NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS
MATERIALS MANAGEMENT SUPPORT SERVICES FOR NYSDOT
Contract C031231

July 10, 2014

To All Concerned:

Enclosed is a copy of the Non-Engineering Request for Proposals (RFP) referenced above. All information necessary for the submission of your proposal is contained in the Best Value solicitation.

Any questions regarding this project or proposal should be directed to Catherine Traina, the designated contact for this solicitation, of Contract Management via e-mail at catherine.traina@dot.ny.gov.

Please note the following dates and deadlines:

- **July 18, 2014** Deadline for questions about the RFP is 4:30 PM (Eastern Time)
- **July 22, 2014** Deadline for release of answers to RFP questions
- **July 31, 2014** Deadline for the submission of proposals for Precast Audit Services and Technical Support Services for NYSDOT Structures Division – Local is 12 noon (Eastern Time)
- **August 7, 2014** Deadline for the submission of proposals for Nationwide Technical Support Services, Prestressed and Precast Concrete Technical Support Services and Regional Technical Support Services is 12 noon (Eastern Time)

If you are interested in developing a proposal in response to this solicitation, please complete the attached RFP Response Form and submit it to the designated NYSDOT contact person.

A “Checklist for Proposal Submission” is included at the end of the RFP for reference purposes when submitting your proposal to NYSDOT. *It also contains instructions for complying with the Procurement Lobbying Law (PLL) so that your proposal may be considered for contract award. NOTE: Failure to submit the required PLL forms with your proposal will result in elimination from consideration for contract award.*
The Department of Transportation estimates that work for the selected consultant will commence work on January 1, 2015 and continue for a period of three years with two options for 12-month extensions depending on performance. NYSDOT reserves the right to extend the contract beyond the five years to enable transition of the contract to new consultants as needed.

The New York State Department of Transportation (NYSDOT) encourages the participation of certified Disadvantaged Business Enterprises (DBEs) in its solicitations. Please see the New York State Unified Certification Program (NYSUCP) DBE Directory for certified Disadvantaged Business Enterprises via: http://biznet.nysucp.net/. For this solicitation, the NYSDOT has set a DBE Participation Goal of 18%. Only certified subconsultants listed in the NYSUCP DBE Directory are eligible for credit in this procurement. Please see Section 1.4 of the RFP for more information.

Firms are advised to review the DBE information and requirements included in sections 1.4, 4.3, and 5.2. Specifically firms MUST supply the following information by the proposal deadline date:

- ALL firms are required to provide a completed Attachment #5: DBE Participation Information form.
- Firms proposing certified DBE subconsultant participation less than the DBE participation goal of 18% MUST provide Attachment #6 DBE Participation Solicitation Log and the DBE Goal Attainment Explanation Letter. This includes any prime consultant which is also a certified DBE firm.

Firms are advised that any proposal not providing the forms above will be deemed non-responsive and eliminated from the evaluation process.

We look forward to the receipt of your proposal.

Sincerely,

William A. Howe

WILLIAM A. HOWE
Director
Contract Management

Enclosure
RFP RESPONSE FORM

MATERIALS MANAGEMENT SUPPORT SERVICES FOR NYSDOT

Please review this RFP, complete the following information and mail, e-mail or fax to the NYSDOT address shown below, by the earliest practical date.

_______________ WE DO INTEND TO SUBMIT A PROPOSAL

_______________ WE DO NOT INTEND TO SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:

_______________________________________________________________________

_______________________________________________________________________

Name and Address of Organization (Include Zip Code):

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

Signature: _____________________________ Date: ________________

Types of Printed Name and Title: ________________________________

Telephone: ___________________________ Fax: ___________________________

E-Mail Address: ________________________________________________

Please send to:

- Mail: Catherine Traina, Contract Management
  NYS Department of Transportation
  Administrative Services Division, 6th Floor
  50 Wolf Road
  Albany, NY 12232
- E-Mail: catherine.traina@dot.ny.gov
- Fax: 518-457-8475
NEW YORK STATE DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSALS

MATERIALS MANAGEMENT SUPPORT SERVICES FOR NYSDOT

Contract C031231

July 10, 2014

Proposal Due Date: **July 31, 2014** for Precast Audit Services and Technical Support Services for NYSDOT Structures Division – Local
**August 7, 2014** for Nationwide Technical Support Services, Prestressed and Precast Concrete Technical Support Services and Regional Technical Support Services

Proposal Delivery Location and Additional Information:

Catherine Traina, Contract Management
NYS Department of Transportation
Administrative Services Division, 6th Floor
50 Wolf Road
Albany, NY 12232
REQUEST FOR PROPOSALS
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
MATERIALS MANAGEMENT SUPPORT SERVICES FOR NYSDOT
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1. INTRODUCTION

1.1. Purpose

The New York State Department of Transportation (the "Department") is seeking proposals from responsible and responsive inspection and testing consultants to perform sampling, inspection, and testing services at manufacturing sites, supply sites and fabrication sites as materials are being manufactured, supplied or fabricated for use in Department construction projects. The materials to be sampled, inspected and/or tested include: Portland cement concrete pipe, concrete pavers, concrete brick, concrete block, structural steel, miscellaneous metals, bridge bearings, piling, timber, cement, steel reinforcement for concrete, coatings, overhead sign structures, epoxies, fasteners and other manufactured or fabricated materials.

Multiple awards are anticipated as a result of this Request for Proposals (RFP). Inspection and testing consultants selected under this RFP will provide services over a three to five year period, incrementally funded, beginning on or about January 1, 2015.

Selected consultants will be required to provide qualified and trained personnel, respond to assignments on an as-needed basis in a timely fashion, provide the necessary administrative and technical supervision to their employees, and work in a cooperative fashion with Department personnel.

Services are to be provided in accordance with the Department’s written instructions and procedures, including:

- the construction contract documents
These services will be required at various locations throughout the United States and Canada.

Payment for services will be made under the Items of Service listed in Exhibit 7 for each service category being proposed which are provided for your information to get a better understanding of the type of services that will be needed.

1.2. Background

The use of inspection and testing consultants to provide technical support services to the Department is the continuation of a program initiated more than 50 years ago.

The Department presently has agreements with inspection and testing consultants to supply materials sampling, testing, and inspection services under five different categories of service. (See Section 2.1 for a list of categories). These agreements are scheduled to expire in December 2014. The nature of the services sought remains essentially as previously utilized.

1.3. Minimum RFP Responsiveness

Any firm that does not provide all of the following for each category of service being proposed will be determined to be non-responsive and will be removed from further consideration (prior to the technical evaluation of proposals):

1. Part I of the Proposal – Technical and Management submission
2. Part II of the Proposal – Cost and Contract submission
3. Completion of all applicable attachments:
   (a) Attachment #2 Procurement Lobbying Law Forms (PLL)
   (b) Attachment #5 DBE Participation Form
   (c) Attachment #6 DBE Solicitation Log
   (d) Exhibit 1 Laboratory/Field Testing Services for Categories 1, 2, 4 and 5
   (e) Exhibit 2 Project Budget Submission for each service category being proposed and for each region being proposed
   (f) Attachment #8 Consultant Information and Certification Form
4. Submission of DBE Participation Explanation Letter of Non-DBE Goal Attainment (if applicable) along with Attachment #6 as indicated below.
5. Submission of all Modification Acknowledgement forms.

1.4. Disadvantaged Business Enterprise Participation

While not indicative of a proposer’s individual merit (technical excellence, proposer’s ability, experience, etc.), NYSDOT encourages the participation of certified Disadvantaged Business Enterprises (DBE) in its solicitations. The level of DBE
participation will be relevant to the process of selecting proposals that will best achieve the overall goals of the Department. Please visit the New York State Unified Certification Program (NYSUCP) DBE Directory for certified Disadvantaged Business Enterprises via:  http://www.nysucp.net/.

The New York State Department of Transportation has established a **DBE participation goal of 18%** for this solicitation. The goal relates to the labor portion of the project budget. A subconsultant **who is certified (at the time of Proposal submission)** as an NYSUCP DBE must provide meaningful participation in the execution of the 511NY services in order to count toward the DBE subconsultant participation goal. Participation by DBE prime consultants is encouraged but will not count toward meeting the 18% contract goal. Meaningful participation is defined as providing commercially useful functions or services. These services should result in significant tasks which can be considered commercially marketable.

NYSDOT has posted its final draft DBE Program Plan to its website (subject to change). The draft plan provides background information regarding how NYSDOT conducts its Federally required DBE program, covering such subjects as contract-level goals, good-faith efforts by consultants, and DBE certifications.


Proposers **MUST** verify their attainment of the above established DBE participation goal by completing **Attachment #5 DBE Participation Information**. To count towards the Department’s DBE goal, a DBE firm must be currently certified per the NYSUCP DBE Directory.

If the proposal does not meet the 18% DBE participation goal, the firm **MUST** provide evidence of a good faith effort by completing **Attachment #6 DBE Participation Solicitation Log. Additionally, if the firm does not meet the specified goal**, the firm **MUST** include in its submission a **DBE Goal Attainment Explanation Letter** explaining why the firm was unable to meet the DBE goal (in full or if partially), which serves to substantiate the firm’s good faith effort. The letter should include sufficient justification as to why the goal was not met or was met partially and should at a minimum address the following factors: the potential firm’s method of accomplishing the work, the subcontracting opportunities associated with the proposed approach and scope of services, and the availability of certified firms for the work to be performed by either a prime consultant or via subcontract.

Additionally, prime consultants certified as a DBE who propose to meet the Department’s DBE participation goal via their meaningful participation are not relieved from seeking participation of certified Disadvantaged Business Enterprises (DBEs) for subcontractable services in this solicitation. In these situations, it is expected that unless DBE outreach efforts by the prime result in proposed DBE subconsultants, then the prime consultant **MUST** provide evidence of a good faith effort by completing **Attachment #6 DBE Participation Solicitation Log**.
All DBE participation related forms and letter must be included in Part II: Cost and Contract submission. Firms are advised to refer to Section 5.2 for the procedure the Department will follow in evaluating a firm’s proposed DBE participation.

1.5. 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 was 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) has developed 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 list is posted on the OGS website at http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

By submitting a bid in response to this solicitation, or by assuming the responsibility of a Contract awarded hereunder, Proposer/Contractor (or any assignee) certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Proposer/Contractor is advised that any Contractor seeking to renew or extend a Contract, or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended, or assigned that it is not included on the prohibited entities list.

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, within 90 days after the determination of such violation, it ceased its engagement in the investment which is in violation of the Act, 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 bid or request for assignment for an entity that appears on the prohibited entities list prior to the award 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.
2. PROJECT AND CONTRACT OBJECTIVES

2.1. Overall Scope

Selected inspection and testing consultants will provide sampling, testing, and inspection services on an as-needed task assignment basis in accordance with the Department's procedures.

The services sought are in 5 general categories as follows:


Category 2. Prestressed and Precast Concrete Technical Support Services - Plant Inspection.

Category 3. Precast Audit Services – Precast QA audits at concrete precast facilities.

Category 4. Regional Technical Support Services - Portland Cement Concrete and Hot Mix Asphalt Plant Inspection in ten selected Department Regions (Region 1 - Albany Region 3 - Syracuse, Region 4 - Rochester, Region 5 - Buffalo, Region 6 - Hornell, Region 7 – Watertown, Region 8 - Poughkeepsie, Region 9 - Binghamton, Region 10 - Long Island, and Region 11 - New York City).

Category 5. Technical Support Services for NYSDOT Structures Division - Local (Albany, New York area) Structural Steel Inspection.

The services sought are more fully described in Section 3 (Scope of Services) of this solicitation.

Services may be provided in technical support of other federally aided construction programs (such as local let programs and Design/Build contracts). These services will be directed by the New York State Department of Transportation, generally in accordance with State standards and procedures. The nature of these services is essentially the same as the Department utilizes in its own quality assurance program.

2.2. Contract Objectives

Proposals are solicited for one or more of the specified categories of service. Regarding Category 4, Regional Technical Support Services, proposals may be submitted for one or more of the ten Regions indicated. Proposals will be evaluated for each general category of services (Categories 1, 2, 3, and 5) and for each of the ten Regions in the Regional
Technical Support Services Category (Category 4) in accordance with the evaluation criteria contained in Section 5 of this RFP.

While the Department anticipates multiple awards for each of Categories 1 and 2, the Department reserves the right to award a single contract for each of these categories of services if, in its opinion, it is in the best interest of the State to do so.

With regard to Category 4, Regional Technical Support Services, the Department anticipates the award of one contract per Region. However, the Department reserves the right to (1) combine two or more Regions in one contract; or (2) award multiple contracts for a given Region(s) each to provide various portions of the required services; or (3) include one or more Regions in another inspection and testing contract, if in the Department's opinion, it is in the best interest of the State to do so.

While one award is anticipated for each of Categories 3 and 5, the Department reserves the right to award multiple contracts or include these services in another inspection and testing contract if, in the Department's opinion, it is in the best interest of the State to do so.

Various awards and/or combinations of awards are anticipated with the overall objective of providing a matrix of contracts that best provide the required services, including the ability to cover contingencies.

Proposers with multiple offices or branch locations are encouraged to coordinate their efforts and make all submissions from one location in response to this RFP.

2.3. Organization

When deciding which of the contracted firms will be given a specific assignment in categories 1 and 2, the Department will notify all the contracted firms of the proposed assignment, and request resumes from the interested firms of their proposed inspectors. The Department will then review the supplied resumes and evaluate the experience and location of the proposed inspectors, and the hourly rates of the interested firms, and select a firm for the specific assignment. For more details on the Consultant Assignment Process see Exhibits 3, 4 and 5.

2.4. Contract Term

The Department estimates that the work for the successful consultants will commence on January 1, 2015. The base term or duration for the contract is three years. The contract may be extended for up to two additional one-year periods upon written agreement of both parties and approval by the Office of the State Comptroller and FHWA. If the contract is extended for the optional years, the Producer Price Index (PPI) as published
by the U.S. Department of Labor, Bureau of Labor Statistics, or 3%, whichever is lower, will be used as a basis for increasing the hourly rates. The rate adjustment will be effective on January 1 and calculated using the previous October Index, using Series ID PCU5413--5413--(Architectural, engineering, and related services). If at any time the above Index Series ID is discontinued or becomes unavailable, the State reserves the right to implement a comparable Index.

An example of the rate adjustment calculation is as follows (all numbers used are for illustrative purposes only):

<table>
<thead>
<tr>
<th>Senior Inspector 1/1/17 - 12/31/17 Billing Rate</th>
<th>$9.00/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 2017 PPI Index (PCU5413--5413--)</td>
<td>136.1</td>
</tr>
<tr>
<td>October 2016 PPI Index (PCU5413--5413--)</td>
<td>130.0</td>
</tr>
<tr>
<td>Index Point Change</td>
<td>6.1</td>
</tr>
<tr>
<td>Divided by previous Index</td>
<td>130.0</td>
</tr>
<tr>
<td>Percent change, rounded to nearest tenth</td>
<td>4.7%</td>
</tr>
<tr>
<td>Senior Inspector II 1/1/18 – 12/31/18 Billing Rate ($9 x 1.047)</td>
<td>$9.42/Hour</td>
</tr>
</tbody>
</table>

Since NYS procurement law requires competitive letting of contracts every 5 years, NYSDOT reserves the right to extend the contract beyond the 5 years to enable transition to the next selected consultant. Any such extension will be performed via the labor rates in effect at the end of the contract. Any extension will need to be approved and executed by NYSDOT and the Office of the State Comptroller before becoming effective.
3. **SCOPE OF SERVICES**

3.1. General

Each inspection and testing consultant must be a competent, technically oriented firm with the organization, experience and capabilities to provide the services required in one or more of the identified service categories. The Department considers the selected consultant (s) to be in a technical support role wherein the consultant provides inspection and testing services, reports, indicates any irregularities or deficiencies and, when requested, makes evaluations or recommendations. The Department retains the policy and decision making role, including devising and establishing quality assurance programs and procedures, making engineering judgments, interpreting plans and specifications and ordering corrective action of the construction contractor and his/her subcontractors, and/or suppliers, as appropriate.

In addition, there are qualification requirements for certain service categories and assignments. These are identified under each category of service contained in this RFP. These involve either a consultant qualification or an individual qualification such as the AASHTO Accreditation Program (AAP), American Concrete Institute (ACI) certification program, American Welding Society (AWS) certification program, National Association of Corrosion Engineers (NACE), New York Construction Materials Association (NYMA) QC/QA Technician Certification program, or the National Precast Concrete Association (NPCA) “Fundamentals of Quality Precast” certification program.

Consideration is also given to the cost and promptness of services based upon the geographic location of a consultant office to the location of services to be provided. Expected consultant response time to an assignment is typically 1-2 days. It is desirable that a consultant have an inspector or an office within a 200 mile radius of the anticipated assignment.

Sampling, testing and inspection assignments are to be performed in accordance with the Department's procedures. These procedures are generally recognized and accepted by the inspection and testing industry.

**Note:** Consultants selected to provide materials sampling, testing and inspection services are prohibited from assigning any inspector to perform inspection work for the State and another client during the same day (or extended period of time) at the same site of inspection unless approved in writing by the State, prior to the consultant assigning the inspector to work for the State and another client. Additional guidelines regarding multiple clients are found in Article 6 (Provision For Payment) in the sample agreement of this solicitation.
3.2. Personnel Requirements

The inspection and testing consultants will be required to provide qualified and trained personnel, respond to assignments on an as-needed basis in a timely fashion, provide the necessary administrative and technical supervision to their employees and work in a cooperative fashion with Department personnel.

No payment will be made to the consultant for providing non-certified inspectors according to the certification requirements listed under the various service categories.

It is recognized that at the time of submittal of a firm’s proposal, that firm may not have sufficient trained and certified inspectors and QA technicians. The proposal shall fully describe the consultant’s plan to train sufficient staff and obtain sufficient certified QA technicians.

The selected consultant may be asked to participate in other Department training programs such as Work Place Violence, Sexual Harassment and Prevention, and others.

During peak periods and/or emergency conditions (such as emergency repairs), greater levels of staffing may be required by the State. If the State deems that additional manpower is necessary, the Consultant shall provide extra personnel. Personnel functioning under contract with the Department will include Project Manager, Inspectors, Intermediate Inspectors, QAT-2s, or Senior Inspectors. The complexity of the assignment will determine which grade of inspector is specified. The minimum qualifications are discussed under each category of service.

Selected consultants are also advised that overtime rates must be paid to inspectors, and will only be reimbursed at the overtime rate by the Department, when inspectors work:

- more than 8 hours in a single day
- more than 40 hours in a single week
- on any state recognized holiday
Nationwide Technical Support Services
3.3. Nationwide Technical Support Services

3.3.1. Overall Scope

Selected inspection and testing consultants will provide sampling, testing, and inspection services on an as-needed task assignment basis in accordance with the Department's procedures.

Services will be required at facilities located throughout the United States and possibly Canada. See Section 3.3.4 for details regarding the location of these facilities.

3.3.2. Contract Objectives

The Department anticipates awarding up to four contracts. However it reserves the right to award a single contract if, in its opinion, it is in the best interest of the State to do so. The Department also reserves the right to include any one of these contracts in another inspection and testing contract, if in the Department's opinion, it is in the best interest of the State to do so.

3.3.3. Organization

The co-administrators for these services will be the Director, Materials Bureau and the Deputy Chief Engineer Structures, Office of Structures. Authority and responsibility for day-to-day operations will be assigned by the designated Department staff. Assignments will be made in writing to the selected inspection and testing consultants with specific instructions detailing the duties to be performed, location of work, inspector level (Inspector, Intermediate Inspector, Senior Inspector), number of inspectors required, reporting procedures, office or branch location of the consultant from which inspection is assigned, and contact person(s) in the Department who will assign and monitor the work. Assignments are typically made for the periodic provision of services on either a continuing basis or for a specified time period.

3.3.4. Scope of Work

Materials testing services, both laboratory and field, are also required to be available to the Department. A listing of testing services for Categories 1, 2, 4, and 5 is contained in Exhibit 1 of this solicitation. Both laboratory and field testing is to be performed in accordance with national standards, e.g. ASTM, AASHTO, and ASNDT, or the Department’s specification and/or test methods.

Geographically, it is estimated that about 80% of the total services will be required in the northeastern United States, notably throughout: Pennsylvania, Massachusetts, New Jersey, New York, New Hampshire and Connecticut. About 10% of the total services are required in the southern states and are expected to be in or near the following cities:
Birmingham and Fort Payne, Alabama
Blytheville, Arkansas
Wilmington, Delaware,
Jacksonville and Tampa, Florida
Atlanta, Georgia
Baltimore, Maryland
Jackson, Mississippi
Gastonia and Mount Airy, North Carolina
Charleston and Columbia, South Carolina
Nashville and Knoxville, Tennessee
Manassas, Norfolk, and Richmond, Virginia
Maidsville, West Virginia

About 5% of the total services are required in the Midwest and are expected to be in or near the following cities:

Chicago and Kankakee, Illinois
Elkhart, Indianapolis, and Schererville, Indiana
Alpena, Detroit, and Wyoming, Michigan
Hannibal and St. Louis, Missouri
Pueblo, Colorado
Cleveland, Stratton, Marion, Columbus, Wooster, and North Baltimore, Ohio
Dallas and Houston, Texas

Services may also be required in the far west: notably, Seattle, Washington.

In addition, services may also be required in Canada, and may include the following:

Picton, Bath, Woodstock, Mississauga, and St. Mary’s, Ontario
St. Basile, St. Constant, Montreal and Joliette, Quebec

Consideration is also given to the cost and promptness of services based upon the geographic location of the consultant’s office in relationship to the location of services to be provided. Expected consultant response time to an assignment is typically 1-2 days. It is desirable that the selected consultant(s) have an inspector or an office within a 200 mile radius of the anticipated assignment.

Materials testing services are not a major component of the services sought, but they must be available to the Department. Laboratory testing includes the testing of metals, bridge bearings, and Portland cement. Field testing includes the nondestructive testing of metals at structural steel fabrication shops and bridge sites and pavement friction testing.

Due to the fact that Materials Testing Requirements/Procedures change over time the selected firms may also be required to provide other related Inspection, sampling, and testing services at fair and reasonable rates. This testing, if required, shall be performed
in accordance with generally recognized national standards at the time. In addition, the consultant is required, upon request by the Department, to supply the state with certified inspectors to be utilized at the plants in case of an emergency need.

3.3.5. Personnel Requirements

Personnel functioning under contract with the Department will typically be considered as Inspectors, Intermediate Inspectors, or Senior Inspectors and the complexity of the assignment will determine which grade is specified. The minimum qualifications are:

* **The Project Manager Position is a non-billable title covered in Firm Overhead** – The project manager plans, organizes, assigns and supervises the work of Inspectors, Intermediate Inspectors, and Senior Inspectors. The assignments are given to the Project Manager a minimum of 48 hours in advance. The Project Manager evaluates progress of the staff and results obtained, and recommends major changes to achieve overall objectives.

**Inspector** – The inspector must be at least a high school graduate with mathematical/technical course work (e.g. algebra) and must have either three months of sampling, testing, inspection or other related work experience. However, subject to Department review and approval, equivalent combinations of education, training and experience may also be considered as meeting these requirements.

**Intermediate Inspector** – In addition to the educational qualifications for inspector, the intermediate inspector must have at least a total of one year’s (one construction season) sampling, testing, inspection or other related work experience. However, subject to Department review and approval, equivalent combinations of education, training and experience may also be considered as meeting these requirements.

**Senior Inspector** – In addition to the educational qualifications for inspector, the senior inspector must have at least a total of three years (three construction seasons) sampling, testing, inspection or other related work experience. However, subject to Department review and approval, equivalent combinations of education, training and experience may also be considered as meeting these requirements. While providing inspection services a senior inspector must also have responsibilities which include supervision and/or training of other inspectors.

Both Intermediate and Senior Inspectors must have experience related to the inspection of the fabrication of welded bridge members or other dynamically loaded structural members.

It is estimated that a total of **250,000** compensable inspector hours may be required for these services over the three year period. Of this total, about 80% will be required for the inspection of structural steel fabrication, with the remaining 20% required for sampling, testing, and inspection of other construction materials. It is anticipated that about **80%** of the work will be assigned at the Senior Inspector level.
The Consultant Inspectors, Intermediate Inspectors, and Senior Inspectors involved in the sampling, testing, and inspection of steel fabrication must have certification in the following two areas:

Welding:

- An American Welding Society (AWS) certification that states they are qualified in accordance with the requirements of AWS QC1-Standards for Qualifications and Certification of Welding Inspectors.

- As an alternate to AWS, inspectors qualified by the Canadian Welding Bureau (CWB) to the requirements of Canadian Standard Association (CSA) Standard W178.2, Certification of Welding Inspectors, are considered acceptable.

- Individuals trained by the Metals Engineering Unit of the Department and approved by the Deputy Chief Engineer, Structures (DCES) are also deemed acceptable.

Structural Painting:

- National Association of Corrosion Engineers (NACE) certified Coatings Inspector - Level 3

In addition, these individuals MUST have experience related to the inspection of the fabrication of welded bridge members or other dynamically loaded structural members.

3.3.6. Training

Training and certification of new inspectors are not reimbursable by the State. New inspectors hired during the life of the contract must possess all proper certifications, and must first be approved by the Department before being assigned to a NYSDOT inspection project.

3.3.7. Equipment Requirements

In order to facilitate efficient and timely communication, inspectors may be required to use a digital camera and personal computer. The consultant(s) will be required to provide inspectors with access to a digital camera and will also be required to supply up to three internet-ready laptop computers. The cost of equipment is not directly reimbursable by the Department and is to be included in the consultant’s overhead.
Prestressed and Precast Concrete Technical Support Services
3.4. Prestressed and Precast Concrete Technical Support Services

3.4.1. Overall Scope

The selected inspection and testing consultants will perform sampling, inspection, and testing services at fabrication sites where precast/prestressed concrete structural units are being fabricated for use in Department construction projects. The concrete materials involved include: prestressed concrete beams, reinforced concrete three-sided structures, and other precast/prestressed bridge components. Services are to be provided in accordance with the Department’s written instructions and procedures, including the construction contract documents, “Standard Specifications,” and the “Prestressed Concrete Construction Manual (PCCM),” The Standard Specifications are available for purchase at NYSDOT Plan Sales and at the following website:


The PCCM is available on the Department’s website at:

https://www.dot.ny.gov/divisions/engineering/structures/manuals/pccm

3.4.2. Contract Objectives

The Department anticipates awarding up to three contracts. However it reserves the right to award a single contract if, in its opinion, it is in the best interest of the State to do so. The Department also reserves the right to include any one of these contracts in another inspection and testing contract, if in the Department's opinion, it is in the best interest of the State to do so.

3.4.3. Organization

The administrator for these services will be the Deputy Chief Engineer Structures, Office of Structures. Authority and responsibility for day-to-day operations will be assigned by the designated Department staff. Assignments will be made in writing to the selected inspection and testing consultants with specific instructions detailing the duties to be performed, location of work, inspector level (Inspector, Intermediate Inspector, Senior Inspector), number of inspectors required, reporting procedures, office or branch location of the consultant from which inspection is assigned, and contact person(s) in the Department who will assign and monitor the work. Assignments are typically made for the periodic provision of services on either a continuing basis or for a specified time period. Specific Department units in the Office of Structures are charged with the responsibility of administering the day-to-day activities associated with these contracts. For information on the assignment process, see Exhibit 5.
3.4.4. Scope of Work

The selected consultants must have a reasonable number of offices or branch locations to ensure a timely and cost effective response to assignments. It is desirable that the consultant(s) will have an inspector or an office within a 200 mile radius of the anticipated assignment. Expected response time to an assignment is typically 1-2 days.

Materials testing services are not a major component of the services sought, but they must be available to the Department. Laboratory testing includes the testing of concrete and duct grout material and are included in Exhibit 1 of this solicitation. Both laboratory and field testing is to be performed in accordance with national standards, e.g. ASTM, AASHTO, and ASNDT, or the Department’s specification and/or test methods.

Geographically, it is estimated that about 90% of the total services will be required in the northeastern United States, notably: New York, Pennsylvania, Vermont, Connecticut, New Jersey and Massachusetts. The other 10% is required in nearby areas to the south of New York, notably: Cape Charles, Virginia; and potentially the South, the Midwest and Canada.

Due to the fact that Materials Testing Requirements/Procedures change over time the selected firms may also be required to provide other related sampling, testing, and inspection services at fair and reasonable rates. This testing, if required, shall be performed in accordance with generally recognized national standards at the time. In addition, the consultant is required, upon request by the Department, to supply the state with certified inspectors to be utilized at the plants in case of an emergency need.

3.4.5. Personnel Requirements

Personnel functioning under contract with the Department will typically be considered as Inspectors, Intermediate Inspectors, or Senior Inspectors and the complexity of the assignment will determine which grade is specified. The minimum qualifications are:

* The Project Manager Position is a non-billable title covered in Firm Overhead – The project manager plans, organizes, assigns and supervises the work of Inspectors, Intermediate Inspectors, and Senior Inspectors. The assignments are given to the Project Manager a minimum of 48 hours in advance. The Project Manager evaluates progress of the staff and results obtained, and recommends major changes to achieve overall objectives.

Inspector - The inspector must be at least a high school graduate with mathematical/technical course work (e.g. algebra) and either three months of sampling, testing, inspection or other related work experience. However, subject to Department review and approval, equivalent combinations of education, training and experience may also be considered as meeting these requirements.
**Intermediate Inspector** - In addition to the educational qualifications for inspector, the intermediate inspector must have at least a total of one year’s (one construction season) sampling, testing, inspection or other related work experience. However, subject to Department review and approval, equivalent combinations of education, training and experience may also be considered as meeting these requirements.

**Senior Inspector** - In addition to the educational qualifications for inspector, the senior inspector must have at least a total of three years (three construction seasons) sampling, testing, inspection or other related work experience. However, subject to Department review and approval, equivalent combinations of education, training and experience may also be considered as meeting these requirements. While providing inspection services a senior inspector must also have responsibilities which include supervision and/or training of other inspectors.

It is estimated that a total of **75,000** compensable inspector hours will be required over the base 3 year period. Of this total, about 50% is required for the inspection of prestressed beams and 50% is required for the inspection of other structural precast items. It is anticipated that about 95% of the work will be assigned at the Senior Inspector level.

Inspectors, Intermediate Inspectors and Senior Inspectors must have experience related to the inspection of precast concrete component fabrication, and must have a current American Concrete Institute (ACI) certification for Concrete Field Testing Technician – Grade 1 or its equivalent as determined by the Department.

In addition, for work involving the inspection of prestressed concrete, Inspectors, Intermediate Inspectors, and Senior Inspectors are required to possess a Precast/Prestressed Concrete Institute (PCI) Level I or II (or equivalent) certification and/or acceptable experience as determined by the Department.

### 3.4.6. Training

Training and certification of new inspectors are not reimbursable by the State. New inspectors hired during the life of the contract must possess all proper certifications, and must first be approved by the Department before being assigned to a NYSDOT inspection project.

### 3.4.7. Equipment Requirements

In order to facilitate efficient and timely communication, inspectors may be required to use a digital camera and personal computer. The consultant(s) will be required to provide inspectors with access to a digital camera and will also be required to supply up to three internet-ready laptop computers. The cost of equipment is not directly reimbursable by the Department and is to be included in the consultant’s overhead.
Precast Audit Technical Support Services
3.5. Precast Audit Technical Support Services

3.5.1. Overall Scope
The selected consultant will provide precast QA audit services on an as-needed task assignment basis in accordance with the Department’s procedures. Services will be required at precast facilities located primarily in NY, PA and NJ but may also include facilities in neighboring states. The location of specific facilities can be found on the Department’s Approved List titled “Precast Concrete Manufacturers Approved for QC/QA Production.” The Approved List Appears on the Department’s web site at: https://www.dot.ny.gov/divisions/engineering/technical-services/technical-services-repository/alme/pages/771-1.html

3.5.2. General Scope of Work
The required services associated with this contract include, but are not limited to, the performance of QA audits at precast concrete facilities. Precast manufacturers approved for production under the Department’s QC/QA Program are subject to unannounced audits by the Department. Audits are used to measure and document a manufacturer’s compliance with their Quality Control Plan (QCP) and Department Specifications. All information contained in the manufacturer’s QCP will be subject to audit. An outline of the information contained in a precast QCP can be found in Materials Procedure No. 09-02 (MP 09-02), titled: “Precast Concrete QC/QA Procedures” under Appendix D. MP 09-02 appear on the Department’s web site at:


Payment for services will be made under the Items of Service listed in Exhibit 7 (Precast Audit Contract Items of Service.)

3.5.3. Definitions

BR-1 - Bureau of Roads-1
- Department issued form used to document annual audit findings, corresponding to the manufacturer’s QCP

BR-10 - Bureau of Roads-10
- Department form used to document routine audit findings, corresponding to the manufacturer’s QCP.

QA - Quality Assurance
- Actions performed by the Department to verify that an acceptable level of quality control is being employed by manufacturers to ensure materials supplied to Department contracts consistently meet specification requirements.
3.5.4. Precast Concrete Quality Assurance Audit Procedures

Personnel performing audits under this contract will be designated as Quality Assurance Technicians – Level 2 (QAT-2). The QAT-2 will perform Routine Audits and will assist the Department in conducting Annual Audits at designated precast facilities. The steps that are followed when performing both Routine and Annual Audits are described below:

1. **General Program Requirements:** Precast manufacturers approved for production under the Department’s QC/QA Program will be subject to unannounced audits by the Department. Audits are used to measure and document a manufacturer’s compliance with their Quality Control Plan (QCP) and Department Specifications. The role of the Auditor is to observe, document and report their findings. It is the manufacturer’s responsibility to review the findings and take corrective action as necessary. Although manufacturers are expected to react to non conformances identified on audit reports they are strongly encouraged to be proactive in identifying and correcting problems before they are identified on an audit. A manufacturer’s status on the Department’s QC/QA program of supply is determined, in part, by the result of audit findings. Repeated
failure to correct non-compliant findings may result in removal from the Approved List.

There will be two types of audits performed by the Department, Routine Audits and Annual Audits. The following procedures should be followed when performing audits:

2. **Routine Audits:** Routine audits are performed by NYSDOT Regional Quality Assurance Technician Level 2 (QAT-2) auditors. Consultant QAT-2 Auditors will be used, where necessary, in place of or to supplement NYSDOT Regional Auditors. Each Routine Audit will focus on a portion of the manufacturer’s Quality Control Plan (QCP). The following describes the procedure for Routine Audits:

   a. **Audit Frequency:** In general, audits will be conducted once every two weeks. This frequency applies only during periods when a manufacturer is actively producing for the Department under routine production. When a manufacturer is running more than one production shift this audit frequency should be applied to each shift. Additional things that will be considered when determining audit frequency include: daily production volume, the critical nature of items being produced and the quantity and type of non-conformances identified on recent audits.

   b. **Selecting Audit Points:** Each section of the Manufacturer’s QCP is considered a separate audit point. Department form “BR-10”, used to document audit findings, identifies each audit point corresponding to the manufacturer’s QCP. See Appendix “C” of MP 09-02 for a sample BR-10 form. Auditors should attempt to evaluate between three and five audit points, in detail, on each visit. The audit points to be evaluated during a visit should be selected before starting the audit. When an audit point is determined to be in conformance it should generally not be selected on subsequent audits until all other audit points, related to active processes, have been evaluated at least once. **When an audit point is determined not to be in conformance it must, when possible, be evaluated on each subsequent audit until it is determined to be in conformance.**

   c. **Conducting The Audit:** Audits should be unannounced and done on varying days, times and shifts. The Auditors role is to observe activities, review manufacturer’s documentation, evaluate product, and report findings as related to the selected audit points. Auditors will use the manufacturer’s QCP, Department Specifications, Materials Procedures, Materials Methods and approved fabrication drawings as the basis for determining a manufacturer’s compliance with the selected audit points. Audit points should not be evaluated until the manufacturer has completed their quality control activities related to the audit point and completed all required documentation. e.g. Damaged or miss-fabricated units should not
be identified in an audit unless the manufacturer’s post pour inspection failed to address them. General things to look for when conducting an audit include:

- Was the activity performed when it was supposed to be?
- Was it performed by an individual with proper authority and was it done properly?
- If manufacturer’s documentation of an activity is required (e.g. pre-pour inspection), was it completed in a timely manner and filed appropriately?

When a non-conformance is observed, that is not related to a selected audit point; it should be noted in the audit if it is of a critical nature (e.g. use of unapproved raw materials, product being cast with incomplete or no documentation of pre-pour inspection, repair of major defects without proper Department approval, product not being cured, etc.).

d. Documentation of Audit Findings: The QAT-2 Auditor will complete a BR-10 Routine Audit form at the conclusion of each audit. Following directions on the form, audit points selected for evaluation are checked off and the corresponding attributes that were evaluated are identified. Audit points found to be in conformance with the manufacturer’s QCP, Department Specification, etc. are noted by checking the “yes” box. Positive comments regarding conforming audit points, noting exceptional performance by manufacturer’s personnel or quality control processes, are encouraged and should be noted under comments on the BR-10. Non-conforming audit points are noted by checking the “no” box. When a non-conforming audit point is noted, a description of the non-conformance must be included under comments on the BR-10. Descriptions should include specific information about the non-conformance and a reference to the applicable QCP section and/or Department Specification, Procedure, etc.

When an audit point is selected as a follow up to a non-conformance on the previous audit, the following should be noted under comments on the BR-10:

- If the reason for the non-conformance on the previous audit has been corrected, that should be stated. (e.g. “The unapproved curing compound identified in the last audit has been replaced with an approved curing compound.”)

- If the reason for the non-conformance on the previous audit has not been corrected, the description from the previous audit should be repeated and the number of consecutive previous occurrences noted. (e.g. “The curing compound being used does not appear on the Department’s Approved
List. Reference specification 704-03 and QCP section xyz. This same non-conformance has been identified on the last 2 audits.”

e. Exit Interview: At the conclusion of the audit, the Auditor will provide the firm’s Plan Administrator (PA) or designee with an exit interview to discuss audit findings. Information supporting reversal of a non-conformance should be presented by the manufacturer at the exit interview, and if appropriate the BR-10 will be revised by the Auditor. At the conclusion of the exit interview the Auditor will supply one copy of the BR-10 to the manufacturer’s PA or designee and one to the Department’s Quality Assurance Manager (QAM). The original BR-10 will be kept on file at the precast facility by the Department.

f. Follow Up On Audit Findings: Audit findings should be used by manufacturers as a tool to improve overall compliance with their QCP and Department Specifications. Each group’s responsibilities are as follows:

- Precast Manufacturer: The Precaster’s PA, or their designee, is responsible for reviewing audit findings. Corrective action should be taken to address all identified non-conformances. Actions intended to prevent re-occurrence of the non-conformance may include; meetings with employees to discuss or clarify QCP requirements, employee training, QCP revisions, equipment repair/replacement, etc. Department notification of corrective actions is not required unless specifically requested by the Department’s QAM. Precasters wishing to provide comments or additional information regarding audit findings may forward them to the QAM.

- QAT-2 Auditor: When a non-conforming audit point is identified on the BR-10 it should continue to be selected for evaluation by the QAT-2 Auditor on each subsequent audit until it is found to be in conformance. In general, a conforming audit point should not be selected for evaluation again until all other audit points, related to active processes, have been evaluated once.

- Department QAM: The QAM will review all submitted BR-10s. Based on the type of non-conformance identified, the QAM may provide additional direction to the QAT-2 Auditor for follow up audits. When repeated audits show that a non-conformance is not being corrected, the QAM will request that the manufacturer submit, for approval, a written corrective action plan along with a proposed time frame for implementation. The corrective action plan will be reviewed and if acceptable, the manufacturer will be notified and a copy forwarded to the QAT-2 Auditor. If unacceptable, the manufacturer will be notified and must revise and resubmit the corrective action plan.
3. **Annual Audits:** Annual Audits are performed by Quality Assurance Technician Level 1 (QAT-1) Auditors from the Materials Bureau along with Regional and/or Consultant QAT-2 Auditors. Annual Audits cover, in detail, the manufacturer’s entire Quality Control Plan (QCP). The following describes the procedure for Annual Audits:

a. **Audit Frequency:** All Approved List manufacturers will be audited a minimum of once a year. A review of routine audit findings and feedback from Department Projects will be used to determine the need for additional audits.

b. **Selecting Audit Points:** During Annual Audits manufacturers will be evaluated for conformance to their entire QCP. Department form BR-1, used to document audit findings identifies in detail each audit point corresponding to the manufacturer’s QCP. See [https://www.dot.ny.gov/divisions/engineering/technical-services/materials-bureau-repository/mp09-02.pdf](https://www.dot.ny.gov/divisions/engineering/technical-services/materials-bureau-repository/mp09-02.pdf) for a sample BR-1 form. When available, finished units from each product group for which a manufacturer is approved will be evaluated. BR-10s which have been received subsequent to the manufacturer’s last Annual Audit will be reviewed prior to conducting the audit.

c. **Conducting the Audit:** Audits will be unannounced. Audits should be conducted during periods of Department production so as many audit points as possible may be evaluated. The Auditors role is to observe activities, review manufacturer’s documentation, evaluate product, and report findings. Auditors will use the manufacturer’s QCP, Department Specifications, Materials Procedures, Materials Methods and approved fabrication drawings as the basis for determining a manufacturer’s compliance with each audit point. General points to review include:

   - Was the activity performed when it was supposed to be?
   - Was it performed by an individual with proper authority and was it done properly?
   - If manufacturer’s documentation of an activity is required (e.g. pre-pour inspection), was it completed in a timely manner and filed appropriately?

   The PA, or a designee, should be available to the auditors for the duration of the audit to answer questions and facilitate the audit process. Doing so will significantly improve the manufacturer’s understanding of the audit process and the auditors findings.

d. **Documentation of Audit Findings:** The QAT-1 Auditor will document the Annual Audit on a BR-1 Annual Audit form. Following directions on the form, each audit point is marked off as conforming or not conforming
to the manufacturer’s QCP. Audit points which cannot be evaluated at the
time of audit will be marked “N/A.” When a non-conforming audit point
is noted, a description of the non-conformance must be included on the
BR-1. Descriptions should include a reference to the applicable QCP
section and/or Department Specification, Procedure, etc.

e. **Exit interview:** At the completion of the audit an exit interview will be
held with the manufacturer’s PA or their designee to discuss audit
findings. The PA is encouraged to include other key personnel in the exit
interview. Information supporting reversal of a non-conformance should
be presented by the manufacturer at the exit interview. The original BR-1
will be retained by the Department’s QAM.

f. **Follow Up On Audit Findings:** Audit findings should be used by
manufacturers as a tool to improve overall compliance with their QCP and
Department Specifications. Each group’s responsibilities are as follows:

- **Department QAM:** The QAM will review the BR-1 and prepare a
  QAM Audit Report. This report, along with the BR-1, will be sent
to the manufacturer’s PA and copied to the applicable QAT-2
Auditor. The report will summarize audit findings and separate
them into the following four categories: Conforming Audit Points,
Recommended Improvement Opportunities, Corrective Action
Necessary, and Corrective Action Plan Required. Manufacturers
will also be notified as to their continued status on the
Department’s Approved List. The manufacturer’s status
determines whether they are evaluated by the Department under
Initial Production, Routine Production, Probationary Production or
Inactive Status. A manufacturer’s production status may be
changed based on audit findings. Serious fraudulent infractions
identified in the audit will be grounds for removal from the
Approved List under all product groups. When a required
corrective action plan is received it will be reviewed and if
acceptable, the manufacturer will be notified and a copy forwarded
to the QAT-2 Auditor. If unacceptable, the manufacturer will be
notified and must revise and resubmit the corrective action plan.

- **Precast Manufacturer:** The manufacturer’s PA, or their designee,
is responsible for reviewing the QAM Audit Report. Items listed
under “Conforming Audit Points” require no further action. Items
listed under “Recommended Improvement Opportunities” are
recommendations only and require no action at the time of the
report. Items listed under “Corrective Action Necessary” require
some corrective action by the manufacturer to bring them into
compliance. Written notification of corrective actions for items in
this category will be accepted but are not required. Items listed
under “Corrective Action Plan Required” require some corrective action by the manufacturer to bring them into compliance. In addition a written corrective action plan addressing each item in this category must be forwarded to the Department within 14 days of receipt of the QAM Audit Report. The plan must include a time frame for implementation.

- **QAT-2 Auditor:** The QAT-2 Auditor is responsible for conducting follow up audits. Follow up Routine Audits will be used to verify corrective actions are taken, by the manufacturer, to address non-conformances identified in the QAM Audit Report. Items identified as requiring some corrective action will be selected for evaluation, by the QAT-2 Auditor on subsequent audits, until they are found to be in conformance. A follow up audit of all non-conforming audit points from the Annual Audit should be conducted approximately 90 days after receipt of the QAM Audit Report.

3.5.5. Additional Services

Additional services associated with this contract include, but are not limited to the following:

- Witnessing the precast manufacturer’s drilling of concrete cores from selected precast items and transmittal of the cores to the Department’s Materials Laboratory.

- Witnessing calibration checks, performed by the precast manufacturer or their hired scale company, on concrete batch plant scales.

- Assisting the Department in conducting annual concrete batch plant automation system checks at the precast facility.

- Sampling and transmittal of aggregate, cement and other materials from quarries and the precast facilities to the Department's Materials Laboratory.

- Performance of penetration tests, in accordance with ASTM C 1712, during routine audits when the stability of concrete being used is suspect.

3.5.6. Personnel Requirements

It is estimated that a total of 7,100 compensable QAT-2 inspector hours will be required over the base 3 year period.
The following are defined as Key Project Personnel:

**Project Manager**: plans, organizes, assigns and supervises the work of QAT-2s. The assignments are given to the Project Manager a minimum of 48 hours in advance. Evaluates progress of the staff and results obtained, and recommends major changes to achieve overall objectives. The Project Manager position is a non-billable title covered in the firm’s overhead.

**QAT-2** – performs routine and annual audits on specific assignments through a series of related detailed steps or processes. During peak periods and/or emergency conditions, greater levels of staffing may be required by the State. If the State deems that additional manpower is necessary to operate the expanded functions, the Consultant shall provide extra personnel.

(1) The Consultant QAT-2 auditors(s) must have certification in the following area:

- American Concrete Institute (ACI) Concrete Field Testing Technician – Grade 1

(2) The Consultant QAT-2 auditor(s) must also have one of the following two certifications:

- National Precast Concrete Association (NPCA) Production and Quality School – Level 1
- Precast/Prestressed Concrete Institute (PCI) Quality Control and Assurance School – Level 1 & 2

(3) The QAT-2s performing audits must possess the following abilities:

- Good written and oral communication skills with the ability to clearly describe and convey technical information related to precast concrete operations.
- Use of a computer to fill out audit reports and transmit them, along with photos, electronically.
- Good aptitude for reading and understanding precast concrete fabrication shop drawings, specifications and quality control plans.
- Ability to evaluate Precaster’s personnel related to their knowledge and implementation of QCP Procedures and compliance with Department Specifications and Procedures.
- Good judgment and decision making in the conduct and documentation of audits.
3.5.7. Training

New QAT-2 Auditors hired by the firm after contract award must first be approved by the Department before being assigned. In addition, at the discretion of the Department, new auditors will be required to receive a minimum of five days of on-the-job training and evaluation, provided by the firm, prior to assignment to the Department. The training curriculum will not need to be approved by NYSDOT; however the schedule must be approved by the Department prior to its start, should be continuous or nearly continuous, and be completed within three consecutive weeks. At the end of the training, the Department will evaluate the results of the training and then authorize payment for a maximum of five days of training. The Department will then determine the new auditor’s suitability for future assignments. If further training is deemed necessary, the firm will be required to provide the additional training at their expense.

3.5.8. Equipment Requirements

As part of its overhead, the firm shall provide each QAT-2, while on assignment under this contract, with the following equipment and training in its use:

- A notebook or lap top computer with wireless broadband internet connectivity. The computer shall be capable of accessing the internet from the assigned precast facility. All software necessary to fill out, print and electronically transmit audit reports and digital photos shall be included.

- A digital camera having a minimum resolution of 5 mega pixel and a minimum optical zoom of 3x. The camera shall be capable of downloading digital photos to a computer for electronic transmission.

- A cell phone capable of contacting the Department’s Albany office from work assignment locations.

- Apparatus for performing penetration tests in accordance with ASTM C 1712 Rapid Assessment of Static Segregation Resistance of Self-Consolidating Concrete Using Penetration Test.
Regional Technical Support Services
3.6. Regional Technical Support Services

3.6.1. Overall Scope

Selected inspection and testing consultants will provide sampling, testing, and inspection services on an as-needed task assignment basis in accordance with the Department's procedures.

The services sought are Portland Cement Concrete and Hot Mix Asphalt Plant Inspection in ten selected Department Regions (Region 1 - Albany, Region 3 - Syracuse, Region 4 - Rochester, Region 5 - Buffalo, Region 6 - Hornell, Region 7 - Watertown, Region 8 - Poughkeepsie, Region 9 - Binghamton, Region 10 - Long Island, and Region 11 - New York City). Please see Exhibit 8 for NYSDOT Regional map.

3.6.2. Contract Objectives

The Department anticipates the award of one contract per Region. However, the Department reserves the right to (1) combine two or more Regions in one contract; or (2) award multiple contracts for a given Region(s) each to provide various portions of the required services; or (3) include one or more Regions in another inspection and testing contract, if in the Department's opinion, it is in the best interest of the State to do so.

3.6.3. Organization

Agreements with selected consultants will be administered by the Director, Materials Bureau. Authority and responsibility for day-to-day operations will be assigned by the designated Department staff. Assignments will be made in writing to the selected inspection and testing consultants with specific instructions detailing the duties to be performed, location of work, inspector level (Inspector, Intermediate Inspector, Senior Inspector), number of inspectors required, reporting procedures, office or branch location of the consultant from which inspection is assigned, and contact person(s) in the Department who will assign and monitor the work.

Assignments are typically made for the periodic provision of services on either a continuing basis or for a specified time period. Specific Department units in the Materials Bureau and the Regions are charged with the responsibility of administering the day-to-day activities associated with these contracts.

3.6.4. Scope of Work

The selected firm(s) is/are to provide qualified personnel for sampling, inspection and testing services that include;
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Material</th>
<th>Service Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>M1</td>
<td>Portland Cement Concrete</td>
<td>Plant Inspection, Sampling and Testing</td>
</tr>
<tr>
<td>M2</td>
<td>Bituminous Concrete</td>
<td>Plant Inspection, Sampling and Testing</td>
</tr>
<tr>
<td>M4</td>
<td>Various Materials</td>
<td>Testing <em>(See Exhibit 1 Regional Laboratory Testing Services)</em></td>
</tr>
</tbody>
</table>

These services will be primarily performed at Portland Cement Concrete and Hot Mix Asphalt plants providing such materials to Department construction projects. Services shall be provided in accordance with the Department's written instructions and procedures including Materials Methods and Materials Procedures on plant inspection of Portland Cement Concrete and Hot Mix Asphalt; Specifically, Materials Method 9.1 for plant inspection of Portland Cement Concrete and Material Procedure (MP) 401 and Materials Method (MM) 5.16. These documents can be found in APPENDIX D or obtained by contacting the Materials Bureau at:

NYSDOT Materials Bureau Laboratories
7 Harriman Campus Road
Albany, NY 12206
(518) 485-8605

The Department has implemented QC/QA specifications, Section 401, which requires the Quality Control (QC) of Hot Mix Asphalt production by the producer and Quality Assurance (QA) by the Department. The duties for QC/QA inspection are outlined in Materials Procedure MP 401, “Quality Control and Quality Assurance Procedures for Hot Mix Asphalt (HMA) Production”. MP 401 appears on the Department’s web site at:


Additionally, laboratory and field testing services in support of Region 11 is required. Materials to be tested include Portland Cement Concrete, aggregates, hot mix asphalt mixtures and related materials. A listing of testing and coring services is included as part of this solicitation. *(See Exhibit 1 AND Exhibit 6)* Note that coring services are used extensively in Region 11, and occasionally in the other nine regions.

If a selected consultant is unable or unwilling to provide required inspection/testing services, then the Department reserves the right to request the required testing/inspection services from a consultant contracted to provide said inspection/testing services in other Region(s).

Additionally, should the need arise, the Department may expand the coverage area beyond the designated regions for the selected consultant. The terms of reimbursement
for the expanded coverage area will be the same as the rates established in the Regional contract.

Laboratory and field testing services will be **necessary** for the Region 11 contract and **preferred** for the other nine Regional contracts. It is mandated that the laboratory testing of materials (Exhibit 1) be performed by a firm accredited by the AASHTO Accreditation Program (AAP) in the following fields of construction materials testing: (1) Hot Mix Asphalt (HMA), (2) Hot Mix Asphalt Aggregates, (3) Portland Cement Concrete (PCC) and (4) PCC Aggregates. Firms should fully describe in their submittal(s) how they plan to meet these Accreditation requirements.

For the Region 11 contract it is mandated that, at the time of submitting their proposal, the selected firm either: (1) is accredited by AAP or (2) is enrolled and participating in the appropriate proficiency sample programs and have in progress an active AAP application. This is verified by submitting Attachment #10 with the Part II Cost and Contract section. It is expected that the selected firms for the other nine Regional contracts will actively pursue accreditation, as necessary, with the details of their plan to become accredited and have the expected date of accreditation approved by the Department's administrator.

Additionally, for HMA mixture verification testing, a Superpave gyratory compactor is required in accordance with Materials Method 5.16 and density testing in accordance with AASHTO T312. While it is not necessary for firms submitting proposals for the Regional contracts to possess their own Superpave gyratory compactor, these testing services are required for the Region 11 contract. In their submittal(s), firms should fully describe how they plan to meet the Department's testing needs.

Due to the fact that Materials Testing Requirements/Procedures change over time the selected firms may also be required to provide other related sampling, testing, and inspection services. This testing, if required, shall be performed in accordance with generally recognized national standards at the time. In addition, the consultant is required, upon request by the Department, to supply the state with certified inspectors to be utilized at the plants in case of an emergency need.

Consideration is also given to the cost and promptness of services based upon the geographic location of a firm’s functional office in relation to the NYSDOT Region where the services are to be provided. Expected firm response time to an assignment is typically 1-2 days (or sooner depending on construction operation needs). It is desirable that a firm have an inspector or an office within a 200 mile radius of a NYSDOT Regional Office that is associated with each contract being submitted for.

The estimated number of laboratory tests for NYSDOT Region 11 (# of Major Element Tests) and the Inspection Effort (Total Inspector Hours) for each NYSDOT Region for three years is listed below. These figures are for planning and budget submission purposes only and do not guarantee the level of work that the Designated Firm will receive during the course of the contract:
3.6.5. Personnel Requirements

The number in the table below are meant as a guide for the maximum number of trained PCC and HMA inspectors a consultant should anticipate needing to supply during peak construction season. A consultant should anticipate that the number of inspectors needed prior to the peak construction season will likely gradually ramp up to the number needed at the peak time. Likewise, after the peak time of the construction season, the number of inspectors needed, will gradually ramp down.

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<th>*Project Mgr</th>
<th>PCC Inspectors needed</th>
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* The Project Manager Position is a non-billable title covered in Firm Overhead – plans, organizes, assigns and supervises the work of the inspectors. Evaluates progress of the staff and results obtained, and recommends major changes to achieve overall objectives.

Inspector – The inspector must be at least a high school graduate with mathematical/technical course work (e.g. algebra) and either three months of sampling, testing, inspection or other related work experience. However, subject to Department review and approval, equivalent combinations of education, training and experience may also be considered as meeting these requirements.

Intermediate Inspector – In addition to the educational qualifications for inspector, the intermediate inspector must have at least a total of one year’s (one construction season) sampling, testing, inspection or other related work experience. However, subject to Department review and approval, equivalent combinations of education, training and experience may also be considered as meeting these requirements.

Senior Inspector – In addition to the educational qualifications for inspector, the senior inspector must have at least a total of three years (three construction seasons) sampling, testing, inspection or other related work experience. However, subject to Department review and approval, equivalent combinations of education, training and experience may also be considered as meeting these requirements. While providing inspection services a senior inspector must also have responsibilities which include supervision and/or training of other inspectors.

- Inspectors at Portland Cement Concrete (PCC) plants must have a current certification from the NYSDOT Concrete Batch Plant Training Program, or an equivalent as determined by the Director, Materials Bureau.

- Inspectors at Hot Mix Asphalt (HMA) plants must have a current QC/QA Technician Certification as provided by the NYCMA Technician Certification program at Alfred State College or equivalent as determined by the Director Materials Bureau. Certification under the QC/QA Technician Certification Program is based upon successful completion of a two (2) day program including written examination and proficiency testing. Details for this proficiency program and examination may be obtained by contacting:

  Center for Community Education and Training
  Alfred State College
  10 Upper College Drive
  Alfred, NY 14802
  Fax: (607) 587-3295  Phone: (607) 587-4107
Note: In Region 11, it is expected that the samples obtained as a result of the Independent Assurance Sampling and Testing (IAST) will be tested at the selected consultant’s laboratory in Region 11.

3.6.6. Training

Once a year, the Department will provide one day of training to consultant staff (data entry staff or inspectors) responsible for entering sample and test data into the Department’s SiteManager system. This training will be held in Albany, NY. Firms will be reimbursed for their data-entry staff training time at the hourly rate of an Inspector, as well as for travel, meals, and lodging as defined in Section 6.3 at the maximum rates established by the State Comptroller. See section VI.B for more information. In addition, a computer based training aid will be available, providing video training for correct data entry procedures.

New Inspectors hired by the firm after contract award must first be approved by the Department before being assigned. In addition, at the discretion of the Department, new inspectors will be required to receive a minimum of five days of on-the-job training and evaluation prior to assignment to the Department. The training schedule must be approved by the Department prior to its start, should be continuous or nearly continuous, and be completed within three consecutive weeks. At the end of the training, the Department will authorize payment for a maximum of five days of training. The Department will then determine the new inspector’s suitability for future assignments. If, at any point during the life of the contract and if deemed necessary by the state, if further training is deemed necessary (for example, at the beginning of the construction season) the consultant will be required to provide the additional training at no cost to the Department.

3.6.7. Equipment Requirements

In order to facilitate efficient and timely communication, inspectors may be required to use a digital camera and personal computer. The consultant(s) will be required to provide inspectors with access to a digital camera. The consultant(s) will also be required to supply up to three internet-ready laptop computers along with wireless internet access meeting the Department’s specifications. The consultant will also be required to supply plant inspectors with a calculator that is capable of converting US Customary Units to Metric Units. The cost of equipment is not directly reimbursable by the Department and is to be included in the firm’s overhead.

Furthermore, the New York State Department of Transportation has implemented a computer system, called SiteManager, which will support construction and materials management business processes. SiteManager will be used to document all materials related testing statewide. This includes testing done at production facilities supplying materials to construction projects, like concrete and hot mix asphalt plants. In light of the SiteManager system, the Department requires that firms awarded plant inspection contracts
in 2015 and beyond will enter sample and test results from plants directly into the SiteManager, once fully implemented for materials testing.

In order to support the electronic documentation of sample and test data completed at plants, the Consultant will be required to enter plant sample and test results directly into SiteManager, by the close of the business day following testing. Depending on the number of inspectors the Consultant provides the Department, the Consultant needs to have the data entry resources to support this requirement. At least two staff from the inspection firm shall be trained to enter test data into SiteManager (See Training below). Data entry staff from inspection firms will need to submit security access request forms to gain access to the Department’s SiteManager computer system. The Department will work with the designated firm to accomplish this. Until SiteManager is available for data entry, the Consultant shall provide the Laptops to the inspectors for entering data into the spreadsheet developed by the Department.

Below are two examples of business processes which will satisfy this requirement:

**Example 1** – Inspectors providing services through this contract will arrive at the plant with a laptop equipped to meet the following (which will support real time transmission of plant test data):

Inspectors shall be equipped with personal laptop computers with wireless broadband capabilities using the evolution-data optimized (EVDO) telecommunication standard. The Consultant firm shall bear the cost to maintain wireless broadband capabilities on these personal computers. The Department requires these expenses to be part of the Consultant’s overhead and not to be a direct reimbursable contract expense item. These personal computers shall be equipped with the following software installed on them, and this software shall be maintained by the Consultant:

- Microsoft Office 2007 (which includes MS Access)
- Adobe Reader 8.0 (or newer)
- Microsoft Internet Explorer

**Example 2** – The plant inspector would complete lab testing at the plant, and transmit this data back to the consultant firm’s home office, via FAX, e-mail or some other method. These results shall NOT BE FAXED to the Department for purposes of data entry. Consultant staff will be required to enter this sample and test data directly into the SiteManager system, via a connection to the internet to the Department via a secure portal. SiteManager is available on the internet. Under this process, the cost of the data entry staff will not be directly reimbursable, and will be required to be part of the firm’s overhead.
Technical Support Services for NYSDOT Structures Services – Local
3.7. Technical Support Services for NYSDOT Structures Services – Local

3.7.1. A. Overall Scope:

The selected consultant will perform sampling, inspection, and testing services at steel fabrication sites as materials are being manufactured, supplied or fabricated for use in Department construction projects, and at bridge sites.

Services are to be provided in accordance with the Department’s written instructions and procedures, including the construction contract documents, “Standard Specifications,” the “Steel Construction Manual,” Materials Methods, and Materials Procedures.

The Steel Construction Manual is available at the following website: https://www.dot.ny.gov/divisions/engineering/structures/manuals/scm

The Standard Specifications are available at the following website: https://www.dot.ny.gov/main/business-center/engineering/specifications

3.7.2. Contract Objectives

The Department anticipates awarding a single contract. The Department reserves the right to include this contract in another inspection and testing contract, if in the Department’s opinion, it is in the best interest of the State to do so.

3.7.3. Organization

The administrator for these services will be the Deputy Chief Engineer Structures, Office of Structures. Authority and responsibility for day-to-day operations will be assigned by the designated Department staff. Assignments will be made in writing to the selected inspection and testing consultants with specific instructions detailing the duties to be performed, location of work, inspector level (Inspector, Intermediate Inspector, Senior Inspector), number of inspectors required, reporting procedures, office or branch location of the consultant from which inspection is assigned, and contact person(s) in the Department who will assign and monitor the work. Assignments are typically made for the periodic provision of services on either a continuing basis or for a specified time period. Specific Department units in the Office of Structures are charged with the responsibility of administering the day-to-day activities associated with these contracts.

3.7.4. Scope of Work

It is desirable that the selected consultant have an inspector or an office within a 200 mile radius of the anticipated assignment, which will be within a 150 mile radius of Albany, NY. Expected response time to an assignment is typically 1-2 days.
The selected inspection and testing consultant will provide sampling, testing, and inspection services on an as-needed task assignment basis in accordance with the Department's procedures.

The selected consultant will be required to provide qualified and trained personnel, respond to assignments on an as-needed basis in a timely fashion, provide the necessary administrative and technical supervision to their employees, and work in a cooperative fashion with Department personnel.

The materials to be sampled, inspected and/or tested include: structural steel, miscellaneous metals, wood preservatives, coatings, overhead sign structures, fasteners and other manufactured or fabricated materials.

Materials testing services, both laboratory and field, are also required to be available to the Department. A listing of testing services is contained in Exhibit 1 of this solicitation. Both laboratory and field testing is to be performed in accordance with national standards, e.g. ASTM, AASHTO, and ASNDT, or the Department’s specification and/or test methods.

Payment for services will be made under the Items of Service listed in Exhibit 7 which is provided for your information to get a better understanding of the type of services that will be needed.

Materials testing services are not a major component of the services sought, but they must be available to the Department. Laboratory testing includes the testing of metals. Field testing includes the nondestructive testing of metals at structural steel fabrication shops and bridge sites.

3.7.5. Personnel Requirements

Due to the fact that Materials Testing Requirements/Procedures change over time the selected firms may also be required to provide other related sampling, testing, and inspection services. This testing, if required, shall be performed in accordance with generally recognized national standards at the time. In addition, the consultant is required, upon request by the Department, to supply the state with certified inspectors to be utilized at the plants in case of an emergency need.

Personnel functioning under contract with the Department will typically be considered as Inspectors, Intermediate Inspectors, or Senior Inspectors and the complexity of the assignment will determine which grade is specified. The minimum qualifications of the specified Key Project Personnel are:

* The Project Manager Position is a non-billable title covered in Firm Overhead – plans, organizes, assigns and supervises the work of Inspectors, Intermediate Inspectors,
and Senior Inspectors. The assignments are given to the Project Manager a minimum of 48 hours in advance. Evaluates progress of the staff and results obtained, and recommends major changes to achieve overall objectives.

**Inspector** – The inspector must be at least a high school graduate with mathematical/technical course work (e.g., algebra) and either three months of sampling, testing, inspection or other related work experience. However, subject to Department review and approval, equivalent combinations of education, training and experience may also be considered as meeting these requirements.

**Intermediate Inspector** – In addition to the educational qualifications for inspector, the intermediate inspector must have at least a total of one year’s (one construction season) sampling, testing, inspection or other related work experience. However, subject to Department review and approval, equivalent combinations of education, training and experience may also be considered as meeting these requirements.

**Senior Inspector** – In addition to the educational qualifications for inspector, the senior inspector must have at least a total of three years (three construction seasons) sampling, testing, inspection or other related work experience. However, subject to Department review and approval, equivalent combinations of education, training and experience may also be considered as meeting these requirements. While providing inspection services a senior inspector must also have responsibilities which include supervision and/or training of other inspectors.

Inspectors, Intermediate Inspectors, and Senior Inspectors must have experience related to the inspection of the fabrication of welded bridge members or other dynamically loaded structural members.

It is estimated that a total of 3000 compensable inspector hours may be required for these services over the three year period. Of this total, about 55% will be required for the inspection of structural steel fabrication, with the remaining 45% required for sampling, testing, and inspection of other construction materials. It is anticipated that about 90% of the work will be assigned at the Senior Inspector level.

The Consultant Inspectors, Intermediate Inspectors, and Senior Inspectors involved in the sampling, testing, and inspection of steel fabrication must have certification in the following two areas:

**Welding:**

- An American Welding Society (AWS) certification that states they are qualified in accordance with the requirements of AWS QC1-Standards for Qualifications and Certification of Welding Inspectors.

- As an alternate to AWS, inspectors qualified by the Canadian Welding Bureau (CWB) to the requirements of Canadian Standard Association...
(CSA) Standard W178.2, Certification of Welding Inspectors, are considered acceptable.

- Individuals trained by the Metals Engineering Unit of the Department and approved by the Deputy Chief Engineer, Structures (DCES) are also deemed acceptable.

Structural Painting:

- National Association of Corrosion Engineers (NACE) certified Coatings Inspector - Level 3

Finally, these individuals MUST have experience related to the inspection of the fabrication of welded bridge members or other dynamically loaded structural members.

3.7.6. Training

Training and certification of new inspectors are not reimbursable by the State. New inspectors hired during the life of the contract must possess all proper certifications, and must first be approved by the Department before being assigned to a NYSDOT inspection project.

3.7.7. Equipment Requirements

In order to facilitate efficient and timely communication, inspectors may be required to use a digital camera and personal computer. The consultant will be required to provide inspectors with digital cameras and will also supply up to one internet-ready laptop computer. The cost of equipment is not directly reimbursable by the Department and is to be included in the firm’s overhead.
4. PROPOSAL FORMAT AND CONTENTS

4.1. General

Proposers must submit a complete proposal in response to this RFP, using the format and forms provided in this section and in the RFP’s attachments, responding to all requirements and following all instructions. Submission of a proposal shall be construed by NYSDOT as the proposer’s acceptance of the procedures, evaluation criteria, and other administrative instructions in this RFP. **NYSDOT may deem a proposal non-responsive and remove the proposer from consideration for failure to provide the information required or for failure to submit a proposal in the required format.**

**Proposers must deliver proposals to NYSDOT Contract Management Bureau no later than 12:00 PM ET on July 31, 2014 for Precast Audit Services and Technical Support Services for NYSDOT Structures Division – Local and August 5, 2014 for Nationwide Technical Support Services, Prestressed and Precast Concrete Technical Support Services and Regional Technical Support Services. Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposal in NYSDOT Contract Management Bureau’s offices.**

For the purposes of evaluation, each proposal must be submitted in two parts. Part I is the Technical and Management submittal; Part II is the Cost and Contract submittal. Each part must be submitted via a separate e-mail. Each part of the proposal must be complete in itself in order that the evaluation of both parts can be accomplished independently and concurrently, and the Technical and Management submittal can be evaluated strictly on the basis of its merits. Cost information is **NOT** to be included in the Part I submittal. Your proposal should follow the format listed below for each category of services.

**NOTE:** NYSDOT will protect confidential and proprietary information from disclosure to the extent permitted by the Freedom of Information Law (“FOIL”), Article 6 of the Public Officers Law. If an offerer believes information included in their proposal is confidential and proprietary, they should identify those page(s) of their proposal which contain such information as “confidential and proprietary”. Additionally, offerers need to explain the reason(s) why this information should be considered exempt from public disclosure under FOIL. The identification of pages and the reasons for exemption should be attached to the NYSDOT 255NAE form as a separate page.

4.2. Part I Technical and Management Submittal

Part I is the Technical and Management submittal, and shall consist of

a. The Technical and Management submittal using the NYSDOT 255NAE form (**Attachment #7**).

b. Any Employment Certification letters as specified in Sections 4.4 – 4.8 below

c. Any FOIL exemption request
d. A copy of Exhibit 1 Laboratory/Field Testing Services as applicable to the category of service being proposed, with a “Yes” or “No” checked next to each item indicating in-house capability. **Please note:** the copy of Exhibit 1 included with the Part I submission **MUST NOT** contain any pricing information.

Proposing firms shall use the NYSDOT 255NAE form (Attachment #7) for their Part I submission. The form’s purpose is to provide information regarding the firm’s qualifications to undertake a specific project. Only one form should be submitted for each team (prime or joint-venture plus subconsultants) **SEPARATE FORMS SHOULD NOT BE SUBMITTED FOR SUBCONSULTANTS.** Responses should be as complete and accurate as possible and contain data relevant to the specific project. **ALL INFORMATION CONTAINED IN THE FORM SHOULD BE CURRENT AND FACTUAL.**

The 255 NAE form must be downloaded from the NYSDOT web site, completed, and submitted via e-mail as a single electronic document in a PDF format to the designated Office of Contracts Management analyst (Sec. 6.1). The NYSDOT 255NAE Instructions (Attachment #9) can also be downloaded from the NYSDOT web site, and contains specific formatting instructions which must be followed.

File names shall begin with the Contract Number, followed by your firm name and ending with the 6 digits: 255NAE (e.g. C031231xxxx255NAE.pdf, where “xxxx” is the firm’s name). **DO NOT INCLUDE ANY GRAPHICS EXCEPT AS NEEDED FOR THE ORGANIZATIONAL CHART (ITEM 7).**

THE NYSDOT 255NAE FORM SHALL NOT BE ALTERED AND IT SHALL BE SUBMITTED IN BLACK AND WHITE. ANY PAGES OF THE 255NAE WHICH HAVE BEEN ALTERED OR HAVE NOT FOLLOWED THE FORMATTING INSTRUCTIONS MAY, AT NYSDOT’S DESCRETION, BE REMOVED FROM THE SUBMISSION BEFORE THE TECHNICAL EVALUATION PROCESS.

### 4.3. Part II Cost and Contract Submittal

Part II is the Cost and Contract submittal, and is composed of the following items:

a. Laboratory/Field Testing Services (**Exhibit 1**) with pricing information,
b. The Project Budget Submission (**Exhibit 2**) as applicable to the category of service being proposed,
c. The PLL forms (Attachment #2),
d. DBE Participation Information (Attachment #5)
e. DBE Solicitation Log (Attachment #6) plus the DBE Goal Attainment Explanation Letter (for all submissions where less than 18% DBE participation is proposed),
f. The Consultant Certification form (Attachment #8),
g. Any and all future RFP Modification Acknowledgements.
4.3.1. Laboratory/Field Testing Services (Exhibit 1)

Firms shall complete the unit costs for Exhibit 1 Laboratory/Testing Services, and submit it as a PDF File. Firms shall indicate if they have the in-house capability to perform the test, and a 3-year price that will be charged during the 3-year base period of the contract. The file name shall begin with the contract number followed by the firm name and ending with the Schedule title (C031231xxxxTestingSchedule.pdf).

4.3.2. Procurement Lobbying Law

All proposers should visit the “Consultants” Web page on NYSDOT’s Web site to read the Procurement Lobbying Law Interim Guidelines and Procedures https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions

Filing the two required forms (Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b) and Offerer Disclosure of Prior Non-Responsibility Determinations) is mandatory for all consultants in order to be considered for contract award. (see Attachment #2).

Use the appropriate Contract Number (C031231) wherever requested in the forms. Please call or e-mail the person identified as the contact in the Administrative Specifications section (6.1) of this RFP if you have any questions regarding how to complete this required form.

Per the Procurement Lobbying Law of 2005, any person who wishes to contact NYSDOT regarding this project during the restricted period (i.e. from advertisement through designation), may only contact the person noted in the cover letter to this solicitation.

Please e-mail the completed forms as a PDF file along with the other information above as the Cost and Contract Submission to the Department Analyst designated in Section 6.1. The file name shall begin with the contract number followed by the firm name and ending with the form name (C031231xxxxPLL.pdf).

4.3.3. DBE Participation Information

Complete and submit Attachment #5 DBE Participation Information. Provide the legal names of all certified DBE consultants (prime and/or subconsultant).

For firms whose DBE subconsultant participation is less than the established goal of 18%, the firm MUST also complete and submit: (a) Attachment #6: DBE Solicitation Log. AND (b) a DBE Goal Attainment Explanation Letter for either partial goal attainment or no goal attainment at all. The documents should be formatted as PDF files. The file names shall begin with the contract number followed by the firm name and
4.3.4. Consultant Certifications

The Offeror shall specifically state its acceptance of all Terms and Conditions of the Contract contained in Attachment 1 of this Request for Proposals by completing and submitting the Consultant Information and Certifications Form (Attachment 8), to indicate a firm’s acceptance of all terms and conditions contained in the Contract. Altering this form without the prior express written approval of NYSDOT is prohibited and will lead to the proposal being deemed non-responsive and subsequently dismissed.

NYSDOT reserves the right to make minor clarifications to the Scope of Services to be performed under this Agreement, via Attachment A, Exhibit A, Scope of Service Clarifications, subsequent to the opening of proposals but prior to contract execution.

Please e-mail the completed Certification as a PDF along with the other information in the Cost and Contract Submission to the Department Analyst designated in Section 6.1. The file name shall begin with the contract number followed by the firm name and ending with the form name (C031231xxxxCIC.pdf).

Firms are to submit a single Attachment 8 with their Part II submission. If a firm is bidding on two or more contracts, please indicate all contract numbers at the top of the form.

4.3.5. Modification Acknowledgements

All respondents to this solicitation must include any future Modification Acknowledgements with their Part II submission. All respondents must have an authorized representative of the firm acknowledge receipt and acceptance of each of the Modifications. The document should be formatted as a PDF file. The file name shall begin with the contract number followed by the firm name and ending with the Modification number (C031231xxxxModificationx.pdf).

See Sections 4.4 through 4.8 for specific areas proposers should address when completing the specified items in Parts I and II of their proposals.
4.4. Nationwide Support Services

4.4.1. Part I Technical and Management Submittal NYSDOT 255NAE (Attachment #7)

Item #7 Organizations Chart

The Consultant’s Project Manager should be identified in the Organizational Chart. The Project Manager is the individual who is the primary Point Of Contact for NYSDOT, and will be the individual responsible for the overall success of the Project.

Item #8 Key Staff Resumes

The selection and retention of a Consultant will be contingent on the availability of the following proposed key staff. Proposing firms must provide resumes for the following key staff:

- Project Manager(s)
- Senior Inspectors (3)
- Intermediate Inspector (3)
- Inspector (3)

The total number of resumes is limited to nine for the various inspector levels, and as many Project Managers as the firm wishes to submit.

Note: If the actual start date of the contract is delayed past the expected date stated in Section 2.4 and specific individuals as proposed are no longer available, or if specific individuals proposed become unavailable during the life of the contract, the consultant will supply replacement staff at the same level of experience and expertise, subject to the approval of the NYSDOT Project Director.

For each Inspector, Intermediate Inspector, and Senior Inspector, indicate on the resume (section 8G) their appropriate certification and/or training that meets the requirements stipulated in Section 3.3.5 of the RFP.

If more space is needed than provided in 8G, firms may use the space provided in 8I.

If a firm is proposing individual(s) for a key staff position who are currently employed by a different firm, then a letter from the individual(s) confirming their intent to leave their current employer to join the proposing firm if designated for this contract must be supplied. The
confirmation letter must be a separate document along with the Part I proposal submission.

In the narrative section (section 8I), please address the individual’s experience with the following:

a. Experience in sampling, inspection, and testing services at manufacturing, supply, and fabrication sites.
b. Experience implementing a manufacturers’ Quality Control Plan.
c. Experience at laboratory testing.
d. Experience at field testing.

Item #9. Approach to Scope of Services

Address the following in item 9 of the NYSDOT 255NAE:

- Describe the firm’s plan to train sufficient staff and obtain sufficient certified senior inspectors intermediate inspectors and inspectors. (It is necessary that the certification be in place by January 1, 2015.)
- Describe the firm’s plan to provide geographic coverage and its capacity to carry out the scope of services in a timely manner to the various locations described in Section 3.3.4 of the RFP.

Item #10 Project Experience

List/Describe up to ten contracts/projects for which any or all Team members provided relevant material sampling/testing services. This is a Team response - include as appropriate a description of the different roles of each Team member(s).

In the “Description and Nature of Firm’s Responsibility” area, please address the experience of the proposing firm(s) with regard to:

a. Experience at a sampling, inspecting and/or testing site – within the last five years, list projects/assignments that were completed that provided quality control or quality assurance related to the inspection of the fabrication of welded bridge members or other dynamically loaded structural members. Specify how the work performed verifies that experience.
b. Experience at laboratory testing - includes the testing of metals, bridge bearings, and Portland cement and coatings
c. Experience at field testing - includes the nondestructive testing of metals at structural steel fabrication shops and bridge sites and pavement friction testing.

d. Experience with Quality Control Procedures – within the last five years, list projects/assignments that were completed at a manufacturing, supply or fabrication site in the United States or Canada verifying materials to be sampled, inspected and/or tested were completed in accordance with a written quality control plan or similar document.

Only those contracts/projects listed that provide a reachable point of contact with both a valid telephone number and a current e-mail address (that is in a position to answer reference check questions for the firm) will be considered by the Technical Evaluation committee. These points of contact will be asked to complete a reference check form used for scoring (see Section 5.3).

4.4.2. Part II: Cost and Contract Submittal

Project Budget Submission

All firms must complete the Hourly Rate Submittal (See Exhibit 2) to provide salary rate information proposed for the various Inspector levels. The rates submitted must be for the entire team (Prime consultants and any subconsultants) for each year. The specific hourly rates shall be inclusive of all direct and indirect costs and profit. For pricing purposes only, it is estimated that a total of 250,000 compensable inspector hours may be required for these services over the three year period of the contract. Of this total, about 55% will be required for the inspection of structural steel fabrication, with the remaining 45% required for sampling, testing, and inspection of other construction materials. It is anticipated that about 80% of the work will be assigned at the Senior Inspector level. For the contract period, the selected firm will only be reimbursed for actual hours assigned. Firms are to complete only the white areas of the form, and shall not change any of the formulas embedded into the spreadsheet.

Note: Direct non-salary cost schedule is not part of the cost submission. Travel, meals and lodging reimbursements shall be limited to the prevailing maximum state and nationwide rates available at the following Web site: http://www.gsa.gov/.

Please e-mail the completed chart as an Excel spreadsheet along with the other information of the Cost and Contract Submission to the Department Analyst designated in Section 6.1. The file name shall begin with the contract number followed by the firm name and ending with the Schedule title (C031231xxxxHourlyRate.xls).
4.5. Prestressed and Precast Concrete Technical Support Services

4.5.1. Part I Technical and Management Submittal NYSDOT 255NAE (Attachment #7)

Item #7 Operational Chart

The Consultant’s Project Manager should be identified in the Organizational Chart. The Project Manager is the individual who is the primary Point Of Contact for NYSDOT, and will be the individual responsible for the overall success of the Project.

Item #8 Key Staff Resumes

The selection and retention of a Consultant will be contingent on the availability of the following proposed key staff. Proposing firms must provide resumes for the following key staff:

- Project Manager (1)
- Senior Inspectors (8)
- Intermediate Inspector (3)
- Inspector (2)

The total number of resumes is limited to 14. Add additional pages as necessary.

**Note:** If the actual start date of the contract is delayed past the expected date stated in Section 2.4 and specific individuals as proposed are no longer available, or if specific individuals proposed become unavailable during the life of the contract, the consultant will supply replacement staff at the same level of experience and expertise, subject to the approval of the NYSDOT Project Director.

For each Inspector, Intermediate Inspector, and Senior Inspector, indicate on the resume (section 8G) their appropriate certification and/or training that meets the requirements stipulated in Section 3.4.5 of the RFP.

If more space is needed than provided in 8G, firms may use the space provided in 8I.

If a firm is proposing individual(s) for a key staff position who are currently employed by a different firm, then a letter from the individual(s) confirming their intent to leave their current employer to join the proposing firm if designated for this contract must be supplied. The
confirmation letter must be a separate document along with the Part I proposal submission.

In the narrative section (section 8I), please address the individual’s experience with the following:

a. Providing quality control or quality assurance related to the inspection during fabrication of structural prestressed and other structural precast components. Also experience implementing a manufacturers’ Quality Control Plan.

b. Inspection of structural prestressed and other structural precast concrete component fabrication that was completed in the United States or Canada in accordance with a written quality control plan or similar document.

Item #9. Approach to Scope of Services

Address the following in item 9 of the NYSDOT 255NAE:

- Describe the firm’s plan to train sufficient staff ACI and PCI certified technicians and obtain sufficient certified inspectors, intermediate inspectors, and senior inspectors. It is necessary that the certifications be in place by January 1, 2015.
- Describe the firm’s plan to provide geographic coverage and its capacity to carry out the scope of services in a timely manner to the various locations described in Section 3.4.4 of the RFP.

Item #10 Project Experience

List all NYSDOT and any other state, county or local DOT’s projects/assignments, within the last five years that involved providing quality control or quality assurance related to the inspection of structural prestressed concrete component fabrication and other structural precast components.

Only those contracts/projects listed that provide a reachable point of contact with both a valid telephone number and a current e-mail address (that is in a position to answer reference check questions for the firm) will be considered by the Technical Evaluation committee. **These points of contact will be asked to complete a reference check form used for scoring (see Section 5.3).**
4.5.2. Part II: Cost and Contract Submission

Project Budget Submission

All firms must complete the Hourly Rate Submittal (See Exhibit 2) to provide salary rate information proposed for the various Inspector levels. The rates submitted must be for the entire team (Prime consultants and any subconsultants) for each year. The specific hourly rates shall be inclusive of all direct and indirect costs and profit. For pricing purposes only, it is estimated that a total of 75,000 compensable inspector hours may be required for these services over the three year period of the contract. It is anticipated that about 95% of the work will be assigned at the Senior Inspector level. For the contract period, the selected firm will only be reimbursed for actual hours assigned. Firms are to complete only the white areas of the form, and shall not change any of the formulas embedded into the spreadsheet.

Note: Direct non-salary cost schedule is not part of the cost submission. Travel, meals and lodging reimbursements shall be limited to the prevailing maximum state and nationwide rates available at the following Web site: http://www.gsa.gov/.

Please e-mail the completed chart as an Excel spreadsheet along with the other information of the Cost and Contract Submission to the Department Analyst designated in Section 6.1. The file name shall begin with the contract number followed by the firm name and ending with the Schedule title (C031231xxxxHourlyRate.xls).
4.6. **Precast Audit Technical Support Services**

4.6.1. Part I Technical and Management Submittal NYSDOT 255NAE (Attachment #7)

**Item #7** Organizations Chart

The Consultant’s Project Manager should be identified in the Organizational Chart. The Project Manager is the individual who is the primary Point Of Contact for NYSDOT, and will be the individual responsible for the overall success of the Project.

**Item #8** Key Staff Resumes

The selection and retention of a Consultant will be contingent on the availability of the following proposed key staff. Proposing firms must provide resumes for the following key staff:

- Project Manager (1)
- QAT-2 Auditors (5)

The total number of resumes is limited to six.

**Note:** If the actual start date of the contract is delayed past the expected date stated in Section 2.4 and specific individuals as proposed are no longer available, or if specific individuals proposed become unavailable during the life of the contract, the consultant will supply replacement staff at the same level of experience and expertise, subject to the approval of the NYSDOT Project Director.

1) For each resume, indicate the appropriate certification (See Section 3.5.6).
2) For each resume, indicate the appropriate training in the following areas:

- Auditing Quality Control Procedures of a Manufacturing Process
- Reading Concrete Construction Specifications
- Reading Concrete Construction Shop Drawings or Blue Prints

If a firm is proposing individual(s) for a key staff position who are currently employed by a different firm, then a letter from the individual(s) must be supplied confirming their intent to leave their current employer to join the proposing firm if designated for this contract. The confirmation letter must be a separate document along with the proposal submission.
In the narrative section (section 8I), please address the individual’s experience with:

a. Quality Control auditing at a precast manufacturing facility

b. Auditing a manufacturer’s Quality Control plan.

Item #9. Approach to Scope of Services

Address the following in item 9 of the NYSDOT 255NAE:

- It is recognized that, at the time of submittal of a firm’s proposal, firms may not have sufficient trained and certified QAT-2s. The consultant will describe their plan to obtain sufficiently trained and certified QAT-2s.

- The consultant will address their Team’s capacity and plan to carry out the scope of services described in Section 3, in a timely manner, at the following five geographically different locations, while maintaining team integrity:
  - Jersey Precast, Hamilton, NJ.
  - Kistner Concrete Products, Lockport, NY
  - LHV Precast, Kingston, NY
  - Jefferson Concrete, Watertown, NY
  - Fort Miller Company, Schuylerville, NY

Item #10 Project Experience

The consultant will list projects that identify their firm’s experience in providing the following, and will describe the experience in the “Description and Nature of Firm’s Responsibility” area:

**QC experience at a pre-cast facility** – within the last five years, list projects that were completed that provided quality control or quality assurance at a pre-cast concrete facility in the United States or Canada. Specify how the work performed verifies that pre-cast concrete products were manufactured in accordance with applicable pre-cast fabrication specifications and shop drawings.

**Experience with Quality Control Procedures** – within the last five years, list auditing projects that were completed verifying that a manufacturer was performing quality control testing and inspection of a manufactured product in accordance with a written quality control plan or similar document in the United States or Canada.
Only those contracts listed that provide a reachable point of contact with both a valid telephone number and a current e-mail address (that is in a position to answer reference questions for the firm) will be considered by the committee. These points of contact will be asked to complete a reference check form used for scoring (see Section 5.3).

4.6.2. Part II: Cost and Contract Submittal

Project Budget Submission

All firms must complete the Hourly Rate Submittal (See Exhibit 2) to provide salary rate information proposed for QAT-2’s. The rates submitted must be for the entire team (Prime consultants and any subconsultants) for each year. The specific hourly rates shall be inclusive of all direct and indirect costs and profit. For pricing purposes only, it is estimated that a total of 7,100 compensable inspector hours may be required for these services over the three year period of the contract. For the contract period, the selected firm will only be reimbursed for actual hours assigned. Firms are to complete only the white areas of the form, and shall not change any of the formulas embedded into the spreadsheet.

Note: Direct non-salary cost schedule is not part of the cost submission. Travel, meals and lodging reimbursements shall be limited to the prevailing maximum state and nationwide rates available at the following Web site: http://www.gsa.gov/.

Please e-mail the completed chart as an Excel spreadsheet along with the other information of the Cost and Contract Submission to the Department Analyst designated in Section 6.1. The file name shall begin with the contract number followed by the firm name and ending with the Schedule title (C031231xxxxHourlyRate.xls).
4.7. Regional Technical Support Services

4.7.1. Part I Technical and Management Submittal NYSDOT 255NAE (Attachment #7)

Note: Firms shall submit a NYSDOT 255NAE for each regional contract they are bidding on.

Item #3G Indicate the distance, in miles, from the Regional Office to either the closest inspector or closest consultant office.

Item #7 Organizations Chart

The Consultant’s Project Manager should be identified in the Organizational Chart. The Project Manager is the individual who is the primary Point Of Contact for NYSDOT, and will be the individual responsible for the overall success of the Project.

Item #8 Key Staff Resumes

The selection and retention of a Consultant will be contingent on the availability of the following proposed key staff. Proposing firms must provide resumes for the following key staff:

- Project Manager (1)
- PCC – Senior Inspectors (2)
- HMA – Senior Inspectors (2)
- PCC – Intermediate Inspector (1)
- HMA – Intermediate Inspector (1)
- PCC – Inspector (1)
- HMA – Inspector (1)

The total number of resumes is limited to nine.

Note: If the actual start date of the contract is delayed past the expected date stated in Section 2.4 and specific individuals as proposed are no longer available, or if specific individuals proposed become unavailable during the life of the contract, the consultant will supply replacement staff at the same level of experience and expertise, subject to the approval of the NYSDOT Project Director.

For each PCC Inspector, indicate on the resume (section 8G) their appropriate certification and/or training:
• Inspectors for PCC plants will indicate that they either have a current certification from the NYSDOT Concrete Batch Plant Training Program, or an equivalent as determined by the Director, Materials Bureau; or indicate when and where they will obtain certification.

For each **HMA** Inspector, indicate on the resume (section 8G) their appropriate certification and/or training:

• Inspectors at Hot Mix Asphalt (HMA) plants will indicate that they either have a current QC/QA Technician Certification as provided by the NYCMA Technician Certification program at Alfred State College or equivalent as determined by the Director Materials Bureau (Certification under the QC/QA Technician Certification Program is based upon successful completion of a two (2) day program including written examination and proficiency testing); or indicate when and where they will obtain certification. Details for this proficiency program and examination may be obtained by contacting:

  Center for Community Education and Training
  Alfred State College
  10 Upper College Drive
  Alfred, NY 14802
  Fax: (607) 587-3295  Phone: (607) 587-4107

If more space is needed than provided in 8G, firms may use the space provided in 8I.

If a firm is proposing individual(s) for a key staff position who are currently employed by a different firm, then a letter from the individual(s) confirming their intent to leave their current employer to join the proposing firm if designated for this contract must be supplied. The confirmation letter must be a separate document along with the proposal submission.

In the narrative section (section 8I), please address the individual’s experience with the following:

a. Sampling, inspection, and testing experience at Portland Cement Concrete plants.

b. Sampling, inspection, and testing experience at Hot Mix Asphalt plants.

c. Quality, extent and relevance of education and training.
Item #9. Approach to Scope of Services

Address the following in item 9 of the NYSDOT 255NAE:

- Describe the firm’s plan to train sufficient staff and obtain sufficient certified senior inspectors, intermediate inspectors, and inspectors. (It is necessary that the certification be in place by January 1, 2015.)

- Describe firm’s approach to respond to regional specific needs in a timely manner with regard to functional office, travel for inspectors and coordination with NYSDOT. For Region 11 describe how the firm will fully meet the Departments testing and AAP accreditation needs as described in Section 3.6.4 above, including the need for a Superpave Gyratory Compactor.

- Describe how the firm plans to enter data into NYSDOT’s SiteManager system.

Item #10 Project Experience

List/Describe up to ten contracts/projects for which any or all Team members provided relevant material sampling/testing services. This is a Team response - include as appropriate a description of the different roles of each Team member(s).

In the “Description and Nature of Firm’s Responsibility” area, please address the experience of the proposing firm(s) with regard to:

a. Sampling, inspection, and testing at Portland Cement Concrete plants.

b. Sampling, inspection, and testing at Hot Mix Asphalt plants.

Only those contracts listed that provide a reachable point of contact with both a valid telephone number and a current e-mail address (that is in a position to answer reference check questions for the firm) will be considered by the committee. These points of contact will be asked to complete a reference check form used for scoring (see Section 5.3).
4.7.2. Part II: Cost and Contract Submittal

Project Budget Submission

All firms must complete the Project Budget Submittal (See Exhibit 2) to provide salary rate information proposed for all categories of personnel offered and/or price-per-test figures for Major Element Testing. The specific hourly rates shall be inclusive of all direct and indirect costs and profit, and shall represent the rates which would be utilized over the three year period of performance. For pricing purposes, the estimated hours assume that approximately 20% of the assignments may involve overtime situations. Firms are to complete only the white areas of the form, and shall not change any of the formulas embedded into the spreadsheet. Firms should complete only those worksheets for the Regional contracts on which they are bidding.

Note: Direct non-salary cost schedule is not part of the cost submission. Travel, meals and lodging reimbursements shall be limited to the prevailing maximum state and nationwide rates available at the following Web site: http://www.gsa.gov/. All direct non-salary costs attributed to this project must be included.

Please e-mail the completed chart as an Excel spreadsheet along with the other information of the Cost and Contract Submission to the Department Analyst designated in Section 6.1. The file name shall begin with the contract number followed by the firm name and ending with the Schedule title (C031231xxxxProjectBudget.xls).

Firms shall use a single Exhibit 1 for their submission. If bidding on two or more Regions, firms will submit the required worksheets in Exhibit 2 specific to the Region they are bidding on.

Region 11 Certification

Any firm proposing for the Region 11 contract must complete and submit Attachment #10 as part of their Cost and Contract submission. Please e-mail the completed Certification as a PDF along with the other information in the Cost and Contract Submission to the Department Analyst designated in Section 6.1. The file name shall begin with the contract number followed by the firm name and ending with the form name (C031231xxxxRegion11Cert.pdf).

Preference Form

Based on past experience, the Department has decided to limit the number of regional contracts that will be awarded to any one consulting firm. This will ensure that consultants can supply enough inspection staff to meet the needs of the Regions in a timely manner. Consultants bidding on more than one region will be awarded a
maximum of four upstate regions or one downstate region. The Regions are designated as follows:

- **Upstate**: 1, 3, 4, 5, 6, 7, 9
- **Downstate**: 8, 10, 11

Firms submitting proposals for more than four upstate regions or more than one downstate region shall complete and submit Attachment #11: Preference Form and indicate the order in which they wish to be awarded contracts. If a firm has the top-ranked proposals in more than four upstate or one downstate Region, then the order indicated on the Preference Form will be used to determine which Regions the firm shall be awarded. The file name shall begin with the contract number followed by the firm name and ending with the form name (C031231xxxxPrefForm.pdf).
4.8. Technical Support Services for NYSDOT Structures Services – Local

4.8.1. Part I Technical and Management Submittal NYSDOT 255NAE (Attachment #7)

Item #7 Organizational Chart

The Consultant’s Project Manager should be identified in the Organizational Chart. The Project Manager is the individual who is the primary Point Of Contact for NYSDOT, and will be the individual responsible for the overall success of the Project.

Item #8 Key Staff Resumes

The selection and retention of a Consultant will be contingent on the availability of the following proposed key staff. Proposing firms must provide resumes for the following, specified as Key Project Personnel:

- Project Manager (1)
- Senior Inspectors (2)
- Intermediate Inspector (1)
- Inspector (1)

The total number of resumes is limited to five for the various inspector levels, and the Project Manager.

Note: If the actual start date of the contract is delayed past the expected date stated in Section 2.4 and specific individuals as proposed are no longer available, or if specific individuals proposed become unavailable during the life of the contract, the consultant will supply replacement staff at the same level of experience and expertise, subject to the approval of the NYSDOT Project Director.

For each Inspector, Intermediate Inspector, and Senior Inspector, indicate on the resume (section 8G) their appropriate certification and/or training that meets the requirements stipulated in Section 3.7.5 of the RFP.

If more space is needed than provided in 8G, firms may use the space provided in 8I.

If a firm is proposing individual(s) for a key staff position who are currently employed by a different firm, then a letter from the individual(s) confirming their intent to leave their current employer to join the proposing firm if designated for this contract must be supplied. The
confirmation letter must be a separate document along with the Part I proposal submission.

In the narrative section (section 8I), please address the individual’s experience with the following:

a. Experience in sampling, inspection, and testing services at manufacturing, supply, and fabrication sites.

b. Experience implementing a manufacturers’ Quality Control Plan.

c. Experience at laboratory testing.

d. Experience at field testing.

Item #9. Approach to Scope of Services

Address the following in item 9 of the NYSDOT 255NAE:

- Describe the firm’s plan to train sufficient staff and obtain sufficient certified senior inspectors, intermediate inspectors, and inspectors. (It is necessary that the certification be in place by January 1, 2015.)

- Describe the firm’s plan to provide regional geographic coverage and its capacity to carry out the scope of services in a timely manner to the various locations described in Section 3.7.4 of the RFP.

Item #10 Project Experience

List/Describe up to ten contracts/projects for which any or all Team members provided relevant material sampling/testing services. This is a Team response - include as appropriate a description of the different roles of each Team member(s).

In the “Description and Nature of Firm’s Responsibility” area, please address the experience of the proposing firm(s) with regard to:

a. Experience at a sampling, inspecting and/or testing site – providing quality control or quality assurance related to the inspection of the fabrication of welded bridge members or other dynamically loaded structural members. Specify how the work performed verifies that experience.

b. Experience at laboratory testing - includes the testing of metals, wood preservatives, and coatings
c. Experience at field testing - includes the nondestructive testing of metals and evaluation of galvanized coatings at structural steel fabrication shops and bridge sites.

d. Experience with Quality Control Procedures – verifying materials to be sampled, inspected and/or tested were completed in accordance with a written quality control plan or similar document in the United States or Canada.

Only those contracts/projects listed that provide a reachable point of contact with both a valid telephone number and a current e-mail address (that is in a position to answer reference check questions for the firm) will be considered by the Technical Evaluation committee. These points of contact will be asked to complete a reference check form used for scoring (see Section 5.3).

Firms shall also complete Exhibit 2 Laboratory/Testing Services, and submit it as a PDF File. Firms shall indicate if they have the in-house capability to perform the test, but shall not indicate any pricing. The file name shall begin with the contract number followed by the firm name and ending with the Schedule title (C031231xxxxTesting.pdf).

4.8.2. Part II: Cost and Contract Submittal

Project Budget Submission

All firms must complete the Hourly Rate Submittal (See Exhibit 2) to provide salary rate information proposed for the various Inspector levels. The rates submitted must be for the entire team (Prime consultants and any subconsultants) for each year. The specific hourly rates shall be inclusive of all direct and indirect costs and profit. For pricing purposes only, it is estimated that a total of 3,000 compensable inspector hours may be required for these services over the three year period of the contract. Of this total, about 55% will be required for the inspection of structural steel fabrication, with the remaining 45% required for sampling, testing, and inspection of other construction materials. It is anticipated that about 90% of the work will be assigned at the Senior Inspector level. For the contract period, the selected firm will only be reimbursed for actual hours assigned. Firms are to complete only the white areas of the form, and shall not change any of the formulas embedded into the spreadsheet.

Note: Direct non-salary cost schedule is not part of the cost submission. Travel, meals and lodging reimbursements shall be limited to the prevailing maximum state and nationwide rates available at the following Web site: http://www.gsa.gov/.

Please e-mail the completed chart as an Excel spreadsheet along with the other information of the Cost and Contract Submission to the Department Analyst designated
in Section 6.1. The file name shall begin with the contract number followed by the firm name and ending with the Schedule title (C031231xxxxHourlyRate.xls).
5. CRITERIA FOR EVALUATION OF PROPOSALS

5.1 General

Proposals shall be pre-screened to determine if they meet the minimum RFP responsiveness (Section 1.3). Those which do shall be considered further; those which do not shall be deemed non-responsive and shall be removed from further consideration.

Proposals shall then be evaluated by the Department using a Best Value Method evaluation process based on the technical and cost criteria described below. Technical considerations are of greater importance than pricing considerations; however, price is a significant factor in the Department’s evaluation of proposals. Technical proposals will be scored based on the information provided under Section 4 Proposal Format and Contents in accordance with the pre-established criteria listed in Section 5.3 below. The cost portion (Cost and Contract Submittal) will be point scored in accordance with the pre-established criteria listed in Section 5.4 below.

Technical evaluation of proposals will be accomplished by a representative committee comprised, as appropriate, of technical, program and management personnel. Committee members will score each proposal individually and then meet as a group to discuss and technically short list the proposals. Evaluators will be allowed to revise scores on the basis of the committee discussions. Only proposals determined to be technically acceptable and susceptible for contract award (short-listed) will be considered further and have their cost proposal included in the selection process (See Section 5.3 below).

Proposers responding to this RFP may be requested to clarify issues or to provide additional insights into their proposal through written clarifications and/or technical interviews. If written clarifications are required to complete the technical evaluation of proposals, evaluators will be allowed to revise their technical scores based on this additional information. The Department also reserves the right to ask clarifying questions regarding each cost proposal (Part II) and DBE participation as well. The Department reserves the right to request best and final offers from firms that are determined to be susceptible for contract award.

Awards shall be made to the offerors whose proposals receive the highest total score after considering all technical and cost/price evaluation factors. Firms are advised to review Section 4.7 regarding the Department’s decision to limit the number of Regions a consulting firm will be awarded under the Regional Technical Support Services Category.

Note: In the event two or more proposals are found to be “substantially equivalent”, the Department reserves the right to award the contract under the terms of State Finance Law §163 (10)(a).
At the conclusion of the evaluation process, an announcement of the Department’s designation(s) will be posted on the NYSDOT Web site listed below:

All non-designated firms shall be notified in writing regarding the results from the solicitation, and will be offered an opportunity to hold a debriefing. It is expressly understood that this Request for Proposals does not commit the Department to award a contract, pay any costs incurred in the preparation of a proposal to this request, or to procure or contract services or supplies. Additionally, the Department shall have no obligation or liability whatsoever to the vendor selected as a result of this solicitation unless and until a contract satisfactory to the Department is approved and executed by the vendor and all necessary State officials.

5.2 Pre-Screening of Proposals - Including DBE Participation

NYSDOT will conduct a pre-screening of each proposal to ensure all contents have been submitted in accordance with the minimum proposal responsiveness requirements as specified in Section 1.3 of the RFP. RFP specifications include that it is NYSDOT’s sole discretionary determination as to whether a proposal is complete. Proposals which do not meet the mandatory specifications in the Minimum RFP Responsiveness section shall be deemed non-responsive by NYSDOT and shall not be considered further.

As part of the pre-screening process, the proposed DBE participation percentages offered for NYSUCP certified prime consultants and/or NYSUCP certified subconsultants will be reviewed (Attachment #5: DBE Participation Information). To count towards the Department’s DBE participation goal, each firm must be currently listed in the NYSUCP Directory. If the proposed DBE participation is less than the established 18% goal (or where a prime consultant certified as a DBE proposes to meet the Department’s DBE participation goal via their meaningful participation), the firm’s evidence of a Good Faith Effort (Attachment #6: DBE Participation Solicitation Log) to achieve the goal will be reviewed, along with the firm’s letter of explanation (DBE Goal Attainment Explanation Letter) as to why it was unable to meet the goal. During the review process, which will include verification of a firm’s Good Faith Effort evidence, if it is determined by the Department that the firm did not provide an acceptable Good Faith Effort, then the proposal shall be deemed non-responsive and shall be removed from further consideration.

5.3 Technical and Management

5.3.1 Nationwide
The technical and management proposal will be scored and will represent 70% of the total score for a proposal. A proposal to be deemed technically acceptable and susceptible to contract award must receive an average raw committee score of 4.00
points or higher out of a possible total of 10 points. The evaluation criteria are listed in descending order of importance.

1. **Experience of the proposed staff**: This will include experience in performing sampling, inspection, and testing services at manufacturing, supply, and fabrication sites, experience implementing a manufacturer’s Quality Control Plan, and experience at laboratory testing.

2. **Experience of the firm**: This will include experience in performing sampling, inspection, and testing services at manufacturing, supply, and fabrication sites, experience implementing a manufacturer’s Quality Control Plan, experience at laboratory testing, and experience at field testing.

3. **Approach, Scope of Services, and Organizational capability**: Plan for implementing scope of services, including the firm’s plan to train sufficient staff and obtain sufficient certified senior inspectors, intermediate inspectors and inspectors. (It is necessary that the certification be in place by January 1, 2015.) Also to include the firm’s plan to provide geographic coverage and its capacity to carry out the scope of services in a timely manner to the various locations described in Section 3.3.4 of the RFP.

4. **NYSDOT Performance Rating / Reference Check Score**

5.3.2 **Prestressed and Precast Concrete Technical Support Services**

The technical and management proposal will be scored and will represent 70% of the total score for a proposal. A proposal to be deemed technically acceptable and susceptible to contract award must receive an average raw committee score of 4.00 points or higher out of a total possible of 10.00 points. The evaluation criteria are listed in descending order of importance.

1. **Experience of the proposed staff**: Providing quality control or quality assurance related to the inspection during fabrication of structural prestressed and other structural precast components. Experience implementing a manufacturers’ Quality Control Plan. Inspection of structural prestressed and other structural precast concrete component fabrication that was then completed, in accordance with a written quality control plan or similar document in the United States or Canada.

2. **Experience of the firm**: Experience providing quality control or quality assurance related to the inspection of structural prestressed concrete component fabrication and other structural precast components for NYSDOT or any other state, county, or local DOT’s.
3. Approach, Scope of Services, and Organizational capability: Plan for implementing scope of services, including the firm’s plan to train sufficient staff ACI and PCI certified technicians and obtain sufficient certified inspectors, intermediate inspectors, and senior inspectors. It is necessary that the certifications be in place by January 1, 2010. Also to include the firm’s plan to provide geographic coverage and its capacity to carry out the scope of services in a timely manner to the various locations described in Section 3.4.4 of the RFP.

4. NYSDOT Performance Rating / Reference Check Score

5.3.3 Precast Audit

The technical and management proposal will be scored and will represent 80% of the total score for a proposal. A proposal to be deemed technically acceptable and susceptible to contract award must receive an average raw committee score of 4.00 points or higher out of a total possible of 10 points. The major evaluation criteria are listed in descending order of importance. Sub-criteria within major evaluation factors are also in descending order of importance.

1. Scope of Services, and Organizational capability
   a. Plan for implementing scope of services as described in this RFP, in a timely manner at the five geographic locations identified in Section IV.A, and the firm’s plan to train sufficient staff and obtain sufficient certified QAT-2’s.
   b. Reference Check Score

2. Experience of the staff
   a. Quality Control audit experience at a precast manufacturing facility.
   b. Experience auditing a manufacturers Quality Control plan.

3. Experience of the firm.
   a. Quality Control experience at precast manufacturing facilities.

4. Experience auditing a manufacturer’s Quality Control plan.

5.3.4 Regional Technical Support Services

The technical and management proposal will be scored and will represent 80% of the total score for a proposal. A proposal to be deemed technically acceptable and susceptible to contract award must receive an average raw committee score of 4.00 points or higher out of a total possible of 10 points. The major evaluation criteria are listed in descending order of importance. Sub-criteria within major evaluation factors are also in descending order of importance.
1. Experience of the firm
   a. Sampling, inspection, and testing at Portland Cement Concrete plants.
   b. Sampling, inspection, and testing at Hot Mix Asphalt plants.

2. Experience, education, training of the proposed staff
   a. Sampling, inspection, and testing experience at Portland Cement Concrete plants.
   b. Sampling, inspection, and testing experience at Hot Mix Asphalt plants.
   c. Quality, extent and relevance of education and training of the proposed staff.

3. Approach, Scope of Services, and Organizational capability
   a. NYSDOT Performance Rating / Reference Check Score
   b. Plan for implementing scope of services, including the firm’s plan to train sufficient staff and obtain sufficient certified senior inspectors intermediate inspectors and inspectors. (It is necessary that the certification be in place by January 1, 2015.)
   c. Firm’s approach to respond to regional specific needs in a timely manner with regard to functional office, travel for inspectors and coordination with NYSDOT. For Region 11 how the firm will fully meet the Departments testing and AAP accreditation needs as described in Section 3.6.4 above, including the need for a Superpave Gyratory Compactor.
   d. Firm’s plan to enter data into NYSDOT’s SiteManager system.

4. NYSDOT Performance Rating / Reference Check Score

5.3.5 Technical Support Services for NYSDOT Structures Division – Local

The technical and management proposal will be scored and will represent 70% of the total score for a proposal. A proposal to be deemed technically acceptable and susceptible to contract award must receive an average raw committee score of 4.00 points or higher out of a total possible of 10 points. The evaluation criteria are listed in descending order of importance.
1. Experience of the proposed staff: This will include experience in performing sampling, inspection, and testing services at manufacturing, supply, and fabrication sites, experience implementing a manufacturer’s Quality Control Plan, and experience in laboratory and field testing.

2. Experience of the firm: This will include experience in performing sampling, inspection, and testing services at manufacturing, supply, and fabrication sites, experience implementing a manufacturer’s Quality Control Plan, and experience in laboratory and field testing.

3. Approach, Scope of Services, and Organizational capability: Plan for implementing scope of services, including the firm’s plan to train sufficient staff and obtain sufficient certified senior inspectors, intermediate inspectors, and inspectors. (It is necessary that the certification be in place by January 1, 2015.) Also to include the firm’s plan to provide regional geographic coverage and its capacity to carry out the scope of services in a timely manner to the various locations described in Section 3.7.4 of the RFP.

4. NYSDOT Performance Rating / Reference Check Score

5.4 Cost and Contract

The cost portion of the proposal will be point scored and will represent 30% of the total score for Categories 1, 2, and 5 proposals. For Categories 3 and 4 it will represent 20% of the total score for a proposal. The calculation of a cost score will be determined by comparing each of the composite firms’ Project Submittal 3-Year Budget (See Exhibit 2: Project Budget Submission) for those technically acceptable proposals. (Note: the hours used in Exhibit 2 are 3-year estimates used only for scoring purposes. Only actual hours performed during the life of the contract will be billable.) The proposal with the lowest Project Total 3-Year Budget will receive a perfected score of 30 points (except for Precast Audit and Regional (Categories 3 and 4) which will receive a perfected score of 20 points). Other technically acceptable offers with higher Project Submittal 3-Year Budget will receive proportionately lower cost scores. Unit costs submitted for other testing schedules (Exhibit 1) will not be point scored.
6. ADMINISTRATIVE SPECIFICATIONS

6.1 Proposal Submission
The proposal shall be signed by an official authorized to bind the offerer. (NYSDOT 255NAE, Item 12)

Along with the NYSDOT 255NAE, any required DBE certificates or employment letters should be included as separate PDF files with the Part I submission.

Proposers shall submit the NYSDOT 255NAE and the Cost and Contract components (Project Budget Submission spreadsheet, PLL forms, Consultant Certifications, and Modification Acknowledgements) as separate e-mails.

Your proposal must be received by NYSDOT by Noon on July 31, 2014 for Precast Audit Services and Technical Support Services for NYSDOT Structures Division – Local and August 7, 2014 for Nationwide Technical Support Services, Prestressed and Precast Concrete Technical Support Services and Regional Technical Support Services. The proposal must be submitted via e-mail to:

Catherine Traina
Office of Contract Management
50 Wolf Road, 6th Floor
Albany, NY 12232
catherine.traina@dot.ny.gov.
(518) 457-2600

6.2 Method of Payment

Payment for services provided under the project shall be a specific hourly rate reimbursement and compensation for actual non-salary costs incurred in the performance of the scope of services. Requests for progress and final payments shall be made by the designated consultant on standard payment request forms (FIN 421). The last and final payment will become due and payable within thirty (30) days after delivery of the final deliverable(s) and a standard NYS FIN 421 payment request form.

For testing assignments, the consultant will typically be compensated on a unit price basis. No other direct or indirect costs (e.g., postage for reports, supplies, reproduction, clerical support, etc.) will be reimbursed unless otherwise expressly approved by the Department. Typically, the cost of transmitting samples, mill test reports, and radiographs is reimbursable. All costs associated with certification, qualification, training, or accreditation of the consultant or their personnel shall be borne by the consultant.
6.3 Travel

Travel, meals and lodging reimbursements shall be limited to the prevailing maximum nationwide rates which are available at the following Web site: http://www.gsa.gov/

Inspectors on assignments which span one or more weekends will be reimbursed for meals and lodging on any Saturday or Sunday they remain at the assignment location.

Alternatively, an Inspector may choose to travel home and back to the assignment location during the weekend. Reimbursement for this travel will only include mileage and tolls from the assignment location to the Official Station or residence (whichever is less) at the appropriate vehicle rate. If this alternative is chosen, reimbursement shall not exceed the total of the daily per diem rates if the individual had stayed over the weekend. The same criteria used for the weekend reimbursement will also apply over a holiday period. No per diem expenses will be paid during the weekend or holiday time period when this alternative is used i.e. the alternate must not be used in combination with lodging and meal per diem expenses over a weekend or holiday period.

Additional guidelines regarding travel are found in Article 6 (Provision For Payment) in the sample agreement in this solicitation.

6.4 State’s Rights to Proposals

All proposals, upon submission to NYSDOT shall become its property for use as deemed appropriate. By submitting a proposal, the offeror covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. NYSDOT has the following prerogatives with regard to proposals submitted:

1. to accept or reject any or all proposals;
2. to correct any arithmetic errors in any or all proposals;
3. to change the proposal’s due date upon appropriate notification;
4. to eliminate any mandatory RFP specification unmet by all offerors in the evaluation of received proposals;
5. to adopt any or all of a successful offeror’s proposal;
6. to negotiate modifications to the scope, fee and contract terms with the selected offeror prior to contract award only if it is in the best interest of the state to do so;
7. to disqualify a Proposer from receiving the award if such Proposer, or anyone in the Proposer’s employ, has previously failed to perform satisfactorily in connection with public bidding or contracts;
8. to revise/amend any provision of this RFP by written notification to Proposers, prior to proposal submission;
9. to eliminate any requirement that is found to be unmet by all Proposers;
10. to make inquiries, by means it may choose, into the Proposer’s background or statements made in the proposal to determine the truth and accuracy of all statements made therein;
11. to select and award the contract to the Proposer whose proposal represents the best value to NYSDOT;
12. to begin contract negotiations with the next-best-value Proposer(s) responsive to this RFP without again requesting proposals should NYSDOT determine that negotiations with the selected Proposer will not result in a contract;
13. to begin contract negotiations with the next-best-value Proposer; without again requesting proposals, should NYSDOT terminate the contract.

Any contract entered into pursuant to an award of this solicitation shall contain a provision which grants the option to extend the terms and conditions of such contract to any other State agency in New York. However, any response to this solicitation shall be based solely on the purpose of this solicitation and shall not factor in the possibility that this contract may, in the future, be applicable to other State agencies. Please be advised that any award made pursuant to this solicitation shall be based on the specific requirements of this solicitation only.

At the Department’s discretion, the designated firm will supply independently-audited financial statements for its most recent fiscal year-end, before negotiating a contract.

6.5 Vendor Responsibility

In accordance with the NYS Finance Law, NYSDOT will only make contract award to vendors that are determined to be responsive and responsible. All selected offerors of contracts valued at $100,000 or more will be required to provide vendor responsibility information through the DOT Web site before negotiation of a contract. Offerors must certify the accuracy of the information they provide in the questionnaire. You should make yourself familiar with this form by visiting the following Web site:


6.6 Registration with NYSDOT

Consultant firms entering into contracts with the New York State Department of Transportation (NYSDOT) as prime consultants, joint venture partners or subconsultants, are required to electronically register their firm using the Consultant Selection System web application (CSSWeb). All consultant firms entering into Non-Architectural/Non-Engineering agreements are required to create and register an account to: 1) Create and assign Consultant Identification Numbers (CINs) for each office registered by the firm; and 2) Provide general firm information including, but not limited
to: legal firm name; Federal Identification Number (FEIN); ownership type; DBE, MBE and/or WBE status; firm principals; and office(s) address information. All consultant firms participating in a potential agreement (negotiations) must be registered electronically with NYSDOT prior to that agreement being forwarded to the Office of the State Comptroller for approval. Registered firms are responsible for verifying and updating their registration information for the duration of the agreement.


Questions regarding the CSSWeb application and firm registration should be directed to the CSSWeb Administrator by email at css@dot.ny.gov or by telephone at 518-457-2600.

6.7 Contractor Tax Certification

Per Section 5-a of the NYS Tax Law, all vendors selected for contracts in excess of $100,000 for the sale of goods or services must complete and submit Forms ST-220-TD and ST-220-CA (Contractor Certifications) prior to negotiation of a contract with State agencies. You should make yourself familiar with these forms by visiting the following Web sites:


6.8 Inquiries and Information

All questions concerning this solicitation must be directed only to Catherine Traina of Contract Management by e-mail at catherine.traina@dot.ny.gov. The last date to submit questions for this solicitation is July 18, 2014.

Responses to all questions of a substantive nature, as well as copies of the questions, will be given to all consultant contractors being solicited.

6.9 Protest Procedure

NYSDOT has established a protest procedure to be utilized when an interested party challenges a Non-Engineering Contractor designation by NYSDOT. The complete procedure can be found on the NYSDOT website.
Tentative Schedule of Key Events

NYSDOT will attempt to adhere to the following tentative schedule for this solicitation:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release Date</td>
<td>July 10, 2014</td>
</tr>
<tr>
<td>Question Submittal Deadline</td>
<td>July 18, 2014</td>
</tr>
<tr>
<td>Proposal Evaluation</td>
<td>Within 1 month after due date for proposals</td>
</tr>
<tr>
<td>Recommendation &amp; Designation</td>
<td>1–2 months after proposal evaluation</td>
</tr>
<tr>
<td>Contract Finalization</td>
<td>One Month</td>
</tr>
<tr>
<td>Contract Award</td>
<td>4–6 weeks after completion of contract finalization</td>
</tr>
</tbody>
</table>
CONSULTANT CHECKLIST FOR PROPOSAL SUBMISSION

MATERIALS MANAGEMENT SUPPORT SERVICES FOR NYSDOT RFP

Part I - Technical and Management Submittal

| Download, complete as a MS Word file, and submit via e-mail NYSDOT 255NAE (Shown as Attachment #7). Submit a separate NYSDOT 255NAE for each category of service being proposed and for each NYSDOT Region being proposed. |
| Submit a PDF via e-mail Employment Confirmation letters if necessary (Section 4.1.1) |
| Submit as a PDF any FOIL exemption request information (Section 4.1) |
| For Categories 1, 2, 4 and 5, submit a completed copy of Exhibit 1, Laboratory/Field Testing Services, submitted as a PDF, without any pricing. |

Part II - Pricing and Contract Submittal

| Download, complete and submit via e-mail the Excel Spreadsheet titled Project Budget Submission (Shown as Exhibit 2) for each category of service and for each NYSDOT Region being proposed. |
| Complete as a PDF and submit via e-mail Attachment #8 - Consultant Certifications (sign both Sections II and III). |
| Complete as a PDF and submit via e-mail Attachment #2 - Procurement Lobbying Law Forms: |
| 1. Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) |
| 2. Offerer Disclosure of Prior Non-Responsibility Determination(s) |
| Complete as a PDF and submit via e-mail all future Modification Acknowledgements. |
| Complete and submit Attachment #5 DBE Participation Information Form. Submit one for each contract |
| Complete and submit (if applicable) Attachment #6 DBE Participation Solicitation Log AND Letter of Explanation of Non or Partial DBE Goal Attainment Submit one of each for each contract. |
| For Categories 1, 2, 4 and 5, complete and submit as a PDF Exhibit 1 Laboratory/Field Testing Services with pricing. |

Vendor Responsibility

Go to NYSDOT Web site (https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions) to review the vendor responsibility questionnaire your firm will be required to submit within 10 days of being notified of selection for contract award. If you are a successful offeror, NYSDOT will not be able to begin negotiations with your firm if this questionnaire is not completed and electronically submitted as required.
Procurement Lobbying Law

___ Go to NYSDOT Web site (https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions) to read NYSDOT Policy Summation Compliance Procurement Lobbying Law (PLL). *This is mandatory in order to be considered for contract award. Note: Failure to submit the completed PLL forms with your proposal will result in elimination from consideration for contract award.*

Contractor Tax Certification

___ All vendors selected for contracts in excess of $100,000 for the sale of goods or services must complete and submit two NYS Tax Department forms: Form ST-220-TD (Contractor Certification) and Form ST-220-CA (Contractor Certification to Covered Agency) during negotiation of a contract with State agencies. You should make yourself familiar with these forms by visiting the following Web sites:

http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf (Form ST-220-CA)

http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf (Form ST-220-TD)

Insurance Requirements of this Project

___ Please carefully read the terms and conditions of the Contract appended as Attachment #1 of this RFP. Your attention is drawn to the insurance requirements for this Project that are contained in Article 12 of the Contract. These insurances are mandatory for the firm(s) selected as a result of this solicitation and will not be waived.

Consultant Employment Disclosure Requirements of this Project

___ Go to OSC’s Web site (http://www.osc.state.ny.us/agencies/guide/MyWebHelp/) to become familiar with Consultant Employment Disclosure requirements, which went into effect June 19, 2006. The Consultant selected for this solicitation shall be required to complete ‘State Consultant Services – Contractor’s Planned Employment’ (Form A, Attachment #3) and submit when the contract is signed. For each contract year thereafter, the Consultant shall complete the “State Consultant Services Contractor’s Annual Employment Report” (Form B, Attachment #1, Exhibit A) and submit copies to the Office of the State Comptroller, the Department of Civil Service, and the Department of Transportation on or before May 15th of each year the contract is in effect.

Consultant Responsibility When Proposing to Use a Former NYSDOT Employee

___ It is the Consultant’s responsibility to ensure they propose staff that is eligible to work on the subject project. Under the attached procedures, before the consultant proposes a former NYSDOT employee, the individual must obtain an opinion from the New York
State Ethics Commission that approves their participation in the subject project. For an outline of the procedure that applies to this situation, see Attachment #4.

Registration with NYSDOT

Should this solicitation lead to a designation, it is the Consultant’s responsibility to electronically register their firm, including all subconsultants, using the Consultant Selection System web application (CSSWeb). Non-Architectural/Engineering consultant firms are required to create and register an account to: 1) Create and assign Consultant Identification Numbers (CINs) for each office registered by the firm; and 2) Provide general firm information including, but not limited to, legal firm name, Federal Identification Number (FEIN), ownership type, D/W/MBE status, firm principals and office(s) address information. All consultant firms participating in a potential agreement (negotiations) must be registered electronically with NYSDOT prior to that agreement being forwarded to the Office of the State Comptroller for approval. Registered firms are responsible for verifying and updating their registration information for the duration of the agreement. Section 6.6 of this RFP provides more information.
ATTACHMENTS

Attachment 1: Sample Contract
Attachment 2: Procurement Lobbying Law and Forms
Attachment 3: Consultant Disclosure Form A
Attachment 4: Consultant Responsibility When Proposing Former NYSDOT Employees
Attachment 5: DBE Participation Information
Attachment 6: DBE Participation Solicitation Log
Attachment 7: NYSDOT 255NAE
Attachment 8: Consultant Information and Certifications
Attachment 9: NYSDOT 255 NAE General Instructions
Attachment 10: AASHTO Accreditation Verification
Attachment 11: Preference Form
# EXHIBITS

## EXHIBIT 1

### NATIONWIDE LABORATORY/FIELD TESTING SERVICES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>CAPABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td><strong>NON-DESTRUCTIVE METAL TESTS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T1A</td>
<td>Complete Radiographic Unit with a two-man crew, (Iridium 192 or Cobalt 60 as directed by Administrator).</td>
<td></td>
</tr>
<tr>
<td>T1B</td>
<td>Complete Magnetic Particle Testing Unit with one-man crew (1000 Amp. - 3000 Amp. as directed by the Administrator).</td>
<td></td>
</tr>
<tr>
<td>T1C</td>
<td>Complete Ultrasonic Testing Unit with operator (N.Y.S. Dept. of Transportation Qualifications required).</td>
<td></td>
</tr>
<tr>
<td>T1D</td>
<td>Complete equipment for Dye Penetrant testing with one-man crew.</td>
<td></td>
</tr>
</tbody>
</table>

*These rates shall apply whether working or standing by on orders of the Administrator. The hourly rates noted above also apply to Saturdays, Sundays and Holidays.

Unit operators shall be Senior Inspectors, unit helpers shall be Inspectors, and additional personnel (when ordered by the Administrator) shall be Inspectors.

If such services do not exceed 4 hours in any day, ½ the daily rate will be paid.

For such services in excess of 8 hours in any day, compensation will be made on an hourly basis at 1/8 the daily rate.

Travel time for the above items shall be at the rates set forth in this Agreement for Inspector and Senior Inspector.

| T1E | Unit in Item T1A and T1B | $ /mile |
| T1F | Radiographic Materials (4-1/2” X 10” sheet film) | $ /per acceptable film delivered |

## ELEMENTAL CHEMICAL ANALYSIS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>T2A</td>
<td>Carbon, Manganese, Silicon, Sulphur and Phosphorous</td>
<td>$ /element</td>
</tr>
<tr>
<td>T2B</td>
<td>Chromium, Copper, Molybdenum and Nickel</td>
<td>$ /element</td>
</tr>
</tbody>
</table>
# EXHIBIT 1  
NATIONWIDE LABORATORY/FIELD TESTING SERVICES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>CAPABILITY</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>T2C</td>
<td>Vanadium, Titanium, Zirconium</td>
<td>YES</td>
<td>$ /element</td>
</tr>
<tr>
<td>T2D</td>
<td>Columbium</td>
<td>YES</td>
<td>$ /element</td>
</tr>
<tr>
<td></td>
<td>Nitrogen</td>
<td>NO</td>
<td>$ /element</td>
</tr>
</tbody>
</table>

**IMPACT TESTS**

Charpy Impact Test (3 specimens, full size or sub-size as required) in accordance with ASTM A370

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>CAPABILITY</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>T3A</td>
<td>from -60°F. to +59°F. inclusive</td>
<td>YES</td>
<td>$ /test</td>
</tr>
<tr>
<td>T3B</td>
<td>from +60°F. to +80°F. inclusive</td>
<td>YES</td>
<td>$ /test</td>
</tr>
<tr>
<td>T3C</td>
<td>from +81°F. to +120°F. inclusive</td>
<td>YES</td>
<td>$ /test</td>
</tr>
<tr>
<td>T3D</td>
<td>Machining of standard full-size or standard sub-size Charpy V-notch specimen in accordance with ASTM A370. The machining of standard or small-size specimen proportional to standard specimen with threaded end</td>
<td>YES</td>
<td>$ /specimen</td>
</tr>
</tbody>
</table>

**TENSION TESTS**

Machining and Testing Weld or Base Metal Specimens as Described in ASTM A370

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>CAPABILITY</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>T4A</td>
<td>Tensile Tests - Max. Load up to 99,999#</td>
<td>YES</td>
<td>$ /specimen</td>
</tr>
<tr>
<td>T4B</td>
<td>100,000# to 199,999#</td>
<td>YES</td>
<td>$ /specimen</td>
</tr>
<tr>
<td>T4C</td>
<td>200,000# to 280,000#</td>
<td>YES</td>
<td>$ /specimen</td>
</tr>
</tbody>
</table>

**BEND TESTS**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>CAPABILITY</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>T5A</td>
<td>Face, Root and Side Bends Free Bend Tests</td>
<td>YES</td>
<td>$ /specimen</td>
</tr>
<tr>
<td>T5B</td>
<td>Up to and including 3/4&quot;</td>
<td>YES</td>
<td>$ /specimen</td>
</tr>
<tr>
<td>T5C</td>
<td>Over 3/4&quot; up to and including 1½&quot;</td>
<td>YES</td>
<td>$ /specimen</td>
</tr>
</tbody>
</table>

**METALLOGRAPHIC TESTS**
## EXHIBIT 1
NATIONWIDE LABORATORY/FIELD TESTING SERVICES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>CAPABILITY</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>T6A</td>
<td>Preparation of Metallographic Samples</td>
<td>YES</td>
<td>$ /each</td>
</tr>
<tr>
<td>T6B</td>
<td>Photographs 8&quot; x 10&quot;, Set of 3 prints (Also see T 6G)</td>
<td>YES</td>
<td>$ /set</td>
</tr>
<tr>
<td>T6C</td>
<td>Polaroid P/N Photograph 4&quot; x 5&quot; with original only (Also see T 6G)</td>
<td>YES</td>
<td>$ /set</td>
</tr>
<tr>
<td>T6D</td>
<td>Photomacrographs 8&quot; x 10&quot;, Set of 3 prints (Also see T 6G)</td>
<td>YES</td>
<td>$ /set</td>
</tr>
<tr>
<td>T6E</td>
<td>Photomicrographs 5&quot; x 7&quot;, Set of 3 prints (Also see T 6G)</td>
<td>YES</td>
<td>$ /set</td>
</tr>
<tr>
<td>T6F</td>
<td>Polaroid P/N Photomicrograph with original 4&quot; x 5&quot; print (Also see T 6G)</td>
<td>YES</td>
<td>$ /set</td>
</tr>
<tr>
<td>T6G</td>
<td>Each additional print (mounted on Caption Card)</td>
<td>YES</td>
<td>$ /set</td>
</tr>
<tr>
<td>T6H</td>
<td>Heat-treatment</td>
<td>YES</td>
<td>$ /Hr.</td>
</tr>
<tr>
<td>T6I</td>
<td>Metallurgical Examination as specifically requested</td>
<td>YES</td>
<td>$ /Hr.</td>
</tr>
<tr>
<td>T6J</td>
<td>Services of Metallurgist at location other than his official station.</td>
<td>YES</td>
<td>$ /8 Hr. day</td>
</tr>
<tr>
<td></td>
<td>Travel expenses are as described elsewhere in this Agreement.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>T6K</td>
<td>Diamond Pyramid Hardness of Metallic Materials Tests on as-received</td>
<td>YES</td>
<td>$ /Hr.</td>
</tr>
<tr>
<td></td>
<td>samples, if feasible</td>
<td></td>
<td></td>
</tr>
<tr>
<td>T6L</td>
<td>Diamond Pyramid Hardness of Metallic Materials Tests on samples</td>
<td>YES</td>
<td>$ /Hr.</td>
</tr>
<tr>
<td></td>
<td>requiring metallographic preparation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>T6M</td>
<td>Local Thickness of Coatings Microscopic Test Method, each sample</td>
<td>YES</td>
<td>$ /each</td>
</tr>
</tbody>
</table>

**PHYSICAL TESTS**

Proof Load, Wedge and Hardness Tests of Bolts, Hardness Tests of Nuts, ASTM A325

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>T7A</td>
<td>up to 3/4&quot; diameter</td>
<td>$ /each</td>
</tr>
<tr>
<td>ITEM</td>
<td>SERVICE</td>
<td>CAPABILITY YES</td>
</tr>
<tr>
<td>------</td>
<td>--------</td>
<td>----------------</td>
</tr>
<tr>
<td>T7B</td>
<td>over 3/4” to 1 1/4” diameter</td>
<td></td>
</tr>
<tr>
<td>T7C</td>
<td>over 1 1/4” to 2” diameter</td>
<td></td>
</tr>
</tbody>
</table>

Macro-Etch Testing and Inspection of Steel Forgings

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>CAPABILITY YES</th>
<th>CAPABILITY NO</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>T7D</td>
<td>Single Sample, longest dimension not greater than 12”</td>
<td></td>
<td></td>
<td>$/each</td>
</tr>
<tr>
<td>T7E</td>
<td>Single sample, longest dimension 4” to 10”</td>
<td></td>
<td></td>
<td>$/each</td>
</tr>
<tr>
<td>T7F</td>
<td>Single sample, longest dimension up to 4”</td>
<td></td>
<td></td>
<td>$/each</td>
</tr>
<tr>
<td>T7G</td>
<td>Specimens requiring sawing, shaping, or grinding at additional machining charge</td>
<td></td>
<td></td>
<td>$/Hr.</td>
</tr>
</tbody>
</table>

Drop-Weight Test to determine the Nil Ductility Transition temperature of Ferritic Steels. ASTM E208 provides for welding, notching and testing of specimens. Any additional machining to be paid for at the Inspector Rate.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>T7H</td>
<td>Room Temperature</td>
<td>$/specimen</td>
</tr>
<tr>
<td>T7I</td>
<td>Room Temperature to -50°F</td>
<td>$/specimen</td>
</tr>
<tr>
<td>T7J</td>
<td>From -50°F to -150°F.</td>
<td>$/specimen</td>
</tr>
</tbody>
</table>

TESTING OF PORTLAND CEMENT & MINERAL ADМИXTURES (Note A)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>T8A1</td>
<td>Portland Cement, Chemical Analysis, complete, including optional requirements, any type, AASHTO M 85, T 105.</td>
<td>$/sample</td>
</tr>
<tr>
<td>T8A2</td>
<td>Portland Cement, Chemical Analysis, complete by XRF, including optional requirements, any type, AASHTO M 85, T 105.</td>
<td>$/sample 5 business day rush</td>
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<tr>
<td>T8B1</td>
<td>Portland Cement, Physical Analysis, complete, includes optional requirements, any type, AASHTO M 85, T 105</td>
<td>$/sample</td>
</tr>
<tr>
<td>ITEM</td>
<td>SERVICE</td>
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<tr>
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</tr>
<tr>
<td>T8B2</td>
<td>Air Content of Mortar (AASHTO T137)</td>
<td>YES</td>
</tr>
<tr>
<td>T8B3.1</td>
<td>Compressive Strength, 4 ages (AASHTO T106)</td>
<td>No</td>
</tr>
<tr>
<td>T8B3.2</td>
<td>Compressive Strength, 4 ages (AASHTO T106)</td>
<td></td>
</tr>
<tr>
<td>T8B4</td>
<td>False Set (AASHTO T186)</td>
<td>Yes</td>
</tr>
<tr>
<td>T8B5.1</td>
<td>Fineness of Hydraulic Cement by Air Permeability (AASHTO T153)</td>
<td>Yes</td>
</tr>
<tr>
<td>T8B5.2</td>
<td>Fineness of Hydraulic Cement by Air Permeability (AASHTO T153)</td>
<td></td>
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<td>T8B5.3</td>
<td>Fineness of Hydraulic Cement by Turbidmeter (AASHTO T98)</td>
<td>Yes</td>
</tr>
<tr>
<td>T8B6</td>
<td>Heat of Hydration (ASTM C186)</td>
<td>Yes</td>
</tr>
<tr>
<td>T8B7</td>
<td>Autoclave Expansion (AASHTO T107)</td>
<td>Yes</td>
</tr>
<tr>
<td>T8B8.1</td>
<td>Time of Set by Gilmore Needles (AASHTO T154)</td>
<td>Yes</td>
</tr>
<tr>
<td>T8B8.2.1</td>
<td>Time of Set by Vicat Needles (AASHTO T131)</td>
<td>Yes</td>
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<tr>
<td>T8B8.2.2</td>
<td>Time of Set by Vicat Needles (AASHTO T131)</td>
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<tr>
<td>T8B9</td>
<td>Sulfate Expansion (ASTM C452)</td>
<td>Yes</td>
</tr>
<tr>
<td>T8B10</td>
<td>Calcium Sulfate (Expansion of ) Mortar (ASTM C1038)</td>
<td>Yes</td>
</tr>
<tr>
<td>T8B11</td>
<td>Sampling and Testing for Chloride Ion in Concrete and Concrete Raw Materials - AASHTO T260 – Procedure B</td>
<td>Yes</td>
</tr>
<tr>
<td>T8C</td>
<td>Blended Hydraulic Cement, Chemical Analysis, complete, including optional requirements, any type, AASHTO M 240, T 105.</td>
<td>Yes</td>
</tr>
</tbody>
</table>
## EXHIBIT 1
NATIONWIDE LABORATORY/FIELD TESTING SERVICES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>CAPABILITY</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>T8D</td>
<td>Blended Hydraulic Cement, Physical Analysis, complete, including optional requirements, any type, AASHTO M 240.</td>
<td>YES</td>
<td>$ /sample</td>
</tr>
<tr>
<td>T8E</td>
<td>Fly Ash, Chemical Analysis, complete, including optional requirements, any class, AASHTO M295</td>
<td>YES</td>
<td>$ /sample</td>
</tr>
<tr>
<td>T8F</td>
<td>Fly Ash, Physical Analysis, complete, including optional requirements, any class, AASHTO M295</td>
<td>YES</td>
<td>$ /sample</td>
</tr>
<tr>
<td>T8G</td>
<td>Ground Granulated Blast Furnace Slag, Chemical and Physical Analysis, complete, including optional requirements, any class, AASHTO M302 and NYSDOT Test Method 711-12C</td>
<td>YES</td>
<td>$ /sample</td>
</tr>
<tr>
<td>T8H</td>
<td>Microsilica Chemical and Physical Analysis complete including optional requirements AASHTO M307.</td>
<td>YES</td>
<td>$ /sample</td>
</tr>
<tr>
<td>T8I</td>
<td>High Reactivity Pozzolan, Chemical Analysis, complete, including optional requirements, AASHTO M321</td>
<td>YES</td>
<td>$ /sample</td>
</tr>
<tr>
<td>T8J</td>
<td>High Reactivity Pozzolan, Physical Analysis, complete, including optional requirements, AASHTO M321</td>
<td>YES</td>
<td>$ /sample</td>
</tr>
</tbody>
</table>

Note A: Testing facility shall comply with requirements of ASTM C1222 Section 8.3, including mandatory participation in CCRL Proficiency Testing where applicable. Testing firm credentials and documentation will be provided upon request to the Department.

### CONCRETE TESTING

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>UNIT COST</th>
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</thead>
<tbody>
<tr>
<td>T11L</td>
<td>Standard Test Method for microscopical determination of parameters of the Air-Void system in Hardened Concrete  ASTM C457</td>
<td>$ /test</td>
</tr>
<tr>
<td>T11R</td>
<td>Resistance of Concrete to Rapid Freezing and Thawing  (AASHTO T-161-08)</td>
<td>$ /sample</td>
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</tbody>
</table>

### BRIDGE BEARINGS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
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</thead>
<tbody>
<tr>
<td>T9A1</td>
<td>[Oversize bearings (Too large to test at NYSDOT labs)] Handling of bearings (including unloading and loading of truck at point of testing)</td>
</tr>
</tbody>
</table>
## EXHIBIT 1
NATIONWIDE LABORATORY/FIELD TESTING SERVICES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>CAPABILITY</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>T9A2</td>
<td>Room Temperature Compression Test NYSDOT 716-11 and 716-12 Maximum compressive load equal to or greater than 560,000 lbf Shear area equal to or greater than 700 sq in. Load applied at rate of 75 psi/min.</td>
<td>YES</td>
<td>$ /each</td>
</tr>
<tr>
<td>T9A3</td>
<td>Room Temperature Compression Test NYSDOT 716-06 Maximum compressive load equal to or greater than 560,000 lbf Net area of rotational element equal to or greater than 110 sq in. Load applied at a rate of 75 psi/min.</td>
<td>YES</td>
<td>$ /each</td>
</tr>
<tr>
<td>T9B1</td>
<td>[Normal size bearings (Those that can be tested at NYSDOT labs)] Handling of bearings (including unloading and loading of truck at point of testing)</td>
<td>YES</td>
<td>$ /each</td>
</tr>
<tr>
<td>T9B2</td>
<td>Room Temperature Compression Test NYSDOT 716-11 and 716-12 Maximum compressive load less than 560,000 lbf Shear area less than 700 sq in. Load applied at rate of 75 psi/min.</td>
<td>YES</td>
<td>$ /each</td>
</tr>
<tr>
<td>T9B3</td>
<td>Room Temperature Compression Test for NYSDOT 716-06 Maximum compressive load less than 560,000 lbf Net area of rotational element less than 110 sq in. Load applied at a rate of 500 psi/min.</td>
<td>YES</td>
<td>$ /each</td>
</tr>
</tbody>
</table>

Tests performed in accordance with NYSDOT Standard Specification 716-06, 716-11, or 716-12.

### NUCLEAR DENSITY TESTING

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>T 11P</td>
<td>Nuclear Density Testing - Bituminous Concrete In Place, ASTM D2950</td>
<td>$ /hour</td>
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</tbody>
</table>

Straight Time, Including Equipment

In excess of 8 hours/day

### PERFORMANCE GRADED ASPHALT BINDER TESTING

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>UNIT COST</th>
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<tbody>
<tr>
<td>T 12A</td>
<td>Flash Point by Cleveland Open Cup Method, AASHTO T48</td>
<td>$ /each</td>
</tr>
<tr>
<td>T 12B</td>
<td>Viscosity Determinations of Asphalt Binder Using Rotational Viscometer AASHTO T 316</td>
<td>$ /each</td>
</tr>
</tbody>
</table>
## EXHIBIT 1
NATIONWIDE LABORATORY/FIELD TESTING SERVICES

<table>
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<th>ITEM</th>
<th>SERVICE</th>
<th>CAPABILITY</th>
<th>UNIT COST</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer, AASHTO T 315.</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>T 12C</td>
<td>To be performed on Asphalt Binder as received</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ /each</td>
<td></td>
</tr>
<tr>
<td>T 12D</td>
<td>To be performed on Asphalt Binder after Rolling Thin Film Oven Test</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ /each</td>
<td></td>
</tr>
<tr>
<td>T 12E</td>
<td>To be performed on Asphalt Binder after Pressurized Aging Vessel</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ /each</td>
<td></td>
</tr>
<tr>
<td>T 12F</td>
<td>Rolling Thin Film Oven Test, AASHTO T240</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ /each</td>
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<tr>
<td>T 12G</td>
<td>Accelerated Aging of Asphalt Binder Using a Pressurized Aging Vessel (PAV), AASHTO R 28</td>
<td>YES</td>
<td>NO</td>
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<tr>
<td></td>
<td></td>
<td>$ /each</td>
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<tr>
<td>T 12H</td>
<td>Flexural Creep Stiffness of Asphalt Binder Using the Bending Beam Rheometer (BBR), AASHTO T 313</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ /each</td>
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</tr>
<tr>
<td>T 12I</td>
<td>Fracture Properties of Asphalt Binder in Direct Tension (DT), AASHTO T 314</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td></td>
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<td>$ /each</td>
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</tbody>
</table>

### STRUCTURAL PAINT TESTS

Determine the Slip Coefficient for Coatings Used in Bolted Joints in strict accordance with Appendix A of the Research Council on Structural Connections’ current version of “Specification for Structural Joints Using ASTM A325 or A490 Bolts

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>CAPABILITY</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>T 13A</td>
<td>Prepare Test Plates (for Section A3 and A4 paint tests, per Section A2)</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ /paint batch tested</td>
<td></td>
</tr>
<tr>
<td>T 13B</td>
<td>Slip Coefficient Test (per Section A3)</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
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<td></td>
<td>$ /paint batch tested</td>
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</tr>
<tr>
<td>T 13C</td>
<td>Tension Creep Test (per Section A4)</td>
<td>YES</td>
<td>NO</td>
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<tr>
<td></td>
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<td>$ /paint batch tested</td>
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</table>

### FABRICATION OF TENSILE SPECIMENS

<table>
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<tr>
<td></td>
<td></td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>T14A</td>
<td>Machining of ASTM A 370 Plate-Type Standard Tensile Specimen with 2” long x 1 ½” wide Gauge Length from Nominal 2” x 8” x t” Blank of Steel</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ /each</td>
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</tr>
<tr>
<td>T14B</td>
<td>Machining of ASTM A 370 Plate-Type Subsize Tensile Specimen with 1” long x ¼” wide Gauge Length from Nominal 3/8” x 4” x t” Blank of Steel</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ /each</td>
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## EXHIBIT 1
NATIONWIDE LABORATORY/FIELD TESTING SERVICES

<table>
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<tr>
<th>ITEM</th>
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<th>UNIT COST</th>
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</thead>
<tbody>
<tr>
<td>T14C</td>
<td>Machining of ASTM A 370 Round Standard Tensile Specimen with 2” long x 0.500” dia. Gauge Length And ¾ - 10 Threaded End Sections from Nominal ¾” dia. x 5” long Blank of Steel</td>
<td>YES</td>
<td>$/each</td>
</tr>
<tr>
<td>T14D</td>
<td>Machining of ASTM A 370 Round Small-Size Tensile Specimen with 1” long x 0.250” dia. Gauge Length And ½ - 13 Threaded End Sections from Nominal ½” dia. x 3” long Blank of Steel</td>
<td>YES</td>
<td>$/each</td>
</tr>
<tr>
<td></td>
<td><strong>MISCELLANEOUS TESTS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T15A</td>
<td>Freeze-Thaw Durability of Concrete Masonry Units ASTM C1262, 42 cycles/lot - Testing on Specimens as Supplied (5 samples/lot; 2 cycles/day)</td>
<td></td>
<td>$/lot</td>
</tr>
<tr>
<td>T15B</td>
<td>Measuring Skid Resistance of Paved Surfaces, ASTM E274, Using a Full Scale Standard Rib Tire, ASTM E501 (Note: $4,950/Occurrence for Mobilization plus $2,200/day) (Note: additional consecutive days of testing, Multi day testing will be available)</td>
<td></td>
<td>$/each</td>
</tr>
</tbody>
</table>
### EXHIBIT 1
PRESTRESSED & PRECAST TESTING SERVICES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>YES</th>
<th>NO</th>
<th>UNIT COST</th>
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</thead>
<tbody>
<tr>
<td>T 13A</td>
<td>Resistance of Concrete to Rapid Freezing and Thawing, Procedure A., AASHTO T 161.</td>
<td>$</td>
<td></td>
<td>$/sample</td>
</tr>
<tr>
<td>T 13B</td>
<td>Resistance of Concrete to Freezing and Thawing, NYSDOT Test Method 502-3P</td>
<td>$</td>
<td></td>
<td>$/sample</td>
</tr>
<tr>
<td>T 13C</td>
<td>Scaling Resistance of Concrete Surfaces Exposed to Deicing Chemicals, ASTM C 672.</td>
<td>$</td>
<td></td>
<td>$/sample</td>
</tr>
<tr>
<td>T 13D</td>
<td>Static Modulus of Elasticity and Poisson’s Ratio of Concrete in Compression, ASTM C 469</td>
<td>$</td>
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<tr>
<td>T 13E</td>
<td>Creep of Concrete in Compression ASTM C 512.</td>
<td>$</td>
<td></td>
<td>$/sample</td>
</tr>
<tr>
<td>T 13F</td>
<td>Resistance of Concrete to Chloride Ion Penetration, AASHTO T 259</td>
<td>$</td>
<td></td>
<td>$/sample</td>
</tr>
<tr>
<td>T 13G</td>
<td>Measuring Changes in Height of Cylindrical Specimens from Hydraulic-Cement Grout, ASTM C 1090</td>
<td>$</td>
<td></td>
<td>$/sample</td>
</tr>
<tr>
<td>T 13H</td>
<td>Compressive Strength of Grouts for Preplaced-Aggregate Concrete in the Laboratory ASTM C 942</td>
<td>$</td>
<td></td>
<td>$/sample</td>
</tr>
<tr>
<td>T 13I</td>
<td>Time of Setting of Grouts for Preplaced-Aggregate Concrete in the Laboratory ASTM C 953</td>
<td>$</td>
<td></td>
<td>$/sample</td>
</tr>
<tr>
<td>T 13J</td>
<td>Flow of Grout for Preplaced-Aggregate Concrete (Flow Cone Method) ASTM C 939</td>
<td>$</td>
<td></td>
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</tr>
<tr>
<td>T 13K</td>
<td>Length Change of Hardened Hydraulic $/sample Cement Mortar and Concrete AASHTO T160-97</td>
<td>$</td>
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## EXHIBIT 1
### REGIONAL LABORATORY/FIELD TESTING SERVICES

<table>
<thead>
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<tr>
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<tr>
<td><strong>TESTING OF PORTLAND CEMENT &amp; MINERAL ADMIXTURES</strong> (Note A)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>T8A1</td>
<td>Portland Cement, Chemical Analysis, complete by XRF, including optional requirements, any type, AASHTO M 85, T 105.</td>
<td>$</td>
<td>/sample</td>
</tr>
<tr>
<td>T8A2</td>
<td>Portland Cement, Chemical Analysis, complete by XRF, including optional requirements, any type, AASHTO M 85, T 105.</td>
<td>$</td>
<td>/sample 5 business day rush</td>
</tr>
<tr>
<td>T8B1</td>
<td>Portland Cement, Physical Analysis, complete, includes optional requirements, any type, AASHTO M 85, T 105</td>
<td>$</td>
<td>/sample</td>
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<tr>
<td>T8B2</td>
<td>Air Content of Mortar (AASHTO T137)</td>
<td>$</td>
<td>/sample</td>
</tr>
<tr>
<td>T8B3.1</td>
<td>Compressive Strength, 4 ages (AASHTO T106)</td>
<td>$</td>
<td>/sample</td>
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<tr>
<td>T8B3.2</td>
<td>Compressive Strength, 4 ages (AASHTO T106)</td>
<td></td>
<td>/sample 5 business day rush</td>
</tr>
<tr>
<td>T8B4</td>
<td>False Set (AASHTO T186)</td>
<td>$</td>
<td>/sample</td>
</tr>
<tr>
<td>T8B5.1</td>
<td>Fineness of Hydraulic Cement by Air Permeability (AASHTO T153)</td>
<td>$</td>
<td>/sample</td>
</tr>
<tr>
<td>T8B5.2</td>
<td>Fineness of Hydraulic Cement by Air Permeability (AASHTO T153)</td>
<td>$</td>
<td>/sample 5 business day rush</td>
</tr>
<tr>
<td>T8B5.3</td>
<td>Fineness of Hydraulic Cement by Turbidmeter (AASHTO T98)</td>
<td>$</td>
<td>/sample</td>
</tr>
<tr>
<td>T8B6</td>
<td>Heat of Hydration (ASTM C186)</td>
<td>$</td>
<td>/sample</td>
</tr>
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<td>T8B7</td>
<td>Autoclave Expansion (AASHTO T107)</td>
<td>$</td>
<td>/sample</td>
</tr>
<tr>
<td>T8B8.1</td>
<td>Time of Set by Gilmore Needles (AASHTO T154)</td>
<td>$</td>
<td>/sample</td>
</tr>
<tr>
<td>ITEM</td>
<td>SERVICE</td>
<td>CAPABILITY</td>
<td>UNIT COST</td>
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<td>------------</td>
<td>------------------------------------</td>
</tr>
<tr>
<td>T8B8.2.1</td>
<td>Time of Set by Vicat Needles (AASHTO T131)</td>
<td>YES</td>
<td>$ /sample</td>
</tr>
<tr>
<td>T8B8.2.2</td>
<td>Time of Set by Vicat Needles (AASHTO T131)</td>
<td>NO</td>
<td>$ /sample 5 business day rush</td>
</tr>
<tr>
<td>T8B9</td>
<td>Sulfate Expansion (ASTM C452)</td>
<td>YES</td>
<td>$ /sample</td>
</tr>
<tr>
<td>T8B10</td>
<td>Calcium Sulfate (Expansion of ) Mortar (ASTM C1038)</td>
<td>YES</td>
<td>$ /sample</td>
</tr>
<tr>
<td>T8B11</td>
<td>Sampling and Testing for Chloride Ion in Concrete and Concrete Raw Materials - AASHTO T260 – Procedure B</td>
<td>YES</td>
<td>$ /sample</td>
</tr>
<tr>
<td>T8C</td>
<td>Blended Hydraulic Cement, Chemical Analysis, complete, including optional requirements, any type, AASHTO M 240, T 105.</td>
<td>YES</td>
<td>$ /sample</td>
</tr>
<tr>
<td>T8D</td>
<td>Blended Hydraulic Cement, Physical Analysis, complete, including optional requirements, any type, AASHTO M 240.</td>
<td>YES</td>
<td>$ /sample</td>
</tr>
<tr>
<td>T8F</td>
<td>Fly Ash, Physical Analysis, complete, including optional requirements, any class, AASHTO M295</td>
<td>YES</td>
<td>$ /sample</td>
</tr>
<tr>
<td>T8G</td>
<td>Ground Granulated Blast Furnace Slag, Chemical and Physical Analysis, complete, including optional requirements, any class, AASHTO M302 and NYSDOT Test Method 711-12C</td>
<td>YES</td>
<td>$ /sample</td>
</tr>
<tr>
<td>T8H</td>
<td>Microsilica Chemical and Physical Analysis complete including optional requirements AASHTO M307.</td>
<td>YES</td>
<td>$ /sample</td>
</tr>
<tr>
<td>T8I</td>
<td>High Reactivity Pozzolan, Chemical Analysis, complete, including optional requirements, AASHTO M321</td>
<td>YES</td>
<td>$ /sample</td>
</tr>
<tr>
<td>T8J</td>
<td>High Reactivity Pozzolan, Physical Analysis, complete, including optional requirements, AASHTO M321</td>
<td>YES</td>
<td>$ /sample</td>
</tr>
</tbody>
</table>
EXHIBIT 1
REGIONAL LABORATORY/FIELD TESTING SERVICES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>CAPABILITY</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>

Note A: Testing facility shall comply with requirements of ASTM C1222 Section 8.3, including mandatory participation in CCRL Proficiency Testing where applicable. Testing firm credentials and documentation will be provided upon request to the Department.

BITUMINOUS AND CONCRETE TESTING

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>CAPABILITY</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>T 11A</td>
<td>Gradation Analysis - Fine Aggregate, NYSDOT Test Method 703-01 P, G</td>
<td>$</td>
<td>/each</td>
</tr>
<tr>
<td>T 11B</td>
<td>Gradation Analysis - Coarse Aggregate, NYSDOT Test Method 703-01P, G</td>
<td>$</td>
<td>/sample</td>
</tr>
<tr>
<td>T 11C</td>
<td>Maximum Theoretical Specific Gravity, (Rice Test), AASHTO T209</td>
<td>$</td>
<td>/sample</td>
</tr>
<tr>
<td>T 11D</td>
<td>Bulk Specific Gravity - Bituminous Concrete, AASHTO T166</td>
<td>$</td>
<td>/sample</td>
</tr>
<tr>
<td>T 11F</td>
<td>Asphalt Binder Content by Ignition Method, Test Method NY 400-13C (issued March 2001 latest)</td>
<td>$</td>
<td>/sample</td>
</tr>
<tr>
<td>T 11H</td>
<td>Aggregate - Specific Gravity Coarse, AASHTO T85</td>
<td>$</td>
<td>/sample</td>
</tr>
<tr>
<td>T 11I</td>
<td>Aggregate Moisture, AASHTO T255</td>
<td>$</td>
<td>/sample</td>
</tr>
<tr>
<td>T 11J</td>
<td>Concrete Cylinder Compressive Strength Test, including storage, handling, preparation, capping, etc., AASHTO T22</td>
<td>$</td>
<td>/sample</td>
</tr>
<tr>
<td>T 11K</td>
<td>Chloride Monitoring - Concrete Cylinders (drill samples only), NYSDOT Test Method 502-4P</td>
<td>$</td>
<td>/sample</td>
</tr>
<tr>
<td>T 11L</td>
<td>Standard Test Method for microscopical determination of parameters of the Air-Void system in Hardened Concrete ASTM C457</td>
<td>$</td>
<td>/test</td>
</tr>
<tr>
<td>T 11N</td>
<td>Coring Services, AASHTO T24</td>
<td>$</td>
<td>/day</td>
</tr>
</tbody>
</table>

Without lane closure

Plus for services in excess of 8 hrs/day

Plus core charge
## EXHIBIT 1

### REGIONAL LABORATORY/FIELD TESTING SERVICES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>CAPABILITY</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>T11P</td>
<td>Nuclear Density Testing - Bituminous Concrete In Place, ASTM D2950</td>
<td>Straight Time, Including Equipment</td>
<td>$ /hour</td>
</tr>
<tr>
<td></td>
<td>In excess of 8 hours/day</td>
<td>$ /hour</td>
<td></td>
</tr>
<tr>
<td>T11R</td>
<td>Resistance of Concrete to Rapid Freezing and Thawing</td>
<td>$ /sample</td>
<td></td>
</tr>
</tbody>
</table>

### SUPERPAVE TESTING

| T11A1 | Superpave One Point Verification Testing, NYSDOT Materials Method NY 5.16M | $ /sample |
| T11A2 | Materials Finer Than 75-μm (No. 200) Sieve in Mineral Aggregates by Washing, AASHTO T11 | $ /sample |
| T11A3 | Sieve Analysis, Fine Aggregate, AASHTO T27 | $ /sample |
| T11A4 | Sieve Analysis, Coarse Aggregate, AASHTO T27 | $ /sample |
| T11A5 | Specific Gravity and Absorption of Fine Aggregates, AASHTO T84 Coarse Aggregates AASHTO T85 | $ /sample |
| T11A6 | Resistance of Compacted Bituminous Mixtures to Moisture Induced Damage, AASHTO T283 | $ /sample |

**NOTE:** Detailed description of coring services is contained in Appendix E.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>CAPABILITY</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>T 11A7</td>
<td>Uncompacted Void Content of Fine Aggregate Method A, AASHTO T 304</td>
<td>YES $</td>
<td>/sample</td>
</tr>
<tr>
<td>T 11A8</td>
<td>Flat and Elongated Particles in Coarse Aggregates ASTM D4791</td>
<td>YES $</td>
<td>/sample</td>
</tr>
<tr>
<td>T 11A9</td>
<td>Determining the Percentage of Fractured particles in Coarse Aggregates, ASTM D5821</td>
<td>YES $</td>
<td>/sample</td>
</tr>
</tbody>
</table>
## EXHIBIT 1
### LOCAL STRUCTURES LABORATORY/FIELD TESTING SERVICES

## NON-DESTRUCTIVE METAL TESTS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SERVICE</th>
<th>CAPABILITY</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>T 1A</td>
<td>Complete Radiographic Unit with a two-man crew, (Iridium 192 or Cobalt 60 as directed by Administrator).</td>
<td>$</td>
<td>/day</td>
</tr>
<tr>
<td>T 1B</td>
<td>Complete Magnetic Particle Testing Unit with a one-man crew (1000 Amp. - 3000 Amp. As directed by the Administrator).</td>
<td>$</td>
<td>/day</td>
</tr>
<tr>
<td>T 1C</td>
<td>Complete Ultrasonic Testing Unit with operator (N.Y.S. Dept. of Transportation Qualifications)</td>
<td>$</td>
<td>/day</td>
</tr>
<tr>
<td>T 1D</td>
<td>Complete equipment for Dye Penetrant testing with one-man crew.</td>
<td>$</td>
<td>/day</td>
</tr>
</tbody>
</table>

*These rates shall apply whether working or standing by on orders of the Administrator.

Unit operators shall be Senior Inspectors, unit helpers shall be Inspectors, and additional personnel (when ordered by the Administrator) shall be Inspectors.

If such services do not exceed 4 hours in any day, ½ the daily rate will be paid.

For such services in excess of 8 hours in any day, compensation will be made on an hourly basis at 1/8 the daily rate.

The hourly rates noted above also apply to Saturdays, Sundays and Holidays.

Travel time for the above items shall be at the rates set forth in this Agreement for Inspector and Senior Inspector.

| T 1E | Unit in Item T1A and T1B | $ | /day |
| T 1F | Radiographic Materials | $ | /day |
EXHIBIT 3
Consultant Inspection Assignments Process
For the Nationwide Contracts various materials

1. The need for an assignment is determined. These assignments vary from being one to two days a year to months. The shorter assignments are for sampling and inspection of products. The longer term assignments are for inspection at manufacturers that are working on a continuous basis doing steel fabrication. Some shorter duration assignments must be made in a very short time frame (less than two weeks). The need for an assignment is based on the requirements of the Department Specifications and associated directives. In turn the requirements are in place to meet the Federal Highway Administration (FHWA) requirements to obtain federal funding. The following is a list of the different types of assignments and how the need is determined.

A. 709-01, Bar Reinforcement, 17 assignments; 709-02, Wire Fabric for Concrete Reinforcement, 11 assignments, 709-06, Low-Relaxation Prestressing Steel, 5 assignments, and 709-14, Bar Reinforcement, 2 assignments. This is to take monitor samples twice a year (two days per year) and to do an audit of the QC processes of the manufacturer – assignments are made on an as need basis such as when a new manufacturer is added or when an existing inspector needs to be replaced. All assignments for those on the Approved List will be rebid at the beginning of the contract.

B. 709-04, Epoxy Applicators, 10 assignments and; 709-04 Fabricators for Epoxy Coated Rebar, 14 assignments. This is to do an audit (one day per year) of the QC processes of the manufacturer a minimum of once a year. If the manufacturer does sufficient work these audits may be increased. Assignments are done on an as needed basis such as when a new manufacturer is added or when an existing inspector needs to be replaced. All assignments for those on the Approved List will be rebid at the beginning of the contract.

C. 709-13, Stainless Steel Bar Reinforcement, 2 assignments and; 709-013, Fabricators for Stainless Steel Bar Reinforcement, 2 assignments. This is to take monitor samples twice a year (two days per year) and to do an audit of the QC processes of the manufacturer – assignments are made on an as need basis such as when a new manufacturer is added or when an existing inspector needs to be replaced. All assignments for those on the Approved List will be rebid at the beginning of the contract.

D. 716-06-to 716-12, Bridge Bearings, 9 assignments. This is to do inspection and sampling of bridge bearings. This is done for every lot (generally two days per lot) of bearings manufactured by an Approved List manufacturer and work is done on an intermittent as needed basis when a lot is manufactured. Assignments are done on an as needed basis such as when a new manufacturer is added or when an existing inspector needs to be replaced. All assignments for those on the Approved List will be rebid at the beginning of the contract.
E. **710-21 and 710-23, Guide Railing, 3 assignments.** This is to do sampling of guide railing. This is done for every lot (one day per lot) of guide railing manufactured by an Approved List manufacturer and work is done on an intermittent as needed basis when a lot is manufactured. Assignments are done on an as needed basis such as when a new manufacturer is added or when an existing inspector needs to be replaced. All assignments for those on the Approved List will be rebid at the beginning of the contract.

F. **705-11, PVC Waterstop, 2 assignments.** This is to do monitor sampling of PVC Waterstop. Samples are taken from Approved List manufacturers once (one day per year) per year. Assignments are done on an as needed basis such as when a new manufacturer is added or when an existing inspector needs to be replaced. All assignments for those on the Approved List will be rebid at the beginning of the contract.

G. **727-09, Traffic Paint, 5 assignments.** This is done for lot sampling of pavement markings. Lots (one day per lot) of pavement marking materials are sampled when manufactured as per procedural directives. Assignments are done on an as needed basis such as when a new manufacturer is added or when an existing inspector needs to be replaced. All assignments for those on the Approved List will be rebid at the beginning of the contract.

H. **701-01, Portland Cement, 33 assignments; 701-03, Blended Cement, 5 assignments; and 711-12, Ground Granulated Blast Furnace Slag, 9 assignments.** This is done for bimonthly (one day every other month) sampling of these products at Approved List manufacturers. Assignments are done on an as needed basis such as when a new manufacturer is added or when an existing inspector needs to be replaced. All assignments for those on the Approved List will be rebid at the beginning of the contract.

I. **711-10, Fly Ash, 13 assignments.** This is done for monthly (one day per month) sampling of Approved List manufacturers. Assignments are done on an as needed basis such as when a new manufacturer is added or when an existing inspector needs to be replaced. All assignments for those on the Approved List will be rebid at the beginning of the contract.

J. **706-12, 706-13 and 706-14, Polyethylene Pipe, 13 assignments.** This is done for Approved List manufacturers at the following frequencies: every 300 pieces for corrugated pipe and every 10,000 lineal feet for underdrain (one day each frequency). Assignments are done on an as needed basis such as when a new manufacturer is added or when an existing inspector needs to be replaced. All assignments for those on the Approved List will be rebid at the beginning of the contract.

K. **706-02 and 706-03, PCC Pipe, 6 assignments; and 704, Masonry Products, 28 assignments.** This is done for Approved List manufacturers for every lot (one day per
lot) produced. In the case of PCC pipe inspection of the manufacturing is done and then the witnessing of manufacturer’s testing. In the case of Masonry products sampling is done. Assignments are done on an as needed basis such as when a new manufacturer is added or when an existing inspector needs to be replaced. All assignments for those on the Approved List will be rebid at the beginning of the contract.

2. **The Department person responsible for the product that needs inspection** sends out a request for bids to all the consultants that hold a Nationwide Contract. The request for bids includes:
   A. a description of the inspection needed,
   B. its expected schedule,
   C. the location of the assignment
   D. the level of inspectors required, and
   E. a deadline for receiving bids

A description of the assignments can be found in number 1 above. A form for submission of the bid will accompany the request. The form will include the Bid Analysis Criteria listed below and the percentage weight that each portion will be assigned which includes experience/training of the proposed inspectors, their home location, and their hourly rate (as specified by title in their submissions to the original RFP). The percentage weight that will be assigned to each of the criteria will vary due to the complexity of the assignment.

3. After the requests for bids are sent, the Department person responsible for the assignment is available to answer any questions that any of the consultants might have regarding the assignment. Answers to all questions will be circulated among the consulting firms.

4. The Department receives whatever bids are submitted by the consultants. The response is up to the consultants. Sometimes one or all of the consultants may respond to the request. The response needs to include two inspectors (a primary and a backup) that are qualified to do the work (including a resume) and the location of the home office of the inspectors to determine any costs associated with travel.

5. **Bid analysis criteria.** The bids will be analyzed based on the percentage weighting of the three criteria that the request for bids contained that were sent to the consultants (see #2 above). This analysis includes the following:
   A. **An evaluation of the experience/training of the inspectors proposed for the assignment.**
      i. Initially a pass/fail grade will be assigned to determine that the proposed inspectors meet the minimum qualifications (as specified in the original RFP) for the work.
      ii. If the proposed inspectors receive a passing grade, then the experience the inspector has related to the assignment is scored. If an inspector has experience related to the assignment, the experience is considered because
it can be less expensive for the Department to not have to train an inexperienced inspector.

B. The locations of the home office of the proposed inspectors are scored. This is done to reflect the travel costs that will be incurred for the inspector to perform the assignment. Travel costs include mileage, payment for the time the inspector is traveling, and lodging.

C. The hourly rate of the proposed inspector is scored.

6. Evaluation and scoring of bids. If a single consultant submits a qualified (i.e. the proposed inspectors possesses the minimum qualifications specified in the RFP for their level) bid, the Department then assigns the work to that consultant. If two or more consultants submit a bid, then the Department evaluates the bids to determine which consultant should receive the assignment. The Department evaluates all the factors in the above item 5. (A., B., and C.) to determine which proposed inspector has the best value for the Department. Initially the experience/training of the proposed inspectors is evaluated to insure the minimum qualifications for the assignment are met. If an inspector does not meet the minimum requirements of the bid, then he/she is given a failing grade and the bid is rejected. All bids with inspectors meeting the minimum requirements are then evaluated based on the percentages in the form sent to the consultants in the request for bids as described here.

A. Experience: The inspector(s) with the most experience (measured in years) related to the assignment will be given a score of 10 and the other inspectors will be given a prorated score based on their experience.

B. Distance: The location of the home office from which the inspectors are scored. The inspector(s) that is closest to the assignment will be given a score of 10 and the other inspectors will be given a prorated score based on their distance from the assignment.

C. Hourly Rate: The hourly rate of the proposed inspectors is evaluated. The inspector(s) with the lowest hourly rate will be given a score of 10 and the inspectors with higher hourly rates will be given a prorated score based on their hourly rate.

The consultant firm with the highest score (i.e. the best value) will be awarded the bid. The evaluation process is documented by including: the bid solicitation letter or email, the bids that were received, the evaluation of the bids as described here, and the final criteria for which a bid was selected for award.

7. Notification of receiving or not receiving assignment award. The Department then notifies the consultant who had the inspector with the best value determined from the scoring process that they have been awarded the assignment by email or letter. The other consultants are informed by email or letter that they were not awarded the assignment, and who the consultant is that received the assignment. These emails or letters are then retained as documentation.
Exhibit 4
Consultant Inspection Assignments Process For the Nationwide Contracts – Steel Fabrication Shops

Structures Fabrication – Structural Steel, 170 assignments. This is done on an as needed basis when a fabrication shop is producing structural steel. Fabrication shops receive work from contractors for Department projects and the steel is inspected during fabrication (the lengths of these assignments vary from weeks to months). All existing assignments will be rebid at the start of the new contract.

Overview of the Inspection Assignment Process:

As per the NYSDOT Standard Specifications and the NYSDOT Steel Construction Manual, all structural steel items being fabricated require inspection. The Metals Engineering Unit makes an assignment of a suitable Certified Welding Inspector (CWI) at each shop which is currently fabricating steel items for NYSDOT contracts, using the formal inspection assignment process at the beginning of the contract. Assignments are typically made for the periodic provision of services on either a continuing basis or for a specified time period. When a new assignment is needed, the selection is based on the following:

Formal Inspection Assignment Process

1. Publish Request for Proposal for Inspection to Consultants
   a. Include identity of General Contractor.
   b. Include identity and location of fabrication.
   c. Identify those items requiring inspection.
   d. Request resumes of proposed CWI.
   e. Request hourly rate costs.
   f. Request weekly travel expense costs.
2. Collect Proposals from Consultants.
3. Access the Suitability of Proposed CWI based on:
   a. Years of experience as a CWI.
   b. Level of proficiency in bridge fabrication inspection. Preference is given to experience with fabrication to the NYS Steel Construction Manual.
   c. Availability.
   d. Hourly rate cost.
   e. Proximity to fabrication shop. (Travel Expenses)
4. Assign Inspection.
   a. Best proposed CWI for the job that is located nearest the fabrication shop.
   b. All things being equal, distribute assignments as evenly as possible among the four possible consultants so as not to exhaust any one contract budgeted amount in any contract period.
Exhibit 5
Consultant Inspection Assignments Process Prestressed and Precast Concrete Technical Support Services

For a given inspection assignment, the Office of Structures will send out a request for bids to all the consultants that hold a Prestressed/Precast Contract. This request will include:

A. a description of the project,
B. the type of prestressed/precast concrete unit(s) which will be fabricated,
C. the number and size of the prestressed/precast concrete units which will be fabricated,
D. the name and location of the fabricator,
E. the approximate start date of the assignment,
F. the approximate time for completion of the assignment,
G. the required qualifications of the inspector(s),
H. and, the deadline for receiving bids.

The consultant will be asked to provide the following information as part of their bid:

A. an updated resume for the inspector(s) being proposed,
B. the proposed inspector’s total number of years of experience in concrete testing and inspecting the fabrication of precast concrete structural components.
C. the date on which the proposed inspector’s current ACI Level 1 certification expires,
D. the date on which the proposed inspector’s current PCI Level I and/or Level II certification expires,
E. the proposed inspector’s hourly rate (regular time and overtime),
F. the proposed inspector’s travel time and distance from their home or office to the assignment location,
G. whether the proposed inspector will be commuting to the assignment each day or staying in a hotel,
H. if staying in a hotel, whether the inspector will be traveling home on weekends or staying in the hotel on weekends,
I. and, the proposed inspector’s approximate weekly expenses including wages (assuming five 8 hour days), travel expenses, and lodging.

After the requests for bids are sent, the Office of Structures’ contact person responsible for the assignment will be available to answer any questions that any of the consultants might have regarding the assignment. Answers to all questions will be circulated among all the consulting firms.

The Office of Structures will then evaluate each bid based on the following:

- The qualifications of the proposed inspector (rated on a one to ten scale, with one being the lowest and ten being the highest).
• The proposed inspector’s weekly expenses (rated on a one to ten scale, with one being the highest and ten being the lowest).
• The complexity of the assignment (low complexity, average complexity, or high complexity).
• The quality of the fabricator (rated good, average, or poor).

It is more important to have a highly experienced inspector when the assignment is of a complex nature and/or the fabricator has a history of lower quality. The ratings for the complexity of the assignment and quality of the fabricator are used to determine the weights given to both the inspector’s qualification rating and the inspector’s weekly expense rating.

The weighted inspector qualification rating and the weighted inspector expense rating are then combined to determine each consultant’s final score.

The consultant firm with the highest score (i.e., the best value) will be awarded the bid. The evaluation process is documented by retaining: the bid solicitation letter or email, the bids that were received, the evaluation of the bids as described here, and the final criteria for which a bid was selected for award.

The Department then notifies the consultant who had the inspector with the best value determined from the scoring process that they have been awarded the assignment by email or letter. The other consultants are informed by email or letter that they were not awarded the assignment. These emails or letters are then retained as documentation.
EXHIBIT 6
REGIONAL CORING SERVICES SCOPE

Provide all personnel and equipment necessary to obtain pavement or structural cores in accordance with AASHTO T-24. These services are required predominately in Region 11. Coring Services for other Regions may be utilized in which case this description of services would be applicable by omitting specific reference to New York City.

The number and location of the cores shall be at the direction of the Regional Materials Engineer.

The cores shall be identified and packaged in accordance with instructions given by the Regional Materials Engineer.

The cores shall be delivered to the Regional Materials Engineer's office or transmitted by common carrier to a location determined by the Regional Materials Engineer. The cost of transmittal will be reimbursed by the State to the company.

The core hole(s) shall be filled and patched in accordance with instructions from the Regional Materials Engineer.

The company shall conduct the coring operations in a manner so as to provide safety to their employees, Department personnel or their representatives, the contractor and his/her employees and to the traveling public.

The unit prices for coring shall include all direct and indirect costs and profit necessary to accomplish the work. The per day coring charge is for a standard eight hour day, or fraction thereof. No payment will be made for costs associated with staff preparation and mobilization if the agency is notified and the services are canceled prior to the scheduled service day. If the work is cancelled on the day services are to be performed, and the staff resources and equipment have been mobilized, the agency will be paid for the services.

Coring services shall be provided at locations that require either lane closure or no lane closure, as determined by the Regional Materials Engineer.

1. The company shall perform maintenance cleaning of the work area when ordered by the Regional Materials Engineer. Maintenance cleaning shall mean the removal of debris from any source, which in the opinion of the Regional Materials Engineer impedes the flow of traffic or storm water.
2. The closed travel lane(s) shall be swept clean by the company before the lane(s) is reopened to traffic.
3. All material and equipment not in use, and including employees cars, shall be stored or parked at least 30ft. from the edge of the travel way.
4. Operations of a crane or any other equipment for any and all work within the roadways shall be carried out by the company in accordance with the rules, regulations and requirements of the Bureau of Highway Operations and the Department of Buildings, and shall comply with provisions of the New York City Noise Control code.
5. When working on a bridge crossing over a parkway, any commercial vehicles required by the company's operations shall enter the said parkway at the nearest entrance to an individual work site and leave the said parkway at the nearest exit thereafter.
6. No new detour is to be placed in operation on a Friday or on the day preceding a holiday unless otherwise approved in writing by the Regional Materials Engineer and with the concurrence of the New York City Department of Transportation, office of construction coordination.
7. On locations within NYSDOT work zones, the company must coordinate with the Engineer in Charge all activity done on the project.
8. All work must be within NYC permit restrictions.

Horizontal coring of substructures may also be required. The Department will provide access and/or staging to obtain substructure (horizontal) cores. The compensation to the company shall be at the per day rate for "without lane closure" plus the core charge for Portland cement concrete.
EXHIBIT 7
NATIONWIDE CONTRACT ITEMS OF SERVICE

The type of services required for various items of material are as follows:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>MATERIAL</th>
<th>SERVICE REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>BI</td>
<td>Shear Connectors to Structural Steel</td>
<td>Inspection of shop welding</td>
</tr>
<tr>
<td>B2</td>
<td>Structural Steel</td>
<td>Mill Inspection</td>
</tr>
<tr>
<td>B3</td>
<td>Structural Steel (Including Sampling of paint used in shop coat)</td>
<td>Shop Inspection</td>
</tr>
<tr>
<td>B4</td>
<td>Structural Steel</td>
<td>Field Inspection of Erection (Welding and High Strength Bolting)</td>
</tr>
<tr>
<td>B5</td>
<td>Miscellaneous Metal</td>
<td>Shop Inspection</td>
</tr>
<tr>
<td>B6</td>
<td>Metals &amp; Welding</td>
<td>Testing — See Exhibit C</td>
</tr>
<tr>
<td>B7</td>
<td>Casting and Forgings (if produced at isolated plants)</td>
<td>Shop Inspection</td>
</tr>
<tr>
<td>B8</td>
<td>Metal Railing</td>
<td>Shop Inspection &amp; Sampling</td>
</tr>
<tr>
<td>B9</td>
<td>Open Steel Floor</td>
<td>Shop Inspection</td>
</tr>
<tr>
<td>B10</td>
<td>Galvanizing &amp; other protective coatings</td>
<td>Shop Inspection</td>
</tr>
<tr>
<td>B11</td>
<td>Creosoted Timber Piles</td>
<td>Inspection of Piles and Creosoting, and Analysis of Creosote Oil</td>
</tr>
<tr>
<td>B12</td>
<td>Untreated Timber and Lumber (Where stress grade is called for)</td>
<td>Timber Inspection</td>
</tr>
<tr>
<td>B13</td>
<td>Treated Timber and Lumber</td>
<td>Inspection of Timber and Treatment, and Analysis of Wood Preservatives</td>
</tr>
<tr>
<td>B14</td>
<td>Miscellaneous Materials</td>
<td>As Assigned</td>
</tr>
<tr>
<td>L3</td>
<td>Railroad Materials</td>
<td>Plant Inspection &amp; Sampling</td>
</tr>
<tr>
<td>L4</td>
<td>Cementitious Products (including fly ash, cement, ground granulated blast furnace slag, silica fume etc.)</td>
<td>Mill and Distribution Terminal Inspection &amp; Sampling</td>
</tr>
<tr>
<td>L6</td>
<td>Manual Recordation of Concrete Batch Plant Weights</td>
<td>Plant Inspection</td>
</tr>
<tr>
<td>L7</td>
<td>Steel Reinforcement</td>
<td>Shop Inspection &amp; Sampling</td>
</tr>
<tr>
<td>L8</td>
<td>Fencing Materials</td>
<td>Shop Inspection &amp; Sampling</td>
</tr>
<tr>
<td>L9</td>
<td>Guide Rail Materials</td>
<td>Shop Inspection &amp; Sampling</td>
</tr>
<tr>
<td>L10</td>
<td>Corrugated Metal Pipe</td>
<td>Shop Inspection &amp; Sampling</td>
</tr>
<tr>
<td>L11</td>
<td>Paint (exclusive of shop coats)</td>
<td>Plant Inspection &amp; Sampling</td>
</tr>
<tr>
<td>L12</td>
<td>Highway Marking Materials</td>
<td>Plant Inspection &amp; Sampling</td>
</tr>
</tbody>
</table>
EXHIBIT 7

NATIONWIDE CONTRACT ITEMS OF SERVICE

The type of services required for various items of material are as follows:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>MATERIAL</th>
<th>SERVICE REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>L13</td>
<td>Epoxy and Polyester Products</td>
<td>Plant Inspection &amp; Sampling</td>
</tr>
<tr>
<td>L14</td>
<td>Joint Materials</td>
<td>Plant Inspection &amp; Sampling</td>
</tr>
<tr>
<td>L15</td>
<td>Bearing Pads</td>
<td>Plant Inspection &amp; Sampling</td>
</tr>
<tr>
<td>L17</td>
<td>Miscellaneous Materials</td>
<td>As Assigned</td>
</tr>
<tr>
<td>L19</td>
<td>Fly Ash</td>
<td>Source and Distribution Terminal Inspection and Sampling</td>
</tr>
<tr>
<td>L21</td>
<td>Various</td>
<td>Testing - (See Exhibit 1)</td>
</tr>
</tbody>
</table>
The type of services required for various items of material are as follows:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>MATERIAL</th>
<th>SERVICE REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>Precast Materials</td>
<td>Shop Inspection and Sampling</td>
</tr>
<tr>
<td>L17</td>
<td>Miscellaneous Materials</td>
<td>Shop Inspection and Sampling</td>
</tr>
<tr>
<td>P1</td>
<td>Precast, Prestressed Bridge Units</td>
<td>Shop Inspection</td>
</tr>
<tr>
<td>P2</td>
<td>Prestressing Wire Strand and Bar Steel</td>
<td>Shop Inspection and Sampling</td>
</tr>
<tr>
<td>P3</td>
<td>Preliminary Inspection of Plant for Manufacture of Prestressed Concrete Units</td>
<td>Visual</td>
</tr>
</tbody>
</table>

EXHIBIT 7
PRECAST/PRESTRESSED STRUCTURES TECHNICAL SUPPORT SERVICES
CONTRACT ITEMS OF SERVICE
## EXHIBIT 7
PRECAST AUDIT CONTRACT ITEMS OF SERVICE

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>MATERIAL</th>
<th>SERVICE REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>L22</td>
<td>Precast Audit</td>
<td>Audit of precast QC/QA program and related plant activities</td>
</tr>
</tbody>
</table>
EXHIBIT 7
REGIONAL TECHNICAL SUPPORT SERVICE CONTRACT ITEMS OF SERVICE

The selected firm(s) is/are to provide qualified personnel for sampling, inspection and testing services that include:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>MATERIAL</th>
<th>SERVICE REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>M1</td>
<td>Portland Cement Concrete</td>
<td>Plant Inspection, Sampling and Testing</td>
</tr>
<tr>
<td>M2</td>
<td>Bituminous Concrete</td>
<td>Plant Inspection, Sampling and Testing</td>
</tr>
<tr>
<td>M4</td>
<td>Various Materials</td>
<td>Testing <em>(See Exhibit 1)</em></td>
</tr>
</tbody>
</table>
The type of services required for various items of material are as follows:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>MATERIAL</th>
<th>SERVICE REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Shear Connectors to Structural Steel</td>
<td>Inspection of shop welding</td>
</tr>
<tr>
<td>B2</td>
<td>Structural Steel</td>
<td>Mill Inspection</td>
</tr>
<tr>
<td>B3</td>
<td>Structural Steel (Including Sampling of paint used in shop coat)</td>
<td>Shop Inspection</td>
</tr>
<tr>
<td>B4</td>
<td>Structural Steel</td>
<td>Field Inspection of Erection (Welding and High Strength Bolting)</td>
</tr>
<tr>
<td>B5</td>
<td>Miscellaneous Metal</td>
<td>Shop Inspection</td>
</tr>
<tr>
<td>B6</td>
<td>Metals &amp; Welding</td>
<td>Testing — See Exhibit C</td>
</tr>
<tr>
<td>B7</td>
<td>Casting and Forgings (if produced at isolated plants)</td>
<td>Shop Inspection</td>
</tr>
<tr>
<td>B8</td>
<td>Metal Railing</td>
<td>Shop Inspection &amp; Sampling</td>
</tr>
<tr>
<td>B9</td>
<td>Open Steel Floor</td>
<td>Shop Inspection</td>
</tr>
<tr>
<td>B 10</td>
<td>Galvanizing &amp; other protective coatings</td>
<td>Shop Inspection</td>
</tr>
<tr>
<td>B 11</td>
<td>Creosoted Timber Piles</td>
<td>Inspection of Piles and Creosoting, and Analysis of Creosote Oil</td>
</tr>
<tr>
<td>B 12</td>
<td>Untreated Timber and Lumber (Where stress grade is called for)</td>
<td>Timber Inspection</td>
</tr>
<tr>
<td>B 13</td>
<td>Treated Timber and Lumber</td>
<td>Inspection of Timber and Treatment, and Analysis of Wood Preservatives</td>
</tr>
<tr>
<td>B14</td>
<td>Structural Steel</td>
<td>Proctoring of Welder Certification sample fabrication. The proctor must be a certified welding inspector.</td>
</tr>
<tr>
<td>B15</td>
<td>Miscellaneous Materials</td>
<td>As Assigned</td>
</tr>
</tbody>
</table>
APPENDICES

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE 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, licensor, 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 (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), 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 $10,000, 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 is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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 because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. 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. 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.

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 (2NYCRR 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.

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12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 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 section. 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 Section 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. 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 MacBrine 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. 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South
22. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 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 Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 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 Section 5-a, if the contractor fails to make the certification required by Tax Law Section 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 Section 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: [http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf](http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf)

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 Section 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, recovery of 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.

Updated February 2014
APPENDIX A-1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

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, color, or national origin, sex, age, and 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.
APPENDIX B

REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally-aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its “Procedures for Locally Administered Federal-Aid Projects” (available through NYSDOT’s web site at: www.dot.ny.gov/plafap).

In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsor’s contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation’s DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its
approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

**FEDERAL SINGLE AUDIT REQUIREMENTS**

Non-Federal entities that expend $500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations”. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than $500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency. The New York State Department of Transportation, the New York State Comptroller’s Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity’s fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation’s Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

**THE CATALOG OF FEDERAL DOMESTIC ASSITANCE**

The Catalog of Federal Domestic Assistance (CFDA2), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

**THE CFDA IDENTIFICATION NUMBER**

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205. Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education
- 20.219 Recreational Trails Program
- 20.XXX Highway Planning and Construction - Highways for LIFE;
- 20.XXX Surface Transportation Research and Development;
- 20.500 Federal Transit-Capital Investment Grants
- 20.505 Federal Transit-Metropolitan Planning Grants
- 20.507 Federal Transit-Formula Grants
- 20.509 Formula Grants for Other Than Urbanized Areas
- 20.600 State and Community Highway Safety
- 23.003 Appalachian Development Highway System
- 23.008 Appalachian Local Access Roads

**PROMPT PAYMENT MECHANISMS**

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

1 The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

2 [www.cfda.gov](http://www.cfda.gov)
(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

1. You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.
2. You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.
3. You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

1. A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.
2. A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
3. Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

Updated March 2013
APPENDIX B-1

U.S. GOVERNMENT REQUIRED CLAUSES

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases ($3,000 or less, except for construction contracts over $2,000). Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000). Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the municipal corporation with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Charter Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases ($3,000 or less, except for construction contracts over $2,000). Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases ($3,000 or less, except for construction contracts over $2,000). Pursuant to 69 USC 5323(f) and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities.

Cargo Preference - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases ($3,000 or less, except for construction contracts over $2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% 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 the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, “on-board” commercial bill-of-lading in English for each
shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the municipal corporation (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

Seismic Safety – Applicability – Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases ($3,000 or less, except for construction contracts over $2,000). Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Energy Conservation – Applicability – All Contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000).
Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water – Applicability – All Contracts and Subcontracts over $100,000.
Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the municipal corporation and understands and agrees that the municipal corporation shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $100,000 financed in whole or in part with FTA assistance.

Bus Testing – Applicability – Rolling Stock/Turnkey. Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following: 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the municipal corporation prior to the municipal corporation's final acceptance of the first vehicle. 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public. 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the municipal corporation prior to the municipal corporation's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post-Delivery Audit Requirements - Applicability – Rolling Stock/Turnkey. Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications: (1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly. (2) Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications. (3) Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Lobbying – Applicability - Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over $100,000.
65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports – Applicability – As shown below. These requirements do not apply to micro-purchases ($3,000 or less, except for construction contracts over $2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)(1), which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)(1), which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)(1)) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the municipal corporation, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the municipal corporation and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Bonding Requirements – Applicability – For those construction or facility improvement contracts or subcontracts exceeding $100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:
a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

1. 50% of the contract price if the contract price is not more than $1 million;
2. 40% of the contract price if the contract price is more than $1 million but not more than $5 million; or
3. $2.5 million if the contract price is more than $5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient). It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds
1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds
1. The penal amount of the payment bonds shall equal:
   (i) Fifty percent of the contract price if the contract price is not more than $1 million.
   (ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or
   (iii) Two and one half million if the contract price is more than $5 million.
2. If the original contract price is $5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)
The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:
1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
1. The penal amount of performance bond(s) shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
1. The penal amount of payment bonds shall equal:
   (i) Fifty percent of the contract price if the contract price is not more than $1 million;
   (ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or
   (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements
The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)
The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds
1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Clean Air – Applicability – All contracts over $100,000
(1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the municipal corporation and understands and agrees that the municipal corporation will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. (2) Contractor shall include these requirements in each subcontract exceeding $100,000 financed in whole
or in part with FTA assistance.

Recycled Products – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures $10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Davis-Bacon and Copeland Anti-Kickback Acts – Applicability – Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over $2,000

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 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. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). 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 conforming under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall 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. (ii)(A) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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. (C) 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 shall 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. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall 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.(iii) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) 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, 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. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. 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.(C) 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 shall 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 with 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. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall 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.

(2) Withholding - The municipal corporation shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, 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.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and
(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the municipal corporation for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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 Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section. (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined
rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(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.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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.

(9) Disputes concerning labor standards - 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 - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

Contract Work Hours & Safety Standards Act – Applicability – Contracts over $100,000

(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 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in
violation of the clause set forth in para. (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.
(3) Withholding for unpaid wages and liquidated damages - the municipal corporation shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties - Applicability – All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)
(1) The municipal corporation and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the municipal corporation, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)
(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over $10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is $100,000
a. Termination for Convenience (General Provision) the municipal corporation may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the municipal corporation’s best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the municipal corporation. If contractor is in possession of any the municipal corporation property, contractor shall account for same, and dispose of it as the municipal corporation directs.
b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the municipal corporation may terminate this contract for default. Termination shall be effected by serving a notice of termination
to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the municipal corporation that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the municipal corporation, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the municipal corporation in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions.

If contractor fails to remedy to the municipal corporation's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the municipal corporation setting forth the nature of said breach or default, the municipal corporation shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the municipal corporation from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the municipal corporation elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the municipal corporation shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the municipal corporation, by written notice, may terminate this contract, in whole or in part, when it is in the municipal corporation's interest. If the contract is terminated, the municipal corporation shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. the municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation’s convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. the municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the municipal corporation goods, contractor shall, as directed by the municipal corporation, protect and preserve the goods until surrendered to the municipal corporation or its agent. Contractor and the municipal corporation shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation’s convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. the municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the municipal corporation may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the municipal corporation resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the municipal corporation in completing the work.
Contractor’s right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the municipal corporation, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the municipal corporation in writing of the causes of delay. If in the municipal corporation’s judgment, delay is excusable, the time for completing the work shall be extended. The municipal corporation’s judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor’s right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the municipal corporation’s convenience.

i. Termination for Convenience or Default (Architect & Engineering) the municipal corporation may terminate this contract in whole or in part, for the municipal corporation's convenience or because of contractor’s failure to fulfill contract obligations. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the municipal corporation all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the municipal corporation’s convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor’s failure to fulfill contract obligations, the municipal corporation may complete the work by contact or otherwise and contractor shall be liable for any additional cost incurred by the municipal corporation.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation’s convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the municipal corporation may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the municipal corporation or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the municipal corporation, or property supplied to contractor by the municipal corporation. If termination is for default, the municipal corporation may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the municipal corporation and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the municipal corporation’s convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the municipal corporation determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the municipal corporation, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over $25,000
This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the municipal corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the municipal corporation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The
bidders or proposers further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracts Involving Federal Privacy Act Requirements – Applicability
- When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements – Applicability
- All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL." 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

Breaches and Dispute Resolution – Applicability
- All contracts over $100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the municipal corporation’s authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a
written appeal to the municipal corporation’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the municipal corporation’s CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the municipal corporation, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the municipal corporation and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within New York State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the municipal corporation or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights Data – Applicability – Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual or to micro-purchases ($3,000 or less, except for construction contracts over $2,000)

Contracts Involving Experimental, Developmental, Or Research Work.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work: (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for “Federal Government purposes,” any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, “for Federal Government purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party. 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA. (c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA’s general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal
Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work. (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work funded in whole or in part with Federal assistance provided by FTA. (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. (4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified. (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Transit Employee Protective Provisions – Applicability – Contracts for transit operations except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

(1) Contractor shall comply with applicable transit employee protective requirements as follows:

(a) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5311, the contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current, and any alternative comparable arrangement specified by U.S. DOL for application to the project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revision thereo. [New amendments to U.S. DOL guidelines, “Section 5333(b), Federal Transit Law,” 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et. Seq., August 13, 2008.] (2) Contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over $3,000 awarded on the basis of a bid or
a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The New York State goal is available by contacting the Department. The municipal corporation’s overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor 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 this DOT-assisted contract. 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the municipal corporation. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by the municipal corporation and contractor’s receipt of the partial retainage payment related to the subcontractor’s work. The contractor must promptly notify the municipal corporation whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the municipal corporation.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)
The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the municipal corporation to be in violation of FTA terms and conditions.

Drug & Alcohol Abuse and Testing – Applicability – Operational service contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

Other Federal Requirements

Full and Open Competition – In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications – Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities – Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation – To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors for federally financed or assisted construction, the municipal corporation shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the municipal corporation’s Procurement Guidelines, available upon request from the municipal corporation.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the municipal corporation to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the municipal corporation and FTA, as they may be amended or promulgated during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.


Environmental Protections – Compliance is required with any applicable Federal laws imposing environmental and
resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data – Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements For State Administered Federally Aid Funded Projects Only
Non Federal entities that expend $500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than $500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in ’3052.215(a), but records must be available for review or audit by appropriate officials of the Federal agency, the New York State Department of Transportation, the New York State Comptroller’s Office and the U.S. General Accounting Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Rd, Albany, NY 12232.

Catalog of Federal Domestic Assistance (CFDA) Identification Number
The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transit Statewide/Metropolitan Transportation Planning (Section 5304) is 20.505. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Updated July 2013
APPENDIX C

SPECIAL EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

Specific Equal Employment Opportunity Responsibilities

1. GENERAL  (a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity, as required by Federal Executive Order 11246, Federal Executive Order 11375, and NYS Executive Order 45, are set forth in required Contract Provisions (Form PR-1273 or 1316, as appropriate) and those Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. Non-discrimination and affirmative action are also required by the State Labor Law, Section 220-e, as amended, and the Regulations of the NYS Department of Transportation relative to federally-assisted programs (Title 49, Code of Federal Regulations, Part 21 and Section 21.5), including employment practices when the agreement covers a program set forth in Appendix B of the Regulations. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for projects activities under this contract.

(b) The CONSULTANT will work with the STATE and the Federal Government in carrying out equal employment opportunity obligations and in their review of their activities under this contract.

(c) The CONSULTANT and all their sub-contractors and/or sub-contractors holding sub-contracts of $10,000 or more will comply with the following minimum specific requirements of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to contractors and sub-contractors.) The CONSULTANT will include these requirements in every sub-contract with such modification of language as is necessary to make them binding on the subcontractor.

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY  The CONSULTANT, their sub-consultant and/or sub-contractor or any person acting on behalf of the CONSULTANT or sub-consultant and/or sub-contractor will accept as their operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, national origin, age, disability or marital status, and to promote the full realization of equal employment opportunity through a positive continuing program. "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, or during consideration for employment, without regard to their race, religion, sex, or color, national origin, age, disability or marital status. Such non-discriminatory action shall include, but not be limited to: employment, job assignment, 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."

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICER  The CONSULTANT will designate and make known to the New York State Department of Transportation contracting officers an Equal Employment Opportunity Officer and a Minority Business Enterprise officer (hereinafter referred to as the EEO Officer and M.B.E. Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. DISSEMINATION OF POLICY  (a) All members of the CONSULTANT's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONSULTANT's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six months, at which time the CONSULTANT's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory (first level of supervision and above) or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the CONSULTANT's equal employment opportunity obligations within thirty days following their reporting for duty with the CONSULTANT.

(3) All personnel who are engaged in direct recruitment for the project will be instructed in the CONSULTANT's procedures for locating and hiring minority group employees by the EEO Officer or appropriate company official. (Minority group referred to herein shall mean Black, Hispanic, Asian/Pacific Islander, American Indian/Alaskan.)

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(b) In order to make the CONSULTANT's equal employment opportunity policy known to all employees, prospective employees and potential sources or employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the CONSULTANT will take the following actions:

(1) Notices and posters setting forth the CONSULTANT'S equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The CONSULTANT's equal employment opportunity 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.

(c) In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a sub-contract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this agreement and the Regulations relative to non-discrimination.

5. RECRUITMENT (a) When advertising for employees, the CONSULTANT will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived. These advertisements shall state that all qualified applicants will be afforded equal employment opportunity without regard to race, religion, sex, color, national origin, age, disability or marital status.

(b) The CONSULTANT will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the CONSULTANT's EEO Officer will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the CONSULTANT for employment consideration. In the event the CONSULTANT has a valid bargaining agreement providing for exclusive hiring hall referrals, the CONSULTANT is expected to observe the provisions of that agreement to the extent that the system permits the CONSULTANT's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the CONSULTANT to do the same, such implementation violates Executive Order 11246.

(c) The CONSULTANT will encourage present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. 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, national origin, age, disability or marital status. The following procedures shall be followed:

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

(b) The CONSULTANT will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory practices.

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

(d) The CONSULTANT will promptly investigate all complaints of alleged discrimination made in connection with obligations under this agreement, will attempt to resolve such complaints, and will take appropriate corrective action within 15 days. All subsequent corrective actions or decisions will also be documented and forwarded to the NYS Department of Transportation Compliance Officer within 7 days after such action has taken place. 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 CONSULTANT will inform every complainant of the results and all of their avenues of appeal should the complaint be denied.

7. TRAINING AND PROMOTION (a) The CONSULTANT will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.
(b) Consistent with the CONSULTANT's work force requirements and as permissible under the Federal and State regulations, the CONSULTANT 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 the Training Special Provision is provided under this contract, this subparagraph is superseded thereby.

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

d) The CONSULTANT will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. UNIONS If the CONSULTANT relies in whole or in part upon unions as a source of employees, the CONSULTANT will use their best effort to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and, to effect referrals by such unions of minority and female employees. The CONSULTANT will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division of Human Rights, advising such labor union or representative of the CONSULTANT's compliance and with the non-discrimination clauses. Actions by the CONSULTANT, either directly or through a CONSULTANT's association acting as agent, will include the procedures set forth below:

(a) The CONSULTANT will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

(b) The CONSULTANT will use their best efforts to incorporate an equal employment opportunity 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, national origin, age, disability or marital status.

c) The CONSULTANT 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 CONSULTANT. The CONSULTANT shall so certify to the STATE and shall set forth what efforts have been made to obtain such information. Further, if the CONSULTANT was directed to do so by the contracting agency as part of the bid or negotiations of this contract, the CONSULTANT shall request such labor union or representative to furnish him with a written statement that such labor union or representative accepts the non-discrimination clauses and will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the CONSULTANT shall promptly notify the State Division of Human Rights and set forth what efforts have been made to obtain such information.

d) In the event the union is unable to provide the CONSULTANT with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the CONSULTANT will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, disability or marital status, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the CONSULTANT has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the CONSULTANT from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONSULTANT shall immediately notify the New York State Department of Transportation.

9. AFFIRMATIVE ACTION IN SUBCONTRACTING (a) The CONSULTANT will not discriminate on the grounds of race, religion, sex, color, national origin, age, disability or marital status in the selection of subcontractors, including procurements and leases of equipment.

(b) If the CONSULTANT determines to use a subcontractor as part of this agreement, affirmative action shall be taken to increase the participation of minority business firms in that work. As part of that affirmative action, the CONSULTANT will identify and contact minority business firms and solicit proposals for the work to be subcontracted. The STATE will provide a list of names of minority business firms to the CONSULTANT. Another source that should be contacted for a list of minority business firms is the Governor's Office of Minority & Women's Business Development (GOMWBD).

c) The CONSULTANT will document the affirmative action steps taken to comply with paragraph 9b. Such documentation will be provided at the time or submittal of a formal proposal to the State's Contracts Bureau.
(d) By execution of this agreement, the CONSULTANT certifies that the affirmative action steps in 9a, 9b & 9c above were taken when soliciting proposals for the work in this agreement indicated to be subcontracted and that these steps will be taken should any work be subcontracted in the future.

(e) The CONSULTANT will insure binding subcontractor and vendor compliance with their EEO obligations. The CONSULTANT will take such actions in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation with a subcontractor or a vendor as a result of such direction by the contracting agency, the CONSULTANT shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

10. RECORDS AND REPORTS (a) The CONSULTANT will keep such records as are necessary to determine compliance with the CONSULTANT's equal employment opportunity obligations. The records kept by the CONSULTANT will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each work classification on the project, where required by the NYS D.O.T Compliance Officer.
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to CONSULTANTS who rely in whole or in part on unions as a source of their work force).
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
5. Compliance with all other requirements in these provisions such as meetings, instructions, employment efforts, etc.

(b) The CONSULTANT will comply with Sections 291-299 of the Executive Law and Civil Rights Law and will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by State or Federal officials to be pertinent to ascertain compliance with such Regulations, orders and instructions. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State and the Federal Highway Administration.

(c) Failure to comply with these Special EEO Provisions may be considered unsatisfactory performance and may subject the agreement to termination under the termination article of this agreement. Non-compliance may result in the CONSULTANT's being declared ineligible for future agreements made by or on behalf of the STATE or a public authority or agency of the STATE, until he satisfies the State Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division of Human Rights have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the State Division of Human Rights, notice thereof has been given to the CONSULTANT and an opportunity has been afforded them to be heard publicly before the State Commissioner of Human Rights or official designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided for by law. These may include, but are not limited to:

1. Withholding of payments to the CONSULTANT under the agreement until the CONSULTANT complies, and/or
2. Cancellation, termination or suspensions of the agreement in whole or in part.

11. TRAINING SPECIAL PROVISIONS This Training Special Provision supersedes paragraph 7.b above and is in implementation of 23 CFR Subpart A, Section 230.111 & Executive Order 11246.

As part of the CONSULTANT's equal employment opportunity affirmative action program training shall be provided as follows:

The CONSULTANT shall provide on-the-job training aimed at developing full competence in the job classification involved.

The number of months of training to be provided under these special provisions is 12 months.

In the event that the CONSULTANT subcontracts a portion of the contract work, it shall be determined how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the CONSULTANT shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The CONSULTANT shall also insure that this training special provision is made applicable to such subcontract.

The number of trainees shall be distributed among the work classifications on the basis of the CONSULTANT's needs. Along with their proposal, the CONSULTANT shall submit to the New York State Department of Transportation for approval the
proposed number of trainees to be trained in each selected classification, their estimated salaries and a training schedule. The salaries to be paid trainees shall not be less than 75 percent of the average hourly rate approved in the agreement for the classification to be trained. During the period from the beginning of the project to its completion, the trainee shall receive reasonable salary increases commensurate to the abilities and effort exerted by the trainee. The training schedule required should indicate the start of work and appropriate incremental salary steps in accord with the above.

Training and upgrading the proficiency of minorities and women is a primary objective of this Training Special Provision. Accordingly, the CONSULTANT shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The CONSULTANT will be responsible for demonstrating the steps that have been taken in pursuance thereof, prior to a determination as to whether the CONSULTANT is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training program or in a classification in which they have been employed. The CONSULTANT should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the CONSULTANT's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training schedule developed by the CONSULTANT and approved by the State and Federal Highway Administration. The State and the Federal Highway Administration shall approve a program if it reasonably calculated to meet the equal employment opportunity obligations of the CONSULTANT and to assist in qualifying the average trainee toward proficiency in the classification concerned by the end of the training period. Approval of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. Training is permissible in lower level management positions. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The CONSULTANT will be reimbursed for the cost of any and all training under the payment terms of this agreement. This can include offsite training cost as discussed above. All offsite training must be defined in the training schedule. All costs claimed or calculated for training must be directly related to the work defined in the scope of this agreement and/or added by supplemental agreement.

The CONSULTANT must demonstrate their best efforts and evidence good faith in hiring trainees for positions in the classification in which they have completed training.

The CONSULTANT shall furnish the trainee a copy of the program they will follow in the training. The CONSULTANT shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The CONSULTANT will provide for the maintenance of records and furnish periodic reports documenting their performance under this Training Special Provision.

Updated December 2012
APPENDIX D

LISTING OF PERTINENT MATERIALS METHODS and OTHER RELATED DOCUMENTS

Note: The following listing represents those documents that may be necessary to progress daily duties. The listed documents, or their more current versions, may be found at [https://www.dot.ny.gov/divisions/engineering/technical-services/materials-bureau/forms-manuals](https://www.dot.ny.gov/divisions/engineering/technical-services/materials-bureau/forms-manuals) and the most current version shall be used.

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