-PARTY SOFTWARE:

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

AVAILABILITY OF ELECTRONIC BID DATA

4. PROPOSAL NOTES AND CHANGES BY AMENDMENT:

Bid proposals submitted via BidX shall be prepared using the electronic file(s) prepared by the Authority for that individual contract, including all updates issued via amendment.
Contractors are solely responsible for recognizing and properly responding to all special notes and circumstances as printed in the Contract Proposal and all changes by amendment from the amendment documents and/or notices communicated to them by the Authority's Capital and Contracts Management Unit.

Amendments are posted online at:
www.thruway.ny.gov/business/contractors/documents/index.shtml. Whenever an amendment is issued, the changes are automatically applied in BidX (bidx.com). Contractors no longer need to download separate files and manually apply the amendment to their bid submission. 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

STATE POLLUTANT DISCHARGE ELIMINATION SYSTEM (SPDES) GENERAL PERMIT

The New York State Thruway Authority has filed with the NYSDEC a Notice of Intent (NOI) for storm water discharge associated with construction activity to be performed for this project under the General Permit for Stormwater Discharges (GP-0-25-001).

A site-specific Stormwater Pollution Prevention Plan (SWPPP) as required by the GP-0-25-001 has been prepared for this site. The SWPPP is part of the contract documents for the project which reflects the runoff characteristics of the project site and employs stormwater management practices that minimize the mobilization of pollutants during runoff events. The Contractor shall read, understand and follow the requirements of the site specific SWPPP and GP-0-25-001. The SWPPP for this site has been certified by the Thruway Authority, therefore, any proposed changes or modifications to the SWPPP deemed necessary due to changes in field conditions shall be reviewed and approved by the Authority's Qualified Professional in accordance with GP-0-25-001. The Contractor and all subcontractors will be required to sign the "Contractor/Subcontractor SPDES Permit Certification" CONR5 form pertaining to compliance with the SPDES Stormwater General Permit. Each Contractor/Subcontractor shall designate a trained individual who meets the requirements in GP-0-25-001 for the "trained contractor" for the duration of the project. A copy of the new General Permit (GP-0-25-001) is available at http://www.dec.ny.gov/chemical/43133.html

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 can be moved but the new location must be visible to traffic and be reasonably close to their original location. The Mile Markers must be returned to their original location upon completion of construction at that location. Cost for this work shall be included in the bid price for the various pay items in the Project, unless the work is specifically called for in the Contract Documents.

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

MATERIAL TRANSFER VEHICLE (MTV)

The Contractor is required to use a self-propelled Material Transfer Vehicle (MTV) to transfer asphalt pavement from the hauling units to the paving equipment when placing asphalt for mainline paving.

The MTV system shall be specifically designed and constructed for the purpose of unloading delivery vehicles, storing, and remixing asphalt materials, and transferring materials to the paver. No substitutes such as pick-up machines will be allowed. The MTV shall have a storage bin and a conveyor system to deliver the asphalt mixture to the paving equipment. In addition to the MTV, the asphalt paver shall be equipped with a paver hopper insert. The paver hopper insert, or MTV shall have a remixing auger system capable of continuously blending the asphalt for the purposes of eliminating segregation in the finished mat. The combined minimum storage capacity of the MTV and paver hopper insert shall be 30 tons. The Engineer shall approve all equipment prior to commencement of paving.

Use of the MTV system for paving on bridge structures is not required. The MTV system shall not exceed maximum legal loadings when crossing structures.

An MTV will not be required when placing Truing and Leveling pavement courses.

Operation of the MTV shall be non-contact with the paver and controlled by an auto tracking mechanism that synchronizes the machine's forward speed with the paver. The MTV shall provide continuous flow of asphalt to the paver during daily paving operations. If a discontinuous flow of asphalt occurs or if excessive segregation is evident in the finished surface, paving shall be halted and the Contractor must take necessary corrective actions prior to the resumption of paving.

General operation and cleaning restrictions of the MTV shall meet the requirements of Section 404 for Pavers.

The cost for the MTV and paver hopper insert shall be included under the appropriate asphalt pavement items.

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 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 6.8 (Chromating) will not be waived.

Wire Fabric Reinforcement used on this project (for the items listed below) shall meet the requirements of Section 709-02 *Wire Fabric for Concrete Reinforcement*. Any Wire Fabric Reinforcement required for the items listed below shall be galvanized in accordance with Section 719-01 *Galvanized Coatings and Repair Methods*, Type I. Galvanized Wire Fabric Reinforcement shall be fabricated and galvanized in accordance with ASTM A123 and ASTM A767. The requirements of ASTM A767 Section 6.8 (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
582.0051
606.3042
606.3062
606.8903
606.9003
606.9004
680.8888 25

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: Newburgh Section Maintenance located at I-87, Interchange 17, MP 60.1 for pick-up by the Contractor. The phone number to the Newburgh Section Maintenance is (845) 564-6770. 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.

SPECIAL NOTE:
CONCRETE BARRIER TO GUIDE RAIL AND MEDIAN BARRIER

Concrete barrier sections that connect to other types of guide rail or median barrier (box beam, corrugated beam, thrie beam, etc.) shall be pre-cast in accordance with Section 704-05.

COMPLIANCE REQUIREMENTS AND PROCEDURES

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules, and Regulations, NYSTA is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of NYSTA contracts.

Business Participation Opportunities for MWBEs
For purposes of this solicitation, NYSTA hereby establishes an overall goal of **10** percent for MWBE participation, **5** percent for New York State-certified Minority-owned Business Enterprise ("MBE") participation and **5** percent for New York State-certified Women-owned Business Enterprise ("WBE") participation (based on the current availability of MBEs and WBEs). A contractor ("Contractor") on any contract resulting from this procurement ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this procurement, the respondent agrees that NYSTA may withhold payment pursuant to any Contract awarded as a result of this procurement pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: https://ny.newnycontracts.com. For guidance on how NYSTA will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8.

The respondent 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. The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this procurement, such finding constitutes a breach of contract and NYSTA may withhold payment as liquidated damages.

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.

By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com,

provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Office of Compliance at compliance@thruway.ny.gov.

Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:

A. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to NYSTA for review and approval.

   NYSTA will review the submitted MWBE Utilization Plan and advise the respondent of NYSTA acceptance or issue a notice of deficiency within 30 days of receipt.

B. If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Office of Compliance at compliance@thruway.ny.gov, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by NYSTA to be inadequate, NYSTA shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

NYSTA may disqualify a respondent as being non-responsive under the following circumstances:

a) If a respondent fails to submit an MWBE Utilization Plan;
b) If a respondent fails to submit a written remedy to a notice of deficiency;
c) If a respondent fails to submit a request for waiver; or
d) If NYSTA determines that the respondent has failed to document good faith efforts.

The successful respondent will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to NYSTA, but must be made no later than prior to the submission of a request for final payment on the Contract. The successful respondent will be required to submit a monthly MWBE Contractor Payment Report to NYSTA, by the 10th day of each month over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements
By submission of a bid or proposal in response to this solicitation, the respondent 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.

The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property

and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in 14 the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The respondent will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, Form EEO-1, to NYSTA with its bid or proposal.

If awarded a Contract, respondent shall submit a Workforce Utilization Report, TA-W1017 and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by NYSTA on a MONTHLY basis during the term of the Contract.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report, TA-W1017 on a quarterly basis.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub contractors will 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.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

The required forms can be found at the following web addresses:

Form EEO-1 - EEO Policy Statement: https://www.thruway.ny.gov/sites/default/files/2026-04/EEO-1-EEO-Policy-Statement.pdf?v=1785246977

Form EEO-2 - EEO Staffing Plan: https://www.thruway.ny.gov/sites/default/files/2026-04/EEO-2-EEO-Staffing-Plan.pdf?v=1785246977

TA-W1017 - EO 162 Workforce Utilization Report: https://www.thruway.ny.gov/sites/default/files/2025-07/ta-w1017.xlsx?v=1785246977

TA-W1022 - Contractor Utilization Plan: https://www.thruway.ny.gov/sites/default/files/2025-07/ta-w1022.pdf?v=1785246977

TA-W1023 - Contractor Payments: https://www.thruway.ny.gov/sites/default/files/2025-07/ta-w1023.pdf?v=1785246977

TA-W1077 - Contractor/Consultant Waiver Request: https://www.thruway.ny.gov/sites/default/files/2025-07/ta-w1077.pdf?v=1785246977

TA-W1037 - Contractor AAPHC-89 - DBE/MWBE Utilization Worksheet/Approval to Subcontract: https://www.thruway.ny.gov/sites/default/files/2025-07/ta-w1037.xls?v=1785246977

TA-W1074 - Contractor Amended AAPHC-89 - DBE/MWBE Utilization Worksheet/Approval to Subcontract: https://www.thruway.ny.gov/sites/default/files/2025-07/ta-w1074.xls?v=1785246977

If the above links are unavailable or inactive, the forms may also be requested from the Office of Compliance at compliance@thruway.ny.gov.

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. NYSTA recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of NYSTA 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, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Contract Goals

A. NYSTA hereby establishes an overall goal of **3%** for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: https://sdves.ogs.ny.gov/business-search. Questions regarding compliance with SDVOB participation goals should be directed to the Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518 474-2015 or veteransdevelopment@ogs.ny.gov.. to discuss additional methods of maximizing participation by SDVOBs on the Contract.

B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract.

SDVOB Utilization Plan

A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form TA-W1022.

B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder 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 Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to NYSTA.

C. NYSTA will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of NYSTA acceptance or issue a notice of deficiency within 20 days of receipt.

D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to NYSTA a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by NYSTA to be inadequate, NYSTA shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by NYSTA, a request for a partial or total waiver of SDVOB participation goals on TA-W1077. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

E. NYSTA may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:

(a) If a Bidder fails to submit an SDVOB Utilization Plan;
(b) If a Bidder fails to submit a written remedy to a notice of deficiency;
(c) If a Bidder fails to submit a request for waiver; or
(d) If NYSTA determines that the Bidder has failed to document good faith efforts.

F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

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

Request for Waiver

A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at NYSTA for guidance.

B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a

request for a partial or total waiver on Form TA-W1077, accompanied by supporting documentation. A Bidder 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 accepted by NYSTA at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, NYSTA 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, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to NYSTA, but must be made no later than prior to the submission of a request for final payment on the Contract.

D. If NYSTA, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (TA-W1023) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, NYSTA 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 SDVOB contract goals.

Waiver requests should be sent to the Office of Compliance at compliance@thruway.ny.gov.

Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. 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 Bidders/Contractors' solicitation was not selected.
(3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by NYSTA with certified SDVOBs whom NYSTA determined were capable of fulfilling the SDVOB goals set in the Contract.
(4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
(5) Other information deemed relevant to the waiver request.

Monthly SDVOB Contractor Payment Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Payments to NYSTA during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form TA-W1023 available on NYSTA's website and should be completed by the Contractor and submitted to NYSTA, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: compliance@thruway.ny.gov.

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

Tina Masi, Assistant Engineer-Civil/Trans
200 Southern Blvd
Albany NY 12209

Schedule Year 2026 through 2027
Date Requested 10/22/2026
PRC# 2026029942

Location MP 72.5 - MP 76.5
Project ID# D215102
Project Type Pavement Reconstruction, Drainage and Safety Improvements and Misc Work

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 2026 through June 2027. 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

Kathy Hochul, Governor

Roberta Reardon, Commissioner

NYS Thruway Authority

Tina Masi, Assistant Engineer-Civil/Trans
200 Southern Blvd
Albany NY 12209

Schedule Year 2026 through 2027
Date Requested 10/22/2026
PRC# 2026029942

Location MP 72.5 - MP 76.5
Project ID# D215102
Project Type Pavement Reconstruction, Drainage and Safety Improvements and Misc Work

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

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 a "Request for Wage and Supplement Information" form (PW 39).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 dol.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 dol.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 dol.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. 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.

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.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.
Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.
Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.
Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Contractor Registry (LL 220-I)

Labor Law Section 220-i requires that contractors obtain a Contractor Registry certificate of registration prior to bidding on or commencing work on a public or private project subject to prevailing wage requirements. Subcontractors also are prohibited from commencing work on covered employment unless they have received a Contractor Registry certificate. Contractors are required to submit their Certificate of Registration with their bid materials. A public database is available online to confirm registration 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-subcontractorregistry-
landing.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. 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.

Electronic Certified Payroll (LL 220-J)
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

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. 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. Please Note: Updates to the Wage Schedule shall be made on a quarterly basis.

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

07/20
03/22, 01/23, 12/24, 10/25, 10/26

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 http://www.thruway.ny.gov/business/purchasing/epayments/index.html, 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 shall be responsible for obtaining and timely submitting, or causing to be submitted, all documentation and information required by the Authority concerning any proposed subcontractor. The Authority may withhold award of the Contract or approval of any subcontractor until all such requirements have been satisfactorily fulfilled.

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.