§106-11

produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.

Provided one or more of the above requirements are met, the Contractor may submit a request for a waiver to the Engineer. The request shall include copies of all documentation verifying the unavailability of the material or product, and/or justification of the application for a waiver.

For Federally Aided contracts, final approval of the Buy America Waiver request will be made by the Regional Federal Highway Administration and concurred with by the Director, Construction Division. For non-Federally Aided contracts, upon final approval of the affected Department program areas, notification and approval of the Buy America Waiver request will be made by the Director, Construction Division.

The following is a list of materials or products which are exempt from the Buy America provisions, and do not require submission of a waiver request:

1. Hollow "I" shaped, steel extrusions.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107-01 LAWS, PERMITS AND LICENSES. The Contractor shall observe all Federal, State and applicable local laws and regulations. Attention is directed to the regulations of Federal and State Agencies in regard to agricultural insects and diseases. In particular, the Contractor’s attention is directed to Federal and State Department of Agriculture regulations for plant pest control which require that equipment operating in infested areas be thoroughly cleaned before moving to non-infested areas. In addition, the Contractor agrees to procure all necessary licenses and permits.

107-02 PATENTED DEVICES, MATERIALS AND PROCESSES. It is mutually understood and agreed that the contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters, patent or copyright, the Contractor shall indemnify and save harmless the State from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be performed under the contract, and shall indemnify the said State for any costs, expenses and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the work.

107-03 FEDERAL AID. In all contracts in which the Federal Government participates financially, which contracts are designated as Federal-Aid contracts the Contractor shall conform in all respects in accordance with the true intent and meaning of each and all of the requirements contained in the “Required Contract Provisions Federal Aid Construction Contracts,” a copy of which will be found incorporated in each proposal for contracts so classified. When any of such Federal Provisions may be in conflict with any other provisions of the contract the Federal Provisions shall prevail and take precedence and be of force over and against any said conflicting provisions of said contract.

107-04 SANITARY CODE. The Contractor shall comply with the provisions of the State Sanitary Code relating to camps and obtain from the local health officers permits for the construction, maintenance and operation of labor camps, if used.

107-05 SAFETY AND HEALTH REQUIREMENTS

A. General. The Contractor shall perform all work in the contract with due regard to the safety and health of the employees and of the public. The Contractor shall comply with 29 CFR 1926, Safety and Health Regulations for Construction, administered by the Federal Occupational Safety and Health Administration (OSHA) regarding the safety and protection of persons employed in construction and demolition work.
All Contractors' employees shall wear protective helmets (hard hats) and high visibility work vests or appropriate distinguishing apparel when working within the contract limits or a highway right-of-way at all times. Helmets are not required for employees within a completely enclosed cab constructed of steel frame and glass, or inside an automobile. Helmets shall meet current OSHA standards for impact, electrical shock and burn protection. Contractors' employees will be considered to include everyone on the Contractor's payroll, subcontractors, material suppliers, and other personnel on the project site under the direction of the Contractor.

The Contractor shall notify the Engineer of any inspections to be conducted on the project by OSHA, NYS Department of Labor (NYSDOL), or other safety and health agencies, of any resulting closing conference, and provide the Engineer with the opportunity to be present at such inspections and closing conference(s). The Contractor shall notify the Department in writing of the results of any safety and health inspections conducted on the project by representatives of OSHA, NYSDOL, or other safety and health agencies, within one business day of the completion of the closing conference resulting from such inspections. If any citations are issued for alleged violations of OSHA Regulations, a copy shall be provided to the Engineer within one business day of their receipt by the Contractor, and a copy of the final disposition of such citations shall also be provided to the Engineer within one business day of their receipt by the Contractor.

B. Project Safety and Health Plan. It shall be the responsibility of the Contractor to perform all necessary planning, supervision, and training activities to ensure that all of the requirements of 29 CFR 1926 are fully met for all workers employed in the construction of the contract. The Contractor shall provide to the Department prior to the start of work satisfactory evidence that all current requirements of 29 CFR 1926 will be adequately addressed. As a minimum, the Contractor shall provide a written Project Safety and Health Plan which documents the Contractor's company policy relative to safety, and which identifies and addresses specific safety and health concerns to be encountered on the project. Before the work begins and periodically throughout the project, the Contractor's project supervision staff shall meet with the Engineer to review and discuss the status of safety issues on the project. An appropriate notice shall be posted on the job site that the Project Safety and Health Plan is available for examination by any worker employed on the project. As a minimum this plan shall include the following items:

- Identification of project and company safety officers.
- Hazardous Materials Communications Plan.
- Employee Safety Training Program.
- Company safety policy.
- Procedures to address project safety and health concerns.
- Procedures for compelling worker compliance with safety and health requirements.

Certain of these items may be submitted in the format of a Company Safety and Health Program, with the Project Safety and Health Plan limited to project-specific issues.

The Contractor shall be responsible to ensure that each subcontractor employed on the project complies with this requirement. The Contractor shall provide to the Department a Project Safety and Health Plan covering all work to be done by the subcontractor prior to starting work. As an alternative, the Contractor may provide a certification that all activities performed by and workers employed by the subcontractor will be subject to the Contractor's Project Safety and Health Plan.

Submission of the required Project Safety and Health Plan by the Contractor and its acceptance by the Department shall not be construed to imply approval of any particular method or sequence for addressing safety and health concerns, or to relieve the Contractor from the responsibility to adequately protect the safety and health of all workers involved in the project as well as any members of the public who are affected by the project.

C. 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
§107-05

person shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.

D. Accident Reporting. The Contractor shall notify the Department in writing within 24 hours, with the details relative to any accident or incident occurring within the project limits involving any worker employed on the contract or delivering materials, equipment or supplies to the contract, provided:

- The accident or incident occurs within the confines of the project and;
- The accident or incident results in the death of the worker, or requires that the worker is hospitalized overnight for treatment of the injury, or:
- The accident otherwise meets the notification requirements of OSHA.

E. Imminent Danger and Emergency Actions. Any action by the Contractor that presents a potentially imminent danger of injury to the public, a worker, or the inspection staff will be halted immediately by the Engineer, and operations stopped in accordance with §105-01. The Contractor’s personnel shall have local emergency numbers readily available. These numbers shall include local utility, police/fire and medical assistance. In the event of an emergency, the Contractor shall evacuate all employees and endangered persons from the immediate vicinity to the best of the Contractor’s ability.

F. Restricted Areas. The Contractor shall identify, guard and protect restricted areas such as open and unattended excavations, areas subject to falling debris and other potentially hazardous locations in and adjacent to areas lawfully frequented by any person. Such protection shall consist of one, or a combination of, the following:

- A substantial fence or barricade, not less than 1.2m in height and mounted on satisfactory supports spaced at intervals of not more than 3m. Warning signs reading “DANGER-KEEP OUT” shall be mounted on the fence or barricade at no more than 30m intervals. The signs shall be a minimum of 600mm wide by 400mm high. The lower portion of the sign shall be white and shall bear the words “KEEP OUT” in 125mm black letters. The upper portion shall be predominantly red with 125mm white lettering spelling out the word “DANGER.” The lettering shall be enclosed by an approximately elliptical, white ring and the entire sign bordered in black. All barricades and warning signs shall be furnished, erected, relocated, maintained, and removed as required.
- A 1.2m (minimum) extension of the trench sheeting above the ground surface adjacent to an excavation.
- A substantial covering over an excavation. Where it is possible that vehicles will move over such covering, the covering shall be of sufficient strength to withstand the loading.

G. Work Site Access. The Contractor shall provide safe access to the work site by workers and inspection staff such that no active traffic lanes are routinely crossed by pedestrian workers or inspection staff reporting to and leaving the work site. Vehicles and equipment used to transport personnel to the work site shall safely enter and depart the work site.

The Contractor shall designate a safe parking area(s) for workers to park private vehicles near the project site acceptable to the Engineer. Contractor personnel shall park in non-designated parking areas within the right-of-way only with the prior approval of the Engineer.

H. Fall Protection. The Contractor shall provide fall protection for all workers, in full compliance with 29 CFR 1926, on all Department contracts. The Contractor shall include the proposed procedures to meet the fall protection requirements in the Project Safety and Health Plan.

The requirements of all applicable regulations notwithstanding, the minimum fall protection requirements on this project shall include the following:

1. Fall protection shall be provided for all workers at or above the height thresholds listed in 29 CFR 1926, Subpart L and Subpart M. All fall protection systems shall meet the
requirements of 29 CFR 1926, Subpart M. For situations where lifelines are interrupted, double lanyards shall be utilized to ensure that workers are continuously protected. One lanyard shall remain connected at all times.

2. Ladders or stairways meeting the requirements of 29 CFR 1926, Subpart X shall be provided at all points of personnel access where there is a change in elevation of 480 mm (19 in) or more, and no ramp, runway, sloped embankment or personnel hoist is provided. Climbing on forms, falsework, or the structure to gain access to work areas is expressly prohibited.

3. Where scaffolds are necessary to provide temporary access to work areas, they shall be in compliance with 29 CFR 1926, Subpart L. Scaffolds shall include a top rail, mid rail, and toe board on all open sides and ends.

4. Suspended scaffolds may be used for bridge painting or other purposes only if personnel lifts, scaffolds, or other means are not practical, and only if they meet the requirements of 29 CFR 1926, Subpart L. Specifically, the scaffold shall be secured to the suspension cables at all times. All personnel working on a suspended scaffold shall be provided fall protection using an independent anchorage.

5. All workers in personnel aerial lifts shall use a personal fall arrest system, with the lanyard attached to the boom or basket. Operation of all aerial lifts shall meet the requirements of 29 CFR 1926, Subpart L.

6. Fall protection shall be provided for all workers making initial connections on bridges at heights above 3.0 m.

7. Attachments or other temporary appurtenances on all beams and other structural elements shall be in place prior to erection or removal to provide fall protection for workers until other means of protection such as deck forms are in place. Fall protection shall consist of personal fall arrest systems, safety nets or other means. During the initial connection or removal of structural elements, workers exposed to moving members shall be required to tie off only if they are not exposed to a greater risk from the moving member. Initial connection is defined as that period during placement or removal of structural members when the member is supported by a lifting device.

8. Where an individual worker must rig the fall protection system, and it cannot be accomplished from an aerial lift or by tying-off to the existing structure, momentary exposure to a fall hazard may be unavoidable. The Contractor shall plan construction procedures to minimize occurrences of unprotected exposure to fall hazards. Fall protection systems utilized shall enhance safety rather than create a secondary hazard.

9. Fall protection shall be provided for impalement hazards, including all locations where there is a risk of a fall onto dangerous equipment, regardless of height.

I. Working Over Water. The danger of drowning shall be considered to exist where water depths exceed 1.5m, or water is subject to sudden fluctuations to a depth exceeding 1.5m. The risk of drowning may also exist where water depths as little as 0.6m are combined with swift currents, or a fall into the water may result in a person being rendered unconscious or otherwise disabled. Working on top of ice shall be considered as working over water. Where over water and passive fall protection (nets, railings, etc) are not supplied, the risk of drowning exists. Where practical, workers should not work alone in situations where a risk of drowning exists.

Any worker who is exposed to the risk of drowning shall wear a U.S. Coast Guard approved personal flotation device at all times. When any personnel are exposed to the risk of drowning, the following shall be in place prior to that exposure:

- A boat or skiff for emergency rescue operations, equipped with paddles or oars, a ring buoy or other life preserver, and a reach extension device. The boat shall be unlocked and available for immediate use at all times.
- One or more ring buoys with a minimum of 30m of line attached, placed at a maximum interval of 60m along the work site shoreline.
§107-05

J. Electrical Safety. Electrical safety policy and procedures are based on the New York State High Voltage Proximity Act and 29 CFR 1926. They apply to all operations that could cause employees or the vehicles or equipment they are operating to come into contact with ("direct contact") or enter into dangerous proximity to ("indirect contact") energized electrical systems. Electrical systems shall be assumed to be energized high voltage until verified otherwise by the Utility. The Contractor shall identify and reference all potential electrical hazards and document such actions to the Engineer as part of the Project Safety and Health Plan.

Pursuant to the High Voltage Proximity Act, for all electrical systems carrying 600 volts or more, the Contractor shall:

- Notify the Utility at least 5 working days before any work begins which requires the Utility to identify voltages and clearances, or de-energize, insulate or relocate lines.
- Ensure employees are not placed in dangerous proximity to high voltage. Dangerous proximity is defined as within 3.05 m (10ft) for voltages up to 50 kilovolts, and an additional 0.1m for every 10 kilovolts over 50 kilovolts. Dangerous proximity applies to the individual and any conductive object.
- Inform employees of the hazards and corresponding precautions when working near high voltage.
- Post warning decals on equipment regarding 3.05 m (10ft) minimum clearance.
- Ensure that when any equipment operator is unable to assess clearances, a "spotter" observes for clearance and directs the operator.

Prior to the start of work where contact with energized electrical systems is possible, the Contractor shall identify existing facilities and reference their location to prominent physical features. In advance of work, the Utility shall be called upon to identify energized facilities, and to determine the need to de-energize, insulate, or otherwise protect the facilities against accidental contact. The actual work of protecting facilities will be carried out by the Utility. Facility relocation or protection provided at the request of the Department will be as described in the contract documents. Protection provided for the benefit, or at the request, of the Contractor shall be the financial responsibility of the Contractor.

Energized electrical lines or equipment shall be conspicuously marked and workers shall be reminded of their locations and the safeguards and precautions to be taken prior to beginning any nearby work that may cause the workers to approach electrical lines. New employees shall be informed of electrical hazards and proper precautions and procedures.

1. Paving Operations. Prior to the start of each workday high visibility markers or other devices approved by the Engineer shall be placed to mark the location of all overhead wires, including, but not limited to electrical, telephone and cable television. As an alternative, the pavement beneath overhead lines may be marked with spray paint or by other means approved by the Engineer. This requirement shall also apply to off-site areas used for contract purposes. The Contractor shall periodically patrol the worksite to ensure that the markings are in place and shall replace any that are missing and shall maintain all markings in good condition.

2. Aerial Lifts, Lifting Equipment, Boom Devices. Where there is potential for proximity or contact with energized lines or equipment, work shall not begin until a safety meeting is conducted and appropriate steps are taken to identify, mark, and warn against accidental contact.

3. Tree Work. Branches touching wires shall be removed by the Utility before work begins. Limbs and branches shall not be dropped onto overhead wires. If limbs or branches fall across electrical wires, work shall stop immediately and the Utility shall be notified. Workers shall be equipped with appropriate personal protective gear for working near electricity.
4. Building Electrical Work. Employees working on electrical systems for buildings shall be knowledgeable about and shall employ, when appropriate, OSHA Lock-Out/Tag-Out procedures to prevent exposure to unguarded electrical systems.

K. Histoplasmosis. Histoplasmosis is a fungal infection caused by a soil organism found in large masses of bird or bat droppings, and is a potential health hazard in areas where birds or bats have nested for long periods. Such conditions are often found on bridge structures, in barns, farm buildings and cold storage facilities, areas with small amounts of dried droppings pose minimal hazard. Airborne material may enter the body by inhalation or ingestion.

Prior to work in any area where birds or bats nest, the Contractor shall conduct a thorough inspection to determine if, and to what extent there is a build-up of droppings. Workers conducting an inspection shall be equipped with personal protective equipment, which include gloves, rubber boots, rain suit components, goggles and a dust/nuisance respirator. Questions regarding proper equipment for this activity shall be directed to the Engineer.

If substantial material is found, the Contract shall clean the work area using a high powered water hose or by scraping. If the material is to be scraped away, it shall be kept wet during the entire process. Workers engaged in cleaning activity shall wear personal protective equipment specified above. Application of a cleaning agent (bleach, for example), before removal may help dissolve the material, and a disinfector shall be applied to cleaned surfaces. Compressed air shall not be used to remove pigeon droppings because it produces airborne particles.

When cleaning has been successfully completed, the personal protective equipment specified above is no longer required. Employees engaged in cleaning, or any other activity which involves exposure to pigeon droppings, shall observe a high degree of personal hygiene, even if the exposure is casual. Special care shall be taken to wash hands thoroughly before eating or smoking.


1. Asbestos. Asbestos abatement contractors, workers, and asbestos removal procedures shall be appropriately licensed or certified by the NYS Department of Labor (NYSDOL). The asbestos abatement contractor will perform all removal and disposal of asbestos-containing material. The Contractor shall verify that a disposal site for the asbestos-containing material is available before work starts. Prior to removal and disposal work, the Contractor shall supply the Engineer with proof that:
   - The firm performing the work has a valid asbestos-handling license.
   - The firm's insurance coverage consists of an asbestos specific-occurrence type policy with no deductible or sunset clause.
   - Its abatement project supervisor is a NYSDOL certified asbestos project supervisor.
   - All employees engaged in the work are properly certified and have current physical examinations and respirator fit tests.
   - Proper notification of work beginning on the asbestos project has been given to NYSDOL and the United States Environmental Protection Agency (USEPA).

After work is completed, the Contractor shall provide the Engineer with:
   - Written certification ("Waste Shipment Record") that the material was disposed of in an approved waste disposal site. The certification shall include the name and address of the waste disposal site or sites used.
   - Two (2) copies of Daily Logs, Visitor's Logs, OSHA Air Monitoring Records, and NYSDOL compliance air monitoring records.

2. Lead Safety and Health. The Contractor shall provide worker lead protection in accordance with 29 CFR 1926.62. Additional requirements including Hazard Communication (29 CFR 1926.59), Safety Training (29 CFR 1926.21), and other OSHA standards shall be met as applicable.
§107-05

The Contractor shall provide to the Engineer a written lead compliance program as a component of the Project Safety and Health Plan in full compliance with all aspects of 29 CFR 1926.62. As a minimum, it shall address the specific issues listed in 29 CFR 1926.62 (e)(2), provide detailed information describing the training and experience of the competent person who will supervise the compliance program on site, provide a description of procedures to monitor worker exposures to lead and provide the proposed medical monitoring program. If respirators are to be used to protect workers from lead exposure, a written respirator program shall be provided. In addition, the Contractor's written Hazard Communication program and worker lead training program shall be included.

Specific operations that would likely result in worker exposure to lead include, but are not limited to:
- Removal of lead based paint coatings by abrasive blasting or other procedures.
- Cleanup and removal of paint debris.
- Cleanup, relocation, and dismantling of paint removal containment structures.
- Flame cutting, heating, or welding of steel coated with lead-based paint.
- Removal of bolts or rivets coated with lead-based paint.
- Any other operations that may dislodge existing coatings of lead-based paint, or subject them to abrasion or elevated temperatures.

The Contractor shall identify and implement engineering and work practice controls to reduce worker exposure to lead to a level at or below the Permissible Exposure Level (PEL). The use of respirators and protective clothing shall be used to supplement engineering and work practice controls, if necessary, to protect workers from exposures above the PEL. Sole reliance on respirators or protective clothing to protect workers from exposures above the PEL, without first implementing feasible engineering and work practice controls, shall not be permitted except for initial assessment of exposure levels as described in 29 CFR 1926.62 (d). The removal of lead-based paint from structural steel shall be required prior to heating, welding, or flame cutting to reduce worker exposure below the PEL. In cases where the Contractor can clearly demonstrate through exposure monitoring that other work practices and engineering controls, under the oversight of a certified industrial hygienist, can effectively maintain actual worker exposure below the permissible exposure level, exceptions to this requirement may be granted by the Engineer.

The Contractor shall provide to the Engineer copies of documentation, as they are completed, to demonstrate full compliance with 29 CFR 1926.62. These records shall include, as applicable, the completed worker lead training, completed respirator programs, air monitoring results, exposure monitoring results, worker medical monitoring results, and other such records as are necessary to document compliance with the standard.

3. Equipment Involving Radioactive Materials. The use of equipment involving radioactive materials, including but not limited to nuclear density gauges, shall adhere to all applicable regulations, including U.S. Nuclear Regulatory Commission regulations, related USDOT regulations concerning transportation of radioactive materials, and 12 NYCRR 38. Fourteen (14) days prior to the start of any work involving such equipment, the Contractor shall submit to the Engineer a written Radiation Safety Plan. The plan shall address in detail transportation and storage of the equipment and operating and emergency procedures. It shall provide the name and address of the Contractor's Radiation Safety Officer. A copy of the owner’s license to possess the radiation source, issued by the NYSDOL, shall also be provided. All operators of the equipment shall be certified by a gauge manufacturer as to having completed training on the safe use of the equipment. A copy of the certification shall be provided to the Engineer for each operator prior to their work on the project.

M. Demolition of Buildings and Structures. Demolition work shall not be performed by the use of explosives unless approved by the Regional Director.
N. Drilling and Blasting. A project meeting relative to the method, manner and procedure of blasting operations shall be held at the site with the Engineer, the Contractor, the project blaster and representatives of all interested agencies including a Departmental Engineering Geologist, prior to the commencement of drilling and blasting operations.

Whenever explosives are used, they shall be of such character and strength and in such amounts as permitted by state and local laws and ordinances and all respective agencies having jurisdiction over them. The right is reserved for the Engineer and those agencies to specify the maximum size of the charges. Blasting shall be done only at such time as the Engineer and those agencies shall approve and under such restrictions as they may impose.

The Contractor shall employ only experienced supervisors and workers in the handling, loading and firing of the explosives. The Contractor’s attention is directed to the requirements of 12 NYCRR 39 and the State Labor Law, which shall provide for the possession, handling, storage and transportation of all explosives used at the site.

O. Equipment Safety Procedures (Vehicle Operations, etc). The following provisions shall apply to all work on the project, including but not limited to, the activities of all subcontractors, Manufacturers, Fabricators, Material Suppliers, independent truckers and owner-operators. The Contractor shall include the proposed equipment safety procedures in the Project Safety and Health Plan.

• A spotter shall guide the backing of any vehicle or equipment with restricted visibility to the rear. This rule applies in any location where workers on foot, pedestrians, private vehicles or similar hazards may be present.
• If the operator loses visual contact, the vehicle shall immediately be brought to a full stop until visual contact with the spotter is reestablished.
• Dump truck boxes may be raised only under the control of a spotter, unless the vehicle is in an area clearly marked to be free of overhead wires and safe for dumping.
• Dump truck boxes shall be lowered prior to moving, except when dumping into a paver or similar operations, under the control of a spotter.
• All excavating, lifting and similar equipment shall comply with electrical safety requirements, and shall operate under the control of a spotter whenever working within 5m of an overhead line. The distance shall be measured as a slope distance perpendicular from the conductor to the nearest point on the vehicle.
• Any operator found in violation of the above rules by the Engineer or his/her representative will be removed from the project immediately, and will not be allowed to work on any Department project for a minimum of one (1) year.

P. Lifting. The following shall apply for all lifting operations with a lift weight exceeding one metric ton (1,000kg) in addition to all provisions required in the Steel Construction Manual and the Prestressed Concrete Construction Manual. This paragraph does not pertain to lifting details covered under Section 585-Structural Lifting Operations.

1. Competent Person. The Contractor shall designate one person, who is competent in lifting operations and is approved by the Engineer, to be completely in charge of a lifting operation. In general, Competent Person shall mean one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. The Competent Person shall have the authority to take an unsafe piece of equipment out of service until the hazard is eliminated. The Competent Person shall be knowledgeable about lifting equipment and equipment operations, Manufacturer’s specifications and recommendations, and have a thorough knowledge of the requirements, regulations and standards governing his/her duties.

The Competent Person shall inspect all lift equipment prior to and during usage to make
sure the equipment is in a safe operating condition. The Competent Person shall be on site during all lift operations.

2. Lifting Equipment. Lift equipment having a maximum rated lifting capacity exceeding one metric ton shall have Manufacturer’s durable load rating charts with legible letters and figures and they shall be attached to the equipment in a location accessible to the operator while at the controls. The charts shall contain a full range of load ratings at all stated operating radii. The charts shall also note conditions such as outriggers, counter weights, and work area, i.e., over side, over front, or over rear of equipment. If the Manufacturer’s charts are not available, charts stamped and signed by a currently registered New York State licensed Professional Engineer may be utilized.

The margin of stability for determination of load ratings, with booms of stipulated lengths at stipulated working radii, shall be established at 85 percent of the tipping load. Where structural competence governs lifting performance, the load will be limited such that no structural member is over stressed.

Lift equipment shall have the following safety devices:

a. Load and radius measuring device pre-programmed to continuously relate the measured data to the load radius chart as a direct reading of load or percentage of the rated load, and connected to a warning light and an acoustical signal located at the operator’s position or in the cab to indicate overload.

b. Where electrically powered, a deadman control on control levers in the cab or operator’s station.

c. An effective audible warning and operating signal on the outside of the cab to warn of backing or swinging operations.

d. Boom stops and boom hoist safety shutoffs, however boom stops shall not be required for telescoping booms.

e. An indicator for leveling the crane.

Lift equipment with non-operational safety devices, no safety devices, and all equipment lifting over a railroad shall be operated at a level not to exceed 78 percent of the Manufacturer’s load charts. This results in the operational capacity limited to sixty-six and two-thirds percent (66 2/3 %) of the tipping load or a minimum lifting capacity of one hundred-fifty percent (150%) of the lift weight. This equipment shall have a separate load chart prepared and stamped by a currently registered New York State licensed Professional Engineer. The load chart shall be labeled “78% of Manufacturer’s Load Chart” and it shall be attached to the equipment.

Lift Equipment with operational safety devices that is operating from a barge shall utilize Manufacturer’s load charts that are established specifically for operating from a barge. Lift Equipment on barges with non-operational safety devices or no safety devices shall operate at 78 percent of the Manufacturer’s load chart for working on barges. This equipment shall have a separate load chart prepared and stamped by a currently registered New York State licensed Professional Engineer. The load chart shall be labeled “78% of Manufacturer’s Load Chart for Equipment on Barges.”

3. Pre-Lift Meeting. A pre-lift meeting will be required for projects that require erection drawings or demolition plans to be submitted. The Competent Person, and other appropriate contractor staff, shall attend the pre-lift meeting with the Engineer, as well as representatives from the utilities and railroads if deemed applicable, one week before lifting operations are to be performed. The meeting shall include but not be limited to: the review of site conditions, erection or demolition plans, lift loads vs lift equipment capacity, obstructions, utilities, traffic concerns, and the roles of Department and Contractor personnel.
4. **Lift Plan.** Where required by the specifications and in accordance with the Steel Construction Manual and Prestressed Concrete Construction Manual, the contractor shall submit erection drawings or demolition plans to the Engineer, 30 days prior to the commencement of erection or demolition work, for review by the Department and any railroad or public agency affected by the proposed procedure. If the approved lift plan was prepared and signed by a Professional Engineer, any and all alterations or modifications shall be signed and stamped by a currently registered New York State licensed Professional Engineer. Alterations or modifications shall be submitted to the Engineer for approval.

Structural elements shown on shop drawings and erection drawings may have units expressed in both metric and English units, however metric units shall be the controlling units.

As a minimum, the information in the submittal for a lift plan shall include the following:

a. Plan of the work area showing support structures, roads, railroad tracks, canals, streams, utilities and any other information relative to erection.
b. Lift radii and pin locations.
c. Length of boom.
d. Counterweight size and location.
e. Lift configuration(s).
f. Location of trucks for delivery or removal of materials.
g. Restrictions on swing radii.
h. Sectional views of all lifts where electrical facilities are within a 5 meter radius of any part of the lifting equipment or object being lifted.
i. Wind restrictions if they are a requirement of the Manufacturer’s lifting notes.
j. All lifting devices shown on the drawing will be accompanied by catalog cuts.
k. All pertinent rigging with dimensions.
l. Equipment such as rigging, beam clamps, jibs, swing-away, super-lifts, additional blocks, check plates, headache balls, and additional cables at the time of the lift shall be included as part of the load and shall be indicated as such.
m. Position of outriggers and outrigger supports.
n. The outside dimension of tracks for track mounted lifting equipment.
o. Parts of line for hook block.
p. A comparison of total lift weight vs lifting equipment capacity for the pick radius.
q. Maintenance and protection of traffic provisions specifically required for the lift.

5. **Lift Operations.** The Competent Person shall be present for all lifting operations.

When the lifting operation imparts loads on a structure, false work or utility, or when there is a two crane lift, or when a slider beam is used, the Contractor shall submit calculations which show that the proposed operation is safe and/or that the operation will not cause an overstress condition. The calculations and any supporting drawings or other information shall be stamped and signed by a currently registered New York State licensed Professional Engineer.

If a crane is utilized in a lifting operation, the operator shall present to the Engineer a valid New York State Certificate of Competence to operate a crane. If there are any other local crane license requirements, they too shall be presented to the Engineer. In addition, a copy of the annual inspection report of the crane shall be readily available and provided upon the Engineer’s request.

Any discrepancies between the Lift Plan and the actual lift conditions shall be reported immediately to the Competent Person in charge of the lift operations and to the Engineer. The operation shall not proceed until all issues are resolved to the satisfaction of the Engineer.

Q. **Confined Spaces.** Confined spaces are defined as any space having limited means of
§107-05

egress, which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined spaces include, but are not limited to: sanitary sewers, sanitary manholes and structures, drainage lines and drainage structures, underground utility vaults, enclosed bridge beams and heated enclosures. All personnel required to enter confined spaces shall be instructed as to the nature of the hazards, the necessary precautions and in the use of protective and emergency equipment required.

Fuel-fired heated enclosures are frequently constructed to provide the requirements for winter concrete placement or similar operations. The Contractor shall provide adequate ventilation to maintain acceptable air quality or conduct air quality monitoring when heaters are or have been operating prior to personnel entry. If acceptable air quality cannot be verified, then appropriate respirators shall be worn. No worker shall enter a confined, heated space unless that space can be ventilated or the worker removed from outside the enclosure if the worker is overcome by fumes. Particularly during off-shift hours, no worker shall enter an unventilated, heated enclosure unless another worker is present immediately outside the enclosure. All unnecessary combustibles and debris shall be removed from the enclosure and escape exits shall be provided so workers can escape safely if a fire starts, prior to heating.

R. Fire and Explosion Prevention. The Contractor shall ensure that combustibles do not accumulate. Flammable materials shall be handled and stored as required by OSHA regulations. "No Smoking" signs shall be posted and enforced wherever flammable materials are stored or used. Fire extinguishers shall be provided and maintained throughout the job site, in accordance with the requirements of 29 CFR 1926, Subpart F. Fires will be considered, as a minimum, a near-miss accident, and therefore shall be reported in accordance with existing reporting requirements.

During refueling, all possible sources of ignition, including, but not limited to sparks, open flames and electrical equipment shall be eliminated. Fuel containers shall be grounded to the tank to prevent static electrical sparks. A "No Smoking or Open Flame" sign shall be posted conspicuously in the vicinity of refueling operations.

Cutting and welding equipment shall be stored according to recognized safety standards. Any defective tanks or equipment shall be removed to a safe storage area immediately until repairs are made. When cutting or burning is underway, steps shall be taken to ensure that sparks do not ignite combustibles.

S. Pavement Striping. The Contractor’s striping safety procedures shall be spelled out, as appropriate, in the Project Safety and Health Plan. For polyester striping operations, specific procedures for the safe handling and storage of MEKP (organic peroxides) shall be addressed in the Contractor’s project safety and health plan. The equipment shall be carefully inspected by a person knowledgeable about striping operations and trained on safe operating and emergency procedures prior to the start of work to ensure safety features are in place. All appropriate Material Safety Data Sheets and safety operations manuals shall be present in the cab of the striping at all times. All required placards and warnings shall be in place and clearly legible at all times.

107-06 INSURANCE. The Contractor shall procure and maintain at its own expense and without expense to the State, until final acceptance by the State, of the work covered by the contract, insurance for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do such business in the State covering all operations under the contract whether performed by it or its subcontractors. Before commencing the work the Contractor shall furnish to the Commissioner a certificate or certificates of insurance in form satisfactory to the Commissioner showing that it has complied with this paragraph, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Commissioner. All policies supplied under the provisions of this Section shall be endorsed to provide for the above 30 day written notice of cancellation or change provisions. The types of insurance are as follows:
A. Workers' Compensation Insurance. A policy covering the obligations of the Contractor in accordance with the provisions of the Workers’ Compensation Law, covering all operations under the contract, whether performed by it or its subcontractor and also under the Disability Benefits Law. The contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation and disability benefits coverage for the benefit of, and keep insured during the life of said contract, such employees in compliance with the provisions of the Workers’ Compensation Law (State Finance Law §142).

B. Liability and Property Damage Insurance. Policies following the 1986 ISO formats shall be provided. Unless otherwise specifically required by special provision, each policy shall not be amended or contain deductible clauses or coverage exclusions of any nature and shall have limits not less than:

1986 Insurance Services Office format:

**Bodily Injury and Property Damage Liability Combined Single Limit**

<table>
<thead>
<tr>
<th>Each Occurrence</th>
<th>Aggregate</th>
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<tbody>
<tr>
<td>$1,000,000</td>
<td>$2,000,000</td>
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For all damages arising during the policy period, insurance shall be furnished in the types (1.) through (5.) as described below. An umbrella type policy, dedicated to this contract, may be used to meet these limits:

1. **a.** Contractor’s Liability Insurance issued to and covering the liability for damages imposed by law upon the CONTRACTOR with respect to all work performed by it under the agreement;

   **b.** Contractor’s Liability Insurance issued to and covering the liability for damages imposed by law upon EACH SUBCONTRACTOR with respect to all work performed by said subcontractor under the agreement;

2. Contractor’s Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work under the agreement performed for the Contractor by subcontractors;

3. Completed Operations’ Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor and each subcontractor arising between the date of final cessation of the work and the date of final acceptance thereof, out of that part of the work performed by each;

4. Protective Liability Insurance issued to and covering the liability for damages imposed by law upon The People of the State of New York, the State of New York, and the Commissioner of Transportation and all employees of the Commissioner of Transportation both officially and personally, any municipality in which the work is being performed, and/or any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees, with respect to all operations under the agreement by the Contractor or its subcontractors, including omissions and supervisory acts of the State, municipality, public benefit corporation or consultant. Specifically, this includes, but is not necessarily limited to the **PARTIES LISTED IN THE PROPOSAL**

Failure to list a firm, organization or municipality, etc. does not eliminate the requirement to provide such coverage.
§107-06

If the Contractor elects to use the same policy for more than one project, it must provide with the insurance certificate the Aggregate Limits of Insurance (per project) Endorsement indicating the specific project site and contract number;

5. Commercial General Liability (Premises, Existence, Hazard) Insurance (formerly called Owner’s, Landlord’s and Tenant’s Liability Insurance) issued to and covering the liability for damages imposed by law upon the People of the State of New York, the State of New York and the Commissioner of Transportation and all employees of the Commissioner of Transportation both officially and personally, any municipality in which the work is being performed, and/or any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees, with respect to temporarily opening any portion of the State construction project under this agreement, until the construction or reconstruction pursuant to the agreement has been accepted by the State. Specifically, this includes, but is not necessarily limited to the

PARTIES LISTED IN THE PROPOSAL

Failure to list a firm, organization or municipality, etc. does not eliminate the requirement to provide such coverage. This coverage will not be required for contracts involving only turf establishment, landscaping, or traffic signals, which do not involve work on the roadway.

6. Automobile Liability and Property Damage Insurance. A policy covering the use in connection with the work covered by the Contract Documents of all owned, non-owned and hired vehicles bearing, or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear license plates.

107-07 PROTECTION OF UNDERGROUND FACILITIES. All costs associated with verification of the location of underground facilities pursuant to 16 NYCCR 753, Protection of Underground Facilities, as amended, shall be included in the prices bid for the respective contract items involved unless separate payment is otherwise provided for in the contract. The Contractor shall provide access to Public Service Commission personnel to examine and inspect excavation and demolition methods used within 4.5m (15 feet) in any direction of any underground facility.

A. One-Call. Pursuant to 16 NYCCR 753, Protection of Underground Facilities, prior to non-emergency excavation, subsurface exploration of any kind, or installation below existing grade, including, but not limited to; digging, auguring, backfilling, boring, drilling, excavation, grading, jackhammering, pipe jacking, pavement milling, pile driving, plowing in, pulling in, sawcutting, tree root removal, trenching, tunneling and the installation of guideway posts, sign posts, fence posts or underground conduit, the One-Call notification system shall be notified of the date and location of the proposed work. The Contractor shall contact the One-Call notification system serving the area a minimum of 2 days and a maximum of 10 days, not including the date of the call, prior to work. The Contractor shall mark proposed locations of excavation, or other activity listed above, with white paint, white stakes or other indications as agreed to by the Utilities to facilitate the work of underground utility designation. Utilities that do not belong to the One-Call notification system shall be contacted separately. The Town, City or County may be contacted to obtain a list of Utilities. If additional work is required, and staking, marking or other designation has been lost, the Contractor shall contact the One-Call notification system for subsequent designation. If an underground facility has been designated, but the Contractor cannot physically locate the facility, the Utility shall be notified, so that the designation can be verified. If an unmarked or unknown facility is discovered during the course of the Contractor’s operations, the Utility or suspected Utility shall be notified. If the owner cannot be determined, the One-Call notification system shall be notified. The Contractor shall support and protect from damage all exposed underground
facilities. The Contractor shall notify the Engineer of any accidental contact with or potential damage to any underground facility, regardless of whether the damage is visible or not.

The Contractor shall provide to the Engineer, in writing, the information provided to the One-Call notification system, or the Utility if it is not a One-Call notification system member, and the control number issued for each call placed to request designation of underground facilities. The Contractor shall protect and preserve designations until no longer required for safe work near the underground facility.

The Contractor shall identify and provide to all work site supervisors and equipment operators, a list of emergency phone numbers for each Utility having facilities within the project limits. Supervisors shall periodically review the location of underground facilities with all workers who are subject to exposure, including new employees. If the Contractor fails to notify the One-Call notification system or a non-member Utility prior to excavation or activity listed above, a Stop Work Order will be issued in accordance with the provisions of §105-01. Prior to lifting the Stop Work Order, the Department will consider convening a show cause meeting, at its convenience, to consider possible worker dismissal in accordance with §105-08 or contract termination in accordance with Article 11 of the Standard Agreement.

B. Verification. Pursuant to 16 NYCRR 753, Protection of Underground Facilities, the Contractor shall verify precise location, size, depth and direction of run of an underground facility or its encasement, by hand shovel or vacuum excavation, prior to the use of powered equipment or the installation of any proposed work, including the projected line of a trenchless installation such as boring or drilling, within the tolerance zone. Powered equipment may be used to remove pavement or masonry within the tolerance zone, but only to the depth of such pavement or masonry. Powered equipment shall not be used within 100 mm of the verified location of an underground facility.

C. Contact or Damage. Pursuant to 16 NYCRR 753, Protection of Underground Facilities, the Contractor shall, in the event of contact or damage to an underground facility, immediately notify the Utility and the Engineer, suspend excavation or demolition in the immediate vicinity of the contacted or damaged facility and take such emergency actions as are warranted to protect all endangered persons to the best of its ability.

D. Pressure Pipes. Pressure pipes shall not be pressurized without being adequately restrained against movement, and no personnel shall be allowed in a trench or area containing a pressure pipe during initial pressurization until the pipe has been fully pressurized. Particular attention shall be paid to fittings and bends that create a thrust, which, if improperly restrained, may cause the pipe joints to separate and injure nearby personnel.

107-08 PRESERVATION OF PROPERTY. It is the intent of this specification that the Contractor protect and preserve all public and private property including all existing vegetation, existing landscape features and monuments within, along and adjacent to the highway right-of-way. The Contractor shall use every precaution necessary and perform the work as specified, in a manner approved by the Engineer, to prevent damage, injury, pollution or destruction; shall protect all trees and other woody plants which are to remain; shall take special care to protect the natural vegetation and surroundings including all natural drainageways, ponds, lakes, swamps, woods and fields, shall store materials in such a manner as to prevent leaching which would be injurious to soils and to plants; shall repair all injuries to woody plants, which are to remain, by approved horticultural methods; and shall scartify the compacted soil and regrade as directed to restore the property to a natural condition.

The Contractor shall also use suitable precaution necessary to prevent damage to pipes, conduits and other underground structures, and protect carefully from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.
§107-08

Where the soil over the root area of trees to be preserved has been compacted, it shall be restored by proper cultivation as directed by the Engineer to a condition to permit the entrance of water and the proper aeration of roots.

107-09 DAMAGE. All damage, direct or indirect, of whatever nature resulting from the performance of the work or resulting to the work during its progress from whatever cause, including omissions and supervisory acts of the State, shall be borne and sustained by the Contractor, and all work shall be solely at its risk until it has been finally inspected and accepted by the State except that:

A. Damage by Public Traffic. Payment shall be made to the Contractor for repair or replacement of any permanent element of the highway which is completed to the stage of serving its intended function and is subsequently damaged by accident by public traffic. The Contractor must supply satisfactory evidence that such damage was caused by a public traffic accident and not by vandalism or by the Contractor’s equipment. Satisfactory evidence shall generally be limited to: accident reports filed with the Motor Vehicle Department, police agencies or insurance companies; statements by reliable, unbiased eye witnesses; identification of the vehicle involved in the accident. Physical evidence that the damage was caused by a motor vehicle (such as tire marks or broken headlight glass) will not be sufficient unless it can be shown that the damage was not caused by the Contractor’s vehicles or by vandalism.

Work for which there is a bid item will be paid for at the unit price for that item. Work for which there is no bid item will be paid for at an agreed price or by means of force account. Payment will not be made for repair or replacement in any way connected with untimely failure of any portion of the highway under public traffic, and the determination regarding this matter shall be made by the Regional Director, taking into consideration the normal life and the amount of normal wear of the element involved. This provision does not relieve the Contractor of the responsibility of maintenance and protection of traffic for the contract or the responsibility of having a wholly complete and acceptable job at the time of final inspection and acceptance of the entire contract. Payment for such damage shall be made only after the Contractor has demonstrated to the satisfaction of the Regional Director that he had made every reasonable effort to collect the costs from the person or persons responsible for damage.

The Contractor shall not be responsible for damages resulting from faulty designs as shown by the plans and specifications nor the damages resulting from willful acts of Department officials or employees and nothing in this paragraph or contract shall create or give to third parties any claim or right of action against the Contractor or State beyond such as may legally exist irrespective of this paragraph or contract.

B. Damage by Occurrence. In the event that damage to the work in progress is caused by a flood, drought, tidal wave, fire, hurricane, earthquake, windstorm or other storm, landslide or other catastrophe which constitutes an “Occurrence”, as hereinafter defined, and to the extent that such damage has been determined by the Department to be beyond that which may be anticipated from heavy storms, and also to the extent that such damage is not reimbursable by insurance carried by the Contractor, the Contractor may apply in writing to the Commissioner for the State to pay or participate in the cost of repairing the damage to the work from such cause or, in lieu thereof, and at the sole discretion of the Department, terminate the contract and relieve the Contractor of further obligation to perform the work, subject to the following:

1. Occurrence. “Occurrence” shall include only those floods, droughts, tidal waves, fires, hurricanes, earthquakes, windstorms or other storms, landslides or other catastrophes when such occurrences or conditions and effects have been proclaimed a disaster or state of emergency by the President of the United States, or the Governor of New York State, or the Federal Highway Administrator, or the chief executive of a county or city unless such damage is caused by the Contractor’s action or inaction or the Contractor’s means and methods of
2. Application by Contractor. The Contractor’s written request for the State to pay or participate in the cost of rebuilding, repairing, restoring or otherwise remedying such damage that has been determined by the Department to be beyond that which may be anticipated from heavy storms to the work caused by the occurrence shall be submitted to and approved by the Commissioner before performing any work other than emergency work, including emergency work necessary to provide for passage of public traffic.

C. Obligation to Indemnify by the Contractor. The Contractor shall indemnify and save harmless the State, except as prohibited by law, any municipality in which the work is being performed, and/or any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, from suits, claims, actions, damages and costs, of every name and description resulting from the work under its contract during its prosecution and until the acceptance thereof. The Contractor and any assigns, heirs, or successors in interest shall also indemnify and save harmless, except as prohibited by law, the consultant inspecting engineer or inspector working for the State relative to the project from suits, claims, actions, damages and costs involving personal injury and property damage resulting from the Contractor’s work under the contract during its prosecution and until the acceptance thereof. The State may retain such monies from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the State, any municipality in which the work is being performed, and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the work or consultant inspecting engineers or inspectors working for the State relative to the project. The Contractor’s obligation under this paragraph shall not be deemed waived by the failure of the State to retain the whole or any part of such monies due the contractor, nor where such suit, action, damages and/or costs have not been resolved or determined prior to release of any monies to the Contractor under the contract, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, subcontractor or the State, any municipality in which the work is being performed, and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the work, or any consultants or contract engineers working for the State relative to the project.

The Contractor has the obligation, at its own expense, for the defense of any action or proceeding which may be brought against the parties specified in this Section. This obligation shall include the cost of attorney fees, disbursements, costs and other expenses incurred in connection with such action or proceeding.

Such obligation does not extend to those suits, actions, damages and costs of every name which arise out of the sole negligence of the State, any municipality in which the work is being performed, and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the work of the project, or any consultants or contract engineers working for the State relative to the project, their agents or employees, relative to the construction, alteration, or repair or maintenance of a building, highway or structure and appurtenances and appliances thereof including moving, demolition and excavating connected therewith.

D. Maximum loads. For information on construction equipment and maximum allowable loads, reference is made to §105-12, Construction Equipment.

E. Prompt Response to Claims by the Public. The Contractor’s responsibility for the project site applies to the full limits of the contract regardless of the extent or nature of contract work at a particular location. This obligation begins when the contract is awarded and continues until final acceptance of the work. The Contractor shall promptly address all written damage claims of the public and, if not addressed directly, claims shall be promptly turned over to the Contractor’s insurance carrier without prejudicing the validity of the claim. There should be an
§107-09

interval of no more than ten (10) working days between receipt of a written claim by the Contractor and receipt by the carrier. The Contractor and/or the Insurance Carrier are expected to investigate, determine and adjust such claims promptly and fairly with notice to the Engineer. The Engineer will monitor claims by the public. If the Contractor fails to provide satisfactory resolution through a timely claims adjustment process or denies the claim without proper cause and justification, the Department may invoke Article 8 of the contract or utilize other remedies referenced in the contract specification.

107-10 RESTORATION OF DISTURBED AREAS OUTSIDE THE RIGHT-OF-WAY. It is the intent of this specification that all areas outside of the right-of-way, except as noted in the following text, disturbed, used by, or serving as a source of material for the Contractor be restored to a pleasing and acceptable condition as specified and as satisfactory to the Engineer.

The Contractor shall obtain the written approval of the Engineer for the use of any specific area before any work in such area is begun, except as noted in the following text. Where deemed necessary by the Engineer the Contractor shall submit, as part of the request for approval, a grading plan showing the proposed final grading of the area. Approval shall not be given if, in the opinion of the Engineer, the area is not suited to acceptable restoration or if serious or permanent ecological damage is foreseeable. This specification applies to areas such as, but not limited to, borrow pits or areas, spoil or waste areas, haul roads, storage areas batching areas, equipment storage areas, shop areas and all similar areas. This does not apply to areas which have been or are being used by the Contractor as its established and permanent headquarters and equipment pool sites or to commercial borrow sources, commercial gravel pits, commercial quarries, public disposal areas and all similar areas.

In accordance with Article 23, Title 27 of the Environmental Conservation Law all borrow pits and aggregate sources outside of the State right-of-way, where more than one thousand metric tons of minerals are removed from the earth within any twelve successive calendar months, require mining permits obtained from the New York State Department of Environmental Conservation. When such permit is required, the Contractor, in addition to complying with all restoration requirements for all areas as stated below, may be required by the Engineer to meet any standard contained in the Mined Land Reclamation Law, Rules and Regulations (6 NYCRR Parts 420 et. seq.).

In general, the restoration shall include:

A. The removal of all equipment and parts, junk, rubbish, excess materials and debris of all kind;
B. Clean up as required, grading as shown if a grading plan has been prepared; or graded so as to blend into the surrounding ground forms to the satisfaction of the Engineer;
C. Scarification of storage yards, batching sites, haul roads, etc., to the depth determined by the Engineer as necessary to support vegetation;
D. The removal and regrading of temporary roads or areas as required by the Engineer;
E. The repair or removal of damaged trees and the fertilizing, seeding and mulching of the areas as provided for in the contract or as directed by the Engineer;
F. Grading the slopes of excavated areas to a stable condition, but in no case shall earth cut faces be left steeper than one (1) vertical on one and one-half (1.5) horizontal. All rock cut slopes shall be scaled to remove any loose or unstable rock.

Areas within sight of the finished highway or any other highway will require particular attention insofar as the above features are concerned. It is the intent to have all such areas present a pleasing appearance to travelers on any highway.

Where borrow pits result in the formation of ponds or low areas intermittently filled with water the Contractor shall furnish the Engineer with a copy of its agreement with the landowner permitting the use of such areas. If such an area is within sight of any highway, the Regional Director’s written approval must be obtained prior to the removal of any borrow from such a location. If such approval is not granted, material for use on the contract or for any other State contract may not be removed from