

## **US CUSTOMARY UNITS**

PIN: 9755.19

LD040434

## **FEDERAL AID PROJECT**

Submitted in accordance with the Highway

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# **PROPOSAL**

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Prepared By:



**McFARLAND  
JOHNSON**

McFarland Johnson, Inc.  
49 Court St., Suite 240  
Binghamton, NY 13901



Law and the Standard Specifications officially finalized and adopted on May 1, 2026 as posted on New York State Department of Transportation's website.

Proposal Description:  
Loft Road over Schenevus Creek  
Bridge Replacement  
BIN 2227620  
Town of Maryland, Otsego County

Letting Time and Date: June 24, 2026 at  
10:00am

Letting Location:  
Town of Maryland  
40 Main Street  
Maryland, New York 12155

**BOOK 1 OF 1**

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## **IMPORTANT BIDDER INFORMATION**

Persons desiring to make a proposal shall use the accompanying proposal blank prepared by the Town of Maryland. The STANDARD SPECIFICATIONS manual, as noted on the cover of this proposal, with current additions and modifications (except as modified on the plans or in the itemized proposal), by The New York State Department of Transportation are to be considered as and shall form a part of this agreement. The time for which proposals will be received will be found in the published notice calling for proposals. Any proposal received after the hour specified in the published notice shall not be accepted.

The attention of persons intending to make proposals is specifically called to the General Provisions, Section 100 of the above mentioned Department of Transportation Standard Specifications. All bidders must understand and comply with this section.

The attention of persons intending to make proposals is also called to Definitions and Terms in the General Provisions and Conditions of Contract, Section 100 of the above mentioned Department of Transportation Standard Specifications and it is understood that the following words: Commissioner, Chief Engineer, Superintendent, etc. shall mean Town Supervisor; that the following words: Department and Division shall mean the Town of Maryland; and that the word State shall mean the Town of Maryland.

As a guarantee of good faith, each proposal must be accompanied by the deposit of a certified check or a bid bond, payable to the Town of Maryland Treasurer, in the sum of 5% of the total amount of the bid. All deposits, except that of the 3 lowest bidders will be returned within seven days after the opening of the bids. A Consent of Surety is also to be attached to the proposal. Only New York State licensed sureties will be accepted.

The right is reserved to waive any informalities in or reject any or all bids submitted.

No bidder may withdraw a bid within 45 days after the actual date of the opening of the bid.

Attention of bidders is particularly called to the minimum wage rates (Federal and State) to be paid under the contract and Civil Rights provisions including EEO and DBE requirements. The EEO goals for this project are 1.2% minorities and 6.9% women and the DBE goal is 0%.

Upon acceptance of any bid, the successful bidder shall execute a contract with the Town of Maryland and furnish a suitable Performance, Labor and Material Bond, in accordance with Section 137, subparagraph 1 of the State Finance Law and acceptable to the Town Attorney. The deposit heretofore mentioned, for 5% of the bid, shall be forfeited and retained as liquidated damages if the successful bidder neglects or refuses to execute the said contract and furnish the said Bond.

The Contractor shall also submit with the Agreement, proof of workers' compensation, disability coverage and Automobile Liability and Automobile Property Damage Insurance, or that such coverage is not required by law.

All bids shall be accompanied by a non-collusive certification as required by Section 103-d of the General Municipal Law, amended September 1, 1965.

Only bidders having experience in this type of work will be considered.

There are no M/WBE or SDVOB Goals for this project.

## BIDDERS NOTES

1. All addenda must be signed and accompany submitted proposals.
2. All field work shall be completed within 240 calendar days, not including necessary winter shutdowns. Weather-related shutdowns will be approved by the town.
1. Project completion date is 10/31/2028. The permits for the project include water work restrictions. In-stream or stream bank work shall be accomplished only between June 15th and September 30th of each year.
2. It is anticipated that this contract will be awarded by the Town Board of Supervisors on July 6, 2026. The notice to proceed will be provided with the notice of award. The successful bidder shall proceed diligently in obtaining the necessary bonds and in executing the contract so work can begin at the earliest possible time.
3. A Pre-Construction conference will be scheduled following the award to coordinate construction scheduling. The successful contractor shall have a proposed construction schedule developed prior to the conference. It is anticipated that the conference will be held in July 2026.
4. The work in this proposal will be as directed by the Town. The Town will hire a consultant who will provide an EIC "Engineer in Charge" assigned to the project who will be on site at all times during construction.
5. Due to the importance and complexity of the project, the Contractor is urged to visit the site before preparing bids.
6. After completion of work, before final payment is made, a certificate will be required from the Contractor that all labor and subcontractors have been paid in full.
7. All applicable New York State and Federal labor laws, rules and regulations shall be adhered to.
8. Permits for this work are included in Section 3 – Supplemental Information.



Contractors that obtain Contract Documents from a source other than McFarland Johnson's Bid Portal must notify McFarland Johnson in order to be placed on the official Plan Holder List, to receive Addenda and any other Bid correspondence. Bids received from Contractors other than those on the official Plan Holders List will not be accepted.

Addenda will be sent from the McFarland Johnson Bid Portal to Bidders listed on the official Plan Holders List. Bidders must acknowledge receipt of all Addenda by signing and dating each Addendum and the Acknowledgement of Receipt of Addenda, Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under this Bid submittal. All Addenda issued shall become part of the Contract Documents.

Questions regarding the Contract Documents should be directed to Laura Sanda, P.E., McFarland Johnson either through email at: [LSanda@mjinc.com](mailto:LSanda@mjinc.com) or by telephone at 518-580-9380. Bidders shall promptly notify McFarland Johnson of any errors, omissions, conflicts or ambiguity within the Contract Documents within 7 days of bid opening.

All bids must include the completed Bid Form, Non-Collusive Bidding and Disbarment Certifications, and Lobbying Certifications. This is a unit price bid as described in the Instructions to Bidders. No bidder may withdraw his/her bid within forty-five (45) calendar days after the actual date of the opening thereof.

Each bid must be accompanied by security in an amount not less than five percent (5%) of the amount of the bid in the form and subject to the conditions provided in the Instructions to Bidders.

Bids to be considered must be received in a sealed envelope at the Town of Maryland Town Hall, 40 Main Street, Maryland, New York, 12155 by 10:00AM, local time, on June 24, 2026 at which time they will be publicly opened and read aloud. Bids received after the above noted time will not be accepted. All sealed envelopes should be clearly labeled: **PIN 9755.19 Loft Road over Schenevus Creek Bridge Replacement, BIN 2227620.**

The Bidder to whom the Contract is awarded will be required to furnish Performance, Payment and Guarantee Bonds from an acceptable Surety Company for an amount not less than 100% of the accepted bid. The successful Bidder and all subcontractors must have an approved CCA-2 on file with NYSDOT prior to being awarded a contract. If the successful Bidder does not currently have a CCA-2 on file with NYSDOT, the Bidder may find the CCA-2 forms and instruction for completion online at

<https://www.osc.state.ny.us/state-vendors/vendrep/vendor-responsibility-forms?redirect=legacy#Construction>.

The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 2, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804). Successful bidders will be required to pay prevailing wage rates on this contract.

The Town of Maryland reserves the right to consider the bids for forty-five (45) days after receipt before awarding any Contract, and to waive any minor informalities in, and to reject, any and all bids. All bids are subject to final review and approval by the Town of Maryland before any award of contract may be made. Receipt of bids by the Town of Maryland shall not be construed as authority to bind the Town.

The work will be substantially completed 240 calendar days from Notice to Proceed and completed and ready for final payment on 10/31/2028.

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Act, hereby notifies all who respond to the related solicitation, request for proposal or invitation to bid that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

**Owners Contact**

Jason Knapp  
Town of Maryland  
Project Manager  
(607) 638-1924

**Engineer's Contact**

Laura Sanda  
McFarland Johnson, Inc.  
Project Manager  
(518) 580-9380/Lsanda@mjinc.com

**PROJECT TITLE SHEET**

Town of Maryland  
New York

PIN: 9755.19

LD040434

COUNTY(IES): Otsego

**FEDERAL AID PROJECT**

Proposal Description: Loft Road over Schenevus Creek Bridge Replacement (BIN 2227620), Town of Maryland, Otsego County

Completion Date: 10/31/2028

Questions During Bidding: No interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation shall be in writing addressed to:

Addenda to Bid Documents: Addenda to the Bid Documents will be sent from the McFarland Johnson Bid Portal to bidders on the Plan Holders list.

**FEDERAL REQUIREMENTS**

1. This is a federal-aid contract subject to the approval of the Federal Highway Administration (FHWA) and the New York State Department of Transportation (NYSDOT).
2. Federal Contract Requirements are contained in the contract documents.
3. The BUY AMERICA provisions in Section 106-11 of the NYSDOT Standard Specifications apply to this contract.
4. Whenever local and/or New York State requirements differ from Federal requirements, the Federal requirements will prevail.
5. There are no residence, geographical restrictions, or preferences contained in this contract.
6. There are no M/WBE/SDVOB requirements or preferences contained in this contract.

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS**

1. The NYSDOT Standard Specifications May 1, 2026 as amended, govern work performed under this contract. This shall include Sections 100 through 799, inclusive.
2. The low bidder must have an approved New York State Uniform Contracting Questionnaire (CCA-2 Form) on file with NYSDOT prior to an award being made. The CCA-2 form is available online at <https://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info> or by calling the NYSDOT Office of Contract Management at (518) 457-1564.

**SECTION 1 – CONTRACTOR’S BID PACKAGE CONTENTS**

## **APPENDIX 12-1**

# **CONSTRUCTION CONTRACT REQUIREMENTS**

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (FHWA Section 1273 X)..... 1**

**CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING(FHWA 1273 Section XI)..... 1**

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**ALL FORMS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (FHWA Section 1273 X)**

A. The prospective bidder certifies to the best of its knowledge and belief that they and their 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 proposal been convicted of or had a civil judgment rendered against them for a 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 the 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 had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the Bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING (FHWA 1273 Section XI)**

A. The prospective bidder certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The prospective bidder also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that such subrecipients shall certify and disclose accordingly.

**THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.**

**FALSE CLAIMS CERTIFICATION (31 USC §3729, NYS Finance Law Article 13)**

Under the Federal False Claims Act, 31 U.S. Code §3729, any person or entity who knowingly presents, or causes to be presented to the Federal Government, a false or fraudulent claim for payment or approval is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, plus three times the amount of damages the Government sustains.

Under the New York State False Claims Act, NYS Finance Law Article 13, any person or entity who knowingly presents or causes to be presented to the State of New York or Local Governments within the State of New York, a false or fraudulent claim for payment or approval is liable to the Government for a civil penalty of not less than \$6,000 and not more than \$12,000, plus three times the amount of damages the Government sustains.

“Knowingly” is defined as (1) actual knowledge; (2) acting in deliberate ignorance of the truth or falsity of information; or (3) acting in reckless disregard of the truth or falsity of information. No proof of specific intent to defraud is required.

The Contractor to whom the above-identified contract is to be awarded does hereby certify to the New York State Department of Transportation that it understands the prohibitions under the Federal and New York State False Claims acts and that it has not and will not submit or cause to be submitted any fraudulent claims in the submission of this bid or in connection with the above-identified contract. The Contractor further certifies that it understands retaliatory actions against employees and officers who initiate a *qui tam* (public) action on behalf of the government or cooperate in the investigation of a false claim are prohibited and are subject to an assessment of damages and penalties under the provisions of the Federal and New York State False Claims Acts.

**THIS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.**

**NON-COLLUSIVE BIDDING CERTIFICATION  
(NYS Finance Law §139-d and General Municipal Law §103-d)**

1. By submission of this bid:

(a) Each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award, nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided, however, that if in any case, the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award, nor shall any award be made unless the head of the purchasing unit of the state, public department, or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised pricelists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation."

**STATE NON-COLLUSIVE BIDDING CERTIFICATIONS MUST BE INCLUDED IN EVERY BID  
PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL  
SPECIFICATIONS ARE USED.**

## **NON-COLLUSIVE BIDDING CERTIFICATION (2 CFR 1200)**

"By submission of this bid, the Bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

The signatory to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency,
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years,
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions).

**FEDERAL NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.**

**REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES,  
MISCONDUCT OR OTHER PROHIBITED CONTRACT ACTIVITIES**

**US DEPARTMENT OF TRANSPORTATION  
OFFICE OF INSPECTOR GENERAL - FRAUD, WASTE & ABUSE HOTLINE**

The U.S. Department of Transportation (USDOT) Office of Inspector General (OIG) maintains a Hotline for receiving allegations of fraud, waste, abuse, or mismanagement in USDOT programs or operations. Persons with knowledge of bid collusion (i.e., contractors, suppliers, work persons, etc.), or other questionable contract-related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the Hotline at 1-800-424-9071, emailing [hotline@oig.dot.gov](mailto:hotline@oig.dot.gov), or writing to the USDOT Inspector General, 1200 New Jersey Ave SE, West Bldg. 7th Floor, Washington, DC 20590. Allegations may be reported 24 hours a day, seven days a week by DOT employees, contractors, or the general public.

**NEW YORK STATE OFFICE OF THE INSPECTOR GENERAL HOTLINE**

The New York State Office of the Inspector General maintains a Hotline for receiving allegations of governmental misconduct. Reports of New York State governmental misconduct may be made in strict confidence to the Toll-Free 24-hour Statewide HOTLINE at 1-800-DO RIGHT (1-800-367-4448), the online complaint form at [www.ig.ny.gov](http://www.ig.ny.gov) or in writing to the New York State Office of the Inspector General, Empire State Plaza, Agency Building 2 - 16th Floor, Albany, New York 12223.

**THIS PAGE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED  
IN EACH BID PROPOSAL.**

## GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

The Contractor shall follow the requirements of NYSDOT Standard Specification §102-11 *Equal Employment Opportunity Requirements*. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, which is the county or counties in which the work is located, are as follows:

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

(45 FR 65976 – 10/3/1980)

<b>GOALS FOR PARTICIPATION OF MINORITIES BRONX, KINGS, NEW YORK, QUEENS, AND RICHMOND COUNTIES</b>			
Electricians	9.0 to 10.2	Bricklayers	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers	6.3 to 7.5
Metal lathers	24.6 to 25.6	Iron workers (ornamental)	22.4 to 23.0
Painters	26.0 to 28.6	Cement masons	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers	13.0 to 15.5
		All others	16.4 to 17.5

(43 FR 14888 – 4/7/1978)

### GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### **I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e). The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally

classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S.

Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO

program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and

women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification

to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals

(even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:**

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurances Required:**

DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this

contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the

contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on

a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred

during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

- (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is used in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an

authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## **2. Withholding (29 CFR 5.5)**

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### **3. Records and certified payrolls (29 CFR 5.5)**

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at

<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original

handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension

of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they

perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in

the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of

lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist,

harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any

violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section. \* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### **3. Withholding for unpaid wages and liquidated damages**

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of

whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate,

threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring

leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the

contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29

CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be

performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may

direct as a means of enforcing such requirements. 2 CFR 200.327.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier

participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective

participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant 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 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal 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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\* \* \* \* \*

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly

enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that

all such recipients shall certify and disclose accordingly.

directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on

which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **APPENDIX 12-1A**

# **CONSTRUCTION CONTRACT REQUIREMENTS FILLABLE FORMS**

**This page has been left intentionally blank.**

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**ALL FORMS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED  
IN EACH BID PROPOSAL.**

**NON-COLLUSIVE BIDDING CERTIFICATION  
BIDDER INFORMATION**

Bidder to provide information listed below:

Bidder Address:

Street or P. O. Box No.

City

State

ZIP

Federal Identification No.:

Name of Contact Person:

Phone # of Contact Person:

**If Bidder is a Corporation:**

President's Name & Address:

Secretary's Name & Address:

Treasurer's Name & Address:

**If Bidder is a Partnership:**

Partner's Name & Address:

Partner's Name & Address:

**If Bidder is a Sole Proprietorship:**

Owner's Name & Address:

**THIS PAGE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.**

## Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual of Entity Seeking to Enter into the Procurement Contract:

Address:

Name and Title of Person Submitting this Form:

Contract Procurement Number:

Date:

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

NO  YES

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?

NO  YES

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

NO  YES

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility:

*(Add additional pages as necessary.)*

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

NO  YES

6. If yes, please provide details below.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

*(Add additional pages as necessary.)*

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

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

Signature

Name:

Title:

## COMBINED CERTIFICATION FORM

### BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents including all amendments, at the prices bid; subject to the Changed Conditions provisions if applicable,
2. Accompany this proposal with a bid bond, certified check or bank cashier's check for the specified amount of deposit required,
3. All the terms and conditions of the non-collusive bidding certifications required by §139-d of the State Finance Law and 2 CFR Part 1200,
4. Certify, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions or civil judgments required by FHWA Form 1273 Required Contract Provisions Federal-Aid Construction Contracts-Section X "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion",
5. Certify that no Federal appropriated funds have been paid or will be paid, to any person for lobbying a Federal official or employee, or disclosure was made in accordance with 31 USC 1352 required by FHWA Form 1273 Required Contract Provisions Federal-Aid Construction Contracts-Section XI "Certification Regarding Use of Contract Funds for Lobbying",
6. Attest that its performance of the services outlined in this proposal does not and will not create a conflict of interest with nor position the firm to breach any other contract currently in force with the State of New York,
7. Certify that it understands the prohibitions under the Federal False Claims Act (31 USC §3729) and the New York State False Claims Act (NYS Finance Law Article 13),
8. Certify that all information provided to the Department with respect to the requirements contained in the Procurement Lobbying Law (State Finance Laws §139-j and §139-k) is complete, true and accurate,
9. Affirm, under penalty of perjury, that all the responses provided to the Department with respect to its submitted Form CCA-2 New York State Vendor Responsibility Questionnaire For-Profit Construction, are complete, true, and accurate, and further affirms and acknowledges that it must remain a responsible Contractor throughout the duration of the contract, in accordance with §105-05 Vendor Responsibility,
10. Provide commitments to meet the established DBE goal(s) prior to award or demonstrate good faith efforts to do so,
11. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

12. Certify to all other clauses required by this proposal and contained herein.

Dated \_\_\_\_\_, 20

\_\_\_\_\_  
Legal Name of person, firm or corporation

By \_\_\_\_\_  
Signature (Title)

**(Acknowledgment by Individual Contractor)**

STATE OF NEW YORK \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be described in and who executed the foregoing instrument, and that he/she acknowledged that he/she executed the same.

\_\_\_\_\_  
Notary Public

**(Acknowledgment by Individual Contractor, If a Corporation)**

STATE OF NEW YORK \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, 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 at \_\_\_\_\_, and that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ 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

**(Acknowledgment of Co-Partnership Contractor)**

STATE OF NEW YORK \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of \_\_\_\_\_, consisting of himself/herself and \_\_\_\_\_, and that he/she executed the foregoing instrument in the firm name of \_\_\_\_\_ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of \_\_\_\_\_ for the uses and purposes mentioned herein.

\_\_\_\_\_  
Notary Public

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013  
Expiration Date: 06/30/2028

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

**4. Name and Address of Reporting Entity:**

Prime     SubAwardee

\* Name

\* Street 1     Street 2

\* City     State     Zip

Congressional District, if known:

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

<b>6. * Federal Department/Agency:</b> <input style="background-color: yellow;" type="text"/>	<b>7. * Federal Program Name/Description:</b> <input type="text"/> Assistance Listing Number, if applicable: <input type="text"/>
--	---

<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>
--	--

**10. a. Name and Address of Lobbying Registrant:**

Prefix  \* First Name  Middle Name

\* Last Name  Suffix

\* Street 1  Street 2

\* City  State  Zip

**b. Individual Performing Services** (including address if different from No. 10a)

Prefix  \* First Name  Middle Name

\* Last Name  Suffix

\* Street 1  Street 2

\* City  State  Zip

**11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* Signature:

\* Name: Prefix  \* First Name  Middle Name

\* Last Name  Suffix

Title:  Telephone No.:  Date:

## **APPENDIX 2-S IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “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 other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER’S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

**4. WORKERS’ COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, 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 Workers’ Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, 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 Section 220-e of the Labor Law, 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 Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither 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 Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, 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 Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the 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. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of 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 State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State'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 to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (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 State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) 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 Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State 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 Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency 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 contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency 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 \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement 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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State 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. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State 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.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 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 Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency 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 contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will 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 hereto.

**13. 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.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. 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.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (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 State.

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 § 165 State Finance Law. Any such use must meet with the approval of the State; 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 State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** 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 and Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue 33rd Floor  
New York, NY 10017  
646-846-7364  
email: [mwbebusinessdev@esd.ny.gov](mailto:mwbebusinessdev@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify 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 State;

(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 New York State 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 State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. 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 (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. 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 covered agency, 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 covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “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/iran-divestment-act-2012>

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 State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency 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 state agency 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.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. 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.

# BID BOND

**BIDDER IS TO ATTACH 5% CERTIFIED CHECK OR BID BOND**  
**(payable to the "Town of Maryland")**  
**AND CONSENT OF SURETY TO THIS SHEET (Surety provided form is acceptable)**

If a Corporation

Name

Address

\_\_\_\_\_, President \_\_\_\_\_

\_\_\_\_\_, Secretary \_\_\_\_\_

\_\_\_\_\_, Treasurer \_\_\_\_\_

If a Firm

Name of Members

Address

\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

**PERFORMANCE BOND**

1. Know ALL Men By These Presents, That we (hereinafter called the "Principal")

\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

and

of  
(hereinafter called the "Surety") are held and firmly bound unto the **Town of Maryland** of the State of New York in the full and

just sum of

Dollars ( ) good and lawful money of the United States of America, to 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 assigns and the said SURETY binds itself, its successors or assigns, jointly and severally, firmly by these presents.

2. Signed, sealed and dated this day of , 20\_\_ .

3. Whereas, said Principal has entered into a certain written contract bearing date on the day of , 20\_\_, with the **Town of Maryland** for the **Loft Road over Schenevus Creek Bridge Replacement Project** in the **Town of Maryland**, New York.

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 Town of Maryland 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 Town or its officers or agents or which the said Town 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 suffered or claimed on account of said construction or improvement 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 its agents or servants, or from any other cause, then this obligation shall be null and void, otherwise to remain in full force and virtue.

The surety hereto agrees that in case the said contract is forfeited by the Principal hereto in the manner provided in the contract and the Principal fails to deposit to the credit of the Town of Maryland, the excess cost of completing the work occasioned by the failure of the Contractor, then and in that case the surety will within ten days from the date of notice by the Town of Maryland of the amount of such excess cost deposit to the credit of said Town of Maryland such sum of money as the said Town of Maryland certifies to the surety as being the excess above the funds remaining available for this contract, free from all liens and encumbrances in the hands of the Town of Maryland.

And the said SURETY hereby stipulates and agrees that no change, extension, alteration, deduction or addition in or to the terms of said contract or the plans or specifications accompanying the same, shall in any wise affect the obligation of said Surety on this bond.

(Corporate seal  
of principal  
if a corporation) \_\_\_\_\_ L. S. )  
\_\_\_\_\_)  
\_\_\_\_\_) L. S. ) Principal  
\_\_\_\_\_)  
\_\_\_\_\_) L. S. )

(Corporate seal  
of surety) \_\_\_\_\_ L. S. )  
\_\_\_\_\_) Surety  
\_\_\_\_\_)  
\_\_\_\_\_) L. S. )

By \_\_\_\_\_

(Acknowledgment by Surety Company.)

STATE OF NEW YORK )  
 )ss.:  
Town of )

On this day of , 20 , 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 , the corporation described in and which executed the foregoing instrument; that he knew the seal of 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.

Sworn before me this day of , 20 .

\_\_\_\_\_  
(Signature of party making affidavit)

(seal)

\_\_\_\_\_  
(Notary Public)

(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.)

**LABOR AND MATERIAL BOND**

Know ALL Men By These Presents, That we (hereinafter called the "Principal")

\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_

and

of

(hereinafter called the "Surety") are held and firmly bound unto the Town of Maryland of the State of New York in the full and just sum of \_\_\_\_\_ Dollars ( ) good and lawful money of the United States of America, to 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 assigns and the said SURETY binds itself, its successors or assigns, jointly and severally, firmly by those presents.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Whereas, said Principal has entered into a certain written contract bearing date on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the Town of Maryland for the **Town of Maryland for the Loft Road over Schenevus Creek Bridge Replacement Project**, in the Town of Maryland, New York.

Whereas, Section 137 of the State Finance Law requires this bond guaranteeing prompt payment of monies due to all persons supplying the contractor or a subcontractor with labor and materials employed and used in carrying out the contract, which bond shall insure to the benefit of the persons supplying such labor and materials.

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 Town of Maryland 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 Town or its officers or agents or which the said Town 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 suffered or claimed on account of said construction or improvement 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.

The surety hereto agrees that in case the said contract is forfeited by the Principal hereto in the manner provided in the contract and the Principal fails to deposit to the credit of the Town of Maryland, the excess cost of completing the work occasioned by the failure of the Contractor, then and in that case the surety will within ten days from the date of notice by the Town of Maryland of the amount of such excess cost deposit to the credit of said Town of Maryland such sum of money as the said Town of Maryland certifies to the surety as being the excess above the funds remaining available for this contract, free from all liens and encumbrances in the hands of the Town of Maryland.

And the said SURETY hereby stipulates and agrees that no change, extension, alteration, deduction or addition in or to the terms of said contract or the plans or specifications accompanying the same, shall in any wise affect the obligation of said Surety on this bond.

(Corporate seal  
of principal if  
a corporation)

\_\_\_\_\_) L. S. )  
)  
\_\_\_\_\_) L. S. )Principal  
)  
\_\_\_\_\_) L. S. )

(Corporate seal  
of Surety )

\_\_\_\_\_) L. S. )  
) Surety  
)

\_\_\_\_\_

Name of Bidder: \_\_\_\_\_  
(Bidder to Insert Name)

LOFT ROAD OVER SCHENEVUS CREEK  
BRIDGE REPLACEMENT (BIN 2227620)  
PIN 9755.19, LD040434  
TOWN OF MARYLAND

In submitting this bid the undersigned declares that he/she is or they are the only person or persons interested in the said bid; that it is made without any connection with any person or persons interested in the said bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the State or County, or any person in the employ of the State or County is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares that he/she has or they have carefully examined the plans, specifications and form of contract, and personally inspected the actual location of the work together with the local sources of supply, is satisfied as to all the quantities and conditions, and understands that in signing this proposal, waives all rights to plead any misunderstanding regarding the same.

The undersigned further understands and agrees to furnish and provide for the respective item bid all the necessary material, machinery, implements, tools, labor, services, etc., and to do and perform all the work necessary under the aforesaid conditions to complete the improvement of the aforementioned highway in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid.

The undersigned further agrees to accept the aforesaid "unit bid" prices in compensation for any additions or reductions caused by variation in quantities due to more accurate measurement, or by any changes or alterations in the plans or specifications of the work.

This contract is comprised of a Base Bid and no Bid Alternates. Bidders must provide prices for all items.

BASE BID WRITTEN: \_\_\_\_\_

BASE BID FIGURES: \_\_\_\_\_

ADDENDA: The undersigned hereby acknowledges receipt of the following Addenda:

Addendum #	Date

ITEM NO.	ITEM DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
201.06	CLEARING AND GRUBBING	1 / LS	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
202.120001	REMOVING EXISTING SUPERSTRUCTURES	1 / LS	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
202.19	REMOVAL OF SUBSTRUCTURES	52 / CY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	332 / CY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
203.03	EMBANKMENT IN PLACE	553 / CY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
203.21	SELECT STRUCTURE FILL	315 / CY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
203.25	SAND BACKFILL	8 / CY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		

Page Total \$ \_\_\_\_\_

Carry Forward \$ \_\_\_\_\_

Brought Forward \$ \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
206.01	STRUCTURE EXCAVATION	1304 / CY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
206.0201	TRENCH AND CULVERT EXCAVATION	200 / CY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
207.26	PREFABRICATED COMPOSITE STRUCTURAL DRAIN	104 / SY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
209.1003	SEED AND MULCH - TEMPORARY	2060 / SY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
209.1311	Sediment Filter Log - Temporary, 12", Type A	350 / LF	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
209.1501	TURBIDITY CURTAIN - TEMPORARY	310 / LF	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
209.190301	ROLLED EROSION CONTROL PRODUCT, CLASS II TYPE C, INTERMEDIATE	2060 / SY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		

Page Total \$ \_\_\_\_\_

Carry Forward \$ \_\_\_\_\_

Brought Forward \$ \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
209.22	Stabilized Construction Access	753 / SY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
304.15	SUBBASE COURSE, OPTIONAL TYPE	248 / CY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
404.0983	9.5 F3 Top Course Asphalt, 80 Series Compaction	53 / TON	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
404.1989	19 F9 Binder Course Asphalt, 80 Series Compaction	89 / TON	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
404.2589	25 F9 Binder Course Asphalt, 80 Series Compaction	92 / TON	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
407.0102	DILUTED TACK COAT	72 / GAL	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	222 / LF	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		

Page Total \$ \_\_\_\_\_

Carry Forward \$ \_\_\_\_\_

Brought Forward \$ \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	147 / SY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
551.30	Micropiles (Contractor Designed)	51 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
551.33	Permanent Casing for Micropiles	2045 / LF	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
551.34	Furnishing Equipment for Installing Micropiles	1 / LS	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
551.35	Static Pile Compressive Load Test	2 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
552.17	SHIELDS AND SHORING	1120 / SF	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
552.230201	UNTREATED WOOD LAGGING FOR SOLDIER PILE AND LAGGING WALL	662 / SF	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		

Page Total \$ \_\_\_\_\_

Carry Forward \$ \_\_\_\_\_

Brought Forward \$ \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
552.230202	UNTREATED WOOD LAGGING FOR SOLDIER PILE AND LAGGING WALL	294 / SF	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
553.020001	COFFERDAMS (TYPE 2)	1 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
553.020002	COFFERDAMS (TYPE 2)	1 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
554.42	FILL TYPE RETAINING WALL (GREATER THAN 12FT. - 18FT.)	481 / SF	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
555.97010016	CONCRETE FOR STRUCTURES (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS)	116.5 / CY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
555.97020016	FOOTING CONCRETE (REINFORCEMENT INCLUDED AND NO BAR LIST IN PLANS)	96.5 / CY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
555.9901	Performance Concrete Quality Adjustment - Footing Concrete	1 / QU	Fixed Price: See Specification and Subsection 102-04	<u>\$5.00</u>	<u>\$5.00</u>

Page Total \$ \_\_\_\_\_

Carry Forward \$ \_\_\_\_\_

Brought Forward \$ \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
555.9902	Performance Concrete Quality Adjustment - Concrete for Structures	1 / QU	Fixed Price: See Specification and Subsection 102-04	<u>\$15.00</u>	<u>\$15.00</u>
556.03	STUD SHEAR CONNECTORS FOR BRIDGES	140 / EACH	_____ Dollars And _____ Cents	\$ _____	\$ _____
557.1013	Structural Approach Slab with Integral Wearing Surface Type 3 Friction	93.5 / SY	_____ Dollars And _____ Cents	\$ _____	\$ _____
557.1113	Superstructure Slab with Integral Wearing Surface Bottom Formwork Required - Type 3 Friction	268.8 / SY	_____ Dollars And _____ Cents	\$ _____	\$ _____
557.29	WINTER SURFACE TREATMENT - SUPERSTRUCTURE SLABS AND STRUCTURAL APPROACH SLABS	362.3 / SY	_____ Dollars And _____ Cents	\$ _____	\$ _____
557.9901	Performance Concrete Quality Adjustment - Superstructure and Approach Slab	1 / QU	Fixed Price: See Specification and Subsection 102-04	<u>\$20.00</u>	<u>\$20.00</u>
558.02	LONGITUDINAL SAWCUT GROOVING OF STRUCTURAL SLAB SURFACE	319.5 / SY	_____ Dollars And _____ Cents	\$ _____	\$ _____

Page Total \$ \_\_\_\_\_

Carry Forward \$ \_\_\_\_\_

Brought Forward \$ \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
559.01	Protective Sealing of Structural Concrete on New Bridge, Deck and Bridge Deck Overlays	4821 / SF	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
559.02	Protective Sealing of New Structural Concrete	893 / SF	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
564.0501	STRUCTURAL STEEL, TYPE 1	1 / LS	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
565.2023	TYPE E.B. FIXED BEARING (112 TO 168 KIPS)	5 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
565.2033	TYPE E.B EXPANSION BEARING (112 TO 168 KIPS)	5 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
567.60	ARMORLESS BRIDGE JOINT SYSTEM	23 / LF	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
569.04	SINGLE SLOPE (HALF SECTION) CONCRETE BRIDGE BARRIER	227 / LF	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		

Page Total \$ \_\_\_\_\_

Carry Forward \$ \_\_\_\_\_

Brought Forward \$ \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
569.10010011	Single Slope Half Section Bridge Barrier with Moment Slab	48 / LF	_____ Dollars	\$ _____	\$ _____
			And _____		
572.00020101	METALIZING, TYPE 1	1 / LS	_____ Dollars	\$ _____	\$ _____
			And _____		
606.10	BOX BEAM GUIDE RAILING	78 / LF	_____ Dollars	\$ _____	\$ _____
			And _____		
606.100002	BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MITERED)	66 / LF	_____ Dollars	\$ _____	\$ _____
			And _____		
606.120101	BOX BEAM END PIECE	1 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____		
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA	2 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____		
606.3061	SINGLE-SLOPE CONCRETE HALF SECTION BARRIER (OPTIONAL)	28 / LF	_____ Dollars	\$ _____	\$ _____
			And _____		

Page Total \$ \_\_\_\_\_

Carry Forward \$ \_\_\_\_\_

Brought Forward \$ \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
606.71	REMOVING AND DISPOSING CORRUGATED BEAM GUIDE RAILING	172 / LF	_____ Dollars	\$ _____	\$ _____
			And _____		
606.8803	TRANSITION BETWEEN BOX BEAM GUIDE RAIL AND SINGLE SLOPE HALF SECTION CONCRETE BARRIER(ONE OR TWO WAY OPERATION)	3 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____		
607.41010010	TEMPORARY PLASTIC BARRIER FENCE	283 / LF	_____ Dollars	\$ _____	\$ _____
			And _____		
607.97000007	REMOVE, STORE AND REINSTALL EXISTING WOOD FENCE	135 / LF	_____ Dollars	\$ _____	\$ _____
			And _____		
608.020102	ASPHALT SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS,AND VEGETATIO N CONTROL STRIPS	3 / TON	_____ Dollars	\$ _____	\$ _____
			And _____		
609.0301	STONE CURB - BRIDGE (TYPE A)	58 / LF	_____ Dollars	\$ _____	\$ _____
			And _____		
610.1605	Turf Establishment Performance	2060 / SY	_____ Dollars	\$ _____	\$ _____
			And _____		

Page Total \$ \_\_\_\_\_

Carry Forward \$ \_\_\_\_\_

Brought Forward \$ \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
617.01010024	CONTROLLING INVASIVE PLANT SPECIES WITH HERBICIDES	7530 / SF	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
617.01030024	CONTROLLING INVASIVE PLANT SPECIES BY EXCAVATION	837 / CY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
617.10000024	DISPOSAL OF MATERIAL CONTAINING INVASIVE PLANT SPECIES	837 / CY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
617.11000024	EQUIPMENT CLEANING FOR INVASIVE PLANT SPECIES	1 / LS	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
619.01	BASIC WORK ZONE TRAFFIC CONTROL	1 / LS	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
619.04	TYPE III CONSTRUCTION BARRICADE	12 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
619.100101	INTERIM PAVEMENT MARKINGS, STRIPES (TRAFFIC PAINT)	1235 / LF	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		

Page Total \$ \_\_\_\_\_

Carry Forward \$ \_\_\_\_\_

Brought Forward \$ \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
619.130201	Temporary Traffic Signals- Portable Traffic Signal System	1 / ELOC	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
619.1716	Temporary Positive Barrier - Category 6 (Pinning Required)	192 / LF	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
619.1719	Warning Lights on Temporary Positive Barriers	19.2 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
619.1802	TEMPORARY IMPACT ATTENUATOR - REDIRECTIVE (TEST LEVEL 2)	2 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
620.03	STONE FILLING (LIGHT)	23 / CY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
620.05	STONE FILLING (HEAVY)	596 / CY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
620.0801	BEDDING MATERIAL, TYPE 1	152 / CY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		

Page Total \$ \_\_\_\_\_

Carry Forward \$ \_\_\_\_\_

Brought Forward \$ \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
623.12	CRUSHED STONE (IN-PLACE MEASURE)	66 / CY	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
625.01	SURVEY OPERATIONS	1 / LS	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
627.50140008	CUTTING PAVEMENT	88 / LF	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
637.01	FIELD LABORATORY	1 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
637.04	Concrete Cylinder Curing Equipment	1 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
637.11	ENGINEER'S FIELD OFFICE - TYPE 1	12 / MNTH	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
637.34	OFFICE TECHNOLOGY AND SUPPLIES	1500 / DC	Fixed Price: See Specification and Subsection 102-04	<u>\$1</u>	<u>\$1,500</u>

Page Total \$ \_\_\_\_\_

Carry Forward \$ \_\_\_\_\_

Brought Forward \$ \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
640.10	WHITE PAINT REFLECTORIZED PAVEMENT STRIPES - 15 MILS	700 / LF	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
640.11	YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES - 15 MILS	700 / LF	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
645.81	TYPE A SIGN POSTS	2 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
646.22	DELINEATOR, SNOWPLOWING MARKER, SUPPLEMENTARYSNOWPLOWING MAR KER PANELS	4 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
646.32	STEEL POST, 2.0 LB/FT	3 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
647.31	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE 1 (UNDER 30SQU ARE FEET)	2 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
647.51	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE 1(UN DER 30 SQUARE FEET)	1 / EACH	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		

Page Total \$ \_\_\_\_\_

Carry Forward \$ \_\_\_\_\_

Brought Forward \$ \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
647.61	REMOVE AND DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORT S AND FOUNDATIONS - SIZE 1 (UNDER 30 SQUARE FEET)	3 / EACH	_____ Dollars And _____ Cents	\$ _____	\$ _____
663.1501	DRY HYDRANT	1 / EACH	_____ Dollars And _____ Cents	\$ _____	\$ _____
675.99000023	RAILROAD ACCESS COST REIMBURSEMENT	290000 / DC	Fixed Price: See Specification and Subsection 102-04	<u>\$1</u>	<u>\$290,000</u>
697.03	FIELD CHANGE PAYMENT	183000 / DC	Fixed Price: See Specification and Subsection 102-04	<u>\$1.00</u>	<u>\$183,000.00</u>
698.04	ASPHALT PRICE ADJUSTMENT	100 / DC	Fixed Price: See Specification and Subsection 102-04	<u>\$1.00</u>	<u>\$100.00</u>
698.05	FUEL PRICE ADJUSTMENT	100 / DC	Fixed Price: See Specification and Subsection 102-04	<u>\$1.00</u>	<u>\$100.00</u>
				<u>Subtotal Brought Forward:</u>	\$ _____

Page Total \$ \_\_\_\_\_

Carry Forward \$ \_\_\_\_\_

Brought Forward \$ \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
699.040001	MOBILIZATION (Must Not Exceed 4% of Bid Subtotal)	1 / LS	_____ Dollars	\$ _____	\$ _____
			And _____ Cents		
	TOTAL SUM BID		_____ Dollars	\$ _____	
			And _____ Cents		

Page Total \$ \_\_\_\_\_

**SECTION 2 – REQUIRED CONTRACT PROVISIONS**

## **DBE/MBE/WBE/SDVOB PARTICIPATION GOALS**

The following participation goal(s) have been established for this contract, expressed as a percentage of the total contract bid amount.

The DBE program applies to Federal Aid Contracts; the MBE, WBE, and SDVOB programs apply to Non-Federal-Aid Contracts. For more information see NYS Standard Specifications §102-12.

### **Disadvantaged Business Enterprise (DBE) Goal 0% (Federal-Aid Only)**

The NYSUCP DBE Directory is located at: <https://nysucp.newnycontracts.com/>

The NYS M/WBE Directory is located at: <https://ny.newnycontracts.com/>

The NYS SDVOB Directory is located at: <https://online.ogs.ny.gov/SDVOB/search>

# GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

## GOALS FOR MINORITY PARTICIPATION

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

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

Electricians.....	9.0 to 10.2	Bricklayers.....	13.4 to 15.5
Carpenters .....	27.6 to 32.0	Asbestos workers.....	22.8 to 28.0
Steam fitters .....	12.2 to 13.5	Roofers .....	6.3 to 7.5
Metal lathers.....	24.6 to 25.6	Iron workers (ornamental).....	22.4 to 23.0
Painters.....	26.0 to 28.6	Cement masons.....	23.0 to 27.0
Operating engineers .....	25.6 to 26.0	Glaziers.....	16.0 to 20.0
Plumbers .....	12.0 to 14.5	Plasterers .....	15.8 to 18.0
Iron workers (structural) .....	25.9 to 32.0	Teamsters.....	22.0 to 22.5
Elevator constructors .....	5.5 to 6.5	Boilermakers .....	13.0 to 15.5
		All others .....	16.4 to 17.5

## GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

(43 FR 14888 – 4/7/1978)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

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

(To be included in all contracts)

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

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex, national origin, and/or disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

## **SECTION 3 – SUPPLEMENTAL INFORMATION**

## CONR-9 - SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

**Project PIN:** 9755.19

**Contract Number:** D040434

**Project Description:** Loft Road over Schenevus Creek Bridge Replacement

**SUPPLEMENTAL INFORMATION IS AVAILABLE FOR THIS CONTRACT**

The information listed as "Digital" on this form is available as Supplemental Information

[9755.19 Loft Road Supplemental Information Download Link](#)

FILE NAME <i>(Including File Format)</i>	DESCRIPTION	DETAILS
<b>1. CADD DRAWINGS</b>		<b>Not Provided</b>
<b>2. CADD SURFACES</b>		<b>Not Provided</b>
<b>3. CADD ALIGNMENTS</b>		<b>Provided</b>
D040434_fea_Loft Rd.xml	Loft Road Proposed Alignment	Digital
D040434_fea_C_Roadway Ditch.xml	Stream Alignment	Digital
D040434_fea_D_Roadway Ditch.xml	Proposed Ditch Alignment	Digital
D040434_fea_LR Temp Sig.xml	Loft Rd Temporary Signal Plan Centerline	Digital
D040434_fea_CE_Access Rd.xml	Temporary Access Rd to Stream	Digital
D040434_fea_DH_Dry Hydrant.xml	Dry Hydrant Alignment	Digital
<b>4. QUANTITY WORKUPS</b>		<b>Provided</b>
<b>5. UNSEALED LAYERED PDF or 3D PDF</b>		<b>Not Provided</b>
<b>6. CROSS SECTIONS</b>		<b>Not Provided</b>
<b>7. RECORD PLANS</b>		<b>Not Provided</b>
<b>8. SIGN FACE LAYOUTS</b>		<b>Not Provided</b>
<b>9. SUBSURFACE INFORMATION</b>		<b>Not Provided</b>
<b>10. ANTICIPATED CONSTRUCTION SCHEDULE</b>		<b>Not Provided</b>
<b>11. SPECIAL REPORTS OR OTHER INFORMATION</b>		<b>Not Provided</b>
<b>12. BRIDGE INFORMATION</b>		<b>Not Provided</b>

April 14, 2026

Brian Dierks, Town Supervisor  
Town of Maryland  
40 Main Street  
Schenevus, NY 12155  
*Emailed to: townsupervisor@marylandny.com*

**Re: GP Modification**  
**DEC #4-3636-00175/00005**  
Loft Road Bridge  
Town of Maryland, Otsego County

Dear Supervisor Wheeler:

In response to your request received on March 25, 2026, the New York State Department of Environmental Conservation (DEC) hereby modifies the above-referenced permit, which is set to expire on September 30, 2026. The new expiration date for this permit is **September 30, 2028**. All conditions of the original remain in effect including the work window specified in Natural Resource Permit Condition #12. Please attach this letter to your original permit as proof of the reissuance.

We ask that you re-read all original permit conditions and note that work beyond the scope of the permit and approved project plans may be considered a violation of the law and subject to appropriate enforcement action.

Please contact me by email at [r4dep@dec.ny.gov](mailto:r4dep@dec.ny.gov) or by phone at (607) 652-7741 if you have questions about the permit conditions or your obligations for compliance.

Sincerely,

Lucas Cipperly  
Environmental Analyst

ecc: DEC R4 BEH  
USACE  
Christine Perron, McFarland Johnson, Inc. (cperron@mjinco.com)

March 27, 2025

Ron Wheeler, Town Supervisor  
Town of Maryland  
40 Main Street  
Schenevus, NY 12155  
[townsupervisor@marylandny.com](mailto:townsupervisor@marylandny.com)

Re: DEC ID# 4-3636-00175/00005  
Loft Road Bridge  
Maryland (T), Otsego County

Dear Permittee(s):

The permit you requested is enclosed. Please read it carefully and note the special conditions that are included in it. The permit is valid for only those activities expressly authorized therein. Work beyond the scope of the permit and the approved project plans may be considered a violation of the law and subject to appropriate enforcement action. Should you object to the permit as issued and are unable to resolve such objections with this office you may, within 30 calendar days of this transmittal, send a written request for a hearing to the attention of the Regional Permit Administrator. Please note that granting of this permit does not relieve the applicant of the responsibility of obtaining any other permission, consent or approval from the U.S. Army Corps of Engineers or any other agency.

**Please note the effective and expiration date of the permit.** If you need additional time to complete your project you must submit your request in writing prior to expiration of the permit. Provide an explanation of why additional time is needed, and how much additional time you are requesting. Applications for the permit renewal must be made in advance of the expiration date. Please refer to the general conditions listed in the permit for specific instructions. The number(s) listed above pertain(s) to this permit and should be referenced on all correspondence related to this permit and any future applications for permits associated with this facility or project. **Also enclosed is a sign that must be posted conspicuously on the work site protected from the weather.** If you have any questions on the extent of the work authorized, or your obligations under the permit, please feel free to contact me.

Sincerely,

*Lucas Cipperty*

Lucas Cipperty  
Environmental Analyst

cc: NYSDEC R4 Ecosystem Health  
USACE  
Corrinne Steinmuller, McFarland-Johnson Inc. ([csteinmuller@mjinc.com](mailto:csteinmuller@mjinc.com))

2025.3.27 Loft Rd Bridge Permit.doc



**PERMIT**  
**Under the Environmental Conservation Law (ECL)**

**GENERAL PERMIT GP-4-24-001**  
**Freshwater Wetlands, Protected and Navigable Streams**

**Permittee and Facility Information**

**Permit Issued To:**  
TOWN OF MARYLAND  
40 Main Street  
SCHENEVUS, NY 12155  
(607) 638-1924

**Facility:**  
LOFT RD BRIDGE BIN 2227620  
160 Leonard Rd,Loft Rd|Over Schenevus Creek  
Maryland, NY 12155

**Applicable DEC Region(s):** 4

**General Permit Authorized Activity:** **General Permit Authorized Activity:** This permit authorizes the activities identified within this permit that occur within regulated freshwater wetlands or the 100-foot wetland adjacent area (Article 24), protected water bodies or navigable waters of the State (Article 15, Title 5), in accordance with the approved plans and special conditions included in this permit.

**Activities include:**

- 1. Construction, repair/replacement, or expansion of minor accessories/appurtenances, including landscaping, within 100-foot adjacent area** associated with residential structures that does not change land use or density (adjacent area only).
- 2. Bridge & culvert repair or replacement** with structure that has equal or increased hydraulic capacity as compared to existing culvert. Includes removal of debris within 50 feet of existing structure. Only unavoidable freshwater wetlands impacts less than 5,000 square feet may be authorized and adjacent area impacts must be kept to the minimal necessary to construct project.
- 3. Emergency stream repair** (as a result of natural disasters) including stabilization, debris removal, gravel removal, bridge/culvert repair and replacement, and realignments. Only unavoidable freshwater wetlands impacts less than 5,000 square feet may be authorized and adjacent area impacts must be kept to the minimal necessary to construct project.
- 4. Boat launch or dock repair or replacement** with no increase of size.
- 5. Bulkhead repair or replacement** of existing functional structure within the same footprint as existing structure and with no advancement into waterbody (i.e., in-place).
- 6. Stream restoration/stabilization** involving installation of new or replacement measures that impact(s) less than 500 linear feet along any 1,000 feet of watercourse. Restoration and stabilization methods must consist of non-structural/bioengineered techniques or other DEC-approved methods. Only unavoidable freshwater wetlands impacts less than 5,000 square feet may be authorized and adjacent area impacts must be kept to the minimal necessary to construct project.



7. **Structure repairs or replacement** involving rehabilitation or demolition and replacement of existing structure in the same location (adjacent area only).
8. **Minor additions to an existing structure** including accessibility improvements, resulting in only minimal increase in square footage. The addition of any rooms may not cause an increase in discharge to the septic system (adjacent area only).
9. **Construction of dry hydrants or ponds for fire protection ponds** that does not change land use or density. "In-line with stream" ponds are not authorize and seasonal work restrictions may apply. Dry hydrants may be placed within a freshwater wetland or wetland adjacent area, if no other alternatives exist, but wetland impacts are limited to less than 5,000 square feet. Fire ponds are allowed in wetland adjacent area only.
10. **Existing septic system repair or replacement** within wetland adjacent area only where no other practicable alternative exists.
11. **Flow control devices for beaver management** installed to protect potential impacts to man-made infrastructure and as part of an overall wildlife management strategy.
12. **Replacement, repair or other minor improvements to existing driveways, parking areas, walkways and sidewalks** with minimal increase in impervious area only if necessary to achieve project objectives.
13. **Temporary access crossings** through wetland, wetland adjacent area, or stream channel where no other practicable alternative exists. Temporary crossing must be less than 100 feet in length, provide only minimal width needed for access, and installed using DEC-approved methods. Restoration is required, including reestablishment of pre-construction grades and revegetation of disturbed areas.
14. **Dredging of serviceable ponds or construction of a recreational pond** not requiring a Mined Land Reclamation Permit. New ponds are authorized in wetland adjacent areas only and must be one (1) acre or less in size.
15. **Existing stormwater/drainage systems modifications** to improve water quality and/or flood storage capacity.
16. **Vegetation cutting:**
  - Selective cutting, but not eliminating vegetation (adjacent area - less than 0.25 acre, two or fewer times per year; freshwater wetland - less than 0.25 acre, once per year),
  - Clear cutting vegetation, other than trees (adjacent area - less than 0.25 acre, at least 25 feet from wetland edge), or
  - Clear cutting trees (adjacent area - less than 0.25 acre, not for future development).
17. **Other activities not mentioned above**, at the discretion of DEC staff, resulting in only minor stream, freshwater wetland, and wetland adjacent area impacts. Stream impacts must not exceed 100 linear feet of bank and/or 100 cubic yards of excavation or fill below mean high water mark. Areal extent of impacts must not exceed 5,000 square feet of stream bed, 5,000 square feet of freshwater wetlands, and/or 0.25 acre of wetland adjacent area.



**Facility Location:** in MARYLAND in OTSEGO COUNTY  
**Facility Principal Reference Point:** NYTM-E: 509.468 NYTM-N: 4709.244  
**Project Location:** Loft Road over Schenevus Creek, Town of Maryland

**Specific Activities Authorized for this Permit:** The existing bridge structure constructed in 1930 carrying Loft Rd over Schenevus Creek, a Class C(t) stream, has become severely deteriorated and in need of replacement. Due to existing sight distance and orientation issues a new bridge will be constructed to replace the original and the original will be demolished. The project will impact 155 linear ft of stream and after cut and fill a net of 15.6 cubic yards of permanent fill will remain below mean high water.

**Permit Authorizations**

**Stream Disturbance - Under Article 15, Title 5**

Permit ID 4-3636-00175/00005

New Permit                      Effective Date: 3/27/2025                      Expiration Date: 9/30/2026

**Excavation & Fill in Navigable Waters - Under Article 15, Title 5**

Permit ID 4-3636-00175/00006

New Permit                      Effective Date: 3/27/2025                      Expiration Date: 9/30/2026

**NYSDEC Approval**

**By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.**

**General Permit Authorized by**

Permit Administrator: KATE MALCOLM , Regional Permit Administrator  
Address:                      NYSDEC Region 4 Headquarters  
   1130 N Westcott Rd  
   Schenectady, NY 12306

Date: 06/07/2024

**This permit is not effective without the signature below:**

**Validation under this General Permit**

Authorized By:              LUCAS CIPPERLY , Deputy Regional Permit Administrator  
Address:                      NYSDEC Region 4 Stamford Sub-Office  
   65561 St Rte 10  
   Stamford, NY 12167-9503

Authorized Signature: \_\_\_\_\_ Date 3/27/2025



## Permit Components

### NATURAL RESOURCE PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

### **NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: STREAM DISTURBANCE; EXCAVATION & FILL IN NAVIGABLE WATERS**

**1. Request for Authorization** Prior to the use of this General Permit for a project, the Applicant must submit a Joint Application Form with the required attachments to the Regional Permit Administrator in Region 4. The required attachments are listed in the Joint Application Form – Instructions.

Upon review of the project, the Regional Permit Administrator will determine if the project can be authorized under this General Permit. To qualify for this General Permit, the project must first avoid and then minimize any potential avoidable impacts in accordance with regulations, 6 NYCRR Part 663 and 6 NYCRR 608. No work can commence until the Applicant receives the signed General Permit.

DEC retains the right to exclude a proposed activity from authorization under this General Permit, and to require the Applicant to obtain an individual permit.

**2. Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by the applicant or applicant's agent.

**3. Notice of Intent to Commence Work** Permittee shall notify the Regional Permit Administrator 3 to 5 days prior to work commencement that work will begin on the approved project. Notification shall be made to the Regional Permit Administrator by regular mail or email to [r4dep@dec.ny.gov](mailto:r4dep@dec.ny.gov), must reference DEC ID number, and include permittee name and project start date.

**4. Conditions Prevail Over Plans** If any condition of this permit conflicts with the approved plans, the permit condition shall prevail over the plans.

**5. Failure to Meet Permit Conditions** Failure of the permittee to meet all the conditions of this permit is a violation of this permit and grounds for an order to immediately cease the permitted activity at the project site.

**6. Prior Approval of Changes** If the Permittee desires to make any changes in construction techniques, species to be planted, the site plan, any mitigation plan, scheduling or staging of construction, or any other aspect of this project, the Permittee shall submit a written request to the Regional Permit Administrator to make such proposed changes and shall not make such changes unless authorized in writing by the Department.



**7. Work Within Area Depicted on Plans** All construction activity, including operation of machinery, excavation, filling, grading, clearing of vegetation, disposal of waste, street paving and stockpiling of material must take place within the project site as depicted on the project plans referenced by this permit. Construction activity is prohibited within areas to be left in a natural condition or areas not designated by the subject permit.

**8. Human or Archaeological Remains** If any human remains or archaeological remains are encountered during excavation, the permittee must immediately cease, or cause to cease, all work in the area of remains and notify the Regional Permit Administrator at the appropriate DEC Regional Office. Work shall not resume until written permission to do so has been received from the DEC.

**9. Minimize Adverse Impacts to Wetlands, Wildlife, Water** All work must be performed in a manner which minimizes adverse impacts to wetlands, wildlife, water quality and natural resources.

**10. Limit Clearing of Natural Vegetation** Clearing of natural vegetation shall be limited to material that poses a hazard or a hindrance to the construction activity.

**11. Tree Removal Restrictions** Tree removal is prohibited between April 1<sup>st</sup> and October 31<sup>st</sup> to protect endangered and/or threatened bat species, unless otherwise authorized by the Regional Permit Administrator.

**12. Stream Work Period** In-stream or stream bank work in protected trout or trout-spawning streams, which are those streams with T or TS standards, shall be accomplished only between June 15<sup>th</sup> and September 30<sup>th</sup> of each year the general permit is in effect.

**13. Equipment Operation** Equipment operation in open water is prohibited.

**14. Water Diversion Around Work Site** The stream flow shall be diverted to isolate the work area by use of a) sandbags, b) cofferdam, c) berm, d) temporary diversion channel, e) temporary diversion pipe, f) pump around, and/or g) pond outlet structure. Impeding fish and aquatic organism passage while diverting water around work site must be avoided whenever possible.

**15. Equipment Operation for Stream Projects** Equipment operation in the stream channel is prohibited, except where work area has been isolated from stream flow using a method identified in Permit Condition titled "Water Diversion Around Work Site" or other DEC-approved method.

**16. Use of Natural Methods** Natural methods and/or bioengineered techniques of shoreline and stream bank stabilization (e.g., native plantings, live stakes, root wads, brush bundles, coir logs) shall be used for stabilization projects with aquatic habitat restoration and/or improvement objectives, unless otherwise approved by DEC staff.

**17. Storage of Construction Equipment, Materials** Storage of construction equipment, unused materials and/or excavated soil shall be confined to an approved upland area at least 100 feet landward of any waterbody or wetland during construction. Upon project completion, any demolition debris, excess construction, and/or excess excavated materials shall be immediately and completely disposed of at an approved upland site more than 100 feet from any waterbody or wetland, and outside any 100-year floodplain. These materials shall be suitably stabilized so they do not inadvertently enter any waterbody, 100-year floodplain, wetland, or 100-foot wetland adjacent area.



**18. Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

**19. Control of Concrete, Leachate, and Washings** No wet or fresh concrete, concrete leachate, or washings from Redi-Mix trucks, mixers or other devices shall be allowed to enter any wetlands or waterbodies during construction.

**20. Erosion & Sediment Controls** Filter fabric barriers, silt fencing, or other methods to control erosion shall be properly installed according to the current NYS Standards and Specifications for Erosion and Sediment Control (i.e., on the downslope edge of any disturbed areas). These erosion/sediment controls must be put in place before any disturbance of the ground occurs, must be maintained "in place" in good working order throughout project construction, and are to be removed once all disturbed land is suitably stabilized.

Use of erosion control products with plastic netting for temporary erosion and sediment control is prohibited to minimize plastic and microplastic pollution and limit wildlife entanglements. Prohibited materials include polypropylene, nylon, polyethylene, polyester or other synthetic fibers.

**21. No Discernable Change in Turbidity** The water below a stream work site shall remain as clear as the flowing water above the stream work site. In non-flowing waterbodies, there shall be no discernable change in water clarity (turbidity) proximate to the work area as a result of the project.

**22. Turbidity Curtain** A filter fabric (turbidity) curtain weighted across the bottom and suspended at the top by floats shall be positioned at the waterward boundary of the work area and parallel to the shoreline to contain any turbid waters that may be generated during construction. The curtain shall remain in place and in functional condition during all phases of construction and shall remain in place until the turbidity inside the curtain no longer exceeds pre-construction levels. The curtain shall be removed only after work is complete and the site is suitably stabilized.

**23. Upland Discharge of Pump-out Water** Waters accumulated in the isolated work area shall be discharged to an upland settling basin, field or wooded area to provide for settling and filtering of solids and sediments before water is returned to the stream. Return waters must be as clear as the flowing water upstream from the work area.



**24. Invasive Species Control** To prevent the unintentional introduction or spread of invasive species, as defined by the Prohibited and Regulated Invasive Species regulations (6 NYCRR 575), all construction equipment shall be thoroughly cleaned of mud, seeds, vegetation, roots, rhizomes, and other debris before entering any approved construction areas within the State-regulated freshwater wetland, its 100-foot adjacent area, or within 50 feet of a protected stream's bed or banks. Seed mixes chosen for stabilization of disturbed soil shall not include any invasive and/or non-native plant species.

If invasive plant species are already found established on the site, equipment shall be thoroughly cleaned before exiting the construction site. All invasive species plant parts and propagules that are removed from equipment must be destroyed or contained using a DEC-approved method to prevent spreading to other locations. All material with invasive plant species must be contained using a DEC-approved method or trucked to a landfill. The list of NYS Prohibited and Regulated Invasive Plants can be found at: [https://dec.ny.gov/docs/lands\\_forests\\_pdf/isprohibitedplants2.pdf](https://dec.ny.gov/docs/lands_forests_pdf/isprohibitedplants2.pdf).

**25. Native Plantings Only** All riparian plantings shall be native to the project location; therefore, no invasive or non-native plantings shall be incorporated into the project.

**26. Minimize Stream Disturbance** Disturbance to the bed and banks of the stream shall be kept to the minimum necessary to complete the project.

**27. No Interference With Navigation** There shall be no unreasonable interference with navigation by the work herein authorized.

**28. No Impedance of Aquatic Organisms** The project shall not impede passage of aquatic organisms.

**29. No Work During High Flow** No in-stream work shall occur during high water periods, except where work has been isolated from stream flow using a method identified in the Permit Condition titled "Water Diversion Around Work Site" or other DEC-approved method.

**30. Replacement Culvert Width and Slope** The width of the culvert must be a minimum of 1.25 times the width of the stream channel at the mean high water mark, unless otherwise approved by DEC staff. The culvert bed slope must remain consistent with the slope of the adjacent stream channel.

**31. Embed Replacement Culvert** All replacement culverts with closed bottoms must be appropriately embedded using native or DEC-approved material. Round culverts must be installed so that at least 20% of the culvert's vertical rise is embedded below the existing stream bed at the outlet end of the culvert. The embedding material must be spread evenly throughout the bottom of the replacement culvert and thoroughly wetted prior to returning stream flow.

**32. Headwall Installation** Stone headwalls shall be constructed at the inlet and outlet of any culvert.

**33. Stabilized Stream Bank Elevation** Stream bank stabilization material must not be installed to an elevation any higher than the existing stream bank at either extent of the stabilization work.

**34. Placement of Native Streambed Material** All interstitial voids within non-native rock or stone placed in the streambed shall be chinked with native streambed material or topsoil mixed with native streambed material so that normal base flows remain on top of the rock/stone and do not flow subsurface.



**35. Remove Material from Channel** Material shall be removed from the stream channel, not pushed through the channel up against the banks.

**36. Surface Taper Toward Bank** If the authorized project includes gravel bar skimming, work must be conducted so the resultant surface tapers upwards toward the stream banks.

**37. Rock Slope for Stabilization** The slope of rock riprap shall be two-foot horizontal to one-foot vertical (2:1 slope) or flatter. At least the first layer of rock riprap shall be installed to a depth of at least approximately 18 inches below the stream bed elevation, or “keyed” into the stream bed, to avoid scour that may destabilize the rock slope.

**38. Work During Lake Drawdown Periods** In lakes that are drawn down seasonally, all work authorized along the shoreline shall take place only when the lake level is receded at least three (3) feet from the shoreline (mean high water mark). If lake has not been drawn down, the work area must be isolated from the lake with a cofferdam, turbidity curtain or other DEC-approved method.

**39. No Lakeward Encroachment/Excavation** The replacement bulkhead must not encroach any farther into the lake than the existing bulkhead. Placement of scour protection material may be allowed on a case-by case basis if approved by DEC staff. No excavation is authorized on the waterward side of the bulkhead without prior approval by DEC staff.

**40. Bulkhead Elevation** The replacement bulkhead must not be constructed any taller (i.e., higher in elevation) than the existing bulkhead, unless otherwise approved by DEC staff.

**41. Stabilize Excavated Soil** Any excavated soil that is temporarily stored shall be placed outside the wetland and adjacent area, and at least 50 feet from any protected stream bed/banks. The excavated soil shall be suitably retained and covered so that there is no turbid runoff discharged either directly or indirectly into any waterbody or wetland.

**42. Stabilize Disturbed Areas** All areas of soil disturbance resulting from this project shall be shaped and/or graded, seeded with an appropriate seed mix, and covered with straw or other weed-free mulch within one (1) week of final grading or prior to permit expiration if project is incomplete, whichever comes first. The mulching material shall be maintained until vegetative cover is established. The approved methodologies are as follows:

- a) Stabilization of the entire disturbed area with appropriate vegetation (grasses, etc.).
- b) Stabilized as per specifications identified on approved plans.
- c) Temporarily stabilized with straw mulch or jute matting or other similar natural fiber matting within one (1) week of final grading. Temporary stabilization shall be maintained until stable vegetative cover is established.

**43. Temporary Mulch and Seed** If seeding is impracticable due to the time of year, straw or other pre-approved weed-free mulch shall be applied and final seeding shall be performed at the earliest opportunity when weather conditions favor germination and growth but not more than six months after project completion.



**44. Submittal of Post-Construction Photographs** The Permittee shall notify DEC of project work completion prior to the expiration of this permit or within 30 days of authorized work completion, whichever is earlier. Notification must be submitted to the Regional Permit Administrator by email ([r4dep@dec.ny.gov](mailto:r4dep@dec.ny.gov)) or regular mail must reference the DEC ID number, provide the project work completion date, and include color photographs showing the completed work taken from at least two different angles.

**45. State Not Liable for Damage** The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

**46. State May Order Removal or Alteration of Work** If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

**47. State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.



**GENERAL CONDITIONS - Apply to ALL Authorized Permits:**

**1. Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

**2. Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

**3. Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator  
NYSDEC Region 4 Stamford Sub-Office  
65561 St Rte 10  
Stamford, NY12167 -9503

**4. Submission of Renewal Application** The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Excavation & Fill in Navigable Waters, Stream Disturbance.

**5. Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;



- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

**6. Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

## NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

### **Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

### **Item B: Permittee's Contractors to Comply with Permit**

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

### **Item C: Permittee Responsible for Obtaining Other Required Permits**

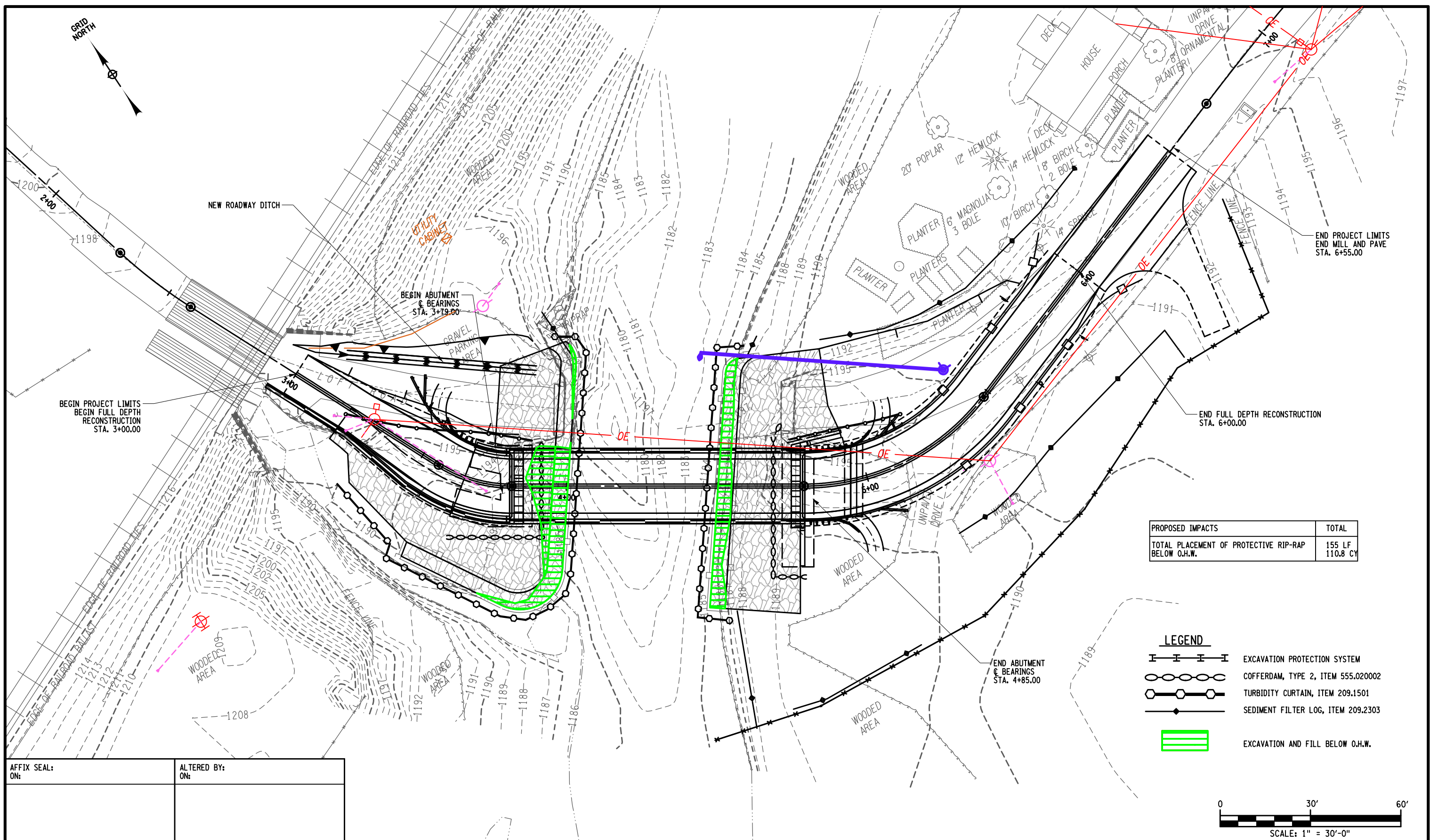
The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

### **Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

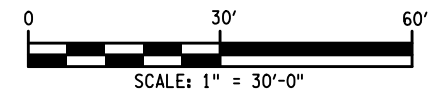
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 USER = lsanda

DESIGN SUPERVISOR L. SANDA  
 JOB MANAGER L. SANDA  
 DESIGN R. GENUNG  
 CHECK L. SANDA  
 DRAFTING M. VALLETTA/XXX  
 CHECK S. FAULKNER/R. GENUNG PROJECT MANAGER L. SANDA



PROPOSED IMPACTS	TOTAL
TOTAL PLACEMENT OF PROTECTIVE RIP-RAP BELOW O.H.W.	155 LF 110.8 CY

- LEGEND**
- EXCAVATION PROTECTION SYSTEM
  - COFFERDAM, TYPE 2, ITEM 555.020002
  - TURBIDITY CURTAIN, ITEM 209.1501
  - SEDIMENT FILTER LOG, ITEM 209.2303
  - EXCAVATION AND FILL BELOW O.H.W.

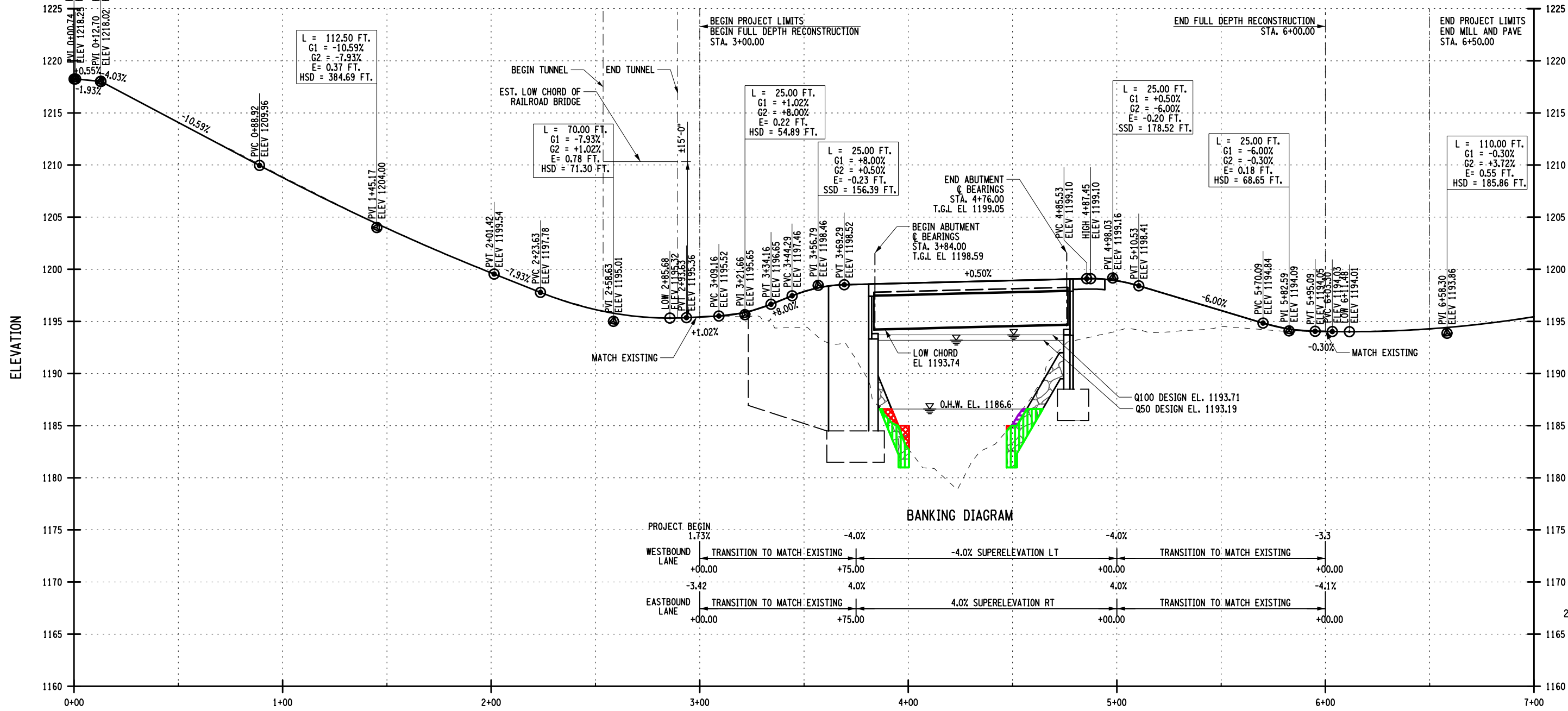


AFFIX SEAL: ON:	ALTERED BY: ON:
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AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	LOFT ROAD	PIN 9755.19	BRIDGES 2227620	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D040434
	OVER SCHENEVUS CREEK				PERMIT PLAN	DRAWING NO.
	BRIDGE REPLACEMENT					SHEET NO. 1 OF 66
	TOWN OF MARYLAND	COUNTY: OTSEGO	REGION: 9			

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

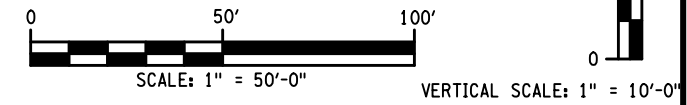




**LEGEND**

	PERMANENT FILL BELOW O.H.W.
	PERMANENT EXCAVATION BELOW O.H.W.
	EXCAVATE AND FILL WITH HEAVY STONE RIP RAP

PROJECT ELEMENT	CY	LF
FILL BELOW O.H.W.	27.5	140
EXCAVATION BELOW O.H.W.	11.9	85
EXCAVATION AND PLACEMENT OF PROTECTIVE RIP RAP BELOW O.H.W.	110.8	155



AFFIX SEAL: ON:	ALTERED BY: ON:
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	












LOFT ROAD	PIN 9755.19	BRIDGES 2227620	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D040434
OVER SCHENEVUS CREEK				<b>PROPOSED PROFILE</b>	DRAWING NO.
BRIDGE REPLACEMENT					SHEET NO. 2 OF 66
TOWN OF MARYLAND					
COUNTY: OTSEGO	REGION: 9				

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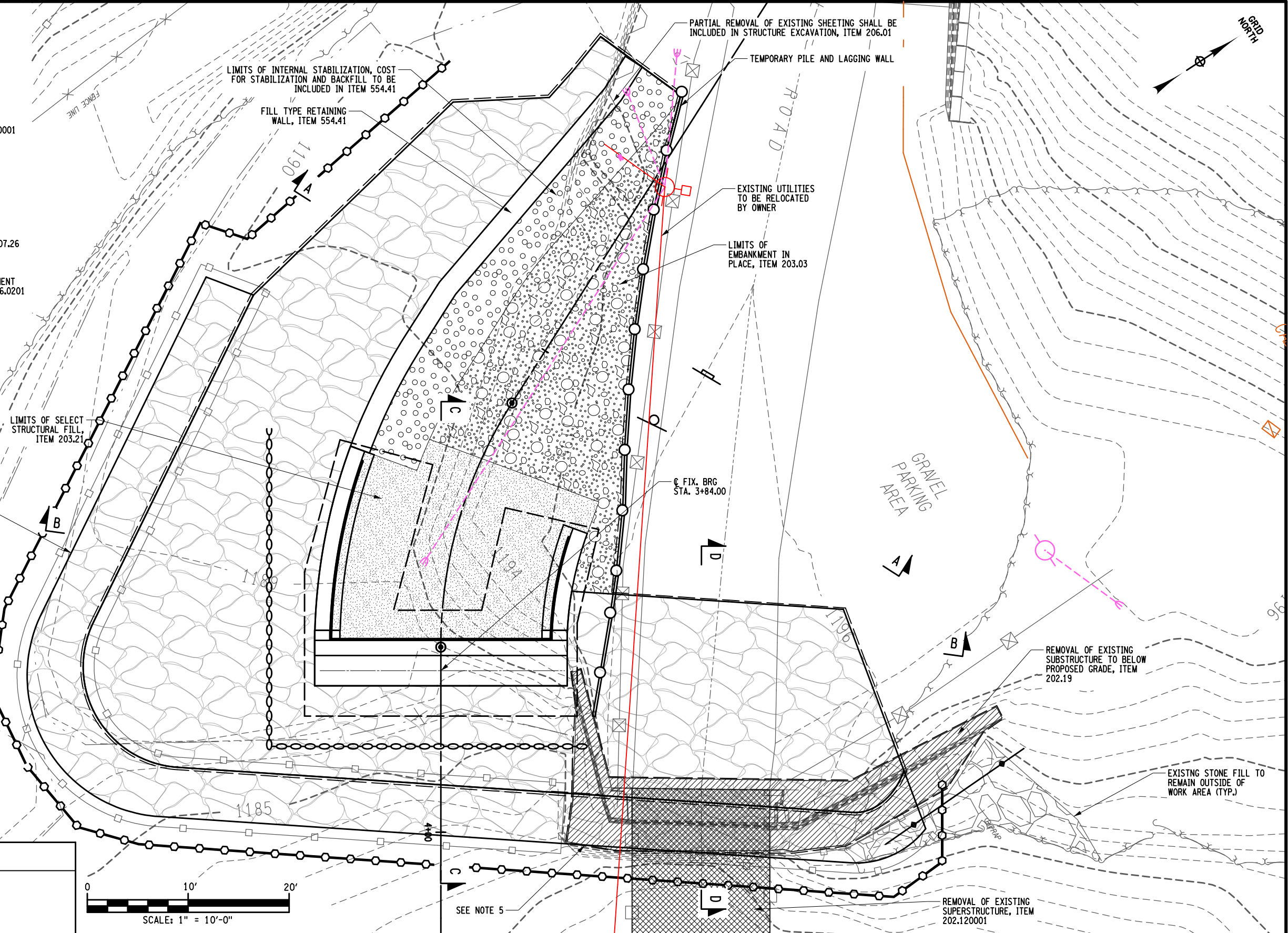


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 CHECK S. FAULKNER/R. GENJING PROJECT MANAGER L. SANDA

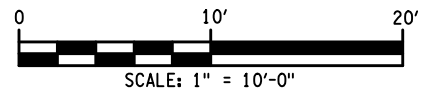
- LEGEND**
-  EMBANKMENT IN PLACE, ITEM 203.03
  -  SELECT STRUCTURE FILL, ITEM 203.21
  -  HEAVY STONE FILL, ITEM 620.05
  -  REMOVAL OF EXISTING SUPERSTRUCTURES, ITEM 202.120001
  -  REMOVAL OF EXISTING SUBSTRUCTURES, ITEM 202.19
  -  COFFERDAM, TYPE 2, ITEM 553.020001
  -  TURBIDITY CURTAIN, ITEM 209.1501
  -  SEDIMENT FILTER LOG, ITEM 209.2301
  -  PREFABRICATED COMPOSITE STRUCTURAL DRAIN, ITEM 207.26
  -  LIMITS OF STRUCTURE EXCAVATION, ITEM 206.01
  -  AREA ENCLOSED WITHIN THESE LINES DESIGNATES PAYMENT LINES FOR TRENCH AND CULVERT EXCAVATION, ITEM 206.0201

192  
 1192  
 WOODED AREA  
 1191  
 1190  
 1189  
 1188



- NOTES:**
1. FOR EXISTING STRUCTURE REMOVAL DETAILS, SEE DWG. NO. ST-4
  2. FOR SECTIONS A-A, B-B, C-C, AND D-D, SEE DWG. NO. ST-6
  3. FOR TEMPORARY PILE AND LAGGING WALL, SEE DWG. NO. ST-9
  4. FOR RETAINING WALL PLAN AND DETAILS SEE DWG. NO. WAL-1 AND WAL-2
  5. PARTIAL REMOVAL OF EXISTING SCOUR PROTECTION WALL SHALL BE INCLUDED IN THE UNIT BID PRICE FOR ITEM 206.01

AFFIX SEAL: ON:	ALTERED BY: ON:
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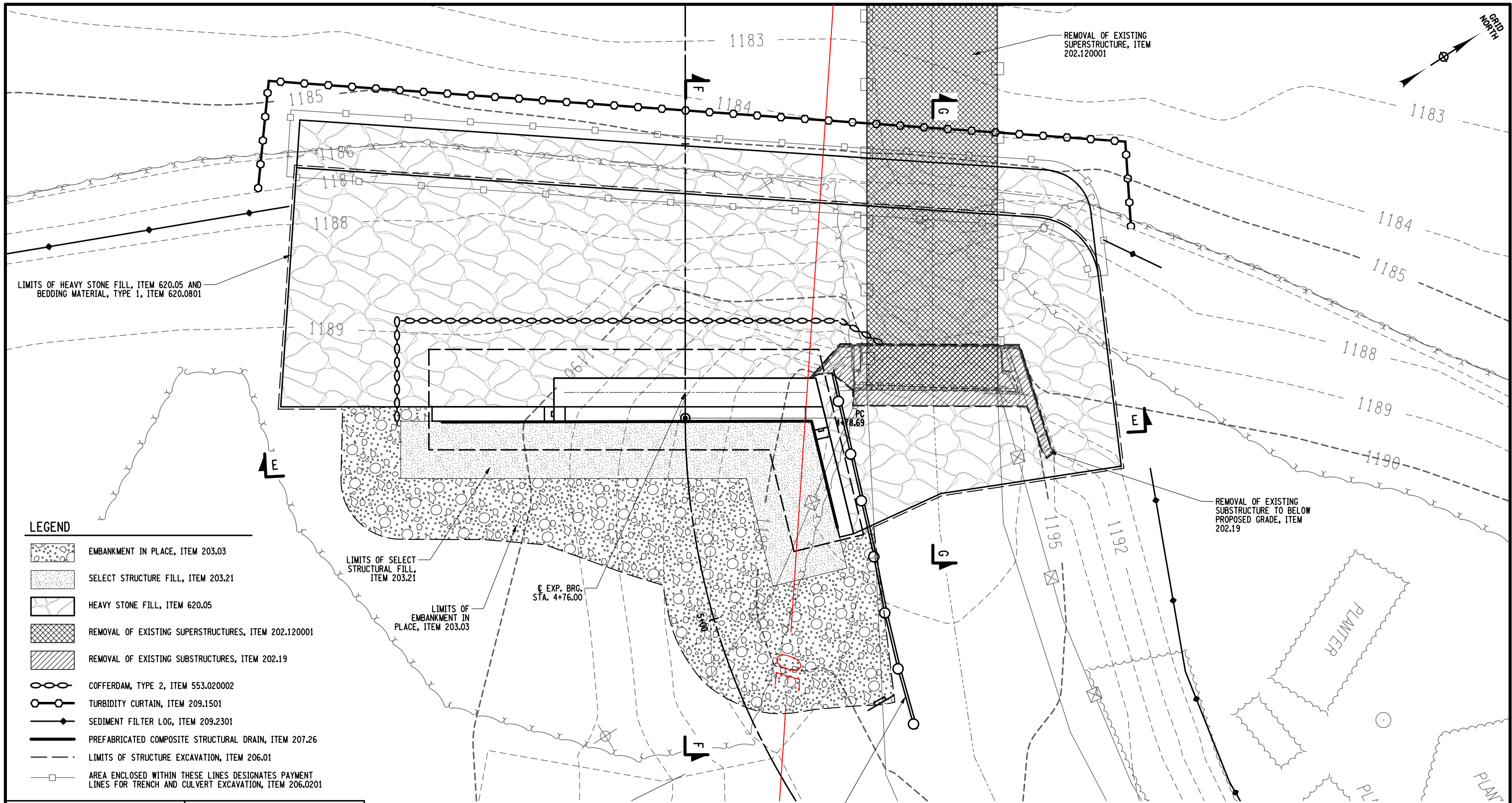
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	LOFT ROAD OVER SCHENEVUS CREEK BRIDGE REPLACEMENT TOWN OF MARYLAND COUNTY: OTSEGO	PIN 9755.19 REGION: 9	BRIDGES 2227620	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED  <b>BEGIN ABUTMENT EXCAVATION AND EMBANKMENT PLAN</b>	CONTRACT NUMBER D040434 DRAWING NO. ST-5 SHEET NO. 3 OF 66
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






IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



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 DATE/TIME = 12/11/2024  
 USER = lsanda

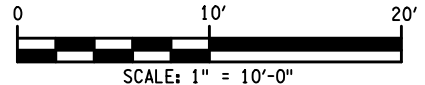
DESIGN SUPERVISOR L. SANDA  
 JOB MANAGER L. SANDA  
 DESIGN R. GENUNG  
 CHECK L. SANDA  
 DRAFTING M. VALLETTA/XXX  
 CHECK S. FAULKNER/R. GENUNG PROJECT MANAGER L. SANDA



- LEGEND**
-  EMBANKMENT IN PLACE, ITEM 203.03
  -  SELECT STRUCTURE FILL, ITEM 203.21
  -  HEAVY STONE FILL, ITEM 620.05
  -  REMOVAL OF EXISTING SUPERSTRUCTURES, ITEM 202.120001
  -  REMOVAL OF EXISTING SUBSTRUCTURES, ITEM 202.19
  -  COFFERDAM, TYPE 2, ITEM 553.020002
  -  TURBIDITY CURTAIN, ITEM 209.1501
  -  SEDIMENT FILTER LOG, ITEM 209.2301
  -  PREFABRICATED COMPOSITE STRUCTURAL DRAIN, ITEM 207.26
  -  LIMITS OF STRUCTURE EXCAVATION, ITEM 206.01
  -  AREA ENCLOSED WITHIN THESE LINES DESIGNATES PAYMENT LINES FOR TRENCH AND CULVERT EXCAVATION, ITEM 206.0201

- NOTES:**
1. FOR EXISTING STRUCTURE REMOVAL DETAILS, SEE DWG. NO. ST-4
  2. FOR SECTIONS E-E, F-F, AND G-G, SEE DWG. NO. ST-8
  3. FOR TEMPORARY PILE AND LAGGING WALL, SEE DWG. NO. ST-10

AFFIX SEAL: ON:	ALTERED BY: ON:
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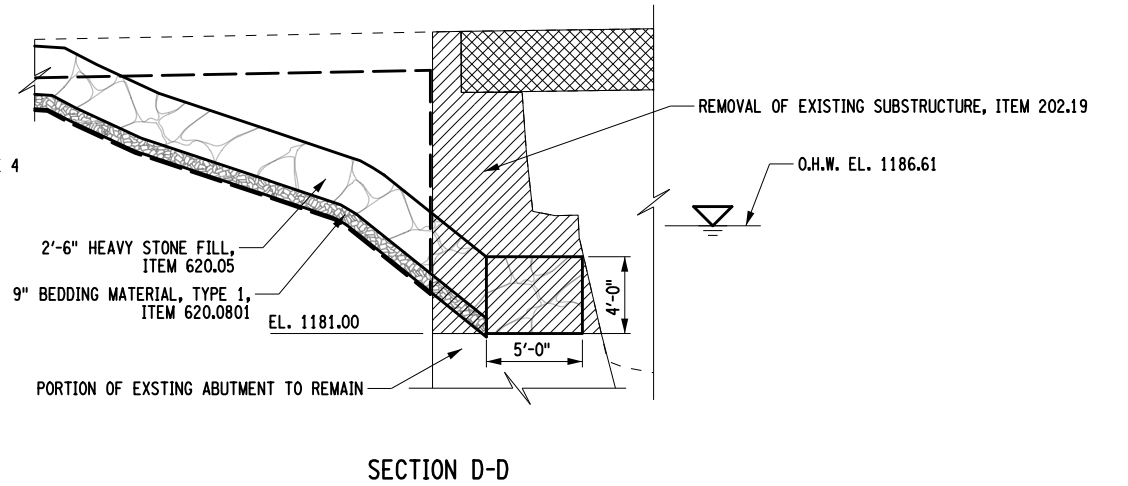
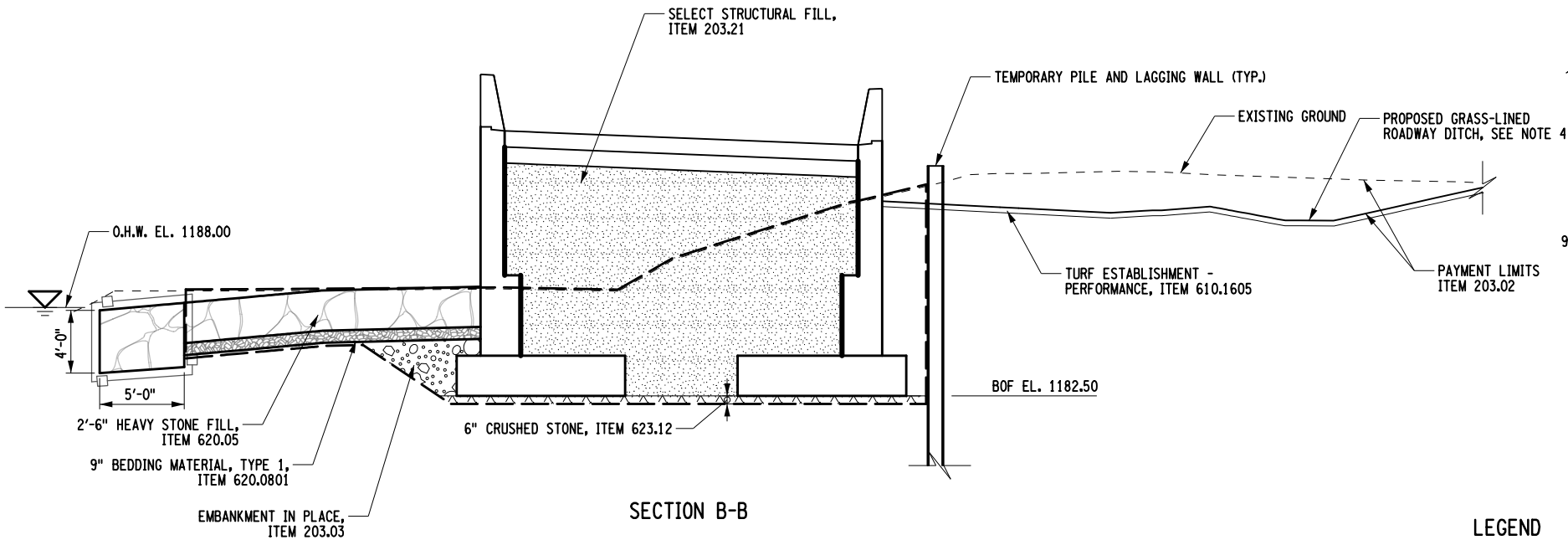
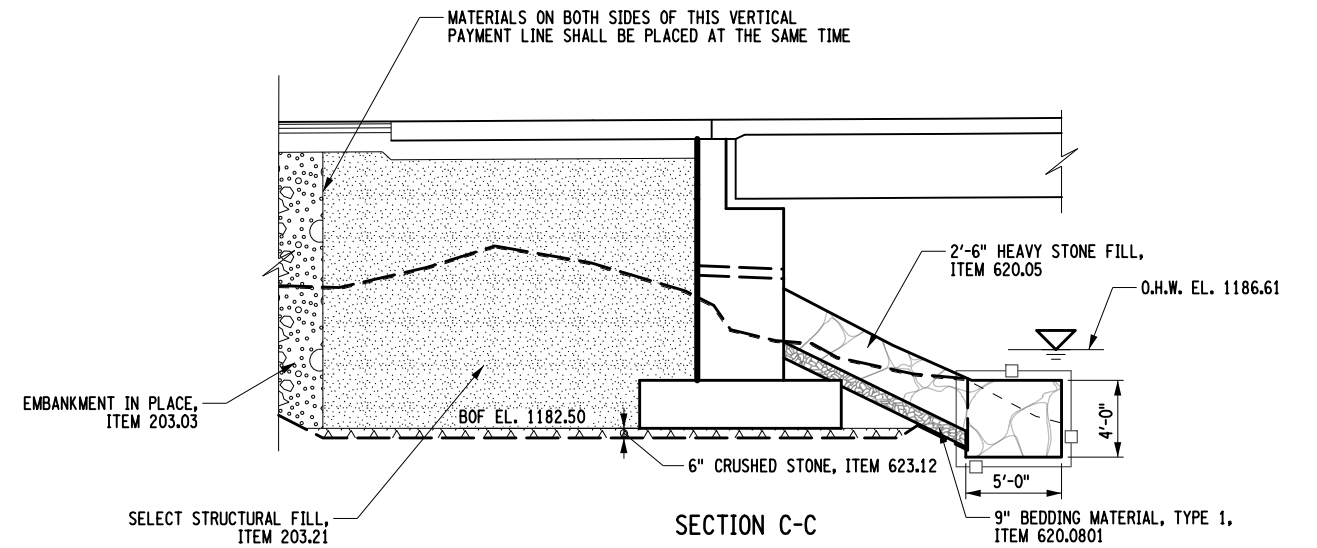
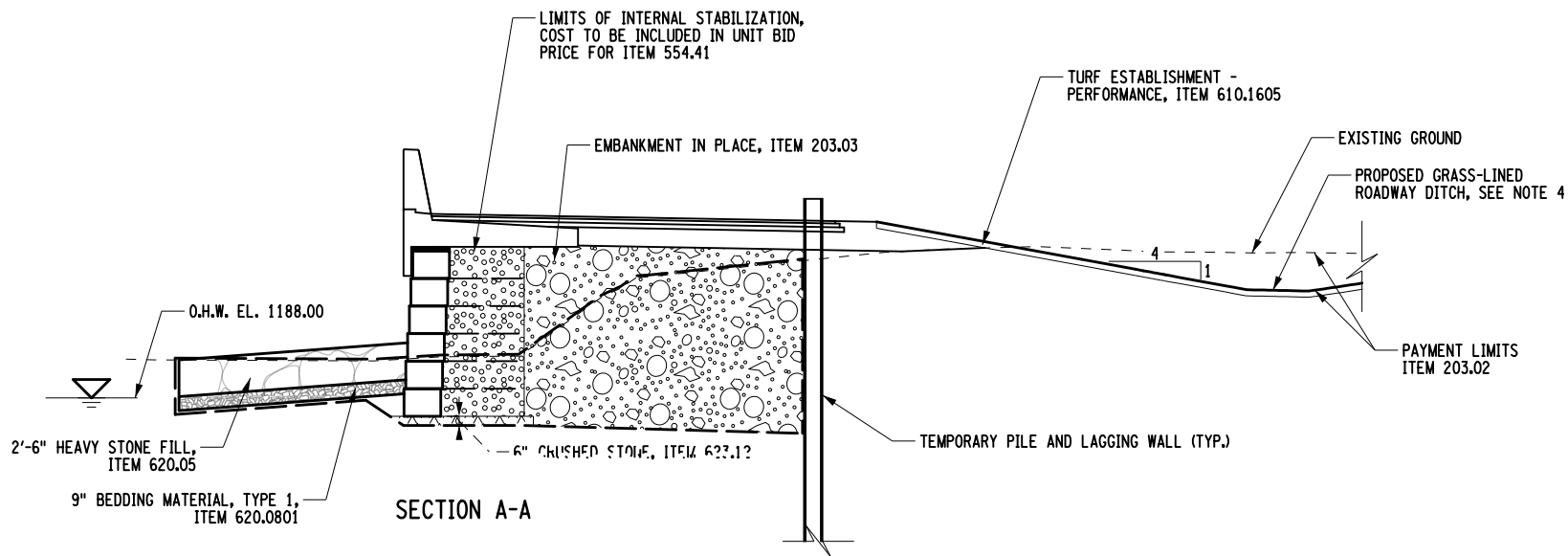
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	LOFT ROAD	PIN 9755.19	BRIDGES 2227620	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D040434	
	OVER SCHENEVUS CREEK				<b>END ABUTMENT EXCAVATION AND EMBANKMENT PLAN</b>	DRAWING NO. ST-7
	BRIDGE REPLACEMENT					SHEET NO. 4 OF 66
	TOWN OF MARYLAND					
COUNTY: OTSEGO	REGION: 9					

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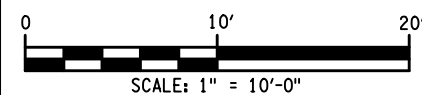
DESIGN SUPERVISOR L. SANDA  
 JOB MANAGER L. SANDA  
 DESIGN R. GENIUNG  
 CHECK L. SANDA  
 DRAFTING M. VALLETTA/XXX  
 CHECK S. FAULKNER/R. GENIUNG PROJECT MANAGER L. SANDA



NOTES:

1. FOR EXISTING STRUCTURE REMOVAL DETAILS, SEE DWG. NO. ST-4
2. FOR TEMPORARY PILE AND LAGGING WALL DETAILS, SEE DWG. NO. ST-9
3. FOR RETAINING WALL PLAN AND DETAILS, SEE DWG. NO. WAL-1 AND WAL-2
4. FOR GRASS-LINED ROADWAY DITCH DETAILS, SEE DWG. NO. GPR-2

AFFIX SEAL: ON: ALTERED BY: ON:



LEGEND

	EMBANKMENT IN PLACE, ITEM 203.03		COFFERDAM, TYPE 2, ITEM 553.020001
	SELECT STRUCTURE FILL, ITEM 203.21		TURBIDITY CURTAIN, ITEM 209.1501
	HEAVY STONE FILL, ITEM 620.05		SEDIMENT FILTER LOG, ITEM 209.2301
	BEDDING MATERIAL, TYPE 1, ITEM 620.0801		PREFABRICATED COMPOSITE STRUCTURAL DRAIN, ITEM 207.26
	REMOVAL OF EXISTING SUPERSTRUCTURES, ITEM 202.120001		LIMITS OF STRUCTURE EXCAVATION, ITEM 206.01
	REMOVAL OF EXISTING SUBSTRUCTURES, ITEM 202.19		AREA ENCLOSED WITHIN THESE LINES DESIGNATES PAYMENT LINES FOR TRENCH AND CULVERT EXCAVATION, ITEM 206.0201

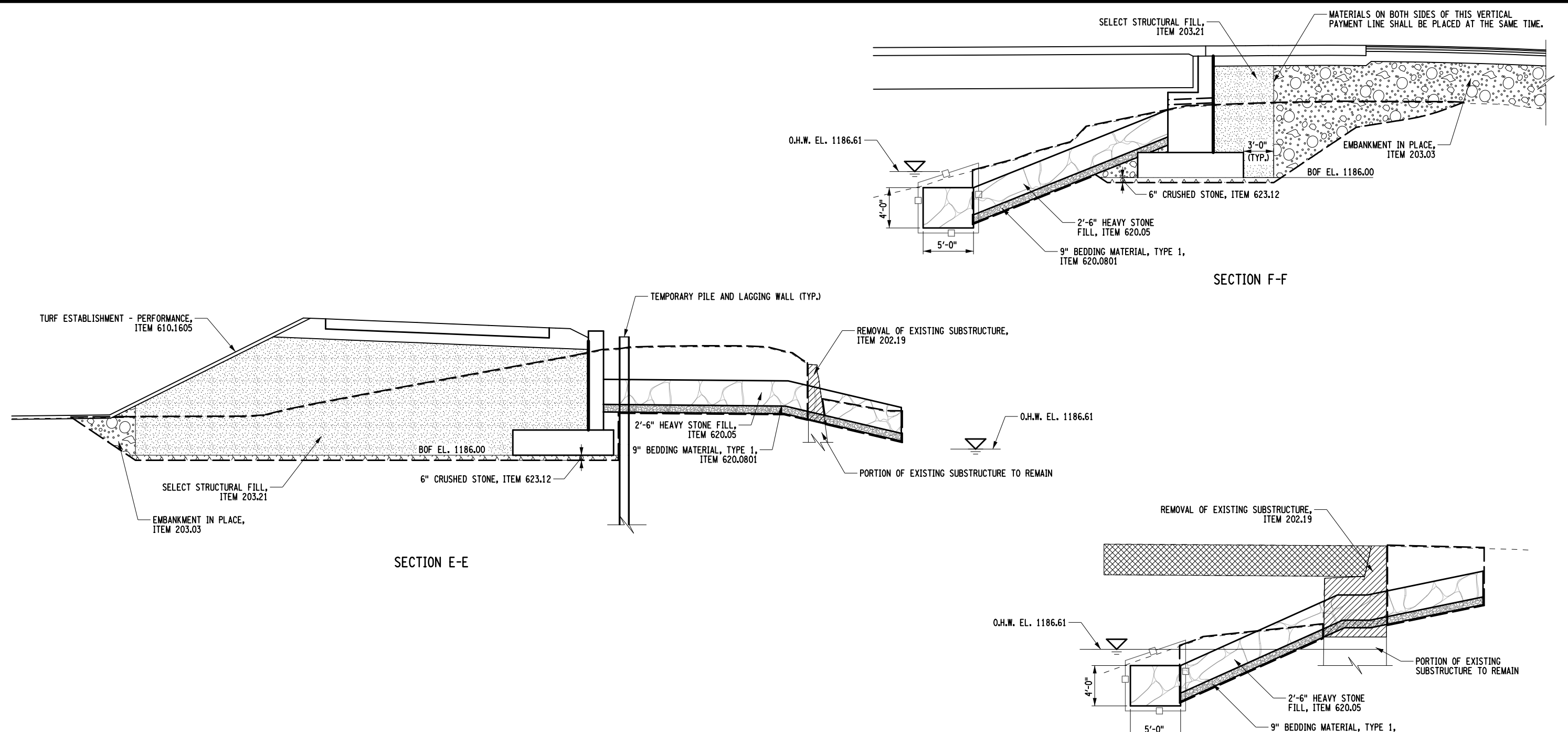
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	LOFT ROAD	PIN 9755.19	BRIDGES 2227620	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D040434
	OVER SCHENEVUS CREEK				BEGIN ABUTMENT EXCAVATION AND EMBANKMENT SECTIONS	DRAWING NO. ST-6
	BRIDGE REPLACEMENT					SHEET NO. 5 OF 66
	TOWN OF MARYLAND					
	COUNTY: OTSEGO	REGION: 9				

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CHECK S. FAULKNER/R. GENJING PROJECT MANAGER L. SANDA  
 DRAFTING M. VALLETTA/XXX  
 CHECK L. SANDA  
 DESIGN R. GENJING  
 JOB MANAGER L. SANDA  
 DESIGN SUPERVISOR L. SANDA

FILE NAME = M:\18825.00 Loft Road Bridge Drawings\975519.opb.erw.sec.and.dgn  
 DATE/TIME = 12/11/2024  
 USER = lsanda



**LEGEND**

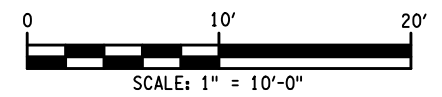
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|--|--|--|--|
|  | EMBANKMENT IN PLACE, ITEM 203.03                     |  | COFFERDAM, TYPE 2, ITEM 553.020002   |
|  | SELECT STRUCTURE FILL, ITEM 203.21                   |  | TURBIDITY CURTAIN, ITEM 209.1501   |
|  | HEAVY STONE FILL, ITEM 620.05                        |  | SEDIMENT FILTER LOG, ITEM 209.2301   |
|  | BEDDING MATERIAL, TYPE 1, ITEM 620.0801              |  | PREFABRICATED COMPOSITE STRUCTURAL DRAIN, ITEM 207.26  |
|  | REMOVAL OF EXISTING SUPERSTRUCTURES, ITEM 202.120001 |  | LIMITS OF STRUCTURE EXCAVATION, ITEM 206.01  |
|  | REMOVAL OF EXISTING SUBSTRUCTURES, ITEM 202.19       |  | AREA ENCLOSED WITHIN THESE LINES DESIGNATES PAYMENT LINES FOR TRENCH AND CULVERT EXCAVATION, ITEM 206.0201 |

- NOTES:**
- FOR EXISTING STRUCTURE REMOVAL DETAILS, SEE DWG. NO. ST-4
  - FOR TEMPORARY PILE AND LAGGING WALL, SEE DWG. NO. ST-10

AFFIX SEAL: ON:	ALTERED BY: ON:
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	

LOFT ROAD	PIN 9755.19	BRIDGES 2227620	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D040434
OVER SCHENEVUS CREEK				<b>END ABUTMENT EXCAVATION AND EMBANKMENT SECTIONS</b>	DRAWING NO. ST-8
BRIDGE REPLACEMENT					SHEET NO. 6 OF 66
TOWN OF MARYLAND	REGION: 9				

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**GENERAL NOTES:**

DESIGN SPECIFICATIONS: NYS DOT LRFD BRIDGE DESIGN SPECIFICATIONS WITH ALL PROVISIONS IN EFFECT AS OF XXXX 202X FOR DESIGN PURPOSES. COMPRESSIVE STRENGTH OF CONCRETE FOR SUBSTRUCTURES AND DECK SLABS AT 28 DAYS:  $f_c = 3,000$  PSI. FOR MATERIALS ACCEPTANCE, HOWEVER, THE CONCRETE MUST MEET THE COMPRESSIVE STRENGTH CRITERIA REQUIRED BY THE RELEVANT SPECIFICATION.

CONSTRUCTION SPECIFICATIONS: NYS DOT STANDARD SPECIFICATIONS CONSTRUCTION AND MATERIALS WITH ALL PROVISIONS IN EFFECT AS OF XXX 202X

THE BRIDGE SHALL BE MAINTAINED IN ACCORDANCE WITH THE GUIDELINES CONTAINED IN THE CURRENT VERSION OF AASHTO MAINTENANCE MANUAL FOR ROADWAYS AND BRIDGES.

THE LOAD RATINGS ARE IN ACCORDANCE WITH THE AASHTO MANUAL FOR BRIDGE EVALUATION.

DESIGN LIVE LOAD: AASHTO HL-93

DETAILS ON THE DRAWINGS LABELED AS "NOT TO SCALE" ARE INTENTIONALLY DRAWN NOT TO SCALE FOR VISUAL CLARITY. ALL OTHER DETAILS FOR WHICH NO SCALE IS SHOWN ARE DRAWN PROPORTIONALLY AND ARE FULLY DIMENSIONED.

ALL SHOP DRAWINGS FOR THIS PROJECT SHALL BE PREPARED IN U.S. CUSTOMARY NO KNOWN ASBESTOS CONTAINING MATERIALS ARE BELIEVED TO EXIST AND/OR THE WORK PERFORMED UNDER THIS CONTRACT DOES NOT REQUIRE THE DISTURBANCE, DESTRUCTION OR REMOVAL OF ANY OF THESE MATERIALS. IT IS THE EXPRESS INTENT OF THIS CONTRACT THAT THESE MATERIALS ARE NOT TO BE DISTURBED IN ANY WAY. SHOULD THE CONTRACTOR DISTURB OR ENCOUNTER ANY SUCH MATERIALS, THE CONTRACTOR SHALL IMMEDIATELY STOP WORK AND NOTIFY THE ENGINEER. THE CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM THE ENGINEER BEFORE PROCEEDING.

HIGH VOLTAGE ELECTRICAL LINES ARE IN PROXIMITY TO THIS BRIDGE.

**RAILROAD NOTES:**

THE CONTRACTOR SHALL CONDUCT WORK IN ACCORDANCE WITH §105-109 - WORK AFFECTING RAILROADS OF THE NYS DOT STANDARD SPECIFICATIONS - CONSTRUCTION AND MATERIALS.

THE CONTRACTOR IS REQUIRED TO COMPLETE A CONSTRUCTION RIGHT OF ENTRY AGREEMENT WITH NORFOLK SOUTHERN PRIOR TO STARTING WORK ON NORFOLK SOUTHERN RIGHT-OF-WAY.

THE CONTRACTOR WILL NOT BE PERMITTED TO STORE ANY EQUIPMENT ON NORFOLK SOUTHERN PROPERTY WITHOUT PERMISSION FROM THE NORFOLK SOUTHERN RAILROAD ENGINEER IN ACCORDANCE WITH SECTION E. 5.K.1 OF NORFOLK SOUTHERN PUBLIC PROJECTS MANUAL.

**FOUNDATION NOTES:**

WHEN PILES ARE TO BE PLACED THROUGH THE EMBANKMENT (6 INCHES MAXIMUM TOP SIZE), THE EMBANKMENT SHALL BE COMPACTED TO 95 PERCENT OF STANDARD PROCTOR MAXIMUM DENSITY.

EMBANKMENT IN PLACE, ITEM 203.03 AND SELECT STRUCTURE FILL, ITEM 203.21, SHALL BE PLACED SIMULTANEOUSLY, ON BOTH SIDES OF THE VERTICAL PAYMENT LINE.

THE COST OF WATER USED FOR COMPACTION OF THE SELECT STRUCTURAL FILL SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEM 203.21 SELECT STRUCTURE FILL.

THE COST OF WATER USED FOR COMPACTION OF EMBANKMENT IN PLACE MATERIAL SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEM 203.03 EMBANKMENT IN PLACE.

**SUBSTRUCTURE NOTES:**

TOP OF BACKWALLS SHALL BE STEEL TROWEL FINISHED. TWO SHEETS OF SHEET GASKET (TREATED BOTH SIDES), §728-06, SHALL BE PLACED ON THE TOP OF BACKWALLS OF FIXED AND EXPANSION ABUTMENTS. THE CONTRACTOR SHALL INCLUDE COSTS FOR THIS WORK IN THE UNIT PRICE BID FOR THE APPROACH SLAB ITEM.

THE CONTRACTOR, WITH THE APPROVAL OF THE ENGINEER, MAY ELECT TO INTRODUCE CONSTRUCTION JOINTS IN THE ABUTMENTS AND/OR WINGWALLS AT LOCATIONS NOT SHOWN IN THE PLANS. CONSTRUCTION JOINTS SHALL BE PROVIDED WITH SHEAR KEYS AND WATERSTOPS. VERTICAL CONSTRUCTION JOINTS INTRODUCED IN THE ABUTMENTS AND/OR WINGWALLS SHOULD PREFERABLY BE PLACED MIDWAY BETWEEN THE PEDESTALS.

THE COST OF ALL JOINT MATERIAL AND WATERSTOPS AT CONCRETE CONSTRUCTION JOINTS, CONTRACTION AND EXPANSION JOINTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE VARIOUS CONCRETE ITEMS IN THE CONTRACT.

**COFFERDAM AND HYDRAULIC NOTES:**

SHOULD THE CONTRACTOR ELECT TO LAY BACK A PORTION OF THE EXISTING EARTH ADJACENT TO AN EXCAVATION REQUIRING A COFFERDAM, ANY REQUIRED EXTENSIONS OF THE COFFERDAM NECESSARY TO KEEP WATER FROM ENTERING THE EXCAVATION SHALL BE FURNISHED AND PLACED AT NO COST TO THE TOWN.

WHEN A COFFERDAM IS USED, THE COST OF DEWATERING THE ENTIRE EXCAVATION, REGARDLESS OF THE SOURCE OF WATER, SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE COFFERDAM ITEM.

SHOULD FIELD CONDITIONS REQUIRE A CHANGE FROM THE TYPE OF COFFERDAM SYSTEM CALLED FOR ON THE PLANS, THE CONTRACTOR SHALL SUBMIT THE CHANGES TO THE ENGINEER FOR REVIEW AND APPROVAL.

DEWATER THE COFFERDAM BY PUMPING THE WATER TO AN APPROVED UPLAND VEGETATED AREA OUTSIDE OF THE STREAMBED AS SHOWN IN THE PLANS AND/OR APPROVED BY THE ENGINEER. TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL, SUCH AS SEDIMENT FILTER LOGS OR APPROVED EQUAL, MAY BE REQUIRED AS DETERMINED BY THE ENGINEER. NO SETTLEMENT BASIN SHALL BE CONSTRUCTED.

ORDINARY HIGH WATER IS ESTIMATED TO BE 1186.3. ORDINARY HIGH WATER IS DEFINED AS THE WATER SURFACE ELEVATION FOR THE MEAN ANNUAL FLOOD, WHICH IS THE FLOOD THAT HAS A RECURRENCE INTERVAL OF 2.33 YEARS.

ORDINARY WATER IS ESTIMATED TO BE 1186.10. ORDINARY WATER IS DEFINED AS THE HIGHEST SURFACE WATER ELEVATION LIKELY TO BE ENCOUNTERED DURING ONE CONSTRUCTION SEASON (OTHER THAN MAJOR FLOODS). IT IS ALWAYS LESS THAN THE ORDINARY HIGH WATER ELEVATION AND IT IS USUALLY AN OBSERVED ELEVATION RATHER THAN A COMPUTED ONE.

LOW WATER IS ESTIMATED TO BE 1186.00. LOW WATER IS DEFINED AS THE NORMAL LOW WATER ELEVATION PREVALENT DURING ONE CONSTRUCTION SEASON FOR MORE THAN 25% OF THE TIME. IT IS AN OBSERVED ELEVATION RATHER THAN A COMPUTED ONE.

**SUPERSTRUCTURE NOTES:**

ALL STRUCTURAL STEEL SHALL CONFORM TO ASTM A709, GRADE 50.

DIAPHRAGMS SHALL BE FABRICATED TO FIT GIRDEES ERECTED WITH THEIR WEBS PLUMB UNDER FULL DEAD LOAD CONDITIONS, ALSO KNOWN AS TOTAL DEAD LOAD FIT

FOR THE VARIOUS LUMP SUM STRUCTURAL STEEL ITEMS IN THE CONTRACT, THE "ESTIMATE OF TOTAL WEIGHT" IS AS FOLLOWS:

ITEM	ESTIMATE OF TOTAL WEIGHT
564.0501	91,197 POUNDS

THE "ESTIMATE OF TOTAL WEIGHT" SHALL BE USED TO DOCUMENT THE ENGINEER'S ESTIMATED AMOUNT OF STRUCTURAL STEEL REQUIRED FOR THE CONTRACT. UNDER NO CIRCUMSTANCES SHALL THESE WEIGHTS BE USED FOR FINAL PAYMENT PURPOSES. THE CONTRACTOR IS ADVISED NOT TO USE THESE WEIGHTS AS A BIDDING TOOL. DISCREPANCIES BETWEEN THE TOTAL WEIGHT SHIPPED AND THE "ESTIMATE OF TOTAL WEIGHT" SHALL NOT BE A BASIS FOR ADDITIONAL COMPENSATION.

**METALIZING NOTES:**

ALL GIRDEES, INCLUDING STIFFENERS AND CONNECTION PLATES, SHALL BE METALIZED. METALIZING SHALL WRAP 1" OVER THE TOP FLANGE. THE METALIZING SHALL BE INCLUDED IN THE UNIT BID PRICE FOR ITEM 572.00020101 - METALIZING.

ALL PRIMARY AND SECONDARY MEMBERS (DIAPHRAGMS, LATERAL BRACING, SHIMS, ETC.) SHALL BE METALIZED. THE COST FOR METALIZING SHALL BE INCLUDED IN THE UNIT BID PRICE FOR ITEM 572.00020001 - METALIZING. THE CONTRACTOR HAS THE OPTION OF HOT-DIP GALVANIZING THE SECONDARY MEMBERS. IF THE CONTRACTOR ELECTS TO HOT-DIP GALVANIZE THESE MEMBERS, HOT-DIP GALVANIZING SHALL MEET THE REQUIREMENTS OF §719-01 TYPE I OF THE NYS DOT STANDARD SPECIFICATIONS - CONSTRUCTION AND MATERIALS. THE COST OF HOT-DIP GALVANIZING SHALL BE INCLUDED IN THE UNIT BID PRICE FOR ITEM 572.00020001 - METALIZING.

ALL EXPOSED STEEL COMPONENTS OF THE BRIDGE BEARINGS, INCLUDING THE SOLE PLATE AND THE MASONRY PLATE, SHALL BE METALIZED. THE COST OF METALIZING SHALL BE INCLUDED IN THE UNIT BID PRICE FOR ITEM 572.0020001 - METALIZING.

ALL BOLTS, NUTS, AND WASHERS SHALL BE GALVANIZED IN ACCORDANCE WITH THE NEW YORK STATE STEEL CONSTRUCTION MANUAL.

DRILLED HOLES SHALL BE CLEANED OF ALL EXCESS MATERIAL THAT PREVENTS THE PROPER INSTALLATION OF THE BOLTS.

**STEEL ERECTION NOTES:**

THE CONTRACTOR SHALL PROVIDE FOR THE STABILITY OF STRUCTURAL STEEL DURING ALL PHASES OF ERECTION AND CONSTRUCTION, AS PROVIDED IN SECTION 2, SUBSECTION 204 OF THE NEW YORK STATE STEEL CONSTRUCTION MANUAL (SCM). THE MEANS AND METHODS USED BY THE CONTRACTOR SHALL BE DOCUMENTED ON THE ERECTION DRAWINGS AND INCLUDED IN THE SUPPORTING STABILITY CALCULATIONS. THE ERECTION DRAWINGS AND STABILITY CALCULATIONS SHALL BE SEALED BY A REGISTERED NEW YORK STATE PROFESSIONAL ENGINEER AND SUBMITTED TO THE ENGINEER IN ACCORDANCE WITH THE SCM.

**STEEL ERECTION NOTES CONTINUED:**

THE DESIGN OF THIS STRUCTURE ASSUMES THAT THE STRUCTURAL STEEL IS COMPLETELY ERECTED BEFORE IT IS ALLOWED TO DEFLECT UNDER ITS OWN DEAD LOAD. DEFLECTIONS INCURRED DURING THE VARIOUS STAGES OF THE ERECTION MEANS AND METHODS EMPLOYED BY THE CONTRACTOR MAY HAVE A SUBSTANTIAL EFFECT ON THE FINAL STEEL PROFILE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE FINAL ALIGNMENT AND PROFILE OF THE ERECTED STEEL CONFORMS TO SECTION 12, SUBSECTIONS 1213, 1214, AND 1215 OF THE NEW YORK STATE STEEL CONSTRUCTION MANUAL (SCM). ANY CORRECTIVE WORK NECESSARY TO RE-POSITION PREVIOUSLY ERECTED STEEL TO ACHIEVE ACCEPTABLE ALIGNMENT AND PROFILE SHALL BE SUBMITTED TO THE ENGINEER IN ACCORDANCE WITH THE SCM. ANY CORRECTIVE WORK NECESSARY SHALL BE PERFORMED AT NO ADDITIONAL COST TO THE TOWN.

**STEEL CONSTRUCTION NOTES:**

DIMENSIONS FOR THICKNESSES OF STEEL ROLLED ANGLE SHAPES AND STRUCTURAL TUBING ARE SHOWN ACCORDING TO THE AISC MANUAL.

**SUPERSTRUCTURE SLAB NOTES:**

THE PROVISIONS OF THE CURRENT SPECIFICATIONS FOR SUPERSTRUCTURE SLABS ALLOW THE OPTION OF 3 FORMING SYSTEMS FOR THE SLABS. ON THIS BRIDGE, ONLY THE FOLLOWING OPTION WILL BE PERMITTED:

- A. REMOVABLE WOODEN FORMS
- B. PERMANENT CORRUGATED METAL

TOP SURFACES OF NEW BRIDGE DECKS AND APPROACH SLABS SHALL BE SEALED IN ACCORDANCE WITH ITEM 559.01 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON NEW BRIDGE DECKS AND BRIDGE DECK OVERLAYS.

BARLISTS ARE NOT PROVIDED FOR SUPERSTRUCTURE SLABS, APPROACH SLABS, AND/OR SIDEWALKS. THE PROVISIONS OF §557-3.17 - NO BARLIST PROVIDED, OF THE NYS DOT STANDARD SPECIFICATIONS - CONSTRUCTION AND MATERIALS SHALL APPLY. A REVIEW TIME OF TWO DAYS PER PLACEMENT DRAWING, WITH A MINIMUM OF 15 DAYS FOR EACH SUBMISSION WILL BE ALLOWED UPON RECEIPT OF THE SUBMISSION.

CARE SHALL BE TAKEN TO PREVENT CONTAMINATION OF THE WATERWAY BY THE SEALER. IF THE MANUFACTURER'S INSTRUCTIONS REQUIRE MIXING OF THE SEALER PRIOR TO APPLICATION, MIXING SHALL OCCUR IN A MANNER THAT WILL PREVENT CONTAMINATION OF THE WATERWAY. THE CONTRACTOR SHALL HAVE AVAILABLE FOR IMMEDIATE USE MATERIALS TO SOAK UP OR CONTAIN ANY ACCIDENTAL SPILLS. PRIOR TO THE APPLICATION OF THE SEALER, ANY OPENINGS IN THE SURFACE OF THE BRIDGE DECK OR IN THE WALKING SURFACE, SUCH AS SCUPPERS OR OPEN DRAINS SHALL BE COVERED TO PREVENT CONTAMINATION OF THE WATERWAY. CARE SHALL BE TAKEN TO PREVENT SPRAYED SEALER FROM ENTERING THE WATERWAY BY ROLLING THE SEALER OR BY PHYSICALLY ISOLATING THE AREA TO BE SPRAYED FROM THE WATERWAY BY THE USE OF TARPS OR OTHER BARRIER-TYPE MEANS TO THE SATISFACTION OF THE E.I.C.

**REMOVAL NOTES:**

EXISTING SUBSTRUCTURES SHALL BE REMOVED WITHIN THE PAY LIMITS SHOWN IN THE PLANS UNDER ITEM 202.19 - REMOVAL OF SUBSTRUCTURES.

EXISTING SUPERSTRUCTURE SHALL BE REMOVED UNDER ITEM 202.120001- REMOVING EXISTING SUPERSTRUCTURES.

SUPERSTRUCTURE REMOVAL SHALL MEET THE PROVISIONS OF §202-3.01 - GENERAL AND SAFETY REQUIREMENTS, OF THE NYS DOT STANDARD SPECIFICATIONS - CONSTRUCTION AND MATERIALS. A REMOVAL PLAN SHALL BE SUBMITTED TO THE ENGINEER FIFTEEN(15) DAYS PRIOR TO BEGINNING THE DEMOLITION. THE REQUIREMENT THAT IT BE SEALED BY A REGISTERED NEW YORK STATE PROFESSIONAL ENGINEER IS

RECORD PLANS FOR THIS STRUCTURE ARE NOT AVAILABLE.

LOOSE AND/OR PEELING PAINT ON STEEL SURFACES MAY BECOME DISLODGED DURING REMOVAL OPERATIONS DURING TRANSPORTATION FROM THE SITE UNLESS APPROPRIATE MEASURES ARE TAKEN. THE CONTRACTOR SHALL FORMULATE AND SUBMIT A METHOD OF REMEDIATING THE CONDITION FOR APPROVAL BY THE ENGINEER. WORKER LEAD PROTECTION IN ACCORDANCE WITH 29 CFR 1926.62 SHALL BE SATISFIED. REMEDIATION METHODS COULD INCLUDE TRANSPORTING EFFECTED MEMBERS IN CLOSED TRUCKS, WRAPPING AFFECTED MEMBERS PRIOR TO REMOVAL, ENCAPSULATING THE LOOSE PAINT OR REMOVAL OF LOOSE PAINT PRIOR TO DISMANTLING OPERATIONS. THE COST OF REMEDIATING THE CONDITION SHALL BE INCLUDED IN THE LUMP SUM PRICE BID FOR SUPERSTRUCTURE REMOVAL ITEM. THE USE OF ENVIRONMENTAL GROUND AND/OR WATERWAY PROJECTION ITEMS WILL BE REQUIRED. DEPENDING ON THE ALTERNATIVE CHOSEN, THE TREATMENT AND DISPOSAL OF PAINT WASTE ITEM MAY BE REQUIRED. BECAUSE OF THE ABOVE MENTIONED CONDITION, THE CONTRACTOR SHALL EXAMINE THE CONDITION OF THE STRUCTURE'S PAINT PRIOR TO SUBMITTING A BID.

**RECONSTRUCTION NOTES:**

DUE TO THE NATURE OF RECONSTRUCTION PROJECTS, THE EXACT EXTENT OF RECONSTRUCTION WORK CANNOT BE ACCURATELY DETERMINED PRIOR TO THE COMMENCEMENT OF WORK. THE CONTRACT DOCUMENTS HAVE BEEN PREPARED BASED ON FIELD INSPECTION AND OTHER INFORMATION AVAILABLE AT THE TIME. ACTUAL FIELD CONDITIONS MAY REQUIRE MODIFICATIONS TO CONSTRUCTION DETAILS AND WORK QUANTITIES. THE CONTRACTOR SHALL PERFORM THE WORK IN ACCORDANCE WITH FIELD CONDITIONS.

**RECONSTRUCTION NOTES CONTINUED:**

THE CONTRACTOR SHALL VERIFY DIMENSIONS. THE COST OF FIELD VERIFYING DIMENSIONS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THOSE ITEMS. THE CONTRACTOR SHALL PERFORM ALL WORK WITH CARE SO THAT ANY MATERIALS WHICH ARE TO REMAIN IN PLACE, OR WHICH ARE TO REMAIN THE PROPERTY OF THE TOWN, WILL NOT BE DAMAGED. IF THE CONTRACTOR DAMAGES ANY MATERIALS WHICH ARE TO REMAIN IN PLACE OR WHICH ARE TO REMAIN THE PROPERTY OF THE TOWN, THE DAMAGED MATERIALS SHALL BE REPAIRED OR REPLACED IN A MANNER SATISFACTORY TO THE ENGINEER AT THE EXPENSE OF THE CONTRACTOR.

WHEN ITEMS IN THE CONTRACT REQUIRE MATERIALS TO BE REMOVED AND DISPOSED OF, THE COST OF SUPPLYING A DISPOSAL AREA AND TRANSPORTATION TO THAT AREA SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THOSE ITEMS.

ALL MATERIAL FALLING ON THE AREA BELOW AND ADJACENT TO THE BRIDGE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT NO COST TO THE TOWN.

THE COST OF FURNISHING, INSTALLING, MAINTAINING, REMOVING AND DISPOSING OF ALL PLATFORMS, NETS, SCREENS OR OTHER PROTECTIVE DEVICES SHALL BE INCLUDED IN THE UNIT PRICE BID USING THE APPROPRIATE ITEMS IN THE CONTRACT.

THE FOLLOWING CONCRETE ELEMENTS SHALL BE SEALED ACCORDING TO ITEM 559.02 - PROTECTIVE SEALING ON NEW STRUCTURAL CONCRETE: ALL EXPOSED FACES OF THE ABUTMENTS AND WINGWALLS.

IF THE STRUCTURE HAS A BRIDGE IDENTIFICATION NUMBER (B.I.N.) PLATE ATTACHED, THE CONTRACTOR SHALL REMOVE IT AND REMOUNT IT ON THE STRUCTURE AFTER CONSTRUCTION IS COMPLETED.

**DECK PLACEMENT NOTES**

CONCRETE PLACEMENT FINISHING OPERATIONS SHALL PERFORMED AS RAPIDLY AS POSSIBLE. THE ENGINEER MAY DIRECT THE CONTRACTOR TO STOP PLACEMENT OPERATIONS AT ANY TIME IF, IN THE ENGINEER'S OPINION, CONCRETE PLACED DURING THE PLACEMENT HAS STARTED TO SET, OR IS ABOUT TO SET, AND FURTHER PLACEMENT OF CONCRETE WILL CAUSE DEFLECTION CRACKING.

LONGITUDINAL CONSTRUCTION JOINTS NOT SHOWN IN THE PLANS ARE NOT PERMITTED.

THE CONTRACTOR SHALL PLACE WET BURLAP CURING BLANKETS ON THE CONCRETE DECK WITHIN 30 MINUTES OF CONCRETE BEING DEPOSITED INTO THE FORMS OR 5 MINUTES AFTER FINISHING WHICHEVER COMES FIRST. THE PLACEMENT OF THE TURF DRAG TEXTURE SHALL NOT INTERFERE WITH THESE REQUIREMENTS.

IF THE CONTRACTOR'S DECK PLACEMENT OPERATIONS IS STOPPED PRIOR OT COMPLETION, WHETHER BY THE CONTRACTOR'S DECISION OR BY THE DIRECTION OF THE ENGINEER, THE CONTRACTOR SHALL PROVIDE A FINISHED DECK GRADE WHICH MATCHES THE PLANNED PROFILE. ANY SUBSEQUENT REVISIONS TO DECK FORMS MADE NECESSARY BY SUCH ACTION SHALL BE AT NO COST TO THE TOWN.

<b>AFFIX SEAL:</b> ON:	<b>ALTERED BY:</b> ON:

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	LOFT ROAD	PIN 9755.19	BRIDGES 2227620	CULVERTS	ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	CONTRACT NUMBER D040434
	OVER SCHENEVUS CREEK					
	BRIDGE REPLACEMENT					
	TOWN OF MARYLAND					
	COUNTY: OTSEGO	REGION: 9				DRAWING NO. GNN-1 SHEET NO. 6 OF 66
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.						



New York State  
Department of Environmental Conservation

 **NOTICE** 

The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Departmental conditions on it, contact the Regional Permit Administrator listed below. Please refer to the permit number shown when contacting the DEC.

Regional Permit Administrator

Permit Number 4-3636-00175/00005

607-652-7741

Expiration Date September 30, 2026

NOTE: This notice is **NOT** a permit

January 24, 2025

Regulatory Branch

SUBJECT: Permit Application Number NAN-2025-00034-TREC by Town of Maryland, in Schenevus Creek, Town of Maryland, New York.

Town of Maryland  
Attn: Ron Wheeler  
40 Main Street  
Schenevus, NY 12155

Dear Mr. Wheeler

On January 8, 2025, the New York District of the U.S. Army Corps of Engineers received a request for Department of the Army authorization for the discharge of fill material into and/or the placement of structures in, under and over navigable waters of the United States. The proposed work includes bridge replacement including footer replacement and reconstruction. Impacts associated with the proposed work include 115 linear feet of perennial stream. The site is located within Schenevus Creek, in the Town of Maryland, New York.

The specific applicant-provided details are as shown on the attached permit drawings titled "Loft Road Bridge", prepared by McFarland-Johnson, Inc., and dated December 11, 2024.

Based on the information submitted to this office, [and accomplishment of notification in accordance with the applicable federal requirements,] our review of the project indicates that an individual permit is not required. It appears that the activities within the jurisdiction of this office could be accomplished under Department of the Army Nationwide General Permit Number 3. The nationwide permits are prescribed as a Reissuance and Modification of Nationwide Permits in the Federal Register [dated December 27, 2021 (86 FR 73522)]. The work may be performed without further authorization from this office provided the activity complies with applicable New York District regional conditions. The 2021 nationwide general permits in the State of New York, including their regional conditions, water quality certifications, and coastal zone management concurrence statements are also available at:  
<https://www.nan.usace.army.mil/Missions/Regulatory/Nationwide-Permits/>.

The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free

navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

This determination covers only the work described in the submitted material. Any major changes in the project may require additional authorizations from the New York District.

Care should be taken so that construction materials, including debris, do not enter any waterway to become drift or pollution hazards. You are to contact the appropriate state and local government officials to ensure that the subject work is performed in compliance with their requirements.

This verification is valid until March 14, 2026, unless the nationwide permit is modified, reissued, or revoked. This verification will remain valid until March 14, 2026, if the activity complies with the terms of any subsequent modifications of the nationwide permit authorization. If the nationwide permits are suspended, revoked, or modified in such a way that the activity would no longer comply with the terms and conditions of a nationwide permit, and the proposed activity has commenced, or is under contract to commence, the permittee shall have 12 months from the date of such action to complete the activity.

**Within 30 days of the completion of the activity authorized by this permit and any mitigation required by this permit, you are to sign and submit the attached compliance certification form to this office.**

In order for us to better serve you, please complete our Customer Service Survey located at <https://www.nan.usace.army.mil/Missions/Regulatory/Customer-Survey/>.

If any questions should arise concerning this matter, please contact me at [anna.r.lawston@usace.army.mil](mailto:anna.r.lawston@usace.army.mil) or at (540) 824-5275

Sincerely,

Anna Lawston  
Section 106 and Tribal Subject Matter Expert  
Regulatory Technical Execution Center  
Northern Atlantic Division

# **NATIONWIDE GENERAL PERMIT COMPLIANCE CERTIFICATION AND REPORT FORM**

**Permit File Number:** NAN-2025-00034-TREC

**Permittee:** Town of Maryland

**Location:** Town of Maryland

**Date Permit Letter Issued:** January 24, 2025

**Within 30 days of the completion of the activity authorized by this nationwide general permit and any mitigation required in the verification letter, please sign this certification and return it to the address at the bottom of this form.**

**Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the permit's terms and conditions you are subject to permit suspension, modification or revocation.**

**I hereby certify that the work authorized by the above referenced nationwide general permit has been completed in accordance with the terms and conditions of said permit, and required mitigation was completed in accordance with the permit conditions.**

\_\_\_\_\_  
**Signature of Permittee**

\_\_\_\_\_  
**Date**

**FOLD THIS FORM INTO THIRDS, WITH THE BOTTOM THIRD FACING OUTWARD. TAPE IT TOGETHER AND MAIL TO THE ADDRESS BELOW OR EMAIL TO [CENAN-R-PERMIT-APP@USACE.ARMY.MIL](mailto:CENAN-R-PERMIT-APP@USACE.ARMY.MIL).**

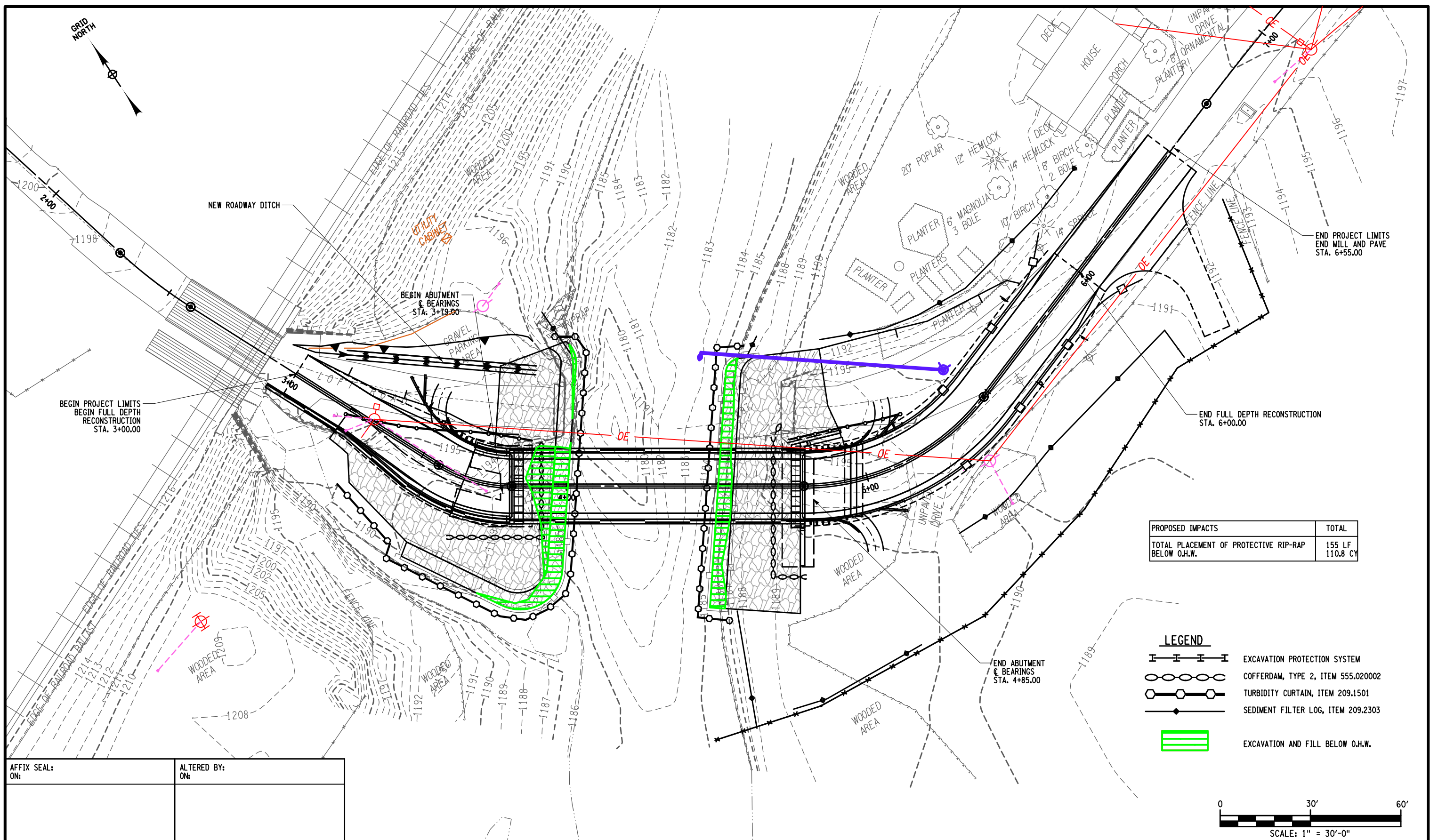
\_\_\_\_\_  
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**PLACE  
STAMP  
HERE**

**DEPARTMENT OF THE ARMY  
NEW YORK DISTRICT CORPS OF ENGINEERS  
USACE OPERATIONS/REGULATORY 16-406  
C/O PSC MAIL CENTER 26 FEDERAL PLAZA  
NEW YORK, NEW YORK 10278**

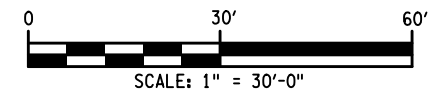
FILE NAME = M:\18825.000 Loft Road Bridge Drawings\Figures\Permits\975519.plan.dgn  
 DATE/TIME = 12/11/2024  
 USER = lsanda

DESIGN SUPERVISOR L. SANDA  
 JOB MANAGER L. SANDA  
 DESIGN R. GENUNG  
 CHECK L. SANDA  
 DRAFTING M. VALLETTA/XXX  
 CHECK S. FAULKNER/R. GENUNG PROJECT MANAGER L. SANDA



PROPOSED IMPACTS	TOTAL
TOTAL PLACEMENT OF PROTECTIVE RIP-RAP BELOW O.H.W.	155 LF 110.8 CY

LEGEND	
	EXCAVATION PROTECTION SYSTEM
	COFFERDAM, TYPE 2, ITEM 555.020002
	TURBIDITY CURTAIN, ITEM 209.1501
	SEDIMENT FILTER LOG, ITEM 209.2303
	EXCAVATION AND FILL BELOW O.H.W.



AFFIX SEAL: ON: \_\_\_\_\_  
 ALTERED BY: ON: \_\_\_\_\_

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	LOFT ROAD	PIN 9755.19	BRIDGES 2227620	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D040434
	OVER SCHENEVUS CREEK				PERMIT PLAN	DRAWING NO.
	BRIDGE REPLACEMENT					SHEET NO. 1 OF 66
	TOWN OF MARYLAND	COUNTY: OTSEGO	REGION: 9			

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## **SECTION 4 – SPECIAL NOTES**

### **GENERAL**

All work, materials, and construction methods contemplated under this contract are to be covered by and in conformity with the New York State Standard Specifications effective May 1, 2026, with current additions and modifications, except as modified by these plans and in the itemized proposal.

### **CONTRACT QUANTITIES**

Bidders are advised that the estimate of quantities for the various items of work are an estimate based on assumed conditions, and are a reflection of that work which is anticipated to be completed. These quantities are given solely for use as a uniform basis for comparison of bids and are not to be considered as guaranteed amounts for the contract. The quantities actually required to complete the contract work may be more or less than estimated. Town of Maryland 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 necessary for the public interest; making allowances for additions and deductions with compensation made in accordance with Standard Specifications.

### **STREAM PROTECTION**

Every reasonable effort shall be used to keep any foreign material from falling off the bridge into streams during construction. All work shall be conducted in accordance with the permits included in Section 3 of this project proposal book.

### **NOTIFICATION**

The Contractor shall notify the Engineer-In-Charge (EIC) at least five (5) weeks in advance of the start of construction. The Contractor shall submit a construction schedule for that work to the engineer.

### **FAILURE TO COMPLETE WORK ON TIME**

For each calendar day that any work shall remain incomplete past the time period allowed for the contract, liquidated damages based on Section 108-03 of the Standard Specifications effective May 1, 2026 with current additions and modifications, will be deducted from any money due the Contractor.

### **COORDINATION WITH UTILITIES SCHEDULES**

It shall be the Contractor's duty to notify all utility companies or other parties affected within a time frame as not to affect the schedule prior to all necessary adjustment of the public or private utility fixtures and other appurtenances within or adjacent to the limits of construction. The Contractor shall notify the Engineer in writing describing the need for, and extent of, utility adjustments and the anticipated schedule.

It is understood and agreed upon that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained by him due to any interference from the utility appurtenances or the operation of moving them by the utility owners. The Contractor will be responsible for any fees required by the utility owners for temporary locations.

Prior to the commencement of construction, the Contractor shall meet with all the known public and private utility companies occupying the work site. The Contractor shall, at this meeting,

inform the utility companies of his/her schedule of operations and so coordinate his/her work with these companies.

The Contractor specifically agrees that he/she has included in his/her unit prices and lump sum prices bid for the various items of the contract any additional cost of doing the work under this contract because of the fact that he/she may not have a clear site for the work and because of interference of roadway use by the utilities, and the necessary or desirability of opening certain sections of pavement to traffic before the entire work is completed.

The Contractor shall protect utility property from construction operations.

Utility relocations are required for this project. See the utility work agreements are included with the Special Note Coordination with Utility Schedule.

### **UTILITY CONTACT INFORMATION**

National Grid Electric  
Erick Rogemoser  
585-415-2980  
[erick.rogemoser@nationalgrid.com](mailto:erick.rogemoser@nationalgrid.com)

Charter Cable TV/Fiber  
Shawn Strassel  
607-422-6231  
[Shawn.Strassel@spectrum.com](mailto:Shawn.Strassel@spectrum.com)

Verizon Telephone/Fiber  
John Cowen  
518-651-9998  
[richard.cowen@verizon.com](mailto:richard.cowen@verizon.com)

### **RAILROAD COORDINATION**

For work requiring coordination with Norfolk Southern Railway Company. The Contractor shall note that this project requires close coordination with Norfolk Southern Railway Company (NS). It is anticipated that NS will provide their own personnel to perform flagging services while certain construction operations take place adjacent to, over or under NS tracks, facilities, right-of-way and property. The flag person must be present, as determined prior to the start of construction, to ensure the safe operation of trains, prevent the delay of trains and ensure the safety of all property and personnel on the project site. However, the Contractor is advised that NS may not be able to provide flag persons on a daily basis due to the railroad's operational necessities.

The Contractor shall coordinate with the NS project engineer no later than 45 days prior to the start of the work, in consultation with the Town and Engineer, so that a workable schedule can be formulated and agreed upon. All construction activities on Railroad right-of-way and railroad protective services shall be coordinated and scheduled at least 10 days in advance of the start of work. The NS Special Provisions for Protection of Railway Interests are included in Appendix A.

The Contractor will not be permitted to store any equipment on NS property without permission from the NS Railroad Engineer in accordance with Section E.5.K.1 of the NS Public Projects Manual.

## **RAILROAD UTILITY RELOCATION NOTE**

All utility installations or relocations that are required in conjunction with this project can be installed or relocated as part of the project provided the construction is performed by the project contractor or project contractor's sub-contractor. However, the utility must submit an application for the installation or relocation to NS Pipe and Wire for appropriate handling for license agreement and applicable fees. For utility applications go to:

<http://www.nscorp.com/content/nscorp/en/real-estate/norfolk-southern-services/wire-pipeline-fiber-optic-projects.html>. Note: License agreement must be executed prior to utility being installed or relocated.

## **PRECAUTIONARY MEASURES**

At all times, the work area shall be secured to ensure that no accidents occur. The roadway will be open to through traffic for the duration of the project. Access shall be provided to all landowners adjacent to the project. The Contractor shall maintain traffic control devices for the duration of the project to ensure that the site is secure and the signs are clean and visible.

## **EMERGENCY CONTACT PERSON**

The Contractor shall designate someone to be available to respond to emergency calls. The name of the person and the telephone number at which he/she can be reached at any time shall be given to the Engineer, and all police agencies in the area. Such persons shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.

At all times during construction, the Contractor must provide safe and convenient emergency access to the properties adjacent to the project.

## **PERMITS**

The Contractor shall give all necessary notices, obtain all permits, other than those obtained by Town of Maryland, and pay all legal fees encountered in the work. He/she shall comply with all public agency laws, ordinances or regulations of the State of New York and all local agencies having jurisdiction over work of this nature. Where a conflict occurs, these shall take precedence over any requirements of these specifications. This, however, shall not be interpreted as permitting the use of materials, equipment or work procedures inferior to those specified.

## **PROJECT PERMITS**

Permits for this project are included in Section 3 of this proposal book.

## **OTHER CONTRACTORS IN THE PROJECT AREA**

The Contractor's attention is directed to the fact that because of possible work on other contracts within the limits of this contract, he/she may not have exclusive occupancy of the territory within the limits of the contract. The provisions of subsection 102-03 of the Standard Specifications as amended, shall apply.

## **CONSTRUCTION NOISE CONTROL**

The Contractor shall be required to effectively control highway construction noise at all times. Control will be accomplished, but not limited to, the following:

- The Contractor shall comply with all federal, state, and local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to this project.
- Prolonged idling of noisy equipment, which is not in use, shall be prohibited.
- Equipment shall be properly maintained to insure that the operational noise is kept to a minimum.
- Conducting truck loading, unloading, and hauling such that noise is kept to a minimum. Actual routing of construction equipment shall be via streets that will cause the least disturbance to area residents.

An internal combustion engine, used for any purpose on the project or related to the project, shall be equipped with a properly operating muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated at the project without said muffler.

### **REPORTING OF SPILLS, DISCHARGES AND/OR CONTAMINATED SOILS**

The Contractor shall be responsible for reporting any findings of spills, leaks of petroleum products, contaminated soils, buried drums of unknown substances, or any other potentially hazardous materials to the NYSDEC within two (2) hours of the discovery. Notification must be made by calling NYSDEC – hotline number – (518) 457-7362 or (800) 457-7362.

### **EROSION PROTECTION**

The Contractor’s attention is directed to the need for proper and early erosion control measures.

### **TRAFFIC CONTROL PLAN**

The roadway will be detoured on site during construction through use of a temporary bridge. One way alternating traffic will be accommodated through use of temporary traffic signals.

### **EXISTING VEGETATION**

The Contractor shall give particular attention and care to protect from damage all existing vegetation, including turf, trees, ornamental plantings, etc., which is not within the actual construction limits. Every attempt shall be made to protect and save the vegetation that is near the construction limits according to the instructions of the EIC.

### **ARCHEOLOGICAL SALVAGE**

It is the national policy to have preserved for public use historical and prehistoric sites, buildings, and objects of national significance for the benefit of the People of the United States. Indian remains, artifacts or ruins come within this policy.

Whenever, during the course of construction, historical ruins or objects are encountered, such objects will not be destroyed or moved. Work will be rescheduled to avoid disturbing such areas and the Engineer-In-Charge of the project will be notified immediately.

### **DISPOSAL SITES AND PERMITS**

It is the Contractor’s responsibility to obtain all permits and disposal sites necessary to allow him/her to complete the work. Copies of all permits are to be given to the Engineer-in-Charge. All costs for this work shall be included under the various contract pay items of this project. No material shall be disposed of in the floodplain. Any and all disposal sites shall be approved by the EIC.

## **EXISTING ROADS**

Existing roads (public and/or private) used for the hauling of materials or equipment shall be kept free from debris and maintained by the Contractor and left in a condition satisfactory to the Engineer-in-Charge. The Contractor is warned that he/she shall be held responsible for any damage to existing roads caused by the operation of his equipment, and that adequate repairs for such damage shall be required at his/her expense.

## **DEFINITIONS**

EIC – Engineer in Charge during construction (Representative for Town of Maryland)  
MUTCD – National Manual on Uniform Traffic Control Devices with the NY State Supplement  
AOBE – As Ordered By Engineer

In general, the Town of Maryland replaces the NYSDOT as lead agency for overseeing and accepting construction. Where reference is made to New York State, State Department of Transportation, Commissioner, etc., the appropriate Town of Maryland department or official shall be substituted.

Should any questions arise regarding responsibilities relating to the inspection/review of fabricated or constructed materials, please contact the EIC for clarification or direction.

## **INSPECTION AND TESTING**

Special emphasis will be given to inspection and testing during this project. All inspection and testing will be performed in accordance with the New York State Department of Transportation Standard Specifications with all addenda thereto along with the policies and procedures of the New York State Department of Transportation.

## **RETAINAGE**

No retainage is allowed.

## **NYSDOT SAFETY BULLETINS**

The Contractor shall pay special attention to the NYSDOT Safety Bulletins found on the NYSDOT website (<https://www.dot.ny.gov/divisions/operating/employee-health-safety>). Safety Bulletins applicable to this project include but are not limited to:

- Silica (Crystalline)
- Abrasive Blasting
- Asbestos
- Eye and Face Protection
- Fall Protection
- Histoplasmosis
- Lead
- Respiratory Protection

## 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<sub>3.2</sub>:

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<sub>3.2</sub> is % recovery at 3.2 kPa

J<sub>nr3.2</sub> 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 **50 Gyration**s.

**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 mixture shall be discussed at pre-construction and pre-paving meetings.

**SPECIAL NOTE**  
**SPOTTED LANTERNFLY (SLF) – GENERAL**

The Contractor shall be aware that spotted lanternfly (SLF) is subject to various state regulations, including 1NYCRR, Part 142. It is the Contractor’s responsibility to coordinate with the appropriate agencies and comply with state regulation as stated in the NYSDOT Standard Specifications §107 *Legal Relations and Responsibility to Public*.

Contractor staff shall be familiar with the guidance found at the NYS Department of Agriculture & Markets (AGM) website located at <https://agriculture.ny.gov/spottedlanternfly>. Note that the guidance is frequently updated.

As of 3/13/2024, the reporting requirement described below are NOT required for Spotted Lanternfly observations in Broome, Tioga, Delaware, or Sullivan Counties. Spotted Lanternfly found in the counties of Otsego, Schoharie, and Cortland remain subject to reporting requirements.

The Contractor is encouraged to thoroughly check all vehicles and equipment to be used on this project, by a person familiar with the guidance referenced above for the SLF, including egg masses.

In Otsego, Schoharie, and Cortland Counties:

If any SLF life stage (including eggs) are found, the Contractor shall immediately notify the NYS AGM at their website [https://agriculture.ny.gov/spotted lanternfly](https://agriculture.ny.gov/spotted_lanternfly). The Contractor shall:

- Photo-document the infestation – live insects or egg masses
- Note the location where and date the insect/eggs was found
- Note the person who identified the insect/eggs
- Complete and submit the AGM Spotted Lanternfly Public Report (<https://survey123.arcgis.com/share/a08d60f6522043f5bd04229e00acdd63>)

If NYS AGM is notified by the Contractor of a possible SLF infestation within project limits, the Contractor shall also notify the EIC who will inform the Regional Construction Environmental Coordinator.

In Broome, Tioga, Delaware, or Sullivan Counties:

If any SLF life stage (including eggs) are found, the Contractor shall immediately notify the EIC who will inform the Regional Construction Environmental Coordinator in an effort to coordinate with regulatory agencies and regional staff to destroy the insects/egg masses. If SLF is interfering with contract operations (work progress) or personnel, the Contractor shall notify the EIC.

In addition, in all counties:

An external quarantine that restricts the movement of regulated articles brought into New York from states within the defined SLF external quarantine areas remains in effect. The NYS external quarantine requires certificates of inspection issued from permit holders from the impacted

states. New York State's order requires travelers transporting regulated articles to have documentation listing the origin and destination of shipments. The quarantine order also prohibits extended stops (such as loading and unloading) while traveling through the external quarantine areas unless additional inspections are completed and documented.

The Contractor should retain any external quarantine related transport documentation copies for their records and be able to produce to the NYS AGM or New York State Department of Environmental Conservation (NYSDEC), if requested.

## SPECIAL NOTE: INVASIVE PLANTS

THIS SPECIAL NOTE CONTAINS DETAILS RELATED TO THE SPECIAL SPECIFICATIONS ITEMS:

617.01010024	CONTROLLING INVASIVE PLANT SPECIES WITH HERBICIDES (SF)
617.10000024	DISPOSAL OF MATERIAL CONTAINING INVASIVE PLANT SPECIES (CY)
617.11000024	EQUIPMENT CLEANING FOR INVASIVE PLANT SPECIES (LS)

AS PER §107-01 OF THE STANDARD SPECIFICATIONS, THE CONTRACTOR SHALL MAKE A CONCERTED EFFORT TO PREVENT THE SPREAD OF INVASIVE SPECIES.

SPECIES – THE FOLLOWING PLANT SPECIES ARE INVASIVE AND HAVE BEEN OBSERVED WITHIN THE PROJECT LIMITS:

JAPANESE KNOTWEED (REYNOUTRIA CUSPIDATUM)

### PRE-CONSTRUCTION OR POST-CONSTRUCTION TREATMENTS:

HERBICIDE TREATMENT MAY BE CONSIDERED IN LATE FALL, AFTER FLOWERING AND BEFORE FROST. HERBICIDE APPLICATION MUST BE PERFORMED BY A STATE LICENSED APPLICATOR AND BE APPROVED BY THE STATE.

### DURING CONSTRUCTION:

1. EXCAVATION OF SOILS CONTAINING KNOTWEED SHALL BE HANDLED APPROPRIATELY, NOT ALLOWING ROOT FRAGMENTS TO FALL INTO OR BE PLACED IN UNCONTAMINATED AREAS.
2. A CONTAINMENT STRATEGY SHOULD INCLUDE ISOLATING KNOTWEED-CONTAMINATED SOIL FROM THE EARTH DURING STOCKPILING WITH APPROPRIATE GEOTEXTILE/BLACK PLASTIC.
3. MATERIAL IS ONLY TO BE DISPOSED OF WITHIN AREAS OF EXISTING CONTAMINATION. UPON DISPOSAL, EXPOSED AREA SHOULD BE COVERED BY JUTE MESH EXCEPTING AREAS WITHIN LIMITS OF STONE FILL. IN THESE AREAS, JUTE MESH SHOULD BE PLACED UNDER STONE BEDDING TO PREVENT SPREAD OF RHIZOMES.
4. MATERIAL SHALL ONLY BE DISPOSED OF WITHIN THE LIMITS OF THE HB OR FEE TAKE AREA. NO MATERIAL SHALL BE DISPOSED OF WITHIN THE TE BOUNDARY.
5. LIVE SHRUB WILLOW STAKES SHALL BE USED WHERE PRACTICABLE TO STABILIZE DISPOSAL AREAS.
6. THE CONTRACTOR SHALL WASH EQUIPMENT WORKING IN OR TRACKING THROUGH KNOTWEED-INFESTED AREAS USING 617.11000024 EQUIPMENT CLEANING FOR INVASIVE PLANT SPECIES BEFORE MOVING TO UN-INFESTED AREAS.

### PERMITS/NOTIFICATION:

PESTICIDE APPLICATORS MUST BE REGISTERED WITH THE DEC AND HAVE THE APPROPRIATE CERTIFICATION REQUIRED TO COMPLETE THE WORK DESCRIBED IN THESE NOTES AND ANY RELEVANT STANDARD OR SPECIAL SPECIFICATIONS. THE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS OR SUBMITTING ANY NOTIFICATIONS REQUIRED FOR RECOMMENDED TREATMENT METHODS ON THIS PROJECT.

### DISPOSAL

USE THE FOLLOWING ITEMS FOR DISPOSING INVASIVE TERRESTRIAL PLANT MATERIAL OR AQUATIC INVASIVES (PLANT AND ANIMAL) OR MATERIALS INFESTED WITH INVASIVE MATERIAL:

1. DISPOSAL UNDER 201.06 CLEARING AND GRUBBING MAY BE USED FOR:
2. ALL **SEEDLESS** WOODY INVASIVE PLANT PARTS.
3. DEAD, **THOROUGHLY DRY, SEEDLESS** KNOTWEED STALKS AND LEAVES. PLANT PARTS MUST NOT CONTAIN SEED OR BE FORMING SEED.
4. 617.10000024 DISPOSAL OF MATERIAL CONTAINING INVASIVE PLANT SPECIES SHALL BE USED FOR:
  - a. ALL INVASIVE PLANT PARTS CONTAINING SEEDS.
  - b. ALL BARE ROOTS/RHIZOMES OF KNOTWEED.
  - c. ALL SOIL CONTAINING ROOTS/RHIZOMES OF KNOTWEED, EXCEPT FOR PLACING KNOTWEED-CONTAMINATED FILL ON TOP OF PRE-APPROVED EXISTING KNOTWEED-CONTAMINATED LOCATIONS WHERE SHOWN ON PLANS.
  - d. ANY FRESH-CUT OR GREEN KNOTWEED PARTS.

**SECTION 5 – SPECIAL SPECIFICATIONS & REVISIONS TO  
STANDARD SPECIFICATIONS**

**DESCRIPTION:**

This work shall consist of furnishing and placing concrete for structures and furnishing footing concrete, including steel reinforcement, as indicated in the contract documents or as directed by the Engineer.

**MATERIALS:**

All the material requirements of §555-2 and §556-2 shall apply.

**CONSTRUCTION DETAILS:**

If placement details and bar lists are not included in the contract plans, then the following provisions apply:

1. The Contractor shall submit a minimum of two copies of the bar lists and placement drawings showing the bar locations to the Engineer. The details of the bar list drawing and placement shall meet the requirements of the current edition of the Concrete Reinforcing Steel Institute's publication Reinforcing Bar Detailing. Drawings submitted for the review process the same size and layout as the Plans. Electronic submission is required. Drawings and bar lists shall be clear and legible.
2. The Engineer will transmit the documents to the designer for review for conformance with the design requirements and in accordance with §105-16. The designer will not check lengths, number of bars, weights or bar marks. Corrections will be returned to the Contractor. A review time of two days per placement drawing submitted with a minimum of 15 days for each submission will be allowed upon receipt of the submission. When the documents are satisfactory they will be returned to the Contractor stamped "Approved in Conformance with Design Requirements". The Contractor shall supply the Engineer with five (5) copies of the approved documents. No reinforcement shall be placed until copies of the approved documents are received by the Engineer.
3. Construction details for reinforcing steel shall meet the requirements of §556-3. The reinforcement shall be of the type indicated in the contract documents.
4. Partial submissions that require coordination with other drawings will not be accepted.
5. All the provisions of §555-3 shall apply.

**METHOD OF MEASUREMENT:**

All the provisions of §555-4 shall apply. Separate measurement of the bar reinforcement will not be made.

**BASIS OF PAYMENT:**

All the provisions of §555-5 shall apply, except that bar reinforcement will be included. No separate payment will be made for reinforcement.

**ITEM 569.10010011 - SINGLE SLOPE HALF SECTION BRIDGE BARRIER  
WITH MOMENT SLAB**

**DESCRIPTION**

The work shall consist of constructing concrete traffic bridge barriers in accordance with this specification, the contract plans, the lines, grades and locations shown on the plans or established by the Engineer. Moment slabs will be required due to traffic impact load on barriers. The specific shape and type of barrier shall be as indicated on the plans and in the proposal. Barrier shall be cast in place except precast sections shall only be allowed when directed by Engineer.

**MATERIALS**

All the provisions of subsection 569-2 apply. Refer to structural drawing BD-SA5E for reference.

**CONSTRUCTION DETAILS**

All the provisions of subsection 569-3 apply. Refer to structural drawing BD-SA5E for reference.

**METHOD OF MEASUREMENT**

The work will be measured as the number of feet of concrete traffic barrier installed. Measurement will be taken along the centerline of the top of the barrier. No deduction will be made for joints.

**BASIS OF PAYMENT**

The unit prices bid per foot of specific type of barrier completed for these items shall include the cost of all labor, material and equipment necessary to satisfactorily complete the work, including the cost of any repairs required.

## **DESCRIPTION**

This work shall consist of furnishing all materials and equipment necessary and to apply metalizing in accordance with the contract documents and as directed by the DCES.

### **Qualification of Metalizing Contractor**

The metalizing contractor performing the work shall document previous experience in providing surface preparation for metalizing and metalizing application services in the shop and field, with a minimum history of three (3) successfully completed projects of similar complexity. The contractor shall be certified per the requirements of SSPC-QP 3.

The contractor shall submit experience and qualification records of all personnel performing the work.

### **Qualification of Thermal Spray Technicians and Personnel**

The thermal spray technicians shall be qualified in accordance with ANSI/AWS C2.16 with a minimum passing adhesion of 700 psi, and must hold a certificate of satisfactory completion of training from the equipment manufacturer. The equipment used for qualification shall be equivalent to that used in production.

Each metalizing shift shall have at least one metalizing supervisor, meeting the thermal spray technician requirements, and who will additionally have a minimum of three years documented satisfactory metalizing experience on similar projects.

An SSPC certified Quality Control Supervisor shall be on the thermal spray company's staff and shall provide a Quality Control Plan to the DCES prior to the onset of work. The Quality Control Supervisor shall meet the requirements of Thermal Spray Supervisor as per SSPC-QP 6. Additionally, the Quality Control Supervisor shall have a minimum of five (5) years experience with satisfactory performance in abrasive blast cleaning of steel surfaces according to SSPC-SP 10 and shall have performed similar duties on two successful metalizing projects.

### **Codes and Standards**

The provisions set forth in the latest issue of the following codes and standards shall apply unless otherwise indicated in the contract documents:

ASTM B 833, Standard Specification for Zinc Wire for Thermal Spraying (Metalizing).

ASTM C 633, Test Method for Adhesive/Cohesive Strength of Flame Sprayed Coatings.

ASTM D 4285, Method for Indicating Oil or Water in Compressed Air.

ASTM D 4417, Test Method for Field Measurement of Surface Profile of Blasted Steel.

NACE Standard RP0287, Field Measurement of Surface Profile of Abrasive Blast Cleaned Steel Surfaces Using a Replica Tape.

ASTM D 4541, Test Method for Pull-Off Strength of Coating Using Portable Adhesion Testers.

ASTM E1920, Standard Guide for Metallographic Preparation of Thermal Sprayed Coatings.  
ASTM E2109, Standard Test Methods for Determining Area Percentage Porosity in Thermal Sprayed Coatings.  
ANSI/AWS C2.16, Guide for Thermal-Spray Operator Qualification  
ANSI/AWS C2.18, Guide for the Protection of Steel with Thermal Spray Coatings of Aluminum, Zinc, and Their Alloys and Composites.  
SSPC-CS 23.00/AWS C2.23M/NACE No. 12, Specification for the Application of Thermal Spray Coatings (Metalizing) of Aluminum, Zinc, and their Alloys and Composites for the Corrosion Protection of Steel.  
SSPC Publication, The Inspection of Coatings and Linings: A Handbook of Basic Practice for Inspectors, Owners, and Specifiers.  
SSPC-AB 1, Mineral and Slag Abrasives.  
SSPC-AB 2, Specification for Cleanliness of Recycled Ferrous Metallic Abrasives.  
SSPC-AB 3, Ferrous Metallic Abrasives.  
SSPC-PA 1, Shop, Field, and Maintenance Painting of Steel.  
SSPC-PA 2, Measurement of Dry Coating Thickness with Magnetic Gages.  
SSPC-QP 3, Standard Procedure for Evaluating Qualifications of Shop Painting Applicators  
SSPC-QP 6, Standard Procedure for Evaluating the Qualifications of Contractors Who Apply Thermal Spray (Metalizing) for Corrosion Protection of Steel and Concrete Structures  
SSPC-SP 1, Solvent Cleaning  
SSPC-SP 10/NACE No. 2, Near-White Blast Cleaning.  
SSPC-SP 11, Power Tool Cleaning to Bare Metal  
SSPC-VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning.

### **Quality Control Plan**

Prior to the start of work, the Contractor's QC Supervisor shall provide a written quality control plan and submit it to the DCES for approval. The plan shall include the procedure to be followed and equipment to be used for all processes outlined herein, including surface preparation and metalizing and seal coat application. The plan shall include a method of adhesion testing, thickness measuring, bend test protocol, testing frequency, and MSDS sheets for material utilized on the project. The plan shall outline the quality assurance procedures and any safety precautions that must be followed by workers and inspectors. No work shall commence until the DCES has approved the plan.

### **Job Reference Standard (JRS)**

A job site pass/fail Job Reference Standard, representative of the work to be performed, shall be prepared by the metalizing applicator. The JRS will be used to evaluate the suitability of the application process. The JRS shall be made on a steel plate approximately 18 in. x 18 in. x 0.25 in. and shall be made with the actual equipment and process parameters and procedures (surface preparation, metalizing, sealing, and testing) that shall be used for the contracted work. The JRS shall be made in similar environmental conditions as the work to be performed. Thickness measurements and adhesion tests shall be performed on the JRS per this specification. The JRS

will be deemed unsatisfactory if any of the measurements or test results is less than the values indicated herein.

Metallographic testing shall be performed, in accordance with ASTM E1920 and ASTM E2109, on a JRS meeting the requirements of this section. Porosity of the metalized coating shall be less than 10% with less than 5% air inclusions in the film, and shall be fully bonded to the substrate with no air pockets between the coating and substrate. There shall be no interconnected porosity to the substrate for the contract specified thickness, intended technique of application, number of passes, and thickness applied per pass.

For steel assemblies exhibiting acute angles between structural members to be metalized in the shop after assembly, a similarly scaled steel, blasted mockup must be put together emulating the angles encountered. This mockup shall be metalized by the coating applicator, disassembled and adhesion testing shall be performed on the metalizing in the acute angle, per these specifications. If the mockup fails the adhesion test, the applicator shall change the application technique and/or adjust equipment to obtain proper adhesion results, thickness measurements and appearance requirements in acute angles.

### **Job Control Record (JCR)**

The Contractor shall keep a Job Control Record, detailing the essential job information and the in-process quality control checkpoints required by this standard. The JCR shall include information on safety precautions, and the equipment, parameters, and procedures for surface preparation, thermal spraying, and sealing. Failure to perform production work in a manner consistent with the JCR guidelines will be cause for rejection.

## **MATERIALS**

### **A. METALIZING**

Certified alloy wire is required, and shall be composed of 85% zinc and 15% aluminum by weight. Wire shall meet the requirements of ASTM B-833 Standard Specification for Zinc and Zinc Alloy Wire for Thermal Spraying (Metalizing) for the Corrosion Protection of Steel. The Contractor shall submit a certificate with results of testing for chemical analysis to the DCES, for each lot of wire used on the job. The Contractor shall obtain written certification from the manufacturer of the alloy and will provide the certifications for each lot of wire a minimum of five business days prior to commencement of metalizing.

The metalizing 85/15 alloy shall have a minimum tensile bond of 700 psi.

### **B. ABRASIVE FOR BLAST CLEANING**

Blast media shall be angular steel grit, angular aluminum oxide, or angular crushed slag, evaluated per SSPC-AB 3 for new abrasive material, and shall be capable of producing an angular anchor tooth profile. If abrasive material is to be recycled, the abrasive material shall be

evaluated prior to each reuse per the requirements of SSPC-AB 2. Use of silica sand, steel shot, or any other abrasives that result in a round surface profile is prohibited.

### **C. SEALER**

Sealer shall UV resistant and be a urethane or epoxy polyamide penetrating sealer, type as recommended by the supplier for use on metalized surfaces. The sealer shall be VOC compliant for use in New York State. Sealer shall be of such viscosity to penetrate pores in metalized coating.

### **D. SUBMITTALS**

The metalizing applicator shall submit the detailed procedures for surface preparation, metalizing application, and application of sealer coat, conforming to these specifications. The procedures shall detail the equipment, application process, in-process quality control, and Job Control Record to be used for the contract work. The information shall include:

1. Detailed procedures for surface preparation, thermal spraying, seal coating, and the in-process quality control checkpoints.
2. Equipment (surface preparation, thermal spraying, seal coating, and the in-process quality control) to be used and for which the detailed procedures apply.
3. Product Data and MSDS sheets for sealer.
4. Blasting media, thermal spray feedstock materials, and seal coat product.
5. Job Reference Standard.
6. Job Reference Standard test results report.
7. Job Control Record.
8. Repair of defective coatings per ANSI/AWS C2.18.
9. Certification of Class B slip coefficient and creep resistance. The certification shall include the written test results, including the thickness range required to meet the certification. Certification of Class B slip and creep resistance is not required for metalized to metalized faying surfaces meeting the requirements of this specification.

This information shall be submitted at least 10 work days prior to the schedule start of the Job Reference Standard (JRS).

## **CONSTRUCTION DETAILS**

### **A. SURFACE PREPARATION**

Prior to blast cleaning, steel surfaces shall be Solvent Cleaned in accordance with SSPC-SP 1, Solvent Cleaning, to remove all visible oil, grease, dirt, salt, and other contaminants. Then, all surfaces to be metalized shall be cleaned to SSPC-SP 10, Near-White Blast Cleaning, standards. All cleaning and coating shall be performed at the same facility. Surface finish and cleanliness shall be confirmed according to SSPC-VIS 1 standards. In the event of a dispute, the written SSPC SP-10 standard will take precedence.

Unacceptably hard surfaces, as defined by section 602 of the NYSDOT Steel Construction Manual, shall be removed by grinding, machining, or approved heat treating procedures, prior to abrasive blasting.

The substrate shall have an angular anchor tooth profile of 3 to 5 mils. Surface Profile measurements shall be made using X-course profile tape and a micrometer, as outlined in ASTM D4417. "Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel/NACE Standard RP0287, Field Measurement of Surface Profile of Abrasive Blast Cleaned Steel Surfaces Using a Replica Tape." Spot measurements shall be made approximately every 2000 ft<sup>2</sup> for automated blasting or 200 ft<sup>2</sup> for manual blasting. Take three measurements for each spot in an area approximately 1.5 in<sup>2</sup>. Average the measurements and record in the Job Control Record.

Compressed air shall be free of oil and water and shall meet ASTM D4285, method for Indicating Oil or Water in Compressed Air. Utilize a compressed air system capable of delivery at the nozzle of 125 cfm at 120 psi. To minimize any contamination, use an oil/water separator on the airline. 120 psi of compressed air maintains the proper atomization of the molten wire producing the optimum spray pattern.

## **B. SYSTEM REQUIREMENTS**

Only certified spooled metalizing wire, which is properly drawn, spooled and packaged, shall be used.

The metalizing equipment shall be set up, calibrated, and operated according to the manufacturer's instructions and technical manuals or the metalizing applicator's refinement thereto and as validated by the Job Reference Standard.

Spray parameters shall be set for spraying the specified thermal spray material and, at a minimum, be validated with the bend test. A bend test shall be satisfactorily performed at the beginning of crew and shift change.

A copy of the spray parameters used shall be attached to the Job Control Record.

## **C. SUBSTRATE CONDITION**

The steel surface temperature shall be at least 5°F above the dew-point.

For flame spraying, preheat the initial starting area to a minimum of 250°F to prevent condensation of moisture in the flame onto the substrate. Validate preheating and non-preheating requirements with a tensile bond measurement and a bend test.

Time between the completion of the final anchor-tooth blasting (or final brush blasting) and the completion of the thermal spraying shall be no greater than six hours for steel substrates. In high-humidity and damp environments, shorter holding periods shall be used. If rust bloom or a

degraded coating appears at any time within the six-hour window, the procedure outlined in Section F, Surface or Coating Degradation shall be followed.

### **Extension of Time of Application**

In low-humidity environments or in enclosed spaces using industrial dehumidification equipment, it will be possible to retard the oxidation of the steel and hold the surface finish for more than six hours. The metalizing applicator, with the approval of the DCES, can validate a holding period greater than six hours by determining the acceptable temperature-humidity envelope for the work enclosure by spraying and analyzing bend coupons and tensile-bond coupons.

A 1-mil to 2-mil flash coat of the metalizing may be applied within six hours of completing surface preparation to extend the holding period for up to four further hours beyond the complete application of the flash coat. The final metalizing thickness, however, shall be applied within four hours of the completion of the application of the flash coat provided the metalizing can be maintained free of contamination.

Validate the use of the flash TSC holding period with a tensile-bond measurement and a bend test.

- Clean and abrasive blast a representative job area and three bend-test coupons.
- Apply a flash metalizing to the representative job area and the three bend coupons.
- Wait the delay period in representative environmental conditions and apply the final metalizing thickness.
- Perform adhesion test and bend test on coupons.
- Flash metalizing and holding period are acceptable if the tensile bond and the bend test are satisfactory.

### **D. METALIZING**

The applied 85/15 alloy metalizing thickness shall be a minimum of 12 mils, with a tolerance of - 0 and + 4 mils. For each coated component, the applied thickness shall be measured using a SSPC PA2 type 2 fixed probe gauge properly calibrated per certified coating thickness calibration standards, and measurements shall be recorded in the Job Control Report (JCR). Use a measurement line to measure the peaks and valleys of the metalizing, taking the average value of five readings along a line at 1.0 in. intervals. For complex geometries and geometric transitions, use a measurement spot approximately 1.5 square inches, and do not measure the peaks and valleys of the metalized coating. Record all measurements in the JCR. If upon inspection, and prior to sealer application, the metalizing thickness is less than the above stated requirements, the applicator shall apply additional metalizing to meet the thickness requirements.

No coating shall be applied unless the following conditions are met:

- The receiving surface shall be clean and absolutely dry.
- The surface temperature and ambient air temperature are as recommended by the coating equipment's manufacturer, except in no case shall coating work be performed when surface and ambient air temperatures are less than 40°F.

- The receiving surface temperature shall be at least 5°F above the dew point.
- The relative humidity shall not exceed 85%.

All coating applied in violation of these conditions shall be completely removed, and the affected surface cleaned and recoated in accordance with the stated requirements at no additional cost to the State.

Any staining that does occur shall be removed in a manner that does not cause damage to the seal or metalized coatings, at no cost to the State.

Surface Roughness: Surface roughness of the metalized coating shall be less than 4 mils in order to avoid unfilled valleys and low areas in the film.

### **E. SEALER**

Sealer shall be applied and cured according to the paint manufacturer's instructions for use with metalizing, or as directed by the Engineer.

The seal coat shall be thin enough to penetrate into the body of the metalizing and seal the interconnected surface porosity. Typically the seal coat is applied at a spreading rate resulting in a theoretical 1.5 mil dry-film thickness.

Sealer shall be applied as soon as possible after thermal spraying, but shall be applied within eight hours after application of metalizing. If a sealer cannot be applied within eight hours, it shall be verified that the metalizing (a) has not been contaminated by visual inspection (10x), and (b) is dust-free (10x) using the clear cellophane tape test per ISO 8502-3 before applying the sealer.

If moisture is present or suspected in the pores of the metalizing, the steel shall be heated to 250 °F to remove the moisture prior to seal coat application. When possible, the steel shall be heated from the reverse side of the metalizing to minimize oxidation and contamination of the metalizing prior to sealing.

During application of the seal coat, it shall be visually validated that there was complete coverage of all intended areas. Companion steel coupons positioned near the metalizing shall receive a seal coat as well. The wet and dry film thicknesses of the seal coat on these companion coupons shall be used to verify that the correct thickness of seal coat is being applied to the metalizing. Measurements shall be recorded in the JCR.

The sealer shall not be applied to faying surfaces prior to assembly. Faying surfaces of all bolted connections shall be masked prior to application of the seal coat. Touch-up field sealant shall be applied after assembly of the connection.

### **F. SURFACE OR COATING DEGRADATION**

If rust bloom, blistering or a degraded coating appears at any time during the application of the metalizing, the following procedure applies:

1. Stop spraying.
2. Mark off the satisfactorily sprayed area.
3. Call the Thermal Spray Inspector/Foreman to observe and evaluate the error.
4. Report the deficiency to the purchaser and record the deficiency.
5. Repair the unsatisfactory area by removing the degraded metalizing, re-blast to a minimum near-white metal finish (SSPC-SP 10 standard), and returning to the specified anchor tooth profile depth.
6. Recoat the blasted area as per this specification.
7. Record the actions taken to resume the job in the JCR.

### **G. FIELD REPAIRS**

The only field work allowed to be done under this item is touch-up work after all steel erection and all concrete placement has been completed. All areas requiring field repairs shall be clearly marked. All the requirements of this specification shall apply to field coating material with the following modifications:

1. All dirt, grease and other foreign matter shall be removed in accordance with SSPC-SP 1, Solvent Cleaning. Clean the damaged area of all loose and cracked coating by power tool to bare metal in accordance with SSPC-SP 11, Power Tool Cleaning to Bare Metal.
2. Roughen the damaged area and the surrounding 2 inches to produce a suitable anchor for the coating. All repaired areas shall be tested for proper anchor tooth profile in accordance with ASTM D4417 and as per this specification.
3. All damage to the coating system shall be corrected by the contractor in accordance with the requirements of this specification and to the satisfaction of the Engineer at no additional cost to the State.
4. The overlap of thermal spray edges shall be tested for proper adhesion at each repair location in accordance with this specification.

### **H. ADHESION TEST**

Random adhesion testing shall be performed for each coated component, utilizing self aligning portable pull-off adhesion testing equipment, in accordance with ASTM D 4541 standards. The minimum tensile bond value shall be 700 psi.

Use adhesive recommended by the instrument manufacturer, or equivalent. Attach adhesive manufacturer's instructions to the job control record.

One portable tensile-bond measurement shall be made every 500 ft<sup>2</sup>. If the tensile bond is less than the contract specification, additional tensile bond measurements shall be made to identify the limits or boundaries of the degraded metalizing. The degree of added testing that is necessitated by coating deficiencies will be solely determined by the State, and shall be performed at no added cost to the State. Any degraded metalizing shall be removed and reapplied as per Section F, Surface or Coating Degradation. The tensile force shall be measured

to 700 psi. The tensile force shall then be reduced and the tensile fixture removed without damaging the metalizing.

## **I. BEND TEST**

Conduct a bend test at the beginning of each work shift or crew change:

1. Use carbon steel coupons of approximate dimensions 2 in. x 4 in. to 8 in. x 0.050 in.
2. Surface preparation according to contract specification.
3. Spray 12-mil to 15-mil thick metalizing in crossing passes, laying down approximately 3 to 4 mils for each pass.
4. Bend coupons 180° around a 0.5-in. diameter mandrel.
  - a. Bend test passes if there is no cracking or only minor cracks with no spalling or lifting (by a knife blade) from the substrate.
  - b. Bend test fails if the coating cracks with lifting (by a knife blade) from the substrate.

Bend test shall be performed on coupons without sealant coats.

## **J. WEATHER CONSIDERATIONS:**

Thermal spraying in low-temperature environments (below freezing):

Substrate shall meet the surface temperature and holding period specified in Section C, Substrate Condition. No moisture or condensation is permissible on the surface during surface preparation and thermal spraying.

Qualify metalizing period with a tensile-bond measurement and a bend test. Meet the tensile bond and metallographic requirements specified herein.

## **METHOD OF MEASUREMENT**

This work will be measured on a lump sum basis.

## **BASIS OF PAYMENT**

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

Note: “nn” denotes a serialized pay item.

572.00020101	Metalizing, Type 1
572.00020201	Metalizing, Type 2
572.00020301	Metalizing, Type 3
572.00020401	Metalizing, Type 4
572.00020501	Metalizing, Type 5
572.00020601	Metalizing, Type 6

## **ITEM 607.41010010 - TEMPORARY PLASTIC BARRIER FENCE**

### **DESCRIPTION**

This work shall consist of furnishing, installing, and maintaining Temporary Plastic Barrier Fences of the type and at the locations shown in the plans or where directed by the Engineer.

### **MATERIALS**

Materials for Temporary Plastic Barrier Fences shall meet the following requirements:

- **Fence:** High-density polyethylene mesh, ultraviolet-stabilized min. 2 years; minimum height 4.0 feet. Color: high-visibility orange or green. When used to protect trees or other vegetation, color shall be high-visibility orange.
- **Posts:** Rigid metal or wood posts, minimum length 6.0 feet.
- **Ties:** Steel wire, #14 gauge or nylon cable ties.
- **Warning signs:** Sheet metal, plastic or other rigid, waterproof material, 1.5 feet by 2.0 feet with 4 inch black letters on a white background. Text shall be: "Protected Site - Keep Out" unless otherwise specified.

### **CONSTRUCTION DETAILS**

Fences shall be erected prior to moving construction equipment onto any area designated for protection.

The line of fences as indicated on the plans shall be staked or marked out on the ground by the Contractor and approved by the Engineer before any fence is installed. Where used for protection of individual trees, fence shall be placed at the drip line (extent of canopy). If not possible, placement shall be as close to the drip line as possible and in no case less than 5.0 feet away from the tree trunk.

On approval of the stakeout, posts shall be securely driven on 6.0 foot-maximum centers, normal to the ground, to a depth 1/3 of the total post length. Plastic barrier fence shall be placed along the side of all posts. Ends of fencing segments shall overlap a distance of at least one half the fence height.

Fencing shall be secured to posts with wire or cable ties at top, middle and bottom of post. Fastener shall be tight enough to prevent the fencing from slipping down. Overlaps shall also be securely fastened.

Barrier fence which is not orange in color shall be flagged at 6.0 foot intervals with red or orange florescent tape. Warning signs shall be mounted on the fence at no more than 100 foot intervals.

Maintenance shall commence immediately after erection of the fence and continue until one week prior to acceptance of the contract, and shall consist of: replacing damaged post(s) and fencing; re-fastening and tightening fencing; and restoring fence to its intended height.

Fencing used for tree or other vegetation protection shall not be temporarily removed to allow equipment access over a protected area, except as required for items of work specifically shown on the plans and approved by the Engineer in writing.

**ITEM 607.41010010 - TEMPORARY PLASTIC BARRIER FENCE**

**METHOD OF MEASUREMENT**

The quantity to be measured for payment will be the number of feet of Temporary Plastic Barrier Fence erected, measured along the top, to the nearest whole foot.

**BASIS OF PAYMENT**

The unit price bid shall include the cost of all labor, materials and equipment necessary to satisfactorily complete the work. Relocation of a fence from one location to another as directed by the Engineer shall be considered as a new location and will be separately paid.

Seventy percent (70%) of the price bid will be paid after satisfactory installation of the fence. The remaining Thirty percent (30%) will be paid after complete removal of the fence.

## **ITEM 607.97000007 - REMOVE, STORE, AND REINSTALL EXISTING WOOD FENCE**

### **DESCRIPTION:**

The Contractor shall remove, store, and reinstall existing wood fences where shown on the plans or where directed by the Engineer.

### **MATERIALS:**

Materials shall consist exclusively of the existing fence components.

### **CONSTRUCTION DETAILS:**

The existing fence shall be removed and stored in a location satisfactory to the Engineer. The posts and rails shall be reinstalled in a location previously approved by the Engineer, with the post locations indicated on the ground. The posts shall be reinstalled directly into the ground at their original spacing and to their original depth, or as otherwise ordered by the Engineer. All fence components damaged by the Contractor during this operation shall be replaced in kind, as ordered by the Engineer, at no expense to the State.

### **METHOD OF MEASUREMENT:**

Removal, storage, and reinstallation of the existing fence will be measured as the number of feet of fence reinstalled in accordance with the plans, specifications, and orders of the Engineer.

### **BASIS OF PAYMENT:**

The unit price bid for this item shall include all labor and equipment necessary to complete the work, including excavation and disposal, fill, and repair or replacement of any damaged fence components caused by the Contractor's operations.

Any clearing and grubbing required will be paid for under the clearing and grubbing item used in this Contract.

## **ITEM 617.ABCD0024 - CONTROLLING INVASIVE PLANT SPECIES**

**DESCRIPTION.** This work shall consist of control and disposal of identified invasive species and disposal of infested soil in accordance with the contract documents and as directed by the Engineer.

The work described is to control the spread and/or re-growth of invasive species. Specific control methods to be used are identified in either a special note in the contract proposal or notes on contract plans. The note(s) shall be titled *Controlling Invasive Plant Species*.

### **MATERIALS.**

Herbicide: EPA/NYSDEC Label-approved herbicide conforming to §713-13 *Pesticides*. Surfactants added to increase the effectiveness of the herbicide may be used, in accordance with manufacturers' labels. Tracer dye shall be used in herbicide mixes to aid in identifying application coverage. Additional permitting from regulatory agencies may be required prior to application.

### **CONSTRUCTION DETAILS.**

The work shall be performed in accordance with the requirements of the special note in the project proposal or notes on the contract plans. Notes will be titled *Controlling Invasive Plant Species*.

**Site Preparation.** Refer to the Special Note for specific control methods of targeted invasive species.

**Controlling Invasive Plant Species.** Three methods are described:

#### **1. Pulling.**

- a. Contractor shall hand-pull, or remove using hand tools, all stems and associated roots within the designated areas shown in the contract documents at the times specified.
- b. All plant parts shall be carefully placed in black plastic bags (4 mil minimum) and securely tied or sealed.
- c. Care shall be taken in pulling stems to remove as much of the root mass as possible.
- d. Supplemental digging using hand tools to remove roots/ rhizomes or herbicide treatment may be required. Refer to the Special Note entitled *Controlling Invasive Plant Species*.
- e. Plant material shall be treated and/or transported in accordance with *Disposal of Material*.

## **ITEM 617.ABCD0024 - CONTROLLING INVASIVE PLANT SPECIES**

### **2. Excavation.**

- a. Mechanical methods may be used to remove plant material.
- b. Removal perimeter shall extend no less than 16 ft beyond the leading edge of the invasive species stand.
- c. Excavation shall extend to a minimum depth of 6 ft below proposed final grade.
- d. Excavated area shall be backfilled with uncontaminated suitable material.
- e. Excavated material shall be treated and/or transported according to *Disposal of Material*.

### **3. Herbicide Application.**

- a. The herbicide applicator shall be a NYSDEC Certified Commercial Pesticide Applicator. In planning the use of herbicides to control invasive species, the Contractor and Certified Pesticide Applicator shall ensure that herbicides used are labeled for the target species- through the pesticide label or through the unlabeled pest process.
- b. Herbicide shall be applied by hand-sprayer, back-pack, wick application, stem injection or herbicide clippers.
- c. Site preparation for herbicide application shall include cutting dormant stalks and actively growing plants approximately 4 weeks prior to first annual treatment.
- d. Contractor shall be responsible for all public notification and posting requirements.

**Disposal of Material.** Cut plant material shall be placed in (4 mil minimum thickness) black plastic bags for transportation out of the area. Bags shall be securely tied or sealed. Soil containing seeds, roots and/or rhizomes shall be wrapped in black plastic sheeting (4 mil minimum thickness) and transported in a manner which prevents the spread of the contaminated material during transport. Acceptable disposal methods can be one of the following:

- *Bury* - Soil containing invasive plant material shall be buried either in an excavated pit or fill section, covered with at least 6 ft of uncontaminated fill material (eg: embankment in place, topsoil, etc.) Soil containing invasive plant material shall not be buried within 100 ft of a water body (including wetlands). Disposal of surplus excavated material generated from this disposal method shall be at no additional cost to the State.
- *NYSDEC Quarry/ Mine Reclamation* - Where feasible and accessible, material shall be transported to an approved quarry/ mine accepting invasives-contaminated fill material.
- *Landfill/ Incinerator* - Plant material or spoil containing invasive plant material shall be disposed of in a municipal solid waste management facility or incinerator that is operated under current 6 NYCRR Part 360 regulations.
- *Approved NYSDOT disposal facility* - Where available, plant material or spoil containing invasive plant material may be disposed of in regional invasive

## **ITEM 617.ABCD0024 - CONTROLLING INVASIVE PLANT SPECIES**

species disposal facilities as identified in the contract documents.

Stockpiling and stockpile location(s) of soil containing invasive plant material shall be approved by the Engineer. Invasive species spoil stockpiled on site shall be identified as such so not to be inadvertently used in a manner that is not consistent with *Disposal of Material*. Stockpiles shall be stabilized to prevent erosion and transport of invasive material. Stockpiling shall be at no cost to the State.

The Contractor shall identify the disposal location(s) and obtain approval from the Engineer at least 5 calendar days prior to disposal.

**Equipment Cleaning.** Equipment used in areas containing invasive plant species shall be power-washed (1000 psi minimum) and cleaned with clean water (without using cleaning soaps or chemicals) before leaving the invasive control/removal area to prevent the spread of seeds, roots, or other viable plant parts. Water may be supplied by a municipal water source or may be pumped from an on-site or local surface water source. If water is drawn from a local water source, to protect aquatic life, there shall not be any loss of water elevation at the site of withdrawal or immediately downstream of the site. Withdrawal from surface waters may be subject to USACOE, NYSDEC and other regulations. Equipment cleaning stations shall include either a constructed cleaning station conforming to §209-3.09 *Construction Entrances* or a portable commercial cleaning station with a rack. Loose plant and soil material that has been removed from clothing, boots and equipment, or generated from cleaning operations, including constructed cleaning station material after use, shall be disposed of as described in *Disposal of Material*. If sufficient space is not available or precluded by terrain to provide a cleaning station on site, upon approval by Engineer, equipment used within an infested area may be power-washed adjacent to the invasive control/removal area, provided that the wash water (including spray) does not discharge within 100 ft of any stream, existing or proposed wetland, or stormwater conveyance (eg: ditch, catch basin, etc). If upon completion of construction, the area remains infested with invasive plants, the invasive material generated may remain in the infested area.

**Care of Controlled Areas During Construction.** The Department will inspect all treated areas approximately every 4 weeks during the growing season (or during the following growing season for fall applications if contract continues into the following growing season). If additional treatments are necessary, the Contractor shall apply treatment to all identified areas within 10 calendar days of notification. Additional treatments will be considered extra work.

### **METHOD OF MEASUREMENT.**

**Herbicides.** The quantity of controlling invasive species to be measured for payment will be in square feet of surface area controlled, measured to the nearest square foot.

**Pulling.** The quantity of controlling invasive species to be measured for payment will be in square feet of surface area controlled, measured to the nearest square foot.

## **ITEM 617.ABCD0024 - CONTROLLING INVASIVE PLANT SPECIES**

**Excavation.** The quantity of controlling invasive species to be measured for payment will be in cubic yards removed, measured to the nearest cubic yard.

**Disposal of Material Containing Invasive Plant Species.** The quantity to be measured for payment of contaminated material disposal will be in cubic yards removed, measured to the nearest cubic yard.

**Equipment Cleaning for Invasive Plant Species.** The quantity to be measured for payment of equipment cleaning will be on a lump sum basis.

### **BASIS OF PAYMENT.**

**Herbicides.** The unit price bid will include the cost of all labor, materials and equipment necessary to perform site preparation and satisfactorily complete the work.

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

**Excavation.** The unit price bid shall include the material and work required to perform site preparation, excavation, backfill the excavated area and surplus material removal. Backfill quantity shall not exceed the quantity of material excavated.

**Disposal of Material Containing Invasive Plant Species.** The unit price bid shall include the cost of all labor, materials and equipment necessary to satisfactorily complete the work.

**Equipment Cleaning for Invasive Plant Species.** The lump sum price bid shall include the cost of all labor, materials and equipment necessary to satisfactorily complete the work.

### ***Payment will be made under:***

<b>Item No.</b>	<b>Item Description</b>	<b>Pay Unit</b>
617.01010024	Controlling Invasive Plant Species with Herbicides	Square Foot
617.01020024	Controlling Invasive Plant Species by Pulling	Square Foot
617.01030024	Controlling Invasive Plant Species by Excavation	Cubic Yard
617.10000024	Disposal of Material Containing Invasive Plant Species	Cubic Yard
617.11000024	Equipment Cleaning for Invasive Plant Species	Lump Sum

**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.

## **DESCRIPTION**

This work shall consist of submitting cost records for incurred expenses related to obtaining and maintaining right-of-entry permits, private crossing agreements, protective services agreements, and other contractual instruments necessary to gain access to or work near Railroad property or property upon which a Railroad operates for the sole purpose of performing the work required by the Contract. Only costs necessitated by the Contract and required by the Railroad or Vendor will be considered. Cost(s) associated with Contractor convenience(s) for which other means and methods are available for performing the work will not be considered for reimbursement.

## **MATERIALS**

None Specified.

## **CONSTRUCTION DETAILS**

The Contractor may be required to negotiate and obtain permits/agreements with one or more Railroads or Vendors to perform work upon, or near Railroad-property as necessitated by the Contract. There may be associated services and fees required to be paid for by the Contractor.

This Item is for reimbursement of costs incurred by the Contractor for permits/agreements and associated costs which are not otherwise covered or addressed by requirements in the Contract Proposal, Standard Specifications, or other agreements.

Costs which are eligible for reimbursement include but are not limited to:

- Right-of entry permit application fees and associated costs
- Flagging or protective services from the Railroad or Vendor and associated costs
- Private crossing application fees and costs associated with private crossing agreements
- Charges for permit/agreement time extensions
- Cost difference for any additional insurance policies, coverage, or allowance amounts required by the Railroad beyond those identified in the Contract Proposal and Standard Specifications

The Contractor shall obtain documented proof of the costs incurred for fees and services provided by the Railroad or Vendor and submit these records to the Engineer for reimbursement consideration. Cost records shall be of sufficient detail (e.g., itemized) to allow for a comprehensive assessment by the Engineer of the scope of costs and activities for which reimbursement is being sought.

The Railroad or Vendor may require the Contractor to deposit a sum of money from which fees and other expenses are withdrawn and actual costs are incurred. The Engineer shall determine if deposits and other temporary up-front expenditures will be reimbursed prior to being drawn down by the Railroad or Vendor for actual services rendered.

Cost records for Contractor-provided services (e.g., engineering, administration, accounting, negotiations) are not required to be submitted, as compensation towards these services is provided under a general 5% total profit and overhead supplement added to the documented costs.

Late fees, penalties, and other similar punitive costs which are attributable to the actions, or lack of action, of the Contractor are not reimbursable.

Services and costs which are covered under separate agreements or contracts between the State and the Railroad or Vendor are not to be reimbursed under this Item.

**METHOD OF MEASUREMENT**

This item will be measured for payment on a Dollar-Cents (DC) basis.

The fixed price bid amount is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figure will be ignored and the original price will be used to determine the total amount bid for the contract.

**BASIS OF PAYMENT**

This is a 'draw down' item. The Contractor will be reimbursed for total costs plus 5% for profit and overhead.

Only approved, verifiable, receipted costs will be reimbursed. Payment to the Contractor will be made based on actual cost records submitted by the Contractor for costs and fees expended as paid to others as required by the Railroad.

## **SECTION 6 – PREVAILING WAGE RATES**

PRC # 2024014573

By signing this document and returning it with our bid proposal, we confirm that we are in receipt of a complete paper copy of the Prevailing Wage Rate schedule associated with the above referenced PRC # and that we have registered with the NYSDOL Public Work Contractor and Subcontractor Registry. We understand that all work performed on this project is subject to these rates and agree that compensation will be made accordingly.

Please include a copy of the NYSDOL Public Work Contractor and Subcontractor Registry confirmation.

Company Name \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Maryland

Laura Sanda  
90 East Ave  
SARATOGA SPRINGS NY 12866

Schedule Year 2025 through 2026  
Date Requested 11/21/2024  
PRC# 2024014573

Location Loft Road over Schenevus Creek  
Project ID# 9755.19  
Project Type Full bridge replacement of Loft Road over Schenevus Creek

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

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

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

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

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

## Introduction

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

## Contractor Registry

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

For additional information, please visit [online](#).

## Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion [online](#).

## Hours

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

## Wages and Supplements

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

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

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

## **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, 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.

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 NYS DOL 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.

Superseded General Decision Number: NY20250037

State: New York

Construction Types: Heavy and Highway

County: Otsego County in New York.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026
1	01/30/2026

ASBE0030-001 05/01/2025

	Rates	Fringes
Asbestos/Insulator Worker includes application of all materials, protective coverings, coatings and finishings to all types of mechanical systems. Also the application of firestopping material to openings and penetrations in walls, floors, ceilings, curtain walls and all lead abatement.....	\$ 43.25	27.29
HAZARDOUS MATERIAL HANDLER SCOPE OF WORK: DUTIES LIMITED TO preparation, wetting, stripping, removal, scrapping, vacuuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not from mechanical system.....	\$ 38.50	25.04

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BOIL0197-001 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 43.34	27.66

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BRNY0003-017 07/01/2025

	Rates	Fringes
BINGHAMTON CHAPTER CEMENT MASON.....	\$ 38.63	25.05

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CARP0277-020 07/01/2025

	Rates	Fringes
CARPENTER.....	\$ 44.52	27.16

FOOTNOTE:

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

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 ELEC0043-004 06/01/2025

REMAINDER OF COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 55.55	35.03
ELECTRICIAN.....	\$ 50.50	35.03

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 ELEC0236-002 06/01/2024

TOWNSHIPS OF DECATUR AND WORCESTER

	Rates	Fringes
ELECTRICIAN.....	\$ 48.00	32.09

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 ELEC0325-001 06/01/2025

BUTTERNUT, HARTWICK, LAURENS, MARYLAND, MILFORD, MORRIS, ONEONTA, OTEGO, UNADILLA AND WESTFORD TOWNSHIPS

	Rates	Fringes
CABLE SPLICER.....	\$ 50.43	33.29
ELECTRICIAN.....	\$ 42.68	33.06

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 ELEC1249-003 05/05/2025

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information systems)		
Flagman.....	\$ 31.72	7%+27.65
Groundman (Truck Driver)....	\$ 42.29	7%+27.70
Groundman Truck Driver (tractor trailer unit).....	\$ 47.57	7%+27.70
Lineman & Technician.....	\$ 52.86	7%+31.90
Mechanic.....	\$ 42.29	7%+27.70

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

	Rates	Fringes
ELECTRICIAN (Line Construction)		
Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman.....	\$ 35.34	7%+27.65
Groundman digging machine operator.....	\$ 55.40	7%+27.90
Groundman truck driver (tractor trailer unit)....	\$ 49.25	7%+27.70
Groundman Truck driver....	\$ 49.25	7%+27.70
Lineman and Technician....	\$ 61.56	7%+31.90
Mechanic.....	\$ 49.25	7%+27.70
Substation:		
Cable Splicer.....	\$ 63.14	7%+29.40
Flagman.....	\$ 35.34	7%+27.65
Ground man truck driver....	\$ 49.25	7%+27.70
Groundman digging machine operator.....	\$ 55.40	7%+27.90
Groundman truck driver (tractor trailer unit)....	\$ 49.25	7%+27.70
Lineman & Technician.....	\$ 61.56	7%+31.90
Mechanic.....	\$ 49.25	7%+27.70
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation		
Cable Splicer.....	\$ 64.59	7%+38.40
Flagman.....	\$ 35.34	7%+27.65
Groundman Digging Machine Operator.....	\$ 55.40	7%+27.90
Groundman Truck Driver		

(tractor-trailer unit).....	\$ 49.25	7%+27.70
Groundman Truck Driver.....	\$ 49.25	7%+27.70
Lineman & Technician.....	\$ 61.56	7%+31.90
Mechanic.....	\$ 49.25	7%+27.70

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

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 ELEC1249-008 01/01/2025

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 40.81	3%+5.77
Groundman.....	\$ 20.53	3%+5.77
Installer Repairman-Teledata Lineman/Technician-Equipment Operator.....	\$ 38.73	3%+5.77
Tree Trimmer.....	\$ 31.45	3%+10.48

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

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 ELEV0035-002 01/01/2025

	Rates	Fringes
Elevator Constructor.....	\$ 57.73	38.435+a+b

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.  
 b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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 ENGI0158-028 07/01/2025

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 57.30	33.55
GROUP 2.....	\$ 56.39	33.55
GROUP 3.....	\$ 53.82	33.55
GROUP 4.....	\$ 63.30	33.55
GROUP 5.....	\$ 61.80	33.55
GROUP 6.....	\$ 60.30	33.55

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY &amp; HIGHWAY):

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader ( 4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Guniting Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization)Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Fork Lift, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw

(self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

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IRON0012-008 07/01/2024

OTSEGO COUNTY (Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unadilla, Worcester)

	Rates	Fringes
Ironworkers:		
Sheeter, Bucker-up.....	\$ 38.75	25.48
Sheeter.....	\$ 38.75	25.48
Structural, Ornamental, Rodman, Machinery, Mover, Rigger, Fence Erector, Reinforcing, Stone Derrickmen.....	\$ 38.50	25.48

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IRON0440-001 07/01/2025

REMANINDER OF COUNTY

	Rates	Fringes
IRONWORKER		
Structural, Ornamental, Rodman, Machinery Mover, Rigger, Fence Erector, Reinforcement, and Stone Derrickman.....	\$ 35.50	31.39

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LAB00017-006 06/01/2023

	Rates	Fringes
Laborers:		
GROUP 1:.....	\$ 38.40	30.40+a
GROUP 2:.....	\$ 38.40	30.40+a
GROUP 3:.....	\$ 41.90	30.40+a
GROUP 4:.....	\$ 46.75	30.40+a

FOOTNOTES:

a. Paid Holidays: New Year's Day, Memorial Day, 153

Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Washington's Birthday, Election Day, Veterans Day provided the employee works one day in the calendar week during which the holiday occurs.

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striping, scaffold builder, concrete curb and sidewalk form setter, permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipe lining and relining, wellpoints, conduit and duct layer, wire puller, rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer pavement breaker, chipping operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder groover or similar type machine, walk behind tamper and roller of all types, sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to titching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, laser men. Ground man on milling machine

GROUP 3: Ingersoll Rand heavy duty crawler master type HCMZ, any drill using 4" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working formen including grade, pipe, concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman.

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman.

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PAIN0004-006 05/01/2023

	Rates	Fringes
Painters:		
Bridges.....	\$ 42.06	30.59
Epoxy-Brush & Roller.....	\$ 27.00	18.58
Painters and Tapers.....	\$ 25.90	18.58
Spray Epoxy.....	\$ 27.40	18.58
Spray Work/Steeple Jack (over 100 ft).....	\$ 26.90	18.58
Structural Scaffold (Over 39 ft).....	\$ 26.50	18.58
Structural Steel (buildings) Spray Work.....	\$ 26.50	18.58
Toothpick Staging (Over 25 ft).....	\$ 26.50	18.58

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PAIN0677-003 05/01/2025

	Rates	Fringes
GLAZIER.....	\$ 30.00	31.95

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PLUM0112-009 05/01/2025

	Rates	Fringes
PLUMBER (Including Steamfitting)		
NORTHERN ZONE Townships of Cherry Valley, Exeter, Middlefield, Otsego, Plainfield, Rickfield, Roseboom, Springfield.....	\$ 45.93	33.77
SOUTHERN ZONE Remaining Townships.....	\$ 44.91	33.31

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ROOF0203-001 06/01/2023

	Rates	Fringes
ROOFER.....	\$ 30.50	19.84

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\* SFNY0669-001 01/01/2026

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.85	28.94

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SHEE0112-004 05/01/2023

	Rates	Fringes
Sheet metal worker.....	\$ 35.94	20.89

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TEAM0317-003 06/01/2025

	Rates	Fringes
TRUCK DRIVER GROUP 1.....	\$ 35.48	31.58+a 155

GROUP 2.....\$ 35.83 31.58+a

FOOTNOTES:

PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day provided employee has worked the working day before and the working day after the holiday.

Work on Hazardous Waste Sites Receive additional \$1.50/hr.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Pickups, panel trucks, flatboy material trucks (straight jobs), single-axle dump trucks, dumpsters, receivers, greasers, truck tiremen, tandems and batch trucks, semi-trailers, low-boy trucks, asphalt distributor trucks, & agitator, mixer trucks & dumpcrete type vehicles, fuel trucks

GROUP 2: Specialized earth moving equipment-euclid type, or similar off-highway equipment, where not self loaded, straddle (ross) carrier, and self-contained concrete mobile unit, off-highway tandem back-dump, twin engine equipment and double-hitched equipment where not self loaded.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional

information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may

include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION"

## **SECTION 7 – SPONSOR CONTRACT AGREEMENT**

Town of Maryland  
Section 126 Of The Highway Law, and  
all statutes appertaining thereto

**CONSTRUCTION PROPOSAL**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 , by THE TOWN OF MARYLAND, hereinafter referred to as the "Town", acting by and through the Town Supervisor, pursuant to the Highway Law, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of New York, hereinafter called the "Contractor".

**WITNESSETH**, that the Town and the Contractor, for the consideration hereinafter named, agree as follows:

**ARTICLE 1. WORK TO BE DONE.**

The contractor shall (a) furnish all materials, appliances, tools and labor of every kind required, and construct and complete in the most substantial and workmanlike manner, the LOFT ROAD OVER SCHENEVUS CREEK BRIDGE REPLACEMENT PROJECT, PIN 9755.19, LD040434 within the Town of Maryland, County of Otsego and the State of New York, as shown on the contract documents entitled LOFT ROAD OVER SCHENEVUS CREEK BRIDGE REPLACEMENT PROJECT, PIN 9755.19, LD040434 Otsego County New York, in accordance with the Department of Transportation Standard Specifications of the New York State Department of Transportation with current additions and modifications, effective May 1, 2026, which contain the information for bidders; forms of proposal, agreement, and bonds; general specifications and conditions of contract; materials of construction; and Payment Items; and (b) do everything required by the Contract (Contract Documents) as defined herein.

**ARTICLE 2. DOCUMENTS FORMING THE CONTRACT.**

The Contract (and Contract Documents) shall be deemed to include the advertisements for proposals; the contractor's proposal; the agreement; the Department of Transportation Standard Specifications referred to above; the plans; any addenda to specifications if the same are issued prior to the date of receipt of proposal, and all provisions required by law to be inserted in the contract whether actually inserted or not.

**ARTICLE 3. EXAMINATION OF DOCUMENTS AND SITE.**

The Contractor agrees that before making his proposal he carefully examined the contract documents, together with the site of the proposed work, as well as its surrounding territory, and is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, including the existence of poles, wires, pipes and other facilities and structures of municipal and other public service corporations on, over or under the site, and that his information was secured by personal investigation and research and not from the estimates or records of the Department, and that he/she will make no claim against the Town by reason of estimates, tests or representations of any officer or agent of the Town.

**ARTICLE 4. DATE OF START AND COMPLETION**

The Contractor further agrees that he will begin the work herein embraced within 14 days of the date hereof, unless the consent of the Town, in writing, is given to begin at a later date, and that he will prosecute the same so that it shall be entirely completed and performed within 240 calendar days, not including necessary winter shutdowns. Weather related shutdowns will be approved by the Town.

No extension beyond the date of completion, October 31, 2028, fixed by the terms of this contract shall be effective unless in writing signed by the Town. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Town, which may include a charge for engineering and inspection expenses actually incurring upon the work. Notice of application for such extension shall be filed with the Town Supervisor 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 Town other than the consideration named in this agreement.

The Town 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 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 estimated 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 the 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 Town of Maryland 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.

**ARTICLE 7. PAYMENT OF ESTIMATES.**

As the work progresses in accordance with the contract and in a manner that is satisfactory to the Town, the Town hereby agrees to make payments to the Contractor therefore, based upon the proposal attached hereto and made a part hereof, as follows:

The Town shall, once 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 as provided in sub-division 8 of Section 38 of the Highway Law. No monthly estimate shall be rendered unless the value of the work done equals 5% of the contract amount.

**ARTICLE 8. NO ESTIMATE ON CONTRACTOR'S NON-COMPLIANCE.**

It is further agreed that 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 every lawful or proper direction concerning the work or material given by the Town Supervisor or his representative has been fully and satisfactorily followed and/or completed.

## **ARTICLE 9. FINAL ACCEPTANCE OF WORK.**

When in the opinion of the Engineer a contractor has fully performed the work under the contract, the Engineer shall recommend to the Town Supervisor the acceptance of the work so completed. If the Town Supervisor accepts the recommendation of the Engineer, he shall thereupon by letter notify the contractor of such acceptance.

## **ARTICLE 10. FINAL PAYMENT.**

After the final acceptance of the work, the Engineer shall prepare a final estimate of the work done from actual measurements and computations relating to the same, and he shall compute the value of such work under and according to the terms of the contract. This estimate shall be certified to as to its correctness by the Engineer. The final estimate shall be submitted to the Town Supervisor to reject the whole or any portion of the final estimate, 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 estimate.

## **ARTICLE 11. RIGHT TO SUSPEND WORK AND CANCEL CONTRACT.**

It is further mutually agreed that if at any time during the prosecution of the work the Town Supervisor shall determine that the work upon the contract is not being performed according to the contract or for the best interests of the Town, the execution of the work by the Contractor may be temporarily suspended by the Town Supervisor, who may then proceed with the work under his own direction in such manner as will accord with the contract specifications and be for the best interests of the Town; or he may terminate the Contractor's employment under the contract while it is in progress, and thereupon proceed with the work, in affirmance of the contract, by contract negotiated or publicly let, by the use of his own forces, by calling upon the surety to complete the work in accordance with the plans and specifications or by a combination of any such methods; or he may cancel the contract by a combination of any such methods; or he may cancel the contract and either re-advertise and re-let as provided in Section 38 of the Highway Law, or complete the work under his own direction in such manner as will accord with the contract specifications and be for the interests of the Town; 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 his surety; all in pursuance of the provisions of Section 40 of the Highway Law. Whenever the Town determines to suspend or stop work under the contract, a written notice sent by mail to the Contractor at his address and to the sureties at their respective addresses, shall be sufficient notice of its action in the premises.

**ARTICLE 12. DETERMINATION AS TO VARIANCES.**

In case of any ambiguity in the plans, specifications, or maps, or between any of them, the matter must be immediately submitted to the Town Supervisor, who shall adjust the same, and his decision in relation thereto shall be final and conclusive upon the parties.

**ARTICLE 13. REMOVAL OF REJECTED WORK AND MATERIAL.**

The Contractor agrees that all work or material which may be rejected by the Town, or its representative shall be at once removed from the site of the work by the contractor at his own expense, and replaced by work or material satisfactory to the Town.

**ARTICLE 14. SUCCESSORS AND ASSIGNS.**

This agreement shall bind the successors, assigns and representatives of the parties hereto.

**ARTICLE 15. LAWS & REGULATIONS OF OTHER GOVERNMENTAL AGENCIES.**

The Contractor agrees that all of his work will be performed, and his operations carried out in accordance with both Federal and State laws and regulations covering hiring practices, labor conditions and the environment.

**ARTICLE 16. INSURANCE.**

Contractor agrees that throughout the duration of this Agreement, it will maintain General and Professional Liability Insurance with coverage limits equal to or greater than those mandated by the State of New York in its current Standard Specifications for Public Works contracts (see NYSDOT Standard Specifications section 107-06). Contractor shall add the Town as an additional insured on its General liability policy, and such policy shall be primary and non-contributory to any other insurance policy which provide insurance protection to Contractor. Contractor will provide the Town with a Certificate(s) of Insurance evidencing such coverage during each year of this Agreement.

The Contractor will also be required to carry insurance in accordance with Appendix A, Special Provisions for Protection of Railway Interests.

**IN WITNESS WHEREOF**, This agreement has been executed by the Town, acting by and through the Town Supervisor, who has caused the seal of his office to be affixed hereto, and the Contractor has duly executed this agreement on the day and year first above written.

THE TOWN OF MARYLAND (L.S.)

By:

\_\_\_\_\_  
Town Supervisor

Approved: \_\_\_\_\_ 20\_\_\_\_

By:

\_\_\_\_\_  
Chairman of the Board of Supervisors

\_\_\_\_\_  
Contractor By: \_\_\_\_\_(L.S)

\_\_\_\_\_  
President

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.

(Acknowledgment by Town)

STATE OF NEW YORK )  
 ) ss.:  
County of Otsego )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ,

before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that s h e resides in \_\_\_\_\_, New York, that she is Chairman of the Town of Maryland Board of Supervisors, the municipality described in and which executed the foregoing instrument; that s h e knew the seal of said municipality; that the seal affixed to said instrument was such municipal seal; that it was so affixed by order of the Board of Supervisors of said municipality, and that she signed her name thereto by like order.

(seal)

\_\_\_\_\_  
(Signature of Notary Public)

(Acknowledgment by contractor, unless it be a corporation.) STATE OF NEW

YORK )  
 )ss.:  
County of Otsego )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , before personally appeared to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged that he executed the same.

\_\_\_\_\_  
(Signature of party making affidavit)

\_\_\_\_\_  
Notary Public

(Acknowledgment by contractor, if a corporation.)

STATE OF NEW YORK )

)ss.:

County of Otsego )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

before me personally came \_\_\_\_\_ to me known, who being  
duly sworn, did depose and say that he resides in \_\_\_\_\_;

that his is the \_\_\_\_\_ of the \_\_\_\_\_,

the corporation described in and which executed the foregoing instrument; that he knew the  
seal of 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.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of party making affidavit)

(seal)

\_\_\_\_\_  
(Notary Public)

**APPENDIX A**  
**Special Provisions for Protection of Railway Interests**

## E. Norfolk Southern – Special Provisions for Protection of Railway Interests

### 1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as “Railroad”, and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad’s Public Improvements Engineer or Engineer Planning, hereinafter referred to as “Railroad Engineer”, will serve as the authorized representative of the Railroad.

A general engineering consultant may be utilized to assist the Railroad Engineer in handling the Project, hereinafter referred to as “Construction Engineering Representative”.

Other designated personnel by the Railroad Engineer shall hereinafter be referred to as “Railroad Representative”.

The authorized representative of the Project Sponsor (“Sponsor”), hereinafter referred to as the “Sponsor’s Engineer”, shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. This shall include the qualified protective services of a contractor directly hired by the Contractor to protect their workers and construction activities while working on or adjacent to Railroad property, hereinafter referred to as “Contractor Protective Services”.

This document titled E. Norfolk Southern – Special Provisions for Protection of Railway Interests shall hereinafter be referred to as “Special Provisions”.

These terms and conditions are subject to change without notice at the sole discretion of the Railroad. The Contractor must request the latest version of these Special Provisions from the Railroad prior to commencing work and must follow the requirements outlined therein.

### 2. AUTHORIZATION TO PROCEED:

- A. The Contractor shall not commence mobilizing to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, until the Contractor has complied with the following conditions:
  - 1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement. Contractor Right of Entry Agreements to be submitted via email to the Railroad Engineer.
  - 2. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 15 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

3. Held a preconstruction meeting between the Contractor, the Sponsor, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the preconstruction meeting at their discretion.
  4. Obtained Contractor Protective Services as required by Section 8 herein.
  5. Furnished a schedule for all construction activities which may impact the Railroad's property or operations. NOTE: Contractor Protective Services shall be provided any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations as required by Section 8 herein.
  6. Schedule an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start-of-work meeting at their discretion.
  7. Obtained written authorization to proceed from the Railroad to begin mobilization to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, such authorization to include an outline of specific conditions with which the Contractor must comply. Written Authorization will be issued by the Railroad once all items on the Norfolk Southern Checklist for Construction - Direct Hire have been completed.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad Representative(s) and any specific Construction Engineering Representative who shall be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
- C. All project-related utility work that is to occur on, over, or under Railroad right-of-way must be coordinated with the Norfolk Southern Pipe and Wire Program. The Contractor must receive approval from the Norfolk Southern Pipe and Wire Program prior to commencing any utility work.
3. NOTICE OF STARTING WORK:
- A. Before undertaking any construction activities on the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, the Contractor shall:
1. Notify the Railroad Representative(s) at least 72 hours in advance of any construction activities that Contractor Protective Services have been obtained for use.
  2. Hold an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start of work meeting at their discretion.

3. Receive assurance from the qualified protective services contractor that the Contractor Protective Services are properly equipped and have been site specific trained by the Railroad Representative prior to performing the full duties of protecting the Contractor. Until assurance from the qualified protective services contractor is obtained, Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.

4. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct the Contractor's work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires Construction Engineering Representative inspection services shall be deferred by the Contractor until the Construction Engineering Representative inspection services are available at the job site. Contractor Protective Services shall be provided onsite any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct the Contractor's operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in the Railroad Engineer's absence, the Railroad's Division Engineer, such provisions are insufficient, either may require or provide such provisions as the Railroad deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Norfolk Southern Signals and Communications Lines. The contractor shall contact the Railroad's representative 7 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the Contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's Representative.

5. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
  2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.
  3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
  4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

6. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:
  - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
  - b. In accordance with the Railroad's written outline of specific conditions.
  - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
  - d. In accordance with these Special Provisions.
2. Submittal Requirements
  - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer and/or their designated Construction Engineering Representative.
  - b. The contractor should anticipate a minimum of 45 days for Railroad and their Construction Engineering Representative to complete the review of all construction submittals. Time frames for reviews can vary significantly depending on the complexity of the project and the quality of submittals. Submittals requiring input from other departments may require additional time.

- c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's property must be submitted and approved by the Railroad prior to work being performed.
- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
- e. All submittals shall first be approved by the Sponsor's Engineer prior to submission to the Railroad Engineer for review. Submittals are reviewed by the Railroad for impacts to Railroad operations only; therefore, approval from the Railroad Engineer shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
  - (1) General Means and Methods
  - (2) Ballast Protection
  - (3) Construction Excavation & Shoring
  - (4) Pipe, Culvert, & Tunnel Installations
  - (5) Demolition Procedure
  - (6) Erection & Hoisting Procedure
  - (7) Debris Shielding or Containment
  - (8) Blasting
  - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
  - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
  - (1) Girder Shop Drawings including welding/fabrication procedures
  - (2) Bearing Shop Drawings and Material Certifications
  - (3) Shop Drawings for drainage, handrails/fencing, and expansion dams
  - (4) Concrete Mix Design
  - (5) Structural Steel, Rebar, and/or Strand Certifications
  - (6) 28-day Cylinder Test for Concrete Strength
  - (7) Waterproofing Material Certification
  - (8) Dampproofing materials
  - (9) Test Reports for all steel
  - (10) Foundation Construction Reports

Other submittals may be required upon request from the Railroad. Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance, or safety related issues. Submissions shall also provide: a listing of the anticipated equipment to be used, plan and profile views showing the location of all equipment to be used relative to the track centerline(s) shown, and a contingency plan of action covering the event that a primary piece of equipment malfunctions.

B. Ballast Protection

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.
2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.
3. Shoring systems utilizing trench boxes shall not be permitted within the Theoretical Railroad Embankment (Zones 1, 2, or 3) as shown on NS Typical Drawing No. 4 – Shoring Requirements without written approval from the Railroad Engineer.
4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6 - Construction Excavation (Refer to Norfolk Southern Public Improvement Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

5. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in Section 6.G of these Special Provisions.
6. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
7. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
8. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
9. The front face of shoring located closest to the NS track for all shoring setups located in Zone 2 (shown on NS Typical Drawing No. 4 – Shoring Requirements in Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
  - a. For Open Cut Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.6.
  - b. For Jack and Bore Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.7.
  - c. For Tunneling Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow runoff. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8.

F. Demolition Procedures

1. General
  - a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
  - b. Railroad tracks and other Railroad property must be protected from damage during the procedure.

- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire demolition procedure period.
- e. Demolition of existing bridge decks in spans over the Railroad shall be performed in a controlled manner (i.e. saw-cutting). No impact equipment (track-mounted hoe-ram, jackhammers, etc.) may be used over the Railroad without approval by the Railroad Engineer.
- f. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these Special Provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
  - (1) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
  - (2) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
  - (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

- (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 5.A.1 of these Special Provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 5.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Neither crane handoffs nor "walking" of cranes with suspended load will be permitted for erection on or over Railroad right-of-way.
- c. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- d. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the erection procedure.
- e. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire erection procedure period.
- f. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Improvement Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
  - (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
  - (2) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (3) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been “built-in” to the crane charts are not to be considered when determining the 150% factor of safety.
- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) The Contractor shall provide a sketch of all rigging components from the crane’s hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been “built-in” to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with additional provisions as designated by the Railroad Engineer.

I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.

2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches, or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by Contractor Protective Services shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save the Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim, or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or the Railroad Representative.

7. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to the Contractor's work, employees, servants, equipment, and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

8. CONTRACTOR PROTECTIVE SERVICES:

A. Requirements:

1. Qualified protective services are those services of a contractor, directly hired by the Prime Contractor, that have been vetted through the Railroad and are allowed to be performed on Railroad property.
2. Contractor Protective Services shall be onsite anytime construction activities are taking place on or adjacent to the Railroad Property and/or have the potential to foul the Railroad's track or operations.
3. Contractor Protective Services shall be those services of a subcontractor to the Contractor who have the ability to fully protect the Contractor's workers and machinery once the qualified protective services contractor confirms the Contractor Protective Services are properly equipped and site specific trained by the Railroad Representative. Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.
4. Contractor Protective Services will not be allowed on the property until all items on the Norfolk Southern Checklist for Construction- Direct Hire have been completed and the authorization to proceed is given by the Railroad Engineer.
5. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for any Railroad Protective Services required to protect its operations or work designated to be done by the Railroad through the force account estimate.

9. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across the Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by the Contractor's own forces or by Railroad personnel.
- B. No crossing may be established for use by the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, use, until the Contractor has a fully executed a temporary private crossing agreement between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

10. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

11. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the Contractor's schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these Special Provisions.

12. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Contractor Protective Service is provided shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

13. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on the Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However, the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots and reflective vests are required.
- C. No person is allowed to perform construction activities which may impact the Railroad's property or operations without specific authorization from the Contractor Protective Services.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No person is allowed to cross tracks without specific authorization from the Contractor Protective Services.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Contractor Protective Services.

14. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad Representative and Contractor Protective Services personnel.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without the authorization from the Contractor Protective Services personnel who are site specific trained and properly equipped.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the Railroad Representative and Contractor Protective Services personnel.

- H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from Railroad Representative and Contractor Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established. Orange construction fencing shall be established in accordance with the minimum temporary horizontal clearances contained in Section 5.A.2 and shall be maintained for the duration of construction.
- I. No equipment or load movement is permitted within 25' or above a standing train or Railroad equipment without specific authorization of the Contractor Protective Services personnel.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the Contractor Protective Services personnel if said personnel views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer, Railroad Representative and Contractor Protective Services personnel.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Contractor Protective Services personnel to remain in communication with at all times. Contractor Protective Services personnel must also be in direct contact with the individual(s) directing the crane operation(s).

15. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
  - 1. A Commercial General Liability ("CGL") policy containing products and completed operations, bodily injury, property damage, and contractual liability coverage, with a combined single limit of not less than \$5,000,000 for each occurrence with a general aggregate limit of not less than \$5,000,000. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The CGL policy shall provide additional insured coverage equivalent to at least as broad as ISO CG 20 10 11/85.

2. Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an “any auto” (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. This policy shall be endorsed to include Transportation Pollution Liability Broadened Coverage ISO CA 99 48 03 06 or MCS-90 if vehicles are subject to Federal jurisdiction. If this coverage is on a claims-made form, the Retro Active Date must be prior to the date of this Agreement and the policy endorsement must be maintained for not less than seven (7) years.
3. Workers’ Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability or injury of Licensee’s officers, agents, servants, or employees arising directly or indirectly out of the performance of the work.
4. Employers’ Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.
5. All insurance required in Section 15.A (excluding any Workers’ Compensation policy) shall name Norfolk Southern Railway and its parent, subsidiary, and affiliated companies as additional insureds with an appropriate endorsement to each policy.
6. All policies secured by Contractor, whether primary, excess, umbrella or otherwise, and providing coverage to the Railroad as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railroad may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railroad may have secured for itself.
7. No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.
8. To the fullest extent permitted by law, all insurance furnished by Contractor in compliance with Section 15.A shall include a waiver of subrogation in favor of Railroad with an appropriate endorsement to each policy.
9. All policies required in Section 15.A shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days’ prior written notice to the additional insureds.
10. The insurance coverages maintained by Contractor shall not limit any indemnity obligations or other liabilities. The insurance available to Railroad and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.
11. Any deductibles or retentions in excess of \$50,000 maintained on any insurance required in 15.A shall be disclosed and approved by Railroad with a request made for approval to NSRISK3@nscorp.com.

12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional Insured endorsement to provide coverage for up stream parties.
  13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 15.A.
- B. In addition to the insurances required in Section 15.A, the Contractor shall also procure on behalf of the Railroad for the entirety of the project:
1. Railroad Protective Liability (RPL) Insurance having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
- b. The policy must be written using one of the following combinations of Insurance Services Office (“ISO”) RPL Insurance Form Numbers:
  - (1) CG 00 35 01 96 and CG 28 31 10 93; or
  - (2) CG 00 35 07 98 and CG 28 31 07 98; or
  - (3) CG 00 35 10 01; or
  - (4) CG 00 35 12 04; or
  - (5) CG 00 35 12 07; or
  - (6) CG 00 35 04 13.

- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries and affiliates  
650 West Peachtree Street NW – Box 46  
Atlanta, GA 30308  
Attn: Risk Manager

**(NOTE: Railroad does not share coverage on RPL with any other entity on this policy)**

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**
- f. The name and address of the prime Contractor must appear on the Declarations.

- g. The name and address of the Sponsor must be identified on the Declarations as the “Involved Governmental Authority or Other Contracting Party.”
- h. Endorsements/forms that are **required** are:
  - (1) Physical Damage to Property Amendment
  - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- i. Other endorsements/forms that will be accepted are:
  - (1) Broad Form Nuclear Exclusion – Form IL 00 21
  - (2) 30-day Advance Notice of Non-renewal or cancellation
  - (3) Required State Cancellation Endorsement
  - (4) Quick Reference or Index Form CL/IL 240
- j. Endorsements/forms that are NOT acceptable are:
  - (1) Any Pollution Exclusion Endorsement except CG 28 31
  - (2) Any Punitive or Exemplary Damages Exclusion
  - (3) Known injury or Damage Exclusion form CG 00 59
  - (4) Any Common Policy Conditions form
  - (5) An Endorsement that limits or excludes Professional Liability coverage
  - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
  - (7) An Endorsement that excludes TRIA coverage
  - (8) A Sole Agent Endorsement
  - (9) Any type of deductible endorsement or amendment
  - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.

SPONSOR:

RAILROAD:

Risk Management  
Norfolk Southern Corporation and its subsidiaries  
650 West Peachtree Street NW – Box 46  
Atlanta, GA 30308  
[NSRISK3@NSCORP.COM](mailto:NSRISK3@NSCORP.COM)

- C. All insurance required under Section 15.A and 15.B shall be underwritten by insurers and be of such form and content, as may be acceptable to the Railroad. Prior to entry on Railroad right-of-way, the original electronic RPL Insurance Policy shall be submitted by the Prime Contractor to the Railroad at [NSRISK3@NSCORP.COM](mailto:NSRISK3@NSCORP.COM) for review and approval. In addition, certificates of insurance evidencing the Prime Contractor’s insurance compliant with the requirements in 15.A shall be issued to the Railroad at [NSRISK3@NSCORP.COM](mailto:NSRISK3@NSCORP.COM) at the same time the RPL Policy is submitted.
- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.

E. Insurance Submission Procedures

1. The Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. The Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. **Please provide point of contact information with the submission including a phone number and email address.**

For email insurance submissions, the subject line should follow the format provided unless otherwise directed by the Railroad Engineer:

Insurance Submittal: City, State – NS File Number – NS Milepost – Project Name – Sponsor Project #

2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information:
  - a. The full original or certified true electronic countersigned copy of the RPL Insurance Policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements as required in Section 15.B.
  - b. A certificate of insurance from the Contractor evidencing the Contractor's insurance in Section 15.A (i.e. the Contractor's commercial general, automobile, and workers' compensation liability insurance, etc.). The certificate must show Norfolk Southern Railroad and its subsidiaries and affiliated companies as an additional insured on the General Liability and Auto policies. The certificate should also indicate that the Workers' Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries. See Appendix J for a Sample Certificate of Insurance.

16. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
  1. The Railroad Engineer may require that the Contractor vacate Railroad property.
  2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

17. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these Special Provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

18. PROJECT INFORMATION

- A. Date: \_\_\_\_\_
- B. NS File No.: \_\_\_\_\_
- C. NS Milepost: \_\_\_\_\_
- D. Sponsor's Project No. \_\_\_\_\_

**APPENDIX B**  
**Utility Work Agreements**

**FEDERAL AID – LOCAL PROJECTS UTILITY WORK AGREEMENT**

SPONSOR’S NAME Town of Maryland

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: 9755.19	F.A. Project No.: 9755.19
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of: Otsego
Contract No.: LD040434	
Project Description: Loft Road over Schenevus Creek Bridge Replacement	

necessitates the adjustment of utility facilities as hereinafter described, the owner, National Grid, of said facilities herewith agrees with the Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note “Coordination with the Utility Schedule,” and in accordance with the contract plans, specifications, proposal, amendment(s), or change order(s).

I. Existing Facilities (describe type, size, capacity, location, etc.)

Existing utility poles and overhead lines presently located on town Right-of-Way as shown on the plans for the proposed transportation project are to be adjusted as follows:

Relocate poles and overhead lines as shown on the attached Utility Plan.

for an estimated \$\_\_\_\_\_.

II. Financial Responsibility in accordance with Section 81 of the Highway Law (check appropriate boxes):

- A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- B. Subdivision 24 of Section 10 of the State Highway Law enables the Sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.
- C. Subdivision 24-b of Section 10 of the State Highway Law enables the Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations law.
- D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Highway Design Manual Chapter 13 and Highway Design Manual Appendix 13G, and with the Federal highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- 1) Contract let by the Sponsor
- 2) Contract let by the Owner, (check applicable statement)
  - a. Best Interests of Sponsor.
  - b. Owner not sufficiently staffed or equipped.
- 3) By the Owner's forces

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- 2) There is betterment described as follows:  
\_\_\_\_\_  
\_\_\_\_\_
- 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- 1) A Privately Owned Property Agreement executed prior to the performance of the work.
- 2) A Municipal Agreement executed prior to performance of the work.
- 3) Such other agreement as approved by NYSDOT Legal Affairs Division.

VI. References

The following documents are herewith incorporated in this agreement by reference (check appropriate boxes)

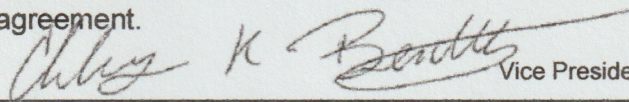
- A. Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- B. Contract documents :

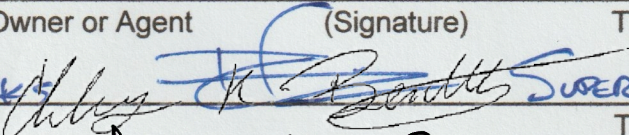
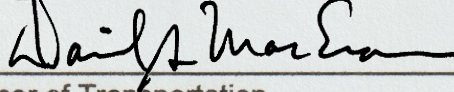
Contract number LD040434  
 Capital PIN 9755.19  
 Plan sheets No. All

- C. Owner's plan sheets \_\_\_\_\_
- D. Owner's estimate sheets form No. \_\_\_\_\_
- E. Resolution dated \_\_\_\_\_, by \_\_\_\_\_

- Granting the Sponsor authority to perform the adjustment for the owner.
- Agreeing to maintain facilities adjusted via Local-let contract.

- F. Certification by the owner or his agent that he has the legal authority to enter into this agreement.

Charles K. Bentley  Vice President, Maintenance & Construction April 15, 20

(Print/Type Name)Owner or Agent	(Signature)	Title	Date
<u>Brian Dierke</u>		<u>Supervisor</u>	<u>6/9/25</u>
For Sponsor		Title	Date
Dave MacEwan		RLPL	7/9/2025
For NYSDOT Commissioner of Transportation		Title	Date

non-reimbursable - concurrence only

**SPECIAL NOTE**  
**COORDINATION WITH THE UTILITY SCHEDULE**

The Contractor must coordinate his schedule of operations with the various Utility owners involved with the project and shall verify utility information found in the contract documents. Utility adjustment and/or relocations required by the various Utility owners in connection with this project include:

**National Grid**

Relocation of National Grid poles and overhead lines as shown in the attached Utility Plan. The existing poles and overhead lines are in conflict with the proposed work. Poles and lines are to be permanently relocated as shown in the attached Utility Plan. Pole and overhead line relocations are scheduled to be completed within 3 months after the Engineer or the Owner notifies National Grid of completion of right-of-way acquisitions.

**Verizon**

Relocation of overhead lines as shown in the attached Utility Plan. The existing poles and overhead lines are in conflict with the proposed work. Poles and lines are to be permanently relocated as shown in the attached Utility Plan. The existing poles shall be removed upon completion of relocating the lines. Overhead line relocations are scheduled to be completed within 8 weeks after written notification by the National Grid, the Engineer or the Owner that National Grid's relocation work is complete.

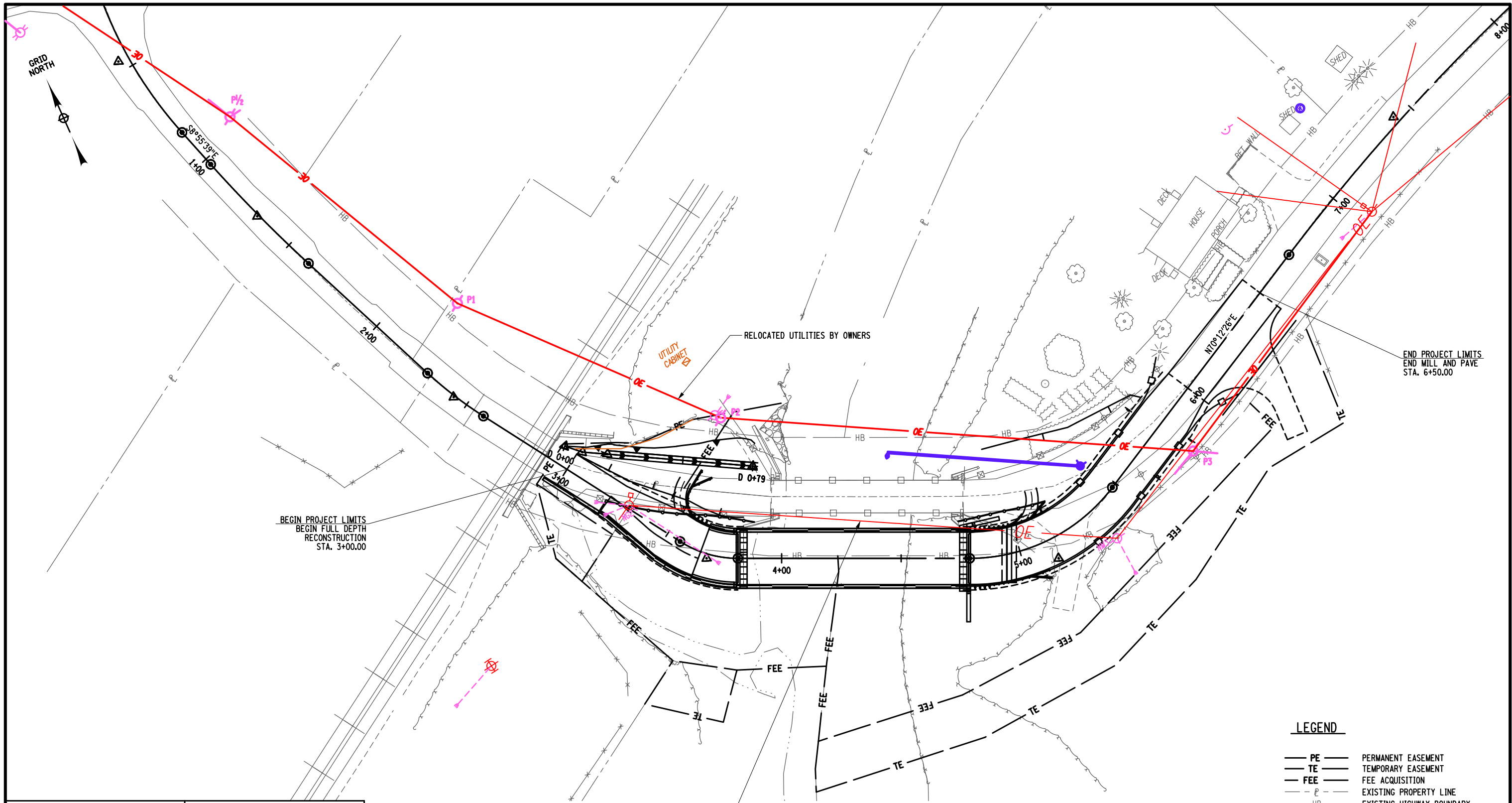
**Spectrum**

Relocation of overhead lines as shown in the attached Utility Plan. The existing poles and overhead lines are in conflict with the proposed work. Poles and lines are to be permanently relocated as shown in the attached Utility Plan. These relocations will be combined with Verizon's work and schedule to be concurrent.

In addition to the above itemized revisions, other relocations may become necessary during the construction phase as a result of more precise location data or other changes that might develop. These relocations are to be performed by the Utility owners with coordination by the Contractor.

FILE NAME = M:\18825.000 Loft Road Bridge Drawings\975519\_oph\_utpd.dgn  
 DATE/TIME = 2/27/2025  
 USER = rgenung

DESIGN SUPERVISOR L. SANDA JOB MANAGER L. SANDA DESIGN R. GENUNG DRAFTING M. VALLETTA/XXX CHECK S. FAULKNER/R. GENUNG PROJECT MANAGER L. SANDA

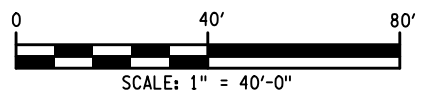


BEGIN PROJECT LIMITS  
 BEGIN FULL DEPTH  
 RECONSTRUCTION  
 STA. 3+00.00

END PROJECT LIMITS  
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 STA. 6+50.00

**LEGEND**

— PE —	PERMANENT EASEMENT
— TE —	TEMPORARY EASEMENT
— FEE —	FEE ACQUISITION
- - - P - - -	EXISTING PROPERTY LINE
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— O — O — O —	EXCAVATION PROTECTION SYSTEM



- NOTES:**
1. FOR ROADWAY DITCH PROFILE AND DETAILS SEE DWG NO GPR-2.
  2. FOR DRY HYDRANT PLAN AND DETAILS SEE DWG NO'S DRD-1 & DRD-2.

AFFIX SEAL: ON:	ALTERED BY: ON:					
<p>AS-BUILT REVISIONS          DESCRIPTION OF ALTERATIONS:</p> <table border="1"> <tr><td>LOFT ROAD</td></tr> <tr><td>OVER SCHENEVUS CREEK</td></tr> <tr><td>BRIDGE REPLACEMENT</td></tr> <tr><td>TOWN OF MARYLAND</td></tr> <tr><td>COUNTY: OTSEGO</td></tr> </table>		LOFT ROAD	OVER SCHENEVUS CREEK	BRIDGE REPLACEMENT	TOWN OF MARYLAND	COUNTY: OTSEGO
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IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



**FEDERAL AID - LOCAL PROJECTS UTILITY WORK AGREEMENT**

SPONSOR'S NAME Town of Maryland

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: 9755.19	F.A. Project No.: 9755.19
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of: Otsego
Contract No.: LD040434	
Project Description: Loft Road over Schenevus Creek Bridge Replacement	

necessitates the adjustment of utility facilities as hereinafter described, the owner, Spectrum, of said facilities herewith agrees with the Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule," and in accordance with the contract plans, specifications, proposal, amendment(s), or change order(s).

I. Existing Facilities (describe type, size, capacity, location, etc.)

Existing overhead lines presently located on town Right-of-Way as shown on the plans for the proposed transportation project are to be adjusted as follows:

Relocate overhead lines as shown on the attached Utility Plan.

for an estimated \$ 1659.68.

II. Financial Responsibility in accordance with Section 81 of the Highway Law (check appropriate boxes):

- A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- B. Subdivision 24 of Section 10 of the State Highway Law enables the Sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.
- C. Subdivision 24-b of Section 10 of the State Highway Law enables the Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations law.
- D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Highway Design Manual Chapter 13 and Highway Design Manual Appendix 13G, and with the Federal highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- 1) Contract let by the Sponsor
- 2) Contract let by the Owner, (check applicable statement)
  - a. Best Interests of Sponsor.
  - b. Owner not sufficiently staffed or equipped.
- 3) By the Owner's forces

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- 2) There is betterment described as follows:  

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- 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- 1) A Privately Owned Property Agreement executed prior to the performance of the work.
- 2) A Municipal Agreement executed prior to performance of the work.
- 3) Such other agreement as approved by NYSDOT Legal Affairs Division.

VI. References

The following documents are herewith incorporated in this agreement by reference (check appropriate boxes)

A. Federal Highway Administration's Federal-Aid Policy Guide Part 645.

B. Contract documents :

Contract number LD040434  
 Capital PIN 9755.19  
 Plan sheets No. All

C. Owner's plan sheets \_\_\_\_\_

D. Owner's estimate sheets form No. \_\_\_\_\_

E. Resolution dated \_\_\_\_\_, by \_\_\_\_\_

Granting the Sponsor authority to perform the adjustment for the owner.

Agreeing to maintain facilities adjusted via Local-let contract.

F. Certification by the owner or his agent that he has the legal authority to enter into this agreement.

<u>Thayer, Keith</u>		<u>Construction Coordinator</u>	<u>3/11/25</u>
(Print/Type Name) Owner or Agent	(Signature)	Title	Date
<u>BRAND PERKS</u>		<u>Supervisor</u>	<u>6/9/25</u>
For Sponsor		Title	Date
<u>Dave MacEwan</u>		<u>RLPL</u>	<u>7/9/2025</u>
For NYSDOT Commissioner of Transportation		Title	Date

non-reimbursable - concurrence only

**SPECIAL NOTE  
COORDINATION WITH THE UTILITY SCHEDULE**

The Contractor must coordinate his schedule of operations with the various Utility owners involved with the project and shall verify utility information found in the contract documents. Utility adjustment and/or relocations required by the various Utility owners in connection with this project include:

**National Grid**

Relocation of National Grid poles and overhead lines as shown in the attached Utility Plan. The existing poles and overhead lines are in conflict with the proposed work. Poles and lines are to be permanently relocated as shown in the attached Utility Plan. Pole and overhead line relocations are scheduled to be completed within 3 months after the Engineer or the Owner notifies National Grid of completion of right-of-way acquisitions.

**Verizon**

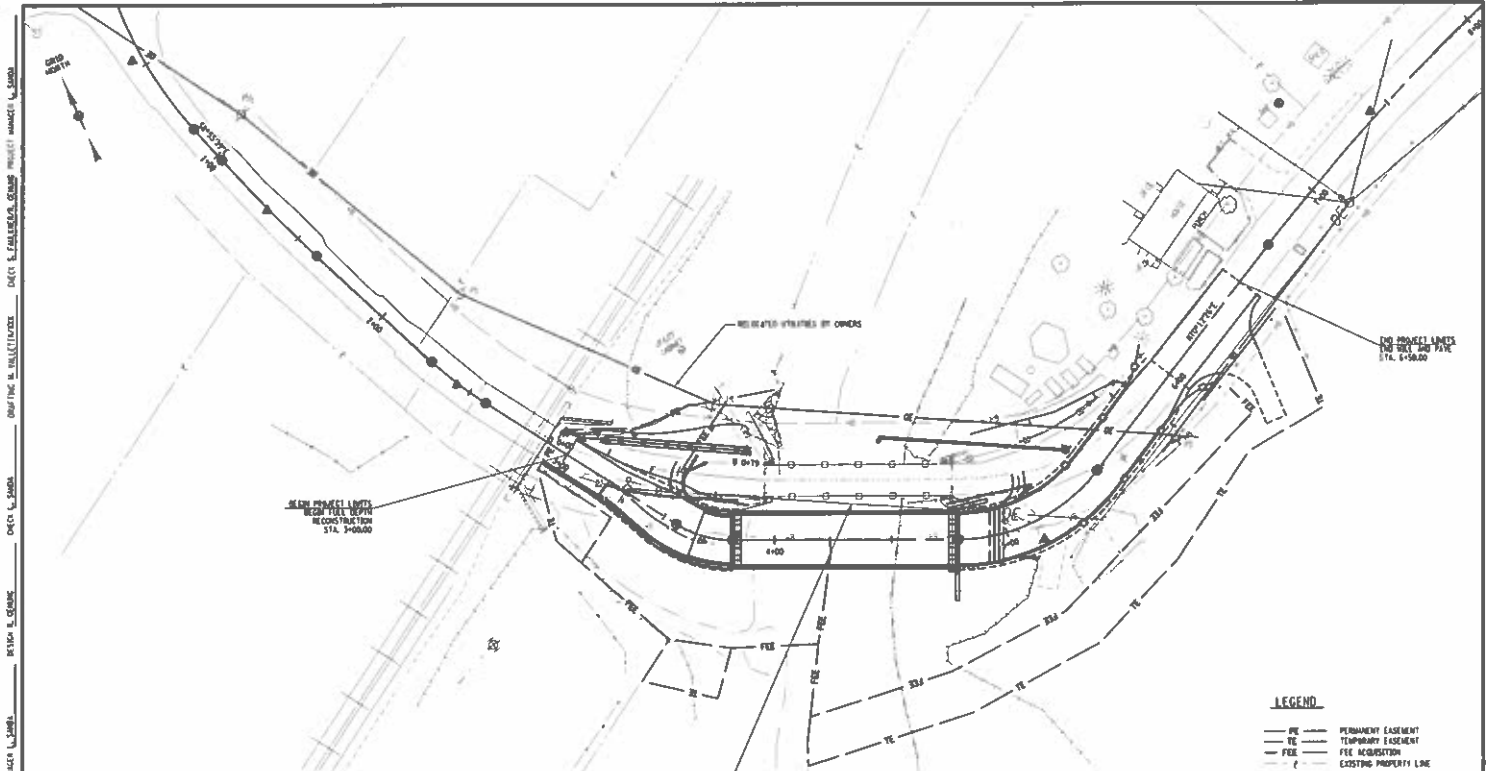
Relocation of overhead lines as shown in the attached Utility Plan. The existing poles and overhead lines are in conflict with the proposed work. Poles and lines are to be permanently relocated as shown in the attached Utility Plan. The existing poles shall be removed upon completion of relocating the lines. Overhead line relocations are scheduled to be completed within 8 weeks after written notification by the National Grid, the Engineer or the Owner that National Grid's relocation work is complete.

**Spectrum**

Relocation of overhead lines as shown in the attached Utility Plan. The existing poles and overhead lines are in conflict with the proposed work. Poles and lines are to be permanently relocated as shown in the attached Utility Plan. These relocations will be combined with Verizon's work and schedule to be concurrent.

In addition to the above itemized revisions, other relocations may become necessary during the construction phase as a result of more precise location data or other changes that might develop. These relocations are to be performed by the Utility owners with coordination by the Contractor.

FILE NAME: S:\PROJECTS\2017\2017-06-27\2017-06-27\2017-06-27.dwg  
 DATE PLOTTED: 2/27/2020  
 USER: jls  
 PLOT DEVICE: HP DesignJet 5000



OFFER SEAL:	ALTERED BY:
ON	ON

NOTES:  
 1. FOR ROADWAY DITCH PROFILE AND DETAILS SEE ONE OF CDP-2.  
 2. FOR SOIL HYDRAULIC PLAN AND DETAILS SEE ONE OF CDP-1 & CDP-2.

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	LOT ROAD	PN 9755.19	BRIDGE	COLVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	OVER SCHEMATIC CREEK		2227420			LD040434
	BRIDGE REPLACEMENT				UTILITY PLAN	DRAWING NO.
	TOWN OF HARTLAND					UTP-1
	COUNTY OF SEGO	SECTION 9				SHEET NO. 25 OF 66

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Project Description: Loft Road over Schenevus Creek Bridge Replacement	

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I. Existing Facilities (describe type, size, capacity, location, etc.)

Existing overhead lines presently located on town Right-of-Way as shown on the plans for the proposed transportation project are to be adjusted as follows:

Relocate overhead lines as shown on the attached Utility Relocation Plan.

for an estimated \$ 13,000.

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E. Resolution dated \_\_\_\_\_, by

Granting the Sponsor authority to perform the adjustment for the owner.

Agreeing to maintain facilities adjusted via Local-let contract.

F. Certification by the owner or his agent that he has the legal authority to enter into this agreement.

Elaine Scava-Harbinger Elaine Scava-Harbinger Assoc. Dir. 3/5/25  
 (Print/Type Name) Owner or Agent (Signature) Title Date

Brian Pierks [Signature] Supervisor 6/9/25  
 For Sponsor Title Date

Dave MacEwan Dave MacEwan RLPL 7/9/2025  
 For NYSDOT Commissioner of Transportation Title Date

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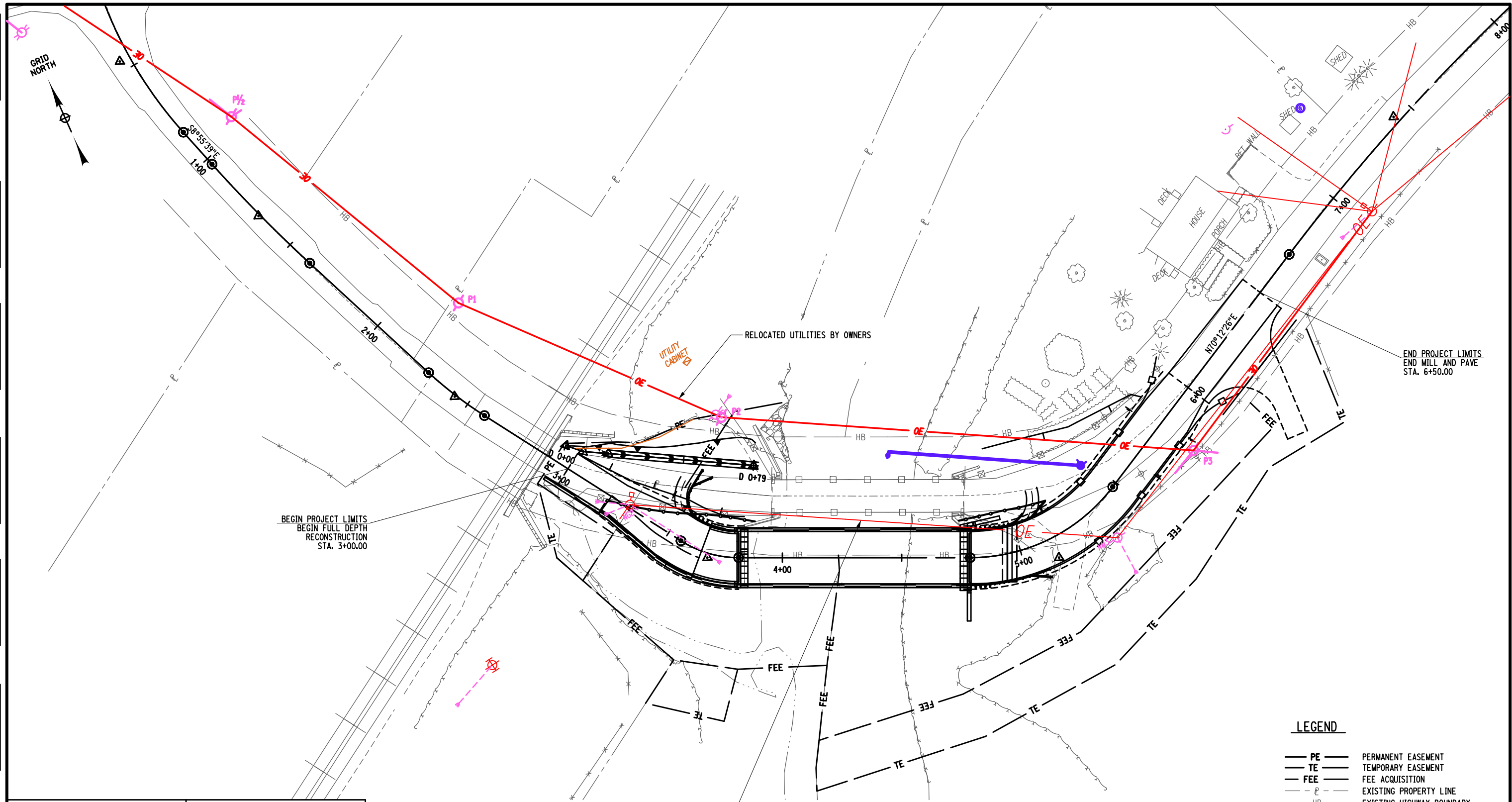
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FILE NAME = M:\18825.000 Loft Road Bridge Drawings\975519\_oph\_utpd.dgn  
 DATE/TIME = 2/27/2025  
 USER = rgenung

DESIGN SUPERVISOR L. SANDA JOB MANAGER L. SANDA DESIGN R. GENUNG DRAFTING M. VALLETTA/XXX CHECK S. FAULKNER/R. GENUNG PROJECT MANAGER L. SANDA

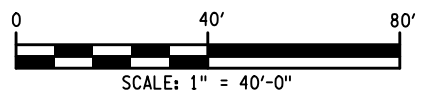


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AFFIX SEAL: ON: ALTERED BY: ON:

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	LOFT ROAD	PIN 9755.19	BRIDGES 2227620	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	UTILITY PLAN	CONTRACT NUMBER LD040434
	OVER SCHENEVUS CREEK	TOWN OF MARYLAND	REGION: 9				DRAWING NO. UTP-1
						SHEET NO. 25 OF 66	

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