



Project Manual

Campus Roadways Rehabilitation Project, Revised 1

SU-031819

Dated March 18, 2019

Proposal Due Date

June 20, 2019

State University of New York Purchase College
735 Anderson Hill Road
Purchase, New York 10577-1402
F. Edward Herran, Interim Director of Procurement & Accounts Payable

Project Number: **SU-031819**
Date: 03/18/2019

Project Name: Campus Roadways Rehabilitation Project

Agency/Div Code: SUNY Purchase College 28260

Contract No.: T031819

Bidding Documents

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- RE-1 Campus Roadways Rehabilitation Project, **Revision date 5.28.2019**
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State University of New York Construction Agreement

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4. [Form 7554-10](#) - Bid Bond and Acknowledgement (*required with bid*)
5. Affirmative Action and Minority & Women Owned Business Enterprises *from SUNY Procedure Item #7557 “Participation by Minority Group Members and Women (MWBEs) with Respect to State University of New York Contract” (applies >\$100,000)*
 - a. [Form 7557-121b](#) – MWBE Prospective Bidders Notice
 - b. [Form 7557-107](#) - M/WBE Utilization Plan (*required within seven days of the bid*)
 - c. The Contractor’s EEO Policy Statement or [Form 7557-104](#) (*required within seven days of the bid*)
 - d. [Form 7557-108](#) - M/WBE-EEO Work Plan (*required within seven days of the bid*)

Note: In accordance Procedure Item #7557 MWBE Utilization Plans, EEO policy statements and EEO Work Plans are due within seven days of submittal of the bid.

6. Service Disabled Owned Business Enterprise *from SUNY Procedure Item #7564 “Participation by Service-Disabled Veteran-Owned Business (SDVOBs) with Respect to State University of New York Contracts” (applies >\$100,000)*
 - a. [Form 7564-121b](#) – SDVOB Prospective Bidders Notice
 - b. [Form 7564-107](#) - SDVOB Utilization Plan (*required with the bid*)
7. New York State Finance Law §139-1 Certification
8. EO 177 Certification

Attachments –Additional Contractor Documentation (required after bid opening from the low bidder)

9. State Finance Law §§139-j and 139-k *from SUNY Procedure Item #7552 “Procurement Lobbying Procedure for State University of New York” (applies >\$15,000)*
 - a. [Form A](#) - Summary: Policy and Procedure of the State University of New York Relating to State Finance Law §§139-j and 139-k
 - b. [Form B](#) - Affirmation with respect to State Finance Law §§139-j and 139-k
 - c. [Form C](#) - Disclosure and Certification with respect to State Finance Law §§139-j and 139-k
10. Procurement Forms *from SUNY Procedure Item #7553 “Purchasing and Contracting (Procurement)”*
 - [Form I](#) Omnibus Procurement Act of 1992 (*applies >\$1,000,000*)
 - [Form II](#) Omnibus Procurement Act of 1992, Out of state firms (*applies >\$1,000,000*)
 - [Form XIII](#) Public Officers Law Compliance
11. Bonds and Certificate of Insurance *from SUNY Procedure Item #7554 “Construction Contracting*

Procedures

- a. [Form 7554-11](#) Labor & Materials and Performance Bonds (*applies >\$50,000*)
 - b. [Form 7554-12](#) Certificate of Insurance (*applies to all contracts*)
 - c. NYS Workers Compensation and Disability Insurance (*applies all contracts*)
12. Vendor Responsibility
- a. OSC's [Vendrep - Online System](#) or [Link to paper forms](#) (*form applies \geq \$100,000*)
13. NYS Labor Law, Section 220-a
- a. [Form 7554-13](#)
 - i. Form AC 2947, Prime Contractor's Certification
 - ii. Form AC 2948, Subcontractor's Certification
 - iii. Form AC 2958, Sub-subcontractor's Certification

Notice to Bidders and Newspaper Advertisement

The State University of New York at **Purchase College** will receive sealed bids for project number **SU-031819** titled **Campus Roadways Rehabilitation Project, Revision 1** until 1p.m. local time on **June 20, 2019** at Purchasing and Accounts Payable Office, Campus Center South, Purchase College, 735 Anderson Hill Road, Purchase New York 10577-1402, where such proposals will be publicly opened and read aloud.

All work on this Contract is to be completed by **August 19, 2019**, starting **immediately** after the contract approval date.

There will not be a Pre-Bid Conference and site walk-through. Contractors are advised to review the existing conditions independently.

For directions to Purchase College, see
<https://www.purchase.edu/admissions/travel-and-transportation/#Directions>

For a campus map, see
<https://www.purchase.edu/live/files/220-campus-map>

Purchase College is dedicated to environmentally sustainable practices and development. In an effort to conserve resources and reduce waste, the Bidding and Contract Documents will only be available electronically in PDF format for viewing and downloading at the following website:
<https://www.purchase.edu/PurchaseMeansBusiness>

There will be a Question Period from **June 14, 2019 – June 18, 2019**. During this time any questions must be submitted in writing (no telephone calls) to the following email address lawrence.mangello@purchase.edu. The email should reference the project in the subject line and include prospective bidder contact information and email address. A response to all questions submitted within the Question Period and any required Addenda will be posted no later than the close of business **on June 19, 2019** to
<https://www.purchase.edu/PurchaseMeansBusiness>

Bids must be submitted in duplicate in accordance with the instructions contained in the Information for Bidders. Security will be required for each bid in an amount not less than five (5) percent of the Total Bid.

It is the policy of the State of New York and the State University of New York to encourage minority business enterprise participation in this project by contractors, subcontractors and suppliers, and all bidders are expected to cooperate in implementing this policy. The minority (MBE) and women (WBE) owned business contractor/subcontractor participation goals for this construction procurement are 27.60% for MBEs and 16.67% for WBEs for a total MWBE goal of 44.27%. The service disabled veteran owned business (SDVOB) subcontractor participation goal is 6%.

The rates of wages and supplements determined by the Industrial Commissioner of the State of

New York as prevailing in the locality of the site at which the work will be performed can be found at:

<https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1475517>

The Prevailing Rate Case (PRC) Number assigned to this project is **PRC# 2019003299**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between Purchase College and an Offeror/Bidder during the procurement process. An Offeror/Bidder is restricted from making contacts from the earliest notice of intent to solicit proposals through final award and approval of the Procurement Contract by Purchase College/State University of New York and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Pursuant to the statute, Purchase College employees are also required to obtain certain information when contacted during the restricted period and maintain a record of the communication, and make a determination of a knowing and willful contact. Contact made to other than designated staff regarding this procurement may disqualify the vendor from the current award and affect future procurements with government entities in the State of New York.

The State University of New York reserves the right to reject any or all bids.

Designated Contacts:

Lawrence Manganello
Senior Project Manager, Capital Facilities Planning
Purchase College
State University of New York
735 Anderson Hill Road
Purchase, NY 10577-1402
Tel: (914) 251-4877
Fax: (914) 251-6063
Email: Lawrence.Manganello@purchase.edu

F. Edward Herran
Director of Procurement & Accounts Payable
Purchase College
State University of New York
Campus Center South 3rd Floor
735 Anderson Hill Road
Purchase, NY 10577-1402
Tel: (914) 251-6070
Fax: (914) 251-6075
Email: Edward.Herran@purchase.edu

Lula Curanovic
MWBE Coordinator
Purchase College
State University of New York
Campus Center South 3rd Floor
735 Anderson Hill Road
Purchase, NY 10577-1402
Tel: (914) 251-6088
Fax: (914) 251-6075
Email: Lula.Curanovic@purchase.edu

Newspaper Advertisement

NOTICE TO BIDDERS: Purchase College, State University of New York will receive sealed Proposals for **Project SU-031819**, Titled “**Campus Roadways Rehabilitation Project, Revised 1**” until **1:00 P.M. Local Time on June 20, 2019**, at the Purchasing & Accounts Payable Office, Campus Center South 3rd Floor, State University of New York (SUNY) Purchase College, State University of New York, 735 Anderson Hill Road, Purchase, New York 10577-1402, when they will be opened publicly and read.

There will not be a Pre-Bid Conference and site walk-through. Contractors are advised to review the existing conditions independently.

For directions to Purchase College and for a campus map, see:
<https://www.purchase.edu/admissions/travel-and-transportation/>

The Bidding and Contract Documents are available at the following website:
<https://www.Purchase.edu/PurchaseMeansBusiness> Telephone/fax requests will not be considered.

Submitted by:
F. Edward Herran
Interim Director of Procurement & Accounts Payable
Purchase College
State University of New York
Campus Center South 3rd Floor
735 Anderson Hill Road
Purchase, NY 10577-1402
Tel: (914) 251-6070
Fax: (914) 251-6075
Email: edward.herran@purchase.edu

INFORMATION FOR BIDDERS

Section 1 Definitions

All definitions set forth in the Agreement are applicable to the Notice to Bidders, Information for Bidders and the Proposal, all of which documents are hereinafter referred to as the Bidding Documents.

Section 2 Issuance of Bidding and Contract Documents

- (1) Purchase College is dedicated to environmentally sustainable development. In an effort to conserve resources and reduce waste, the Bidding and Contract Documents will only be available electronically in PDF format for viewing and downloading at the following website:
<https://www.purchase.edu/purchasemeansbusiness>

Section 3 Proposals

- (1) Proposals must be submitted in duplicate on the forms provided by the University. They shall be addressed to the University in a sealed envelope, marked with the name and address of the bidder, the title of the Project and the Project number. The University accepts no responsibility for Proposals that may be delivered by any courier or other messenger service that does not contain all of the above-noted information on the outside of a sealed envelope. Facsimile or email copies of the Proposal will not be accepted.

Sealed Proposals are to be delivered to:

F. Edward Herran
Interim Director of Procurement & Accounts Payable
Purchase College – 3rd Floor Campus Center South
State University of New York
735 Anderson Hill Road
Purchase, NY 10577-1402

Proposals must be received in the Purchasing & Accounts Payable Office by the due date and time. Bidders mailing their Proposals must allow sufficient time to ensure receipt of their Proposals by the date and time specified. Bidders are cautioned that, although using a trackable mailing/courier/messenger service, bids must be received in the Purchasing & Accounts Payable Office by the due date and time. Although bids may be signed for by Purchase College Mail Operations personnel prior to bid opening time on the day of the bid, this does not guarantee that the Purchasing & Accounts Payable Office will receive the bid by bid opening time. No bid will be considered that is not physically received in the Purchase College Purchasing & Accounts Payable Office by the bid opening time.

- (2) All blank spaces in the Proposal must be filled in and, except as otherwise expressly provided in the Bidding Documents; no change is to be made in the phraseology of the Proposal or in the items mentioned therein.
- (3) Proposals that are illegible or that contains omissions, alterations, additions or items not called for in the Bidding Documents may be rejected as informal. In the event any bidder modifies, limits or restricts all or any part of its Proposal in a manner other than that expressly provided for in the Bidding Documents, its Proposal may be rejected as informal.

- (4) Any Proposal may be considered informal which does not contain prices in words and figures in all of the spaces provided or which is not accompanied by a bid security in proper form. In case any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding upon the bidder. In case of a discrepancy in the prices contained in the Proposal forms submitted in duplicate by the bidder, the Proposal form which contains the lower bid shall be deemed the bid of the bidder; provided, however, the University at its election may consider the Proposal of such bidder informal.
- (5) If the Proposal is made by a corporation, the names and places of residence of the president, secretary and treasurer shall be given. If by a partnership, the names and places of residence of the partners shall be given. If by a joint venture, the names and addresses of the members of the joint venture shall be given. If by an individual, the name and place of residence shall be given.
- (6) No Proposal will be considered which has not been deposited with the University at the location designated in and prior to the time of opening of bids designated in the Bidding and Contract Documents or prior to the time of opening as extended by Addendum.
- (7) Bids may be modified, withdrawn or canceled only in writing or by email notice received by the University prior to the time of opening of bids designated in the Bidding and Contract Documents. A written or email notice of modification, withdrawal or cancellation shall be marked by the bidder with the name and address of the bidder, the title of the Project and the Project number. Upon receipt by the University a duly authorized employee of the University, who shall note thereon the date and time of receipt and shall thereupon attach said written or email notice of modification, withdrawal or cancellation to the envelope submitted by the bidder pursuant to subdivision (1) of this
- (8) Permission will not be given to modify, explain, withdraw or cancel any Proposal or part thereof after the time designated in the Bidding and Contract Documents for the opening of bids, unless such modification, explanation, withdrawal or cancellation is permitted by law and the University is of the opinion that it is in the public interest to permit the same.

Section 4 Examination of Bidding and Contract Documents

- (1) Prospective bidders shall examine the Bidding and Contract Documents carefully and, before bidding, shall make written request to the Consultant (with a copy thereof to the University) for an interpretation or correction of any ambiguity, inconsistency or error therein which should be discovered by a reasonably prudent bidder. Such interpretation or correction as well as any additional Contract provision the University shall decide to include will be issued in writing by the Consultant as an Addendum, which will be sent to each person recorded as having received a copy of the Bidding and Contract Documents from the Consultant, and which also will be available at the places where the Bidding and Contract Documents are available for inspection by prospective bidders. Upon such emailing or delivery and making available for inspection, such Addendum will become a part of the Bidding and Contract Documents and will be binding on all bidders whether or not the bidder receives or acknowledges the actual notice of it. Prospective bidders are responsible for ensuring that all addenda have been incorporated into the bid. The requirements contained in all Bidding and Contract Documents shall apply to all Addenda.
- (2) Only the written interpretation or correction so given by Addendum shall be binding. Prospective bidders are warned that no trustee, officer, agent or employee of the University or the Consultant

is authorized to explain or interpret the Bidding and Contract Documents by any other method, and any such explanation or interpretation, if given, must not be relied upon.

Section 5 Computation of Bid

- (1) In computing their bids, bidders are not to include the sales and compensating use taxes of the State of New York or of any city and county in the State of New York for any supplies or materials which are incorporated into the completed Project as the University is exempt from such taxes.
- (2) Unit prices may be inserted in the Proposal by the University or the bidder at the discretion of the University. Any unit prices listed in the Proposal by the University are based upon the Consultant's appraisal of a fair cost for the work involved. Such listed prices will be binding upon both the bidder and the University unless the bidder wishes to change any of such unit prices by crossing out the listed unit price and inserting a revised unit price. Such revised unit price shall not be binding upon the University unless it accepts the same, in writing, before it issues a Notice of Award. In the event the Proposal contains blank spaces for unit prices or the bidder revises any stated unit price, the amount of such unit prices for additions shall not vary by more than 15 percent from the prices inserted by the bidder for deductions, and, if the variance of such prices exceeds 15 percent, the University may adjust the deduction price inserted by the bidder so that it is only 15 percent lower than the addition price inserted by the bidder. In addition, the University may adjust any unit price filled in by a bidder to an amount agreeable to both the bidder and the University or it may reject any unit prices.
- (3) Alternates, if any, listed in the Proposal shall be accepted in the order indicated and will be used in combination with the Base Bid to determine the low bidder. Unit prices will not be used to determine the low bidder.
- (4) If a tie bid should occur the University reserves the right to use one of the following methods to determine the successful bidder. For tie bids between two contractors the University representative shall flip a coin, both affected contractors must be present for the coin toss. For tie bids between three or more contractors the University representative shall pull names from a bowl, hat or other container. The affected contractors must be present for the drawing.

Section 6 Payment of Bid Security

- (1) Each Proposal must be accompanied by the required amount of the bid security, which is 5% or the full and just sum of the difference between the Principal and the Total Bid of the bidders submitting the next lowest bid, whichever sum is higher, in the form of a bank draft or certified check, payable at sight to the University and drawn on a bank authorized to do business in the United States, or by a Bid Bond, on a form approved by the University, duly executed by the bidder as principal and having as surety thereon a surety company or companies, approved by the University, authorized to do business in the State of New York as a surety. Attorneys-in-fact who execute a Bid Bond on behalf of a surety must affix thereto a certified and effectively dated copy of their power of attorney.
- (2) The University will return, without interest, bid securities in accordance with the following procedure:
 - a. To all bidders except the apparent three (3) lowest bidders within two (2) working days after the opening of bids.
 - b. To any bidder submitting a Bid Bond as a replacement for a previously provided bank draft

- or certified check, within two (2) working days after the University's approval of such Bid Bond.
- c. To the apparent three (3) lowest bidders, unless their bid security was previously returned, within two (2) working days after delivery to the University by the successful bidder of the executed Agreement and required Bonds, or within two (2) working days of the University's rejection of all bids or within two (2) working days after the expiration of forty-five (45) calendar days after the bid opening, whichever event shall occur first.
 - d. Bid Bonds, due to their nature, will not be returned.
- (3) The University reserves the right to deposit bid security drafts or checks pending final disposal of them.

Section 7 Qualifications of Bidders

- (1) A bidder must demonstrate, to the satisfaction of the University, that it has successfully completed three (3) contracts similar in size, scope and complexity to this contract within the last five (5) years.
 - a. For scope and complexity, similar work is defined as **installation of new roadways, site work, utility tie-in, painting and striping of roads, and testing**, of as further described in the General Requirements, Description of Work.
 - b. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the University.
 - c. The above three projects shall be submitted on Attachment A of the Proposal (Form 7554-07), "List of Completed Similar Construction Projects" (the List). If the List is not provided or is missing information, and/or is found to have erroneous information or information that is no longer current, a Proposal may be rejected as not responsive. If requested by the University, the bidder may be permitted to add missing information, modify and/or explain erroneous information or information that is no longer current on the List. Modifications and/or explanations of the List must be received within 48 hours of receipt of the University's request.
- (2) All prospective bidders must demonstrate to the satisfaction of the University that they have the skill and experience, as well as the necessary facilities, ample financial resources, ability to manage staff and subcontractors effectively, ability to anticipate and plan construction work for optimal progress, ability to create, strive for and maintain working environments and relationships that are constructive, communicative and cooperative, organization and general reliability to do the work to be performed under the provisions of the Contract in a satisfactory manner and within the time specified.
- (3) Each bidder must demonstrate to the satisfaction of the University that it has working capital available for the Project upon which it is bidding in an amount equal to 15 percent of the first \$100,000 of the amount of its Base Bid plus 10 percent of the next \$900,000 plus 5 percent of the remainder of its Base Bid. Working capital is defined as the excess of current assets over current liabilities. The University defines current assets as assets which can be reasonably expected to be converted into cash within a year, and current liabilities as debts which will have to be paid within a year.

- (4). The University may make such investigation as the University deems necessary to determine the ability of any bidder to perform the Work. Bidders shall furnish to the University all information and data required by the University, including complete financial data, within the time and in the form and manner required by the University. The University reserves the right to reject any bid if the evidence submitted by or an investigation of such bidder fails to satisfy the University that such bidder is properly qualified to carry out its obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- (5) At the time of the bid opening, all bidders and subcontractors, domestic and foreign, must be in compliance with New York State business registration requirements. Contact the NYS Department of State regarding compliance.

Section 8 Submission of Post-Bid Information

- (1) Within forty-eight (48) hours after the opening of bids, each of the apparent three lowest bidders, unless otherwise directed by the University or otherwise provided in the Bidding and Contract Documents, shall submit to both the University and the Consultant:
 - a. Evidence of a completed New York State Uniform Contracting Questionnaire (Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)). Either email confirmation that the bidder's CCA-2 is current and certified in the New York State VendRep System (VendRep) within the last six months from the bid date, or deliver a certified paper format CCA-2, including all attachments, to the University.

The University recommends that vendors file the required CCA-2 online via the VendRep. To enroll in and use the VendRep, see the VendRep Instructions at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep online at <https://portal.osc.state.ny.us>. To request assistance, contact the Office of the State Comptroller's ("OSC") Help Desk at 866-370-4672 or 518- 408-4672 or by email at ciohelpdesk@osc.state.ny.us.

The paper format CCA-2 and accompanying definitions are available on the OSC website at the following location:

http://www.osc.state.ny.us/vendrep/forms_vendor.htm

- b. A working plan and schedule showing clearly, in sequence and time-scale, all significant activities of the work. The working plan and schedule shall be in the form of suitable charts, diagrams or bar graphs and shall be based on the Contractor's logic and time estimates for the anticipated time of commencement and completion of the work and its significant phases and activities and the interrelationship between such significant activities and other items pertinent to the work. This requirement is in addition to and not a substitute for the schedule requirements of section 3.02 (Time Progress Schedule) of the Agreement. Although the working plan and schedule submitted shall not be used in determining the lowest responsible bidder, failure to submit the working plan and schedule may result in the rejection of the Proposal as not responsive.
- c. The names and addresses of the bidder's proposed subcontractor for the Asbestos Abatement work of any value, and proposed subcontractors for Electrical Work, the Heating, Ventilating and Air-Conditioning Work and the Plumbing Work for each of said

work categories valued at \$100,000 or more.

- i. For each proposed subcontractor named, provide a completed "List of Completed Similar Construction Projects (the List)." If the List is not provided or is missing information, and/or is found to have erroneous information or information that is no longer current, a proposed subcontractor may be rejected. If requested by the University, the bidder may be permitted to add missing information, modify and/or explain erroneous information or information that is no longer current on the List; modifications and/or explanations of the List must be received promptly after receipt of the University's request.
- ii. Only one proposed subcontractor should be named for each of such trades. Proposed subcontractors of the bidder may not be changed except with the specific written approval of the University.
- iii. The naming of the bidder itself for any of such work is not acceptable and may result in rejection of the bidder unless the bidder can demonstrate to the University that it has successfully completed or substantially completed three (3) contracts similar in size, scope and complexity for the designated work within the last five (5) years. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the University.
- iv. The bidder will be required to establish, to the satisfaction of the Consultant and the University, the reliability and responsibility of each of their said proposed subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to each of such proposed subcontractors' respective trades. By submission of the "List of Completed Similar Construction Projects," a proposed subcontractor must be able to demonstrate that they have successfully completed or substantially completed three (3) contracts similar in size, scope and complexity for the designated work within the last five (5) years. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the University.
- v. For each of the proposed subcontractors, the bidders must submit to the University, within seven (7) calendar days after the bid opening, evidence of a completed New York State Uniform Contracting Questionnaire (Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)). Either email confirmation that the subcontractor's CCA-2 is current and certified in the New York State VendRep System (VendRep) within the last six months from the bid date, or deliver a certified paper format CCA-2, including all attachments, to the University.
- vi. In the event that the University and the Consultant reject any of said proposed subcontractors, the bidder, within two (2) working days after receipt of notification of such rejection, shall again submit to the University and the Consultant the name of another proposed subcontractor in place of the one rejected and it will be required to establish to the satisfaction of the University and the Consultant the reliability and responsibility of said proposed subcontractor; When naming another proposed subcontractor, the bidder must promptly submit the proposed subcontractor's completed "List of Completed Similar Construction Projects" and their completed CCA-2.

- vii. The bidder will not be permitted to submit another proposed subcontractor if it designated itself for any of the aforesaid categories of work.
 - viii. Proposed subcontractors of the bidder, approved by the University and the Consultant, must be used on the work for which they were proposed and approved and they may not be changed except with the specific written approval of the University.
 - d. A breakdown of the amount of the bidder's Proposal. Such breakdown shall be prepared in accordance with industry standards. No bidder shall be barred from revising, in the Contract breakdown required under the provisions of Section 4.08 of the Agreement, the various amounts listed in the bid breakdown required under the provisions of this Section. The amount set forth in said bid breakdown will not be considered as fixing the basis for additions to or deductions from the Contract consideration.
- (2) Except for Contracts of \$100,000 or less, within seven (7) calendar days after the opening of bids, unless otherwise directed by the University, the three low bidders shall submit to the University for its approval, a Minority and Women-owned Business Enterprise Utilization Plan (Form 7557-107).
- (3) Except for contracts of \$100,000 or less, within seven (7) calendar days after the opening of bids, the three low bidders shall submit to the University for its approval, an Equal Employment Opportunity Statement and EEO Plan (Form 7557-105) to ensure equal employment opportunities without discrimination because of race, creed, color, sex or national origin. Such Statement and plan should demonstrate the bidder's intent to comply with the provisions of Article VI of the Agreement. The EEO plan should include the methods that the bidder will use to address nondiscrimination and affirmative action so that minorities and women will be included in the work force. The Equal Employment Opportunity ("EEO") Policy Statement that shall contain, but not necessarily be limited to, a provision that the bidder, as a precondition to entering into a valid and binding Contract with the University, shall during the performance of the Contract, agree to the following:
 - a. It will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group membership and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on the Contract.
 - b. It shall state in all solicitations or advertisements for employees that, in the performance of the 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.
 - c. At the request of the University, it shall request each employment agency, labor union or authorized representative of workers, with which it has 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 bidder's obligations herein.
 - d. After the award of the contract, it shall submit to the University a work force utilization report, in a form and manner required by the University, of the work force actually utilized

on the Contract, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the University.

- (4) The above information and such other information as the University or the Consultant may request or obtain will be used by the University in determining the reliability and responsibility of the bidder and any proposed subcontractors. Each bidder must comply promptly with all requests by the University and the Consultant for information and must actively cooperate with the University and the Consultant in their efforts to determine the qualifications of the bidder and any proposed subcontractors. Failure to comply with the latter may result in the rejection of the Proposal as not responsive. All information required to be furnished to the University under this Section shall be sent to the State University at {insert address or email address}.

Section 9 Award of Contract

- (1) The award of the Contract shall be made to the bidder submitting the lowest bid that is responsive to the solicitation and who, in the sole opinion of the University, is qualified to perform the work. The University shall determine the lowest bid by adding to or deducting from the Base Bid of the bidders the additive or deductive alternates, if any, the University elects to accept after the opening of the Proposals. Alternates will be accepted in the order they are set forth in the Proposal. The unit prices set forth in the Proposal for additions to or deductions from the work shall not be considered in determining the lowest bid.

The lowest base bid shall not exceed the amount of funds then estimated by the University as available to finance the contract. If the lowest bidder exceeds such amount, the University may reject all bids, or may award the contract on the base bid combined with deductive alternates applied in the order they are set forth in the Proposal as produces the net amount which is within the available funds.

- (2) The right is reserved, if, in the University's judgment, the public interest will be promoted thereby, to reject any or all Proposals, to waive any informality in any Proposal received or to afford any bidder an opportunity to remedy any deficiency resulting from a minor informality or irregularity. Without limiting the generality of the foregoing:
- a. A Proposal may be rejected as not responsive if the bidder fails to furnish the required bid security or to submit the data required with or after its Proposal and this Information for Bidders.
 - b. A Proposal may be rejected as not responsive if the bidder cannot show to the satisfaction of the University: (i) that it has the necessary qualifications and capital; or (ii) that it owns, controls or can procure the necessary plant and equipment to commence the work at the time prescribed in the Contract and thereafter to prosecute and complete the work at the rate, or within the time specified; or (iii) that it is not already obligated by the performance of so much other work as is likely to delay the commencement, prosecution or completion of the work contemplated by the Contract.
 - c. A Proposal will be rejected as not responsive if it does not provide for the completion of the work by the date of completion specified in the Proposal.
- (3) The University also expressly reserves the right to reject any Proposal as not responsive if, in its opinion, considering the work to be performed, the facts, as to the bidder's business or technical organization, plant, financial and other sources of business experience compared with the work bid

upon, justify rejection.

- (4) The award of the Contract shall not be construed as a guarantee by the University that the plant, equipment and the general scheme of operations and other data submitted by the bidder with or after its Proposal is either adequate or suitable for the satisfactory performance of the work.

Section 10 Required Bonds and Insurance

- (1) Unless otherwise agreed to by the University, within ten (10) working days after the receipt of Letter of Intent, the Contractor shall procure, execute and deliver to the University and maintain, at its own cost and expense:
- a. A Performance Bond and a Labor and Material Bond, both of which bonds shall be on the form prescribed by the University and in an amount not less than 100 percent of the total amount of the Contract awarded to the Contractor by the University said bonds must be issued by a surety company approved by the University and authorized to do business in the State of New York as a surety.
 - b. Attorneys-in-fact who execute said Bonds on behalf of a surety must affix thereto a certified and effectively dated copy of their power of appointment.
- (2) Prior to the commencement of work the Successful Bidder will provide, at its sole cost and expense, Certificates of Insurance in accordance with Section 5.06 and 5.07 of the Construction Agreement, which shall remain in force throughout the term of the agreement, or any extension thereof. Such Certificates of Insurances shall be from an insurance company licensed by the New York State Department of Insurance with a rating of at least "A-" as published with Standard & Poor's, and a liability insurance policy with limits no less than **\$2,000,000.00** per claim. If during the term of the policy, the carrier's rating falls below "A-", the liability insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the State of New York. Such policies shall name the STATE UNIVERSITY OF NEW YORK as an additional insured. The policy shall designate the State University of New York as the loss payee and shall contain a provision that the State University of New York shall receive at least thirty (30) days' notice prior to material change, cancellation or expiration of any such policy.
- (3) **Workers Compensation Insurance & Disability Benefits Coverage**
All employees of the Successful Bidder shall be adequately and properly covered by Workers' Compensation Insurance and Disability Benefits coverage for all work related to the resultant contract. Such policies shall name the STATE UNIVERSITY OF NEW YORK as an additional insured and are to be written by recognized and well-rated insurance companies authorized to transact business in the State of New York. The Successful Bidder shall deliver certificates of such coverage, or proof that such coverage is not required, in the required format, as required by the Workers' Compensation Board, to the following when the agreement is signed by the parties and thereafter not less than thirty (30) days prior to material change or cancellation of such coverage.
- (4) Proof of insurances with the specific coverage and limits required in Article V of the Agreement. Acceptable documents are:
- i. Proof of NYS Worker's Compensation is only accepted on the C-105.2 or U-26.3 form.
 - ii. Proof of Disability insurance is only accepted on the DB-120.1 form.

Use the link below for a description of the required forms for Workers Compensation and Disability:

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/18/G.htm>

- iii. All other proof of insurance must be on the Acord 25 Certificate of Liability Insurance form.
- iv. A 60 day schedule
 - a. After receipt of the Letter of Intent but before receipt of the Contract is Awarded, the Contractor, unless otherwise directed by the University, shall update the working plan and schedule previously submitted in accordance with the Information for Bidders to define the contractor's planned operations during the first 60 days and submit it to the University and the Consultant for their acceptance. The updated working plan and schedule shall be in the form of suitable charts, diagrams or bar graphs and shall be based on the Contractor's logic and time estimates. When updated, such plan and schedule shall be sufficiently detailed to show clearly, in sequence, all salient features of the work of each trade including: the anticipated time of commencement and completion of such work and the interrelationship between such work, submission of Shop Drawings and Samples for approval, approval of Shop Drawings and Samples, placing of orders of materials, fabrication and delivery of materials, installation and testing of materials, contiguous or related work under other contracts, and other items pertinent to the work. The Notice to Proceed may be withheld until this schedule is received and is deemed responsive to the project requirements.
 - b. After Contract Award, but before processing second progress payment application, the Contractor, unless otherwise directed by the University, shall submit to the University and the Consultant for their acceptance its proposed working plan and project time schedule for all the work covered by the Contract, and shall include activities for preparation and submission of all Shop Drawings and Samples. Said proposed working plan and schedule shall be prepared in accordance with the form and requirements set forth in the preceding paragraph.

Section 11 Opportunities Programs

(1) Minority and Women's Business Enterprises

- a. Pursuant to New York State Executive Law Article 15-A, the University recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of University contracts.
- b. For purposes of this solicitation, the University hereby establishes an overall goal of **44.27%** for MWBE participation, **27.6%** for Minority-Owned Business Enterprises ("MBE") participation and **16.67%** for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). For additional information please refer to the MWBE requirements outlined in the Prospective Bidders Notice ([Form 7557-121b](#)) and Exhibit A-1.
- c. For guidance on how the University will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

- d. Please note the forms identified in the Prospective Bidders Notice ([Form 7557-121b](#)) must be submitted within seven days of the bid opening. Required forms include the MWBE-EEO Policy Statement ([Form 7557-104](#) or equivalent), the MWBE Utilization Plan ([Form 7557-107](#)) and the EEO Staffing Plan ([Form 7557-108](#)).
- e. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the University. The University will review the submitted MWBE Utilization Plan and advise the Bidder of the University's acceptance, or issue a notice of deficiency within 30 days of receipt.

(2) Service Disabled Veteran Owned Business Enterprises

- a. Consistent with the State University of New York's commitment to, and in accordance with, Article 17-B of the New York State Executive Law, contractors are required to ensure that good faith efforts are made to include meaningful participation by Service Disabled Veteran-Owned Business in SUNY's MWBE Program. The requirements apply to contracts in excess of \$100,000.
- b. To ensure that SDVOB Enterprises are afforded the opportunity for meaningful participation in the performance of the University's contracts, and to assist in achieving the SDVOB Act's statewide goal for participation on state contracts the University hereby establishes an overall goal of 6% for SDVOB participation for this solicitation.
- c. For additional information please refer to the SDVOB requirements outlined in the Prospective Bidders Notice ([Form 7564-121b](#)). Please note the SDVOB Utilization Plan [Form 7564-107](#) must be submitted within seven days of the bid opening.

Section 12 Encouraging Use of New York State Business Businesses in Contract Performance

- (1) New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector

programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

- a. Information on the availability of New York State subcontractors and suppliers is available from: New York State Department of Economic Development, Procurement Assistance Unit, One Commerce Plaza, Albany, New York 12245, Phone: (518) 474-7756, Fax: (518) 486-7577.

Section 13 Single Contract Responsibility

This is a single bid general construction project. The Contractor submitting the bid is responsible for all work associated with this Project.

Section 14 Examination of Site and Conditions of Work

- (1) There will not be a Pre-Bid Conference and site walk-through. Contractors are advised to review the existing conditions independently.
- (2) Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor on the project. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their contract. To the extent possible, the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Section 15 General Terms and Conditions

- (1) The following items will be incorporated into, and made part of, the formal agreement: (1) the University's Invitation for Bid; (2) the Successful Bidder's proposal; (3) Exhibit A, Standard Contract Clauses; (4) Exhibit A-1, Affirmative Action Clauses; and, (5) Forms A and B Procurement Lobbying Forms.
- (2) In the event of any inconsistency in or conflict among the document elements of the agreement described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) Exhibits A and A-1; (2) Forms A and B Procurement Lobbying Forms, (3) the Agreement; (4) this IFB; and (5) the Successful Bidder's proposal.

Section 15.1 Vendor Debriefing and Contract Award Protest Procedure

- (1) Upon being notified of their unsuccessful bids, unsuccessful bidders may request in writing a debriefing within 15 calendar days of such notice. The 15 day period starts once unsuccessful bidders are notified. Once a request is made by the bidder, the University must schedule a debriefing within a reasonable time of such request. Unless the campus and bidder mutually agree to use another method such as by telephone, video conference or another type of electronic communication the debriefing must be conducted in person with the bidder.

- (2) This procurement is subject to SUNY Procedure Item 7561, Contract Award Protest Procedure.

Section 15.2 Proposal Confidentiality

- (1) All proposals and qualifications submitted for the University's consideration will be held in confidence. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL). Therefore, if an Bidder believes that any information in its proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed the Bidder shall submit with its proposal a separate letter to the designated contact. The letter shall specifically identify the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by an Bidder to submit such a letter will constitute a waiver by the Bidder of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets.
- (2) The proprietary nature of the information designated confidential by the Bidder may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire proposal be kept confidential is not advisable since a proposal cannot reasonably consist of all data subject to FOIL proprietary status.

Section 15.3 Information Security Breach and Notification Act

- (1) The Bidder shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law, Section 208). The Bidder shall be liable for the costs associated with such breach if caused by its negligent or willful acts or omissions, or the negligent or willful acts or omissions of its agents, officers, employees or subcontractors.

Section 15.4 State Finance Law §§ 139-j and 139-k

- (1) State Finance Law §§139-j and 139-k imposes certain restrictions on communications between the University and a Bidder during the procurement process. During the restricted period the Bidder is restricted from making contacts to other than designated contact unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The restricted period is from the earliest notice of intent to solicit offers through final award and approval of the Contract.
- (2) University employees and their designated representatives are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period the Bidder is debarred from obtaining government procurement contracts.

Section 16 Additional Terms and Conditions

- (1) The terms and conditions of the State University of New York Construction Agreement (Form 7554-09) shall apply, and is provided as an attachment to this IFB.
- (2) The resulting agreement shall be binding upon its execution by both parties and, if required by New York State law, upon the approval of the Attorney General and the Office of the State

Comptroller.

- (3) The agreement may be revised at any time upon mutual consent of the parties in writing. Such written consent will not be effective until signed by both parties and, if required by New York State law, approved by the Attorney General and the Office of the State Comptroller.
- (4) The relationship of the Successful Bidder to the University shall be that of independent contractor.
- (5) Compliance with the post-employment restrictions of the Ethics in Government Act is required.
- (6) The submission of a proposal constitutes a binding offer to perform and provide said services.
- (7) In the event the Successful Bidder uses partners, subcontracts or subcontractors, the Successful Bidder will remain responsible for compliance with all specifications and performance of all obligations under the contract resulting from this IFB. For the resulting agreement, the Successful Bidder will be the prime contractor.
- (8) The University will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to this IFB.
- (9) Public announcements or news releases regarding this IFB or any subsequent award of a contract must not be made by any Bidder without the prior written approval of SUNY.
- (10) The Successful Bidder is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and State where the services are provided, and all other laws applicable to the performance of the resulting contract. The Successful Offeror shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
- (11) The Successful Bidder will be responsible for the work, direction and compensation of its employees, consultants, agents and contractors. Nothing in the resulting agreement or the performance thereof by the Successful Bidder will impose any liability or duty whatsoever on the University including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.
- (12) In the event the Successful Bidder is required to be reimbursed for travel, Bidder shall be reimbursed at rates not to exceed the current NYS Schedule of Allowable Reimbursable Travel Expenses. Refer to the U.S. Government Administration Rates for Travel at: <http://www.gsa.gov>
- (13) In addition, the University reserves the right to:
 - a. Not accept any and all proposals received in response to this IFB, waive requirements or amend this IFB upon notification to all bidders, waive minor irregularities or adjust or correct cost or cost figures with the concurrence of the bidder if mathematical or typographical errors exist.
 - b. To terminate any resulting contract for: (1) unavailability of funds; (2) cause; (3) convenience; (4) in the event it is found that the certification filed by the Bidder in accordance with State Finance Law §§139-j and 139-k are found to be intentionally false or intentionally incomplete; and if applicable, the Department of Taxation and Finance

Contractor Certification Form ST-220CA was false or incomplete. Upon such finding the University may exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of the contract.

- c. Request certified audited financial statements for the past three (3) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.
- d. Contact any or all references.
- e. Request clarifications from Bidders for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Bidders determined to be susceptible to being selected for contract award, prior to award.
- e. Advise Bidder of any objectionable employee(s) and/or subcontractor(s) and request their removal from the project. Such removal shall not be reasonably withheld by the Bidder.

Section 17 Executive Order 177 (EO 177)

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to: (i) all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment; (ii) employers with fewer than four employees in all cases involving sexual harassment; and (iii) any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, prior to contract award, successful bidder must submit a certification that it does not have institutional policies or practices that fail to address harassment and discrimination as described above. SUNY is electing to obtain the certification with the bid documents to avoid unnecessary delay in the contract award process.

All bidders must sign and submit the certification that is part of this solicitation.

Section 18 State Finance Law § 139-I Certification

Pursuant to N.Y. State Finance Law § 139-I, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and

provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following

URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers> .

Pursuant to N.Y. State Finance Law § 139-I, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such Bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the Bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, SUNY may reject the bid or decide that there are sufficient reasons to accept the bid without such certification.

All bidders must sign and submit the certification that is part of this solicitation.

Section 19 Purchase College Policies

All State University of New York Purchase College policies must be followed by Contractor while on the Purchase College grounds and in providing the goods and/or services of this solicitation to Purchase College.

The Purchase College policies include:

- (1) Domestic Violence in the Workplace policy*
- (2) Nondiscrimination policy*
- (3) Policy on Sexual Harassment*
- (4) Regulations for a Drug Free Environment and Information on Counseling and Treatment*
- (5) Tobacco Free Policy*
- (6) Title IX of the Education Amendments*

The full text of the above listed Purchase College policies can be accessed at:

<https://www.purchase.edu/offices/purchasing/policies/>

NAME OF BIDDER

ADDRESS OF BIDDER

PROPOSAL FOR

Project Number: **SU-031819**

Date: **03/18/2019**

Project Name: **Campus Roadways Rehabilitation Project, Revised 1**

TO THE STATE UNIVERSITY OF NEW YORK:

1. **The Work Proposed Herein Will Be Completed by August 19, 2019, Starting immediately After The Contract Approval Date.** In the event the bidder fails to complete such work by said date or dates, or within the time to which such completion may have been extended in accordance with the Contract Documents, the bidder agrees to pay the University liquidated damages in an amount equal to the values indicate in the Liquidated Damages Schedule below for each calendar day of delay in completing the work.

LIQUIDATED DAMAGES SCHEDULE

<u>Contract Amount</u>	<u>Liquidated Damages</u>
Under \$100,000	\$100/day
\$100,000-\$499,999	\$200/day
\$500,000-\$999,999	\$300/day
\$1MM-\$1,999,999	\$400/day
\$2MM-\$3,499,999	\$500/day
\$3.5MM-\$5MM	\$700/day
Over \$5MM (to be determined by the University in each instance)	\$____/day

2. The bidder hereby declares that it has carefully examined all Bidding and Contract Documents and that it has personally inspected the actual location of the work, together with the local sources of supply, has satisfied itself as to all the quantities and conditions, and understands that in signing this Proposal, it waives all right to plead any misunderstanding regarding the same.
3. The bidder further understands and agrees that it is to do, perform and complete all work in accordance with the Contract Documents and to accept in full compensation therefore the amount of the Total Bid, modified by such additive or deductive alternates, if any, as are accepted by the University.
4. The bidder further agrees to accept the unit prices, if any, set forth in paragraph (5) of this proposal, except as the same may be modified pursuant to the provisions of Section (5) of the Information to Bidders, as full payment for the amount of the credit to the University for any deletions, additions, modifications or changes to the portion or portions of work covered by said unit prices.

5. **BID CALCULATION**

a. **BASE BID** (*does not include allowances*)

\$ _____
(in numbers)

(in words)

b. **ALLOWANCES:** In accordance with the Schedule I and Section 4.05 of Agreement, the bidder further agrees to the following additions to the Base Bid:

Work or Materials Description	Amount in Words	Amount in Figures
NONE		

c. **TOTAL BID** (*base bid + allowances = total bid*)

\$ _____
(in numbers)

(in words)

d. **ALTERNATES:** In accordance with Section B of the General Requirements the bidder proposes the following additions to or deductions from the Total Bid for the alternates listed below:

Alternate Number 1	Add/Deduct	Amount in Words	Amount in Figures
Alternate Number 2	Add/Deduct	Amount in Words	Amount in Figures

e. UNIT PRICING (base bid and any change order)

	Amount in Words	Amount in Figures
UNIT COST PER TON LAY DOWN ASPHALT Labor & Material		
UNIT COST PER TON BINDER COURSE Labor & Material		
UNIT COST REMOVE & RESET GRANITE CURBING Labor & Material		
UNIT COST COBBLESTONE CURBING L.F. Labor & Material		

Purchase College requires bidders to submit bids for the base bid and both Alternates. Purchase College will award a contract, at minimum, for the base bid. The college may add Alternate 1 and then Alternate 2 to the contract dependent upon available funding.

6. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (a) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (b) unless otherwise required by law, the prices have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (c) no attempt has been made or will be made by the bidder to induce any person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a), (b), and (c) above shall have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Campus President, or designee, or Vice Chancellor for Capital Facilities, or designee, determines that such disclosure was not made for purposes of restricting competition.

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

7. The bidder agrees that if awarded the Contract, it will commence work within (10) calendar days after date of receipt of a fully executed Agreement and that it will fully complete the work by the date stated herein.
8. The bidder acknowledges the receipt of the following addenda, but agrees that it is bound by all addenda whether or not listed herein.

Addendum Number	Date	Addendum Number	Date
_____	____/____/____	_____	____/____/____
_____	____/____/____	_____	____/____/____
_____	____/____/____	_____	____/____/____

9. The bidder submits herewith bid security in an amount not less than five (5) percent of the Total Bid. In the event that (a) the bidder's Total Bid is the lowest one submitted and the bidder does not timely provide the Post-Bid Information required by the Information for Bidders or (b) this Proposal is accepted by the University and the bidder shall refuse or neglect, within ten (10) calendar days after date of receipt of Agreement, to execute and deliver said Agreement in the form provided herein, or to execute and deliver a Performance Bond and a Labor and Material Bond in the amounts required and in the form prescribed, the bidder shall be liable to the University, as liquidated damages, for the amount of the bid security or the difference between the Total Bid of the bidder and the Total Bid of the bidder submitting the next lowest bid, whichever sum shall be higher, otherwise the total amount of the bid security will be returned to the bidder in accordance with the provisions set forth in the Information for Bidders. The University may apply the bid security in full or partial payments, as the case may be, of said liquidated damages and in the event the bid security is less than the amount of liquidated damages to which the University is entitled, the bidder shall pay the difference, upon demand, to the University.
10. The bidder certifies that all wood products that are to be used in the performance of this Contract shall be in accordance with the Specifications and provisions of Section 167 b. of the State Finance Law which Section prohibits the purchase and use of tropical hardwoods.
11. The bidder affirms that it understands and agrees to comply with the procedures of the Fund relative to permissible contacts as required by Sections 139-j(3) and 139-j-(6)(b) of the State Finance Law.
12. The bidder certifies that all information provided or to be provided to the University in connection with this procurement is, as required by Section 139-k of the State Finance Law, complete, true and accurate.

Dated ____/____/____

Firm's Federal ID Number or
Social Security Number as applicable _____

Legal name of person, partnership, joint venture or corporation:

By _____
(signature)

Title _____

Email address _____

ACKNOWLEDGMENT FOR THE PROPOSAL

THE LEGAL ADDRESS OF THE BIDDER

Telephone No. _____ Facsimile No. _____

If a Corporation

Name

Address

_____	PRESIDENT _____
_____	SECRETARY _____
_____	TREASURER _____

If a Partnership

Name of Partners

Address

_____	_____
_____	_____
_____	_____

If a Joint Venture

Name of Members

Address

_____	_____
_____	_____
_____	_____

If an Individual

Name of Individual

Address

_____	_____
-------	-------

Attachment A – List of Completed Similar Construction Projects

Bidder Name:

Project No.:

Bidders must provide three (3) example projects completed in the past five (5) years in which the Bidder served as the prime contractor. Example projects must be of similar size, scope and complexity to the project currently being bid, as further described in the Description of Work. Each project must include the Owner/Agency, Award Date, Contract Amount, Date Completed, Contact Person, Telephone number of the contact, Architect and/or Engineer's Name, Contract Number, Contact Email, and the Project Title and a brief scope description. Reference contacts may be used to verify project size, scope, dollar value, percentages and quality of performance.

1.	Agency/Owner			Award Date	Contract Amount	Date Completed
	Agency/Owner Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Contact Email	Project Title & Scope			
2.	Agency/Owner			Award Date	Contract Amount	Date Completed
	Agency/Owner Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Contact Email	Project Title & Scope			
3.	Agency/Owner			Award Date	Contract Amount	Date Completed
	Agency/Owner Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Contact Email	Project Title & Scope			
Completed By:				Phone Number: Email: Date:		

Division 1 - General Requirements
SECTION A - Description of Work

1. Work to be Done

The work to be done under the Contract, in accordance with the Contract Documents, consists of performing, installing, furnishing and supplying all materials, equipment, labor and incidentals necessary or convenient for the construction of Project Number **SU-031819**, titled **Campus Roadways Rehabilitation Project, Revised 1** and carry out all of the duties and obligations imposed upon the Contractor by the Contract Documents.

The main features of the work shall include, but not be limited to the following:

All labor, materials, equipment and services necessary to complete the Campus Roadways Rehabilitation **Revision 1** as shown on the drawings and specifications

- Removal of existing asphalt topcoat on the entire East-West loop and the entire length of Lincoln Ave roadways (as per design documents) and disposal of all materials not to be re-used.
- Review and testing of existing base material to ensure it will provide adequate support for new topcoat.
- Removal of any existing speed bumps, and replace with new per the specifications.
- Furnish and install new 2-1/2" thick asphalt topcoat on acceptable base.
- Provide DOT approved striping of roadways.
- Repair and or replace any damaged or missing granite curbing.
- Alt. #1 - Installation of ADA parking lot at the entrance to Boundless Adventures.
- Alt. #2 - Installation of cobblestone curbing along the entire length of Lincoln ave.

2. Work Not Included:

Work not included in the work of the Contract are those items marked "N.I.C"; except those specifically specified or indicated on the Drawings; and items marked "by others".

SECTION B – Alternates

1. General

- a. Refer to Proposal Form. State thereon the amount to be added to or deducted from the Total Bid for the Alternates described herein.
- b. Extent and details of the Alternates are indicated on the Drawings, and described in the Specifications.
- c. Where reference is made in the description of the Alternate to products, materials, or workmanship, the specification requirements applicable to similar products, materials or workmanship in the Total Bid shall govern the products, materials, and workmanship of the Alternate as if these specification requirements were included in full in the description of the Alternates.

2. Alternates

- See attached Bid Sheet, 5-Division 1 General Requirements – **SU-031819** and drawing RE-1 &

RE-2, revision date 5/22/2019.

- Purchase College requires bidders to submit bid.

SECTION C - Special Conditions

1. Cutting and Patching

- The Contractor shall do all cutting, fitting, and patching of its work that may be required to make its several parts come together properly and fitted as shown upon or reasonably implied from the Drawings and Specifications for the completed project.
- Any cost caused by defective or ill-timed work shall be borne by the Contractor. Except as otherwise expressly provided in the Contract Documents, the Contractor shall not cut or alter the work of any other Contractor or existing work without the consent of the University.
- Existing construction, finishes, equipment, wiring, etc., that is to remain and which is damaged or defaced by reason of work done under this contract shall be restored by the Contractor to a condition satisfactory to the University, or replaced with new, at no additional cost.
- Existing surfaces, materials, and work shall be prepared as necessary to receive the new installations. Such preparatory work shall be as required by the conditions and in each case shall be subject to approval by the University.
- Newly exposed work or surfaces which are presently concealed shall be made to match existing corresponding or adjoining new surfaces as directed, and the materials and methods to be employed shall be subject to approval by the University.
- All new, altered, or restored work in the scope shall match existing corresponding work in the material, construction finish, etc., unless otherwise specified or required by the drawings.

2. Clean-Up

- Periodic Cleaning:** The Contractor shall at all times during the progress of the work keep the Site free from accumulation of waste matter or rubbish and shall confine its apparatus, materials and operations of its workmen to limits prescribed by law or by the Contract Limit Lines, except as the latter may be extended with the approval of the University. Cleaning of the structure(s), once enclosed, must be performed daily and removal of waste matter or rubbish must be performed at least once a week.
- Final Clean Up:** Upon completion of the work covered by the Contract, the Contractor shall leave the completed project ready for use without the need of further cleaning of any kind and with all work in new condition and perfect order. In addition, upon completion of all work, the Contractor shall remove from the vicinity of the work and from the property owned or occupied by the State of New York, the State University of New York or the University, all plant, buildings, rubbish, unused materials, concrete forms and other materials belonging to it or used under its direction during construction or impairing the use or appearance of the property and shall restore such areas affected by the work to their original condition, and, in the event of its failure to do so, the same shall be removed by the University at the expense of the Contractor, and it and its surety shall be liable therefor.

3. Temporary Access and Parking

See supplemental Special Conditions for Construction.

4. Field Meetings

Periodic job meetings will be scheduled by the Consultant and the University during the course of construction. The Contractor, and, upon request of the Consultant and the University, its principal subcontractors and manufacturer's representatives, shall attend such meetings and be prepared to furnish answers to questions on progress, workmanship, or any other subject on which the Consultant and the University might reasonably require information.

5. Operating Instructions and Manuals (if applicable)

The Contractor shall furnish three (3) complete sets of operating instructions and manuals which shall include definite and specific instructions on all mechanical and electrical systems involved in the Project. Said instructions and manuals should set forth: (1) the manner of operation; (2) the necessary precautions and care to be followed; (3) periodic prevention maintenance requirements; and (4) a complete set of spare parts lists, catalogs, service manuals and manufacturing data on said systems. Said instructions and manuals are to be made available by the Contractor for review and comment by the University a minimum of six (6) weeks prior to the scheduled completion of the Project.

6. Utility Shutdowns and Cut Overs (if applicable)

- a. Except as otherwise expressly provided in the Contract Documents, the Contractor shall be responsible for submitting to the University, for its approval, a proposed schedule of all utility shutdowns and Cut overs of all types which will be required to complete the Project; said schedule should contain a minimum of two (2) week's advance notice prior to the time of the proposed shutdown and cut over. Most campuses of the State University of New York are in full operation 12 months of the year, and shutdowns and Cut overs, depending upon their type, generally must be scheduled on weekends, at night, or during holiday periods. The contract consideration is deemed to include all necessary overtime and all premium time, if any, that is required by the Contractor to complete the shutdowns or Cut overs.
- b. Temporary Connections: In the event the Contractor shall disrupt any existing services, the Contractor shall immediately make temporary connection to place such service back into operation and maintain the temporary connection until the Contractor makes the permanent connection. All work must be acceptable to the University.

7. Temporary Power for Construction Activities (if applicable)

Electrical energy will be available at no cost to the Contractor from existing outlets or panels from locations approved by the College. This power may be used for small power tools (not exceeding 1/2 HP), etc., and the Contractor shall not exceed the capacity of the existing circuits being used. The Contractor shall be responsible for providing all necessary connections, cables, etc. and removal of the same at completion of construction with approval from the University. The Contractor shall in no way modify the existing circuits at the panel boards to increase capacities of the circuits. If the required power load exceeds the capacities of the available power sources, the Contractor shall be responsible and pay for furnishing and installing all necessary temporary power poles, cables, fused disconnect switches, transformers and electric meters necessary to provide a temporary power system for the project, and remove the same at completion. Install all temporary wiring and equipment and make all connections in conformity with the National Electrical Code. Make all replacements required by temporary use of the permanent wiring system. Provide ground fault protection.

8. Sanitary Facilities

The Contractor will be permitted to use existing toilet and janitor closet facilities as designated by the

College provided the existing facilities are not misused, defaced, or left in an unsanitary condition. If the University deems that the existing facilities have been subject to misuse or left unsanitary, the Contractor shall be informed and caused to install and maintain (at its own cost) temporary, sanitary facilities at approved locations. The Contractor shall also be held responsible for the cost of cleaning and repair of any damage to said existing facilities and adherence to health and sanitary codes of the State of New York.

9. Temporary Heat (if applicable)

- a. In those locations where it is required by the conditions of the work, the Contractor shall provide and pay for all temporary heating, coverings and enclosures necessary to properly protect all work and materials against damage by dampness and cold, dry out the work, and facilitate the completion thereof. Fuel, equipment, materials, operating personnel and the methods used therefor shall be at all times satisfactory to the University and adequate for the purpose intended. The Contractor shall maintain the critical installation temperatures, provided in the technical provisions of the specifications hereof, for all work in those areas where the same is being performed.
- b. Maintenance of proper heating, ventilation and adequate drying out of the work is the responsibility of the Contractor. Any work damaged by dampness, insufficient or abnormal heating shall be replaced to the satisfaction of the University by and at the sole cost and expense of the Contractor.
- c. The Contractor shall provide all necessary, temporary heating for the efficient and effective work by itself and all trades engaged in the work. Unless otherwise specified, the minimum temperature shall be 50 degrees F at all places where work is actually being performed within the project (where enclosed). Before and during the placing of wood finish and the application of other interior finishing, varnishing, painting, etc., and until final acceptance by the University of all work covered by the Contract, the Contractor shall, unless otherwise specified in the Contract Documents, provide sufficient heat to produce a temperature of not less than 68 degrees F nor more than 78 degrees F.

10. Temporary Light (if applicable)

The contractor shall install, maintain and remove Underwriter's Label temporary lighting sockets, light bulbs, and intermittent power sockets as approved by the University. The minimum temporary lighting to be provided is at the rate of 1/4 watt per square foot and be maintained for 24 hours, 7 days per week at stairs and exit corridors; in all other spaces, temporary lighting is to be maintained during working hours. Installation shall be in accordance with the National Electric Code.

11. Temporary Water for Construction Purposes (if applicable)

Water for construction is available through the campus system without charge to the Contractor from location designated by the College. The Contractor shall obtain the necessary permission, make all connections, as required, furnish and install all pipes and fittings, and remove the same at completion of work. The Contractor must provide for waste water discharge and shall take due care to prevent damage to existing structures or site and the waste of water. All pipes and fittings must be maintained in perfect condition at all times.

12. Conducting Work

- a. All work is to be conducted in such a manner as to cause a minimum degree of interference with the College's operation and academic schedule.
- b. Safe and direct entrance to and exiting from the existing buildings shall be maintained at all times during regular hours while construction is in progress.

- c. No construction work will start in any area until the Contractor has all the required materials on-site.
- d. The Contractor and its employees shall comply with College regulations governing conduct, access to the premises, and operation of equipment.
- e. The building or job site shall not be left "open" overnight or during any period of inclement weather. Temporary weather tight closures shall be provided for/by the Contractor to protect the structure and its contents.

13. Safety and Protective Facilities

- a. The Contractor shall provide the necessary safeguards to prevent accidents, to avoid all necessary hazards and protect the public, the Staff, students, the work and property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.
- b. The Contractor shall erect, maintain and remove appropriate barriers or other devices, including mechanical ventilation systems, as required by the conditions of the work for the protection of users of the project area, the protection of the work being done, or the containment of dust and debris. All such barriers or devices shall be provided in conformance with all applicable codes, laws and regulations, including OSHA and National Fire Prevention Association 241, for safeguarding of structures during construction.

14. Protection of Existing Structures, Vegetation and Utilities

The Contractor, during the course of its work, shall not damage any buildings, structures and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, drains and electric power and lighting and telephone cables, lawns, curbs, plants and other improvements. Any damage resulting from the Contractor's operations shall be repaired or replaced at its expense.

15. Abbreviations and References

The following abbreviations may be used in these Specifications:

N.A.	Not Applicable
N.I.C	Not in Contract.
Fed. Spec. or F.S.	Federal Specifications
SUCF	State University Construction Fund
University or SUNY	State University of New York
College	A Campus of the State University of New York

16. Use of Elevators (if applicable)

The Contractor shall be permitted to make temporary use of elevators designated by the University and provided such use does not interfere with the normal activities of the College. Large and heavy items shall not be placed in elevators, and suitable padding shall be provided whenever a cab is used for construction purposes. Elevator pits shall be kept free of debris and dust by frequent cleaning out. The elevators shall be restored to original condition satisfactory to the University at the end of construction activities. Use of the top of the elevator may be permitted after obtaining approval of the University.

17. Salvage of Materials

Remove and legally dispose of all debris and other materials resulting from the alterations to State

University property. The following items shall remain the property of the University and shall be stored at the site as directed by the University:

Any granite curbing

18. Storage of Materials

- a. The Contractor shall store materials and equipment within the contract limits in areas on the site as designated by the University.
- b. All materials shall be stored in a neat and orderly manner, and shall be protected against the weather by raised floored weatherproof temporary storage facility or trailer.
- c. Security for stored materials shall be the responsibility of the Contractor.
- d. Storage of materials is not permitted on the roof of any building.

19. Shop Drawings and Samples - (Refer to Section 2.19 of the Agreement)

- a. The Contractor shall submit to the University for its approval five (5) sets of prints of all shop drawings required by the specifications. Those marked:

"REJECTED" are not in accordance with the Contract Documents and shall be resubmitted.

"REVISE AND RESUBMIT" Contractor shall correct and resubmit.

"MAKE CORRECTIONS NOTED": The contractor shall comply with corrections and may proceed.
Resubmittal is not required.

"APPROVED - NO EXCEPTIONS TAKEN": The contractor may proceed.

- b. All shop drawings and/or submittals used on the construction site must bear the impression of the consultant's review stamp as well as the General Contractor's review stamp, indicating the status of review and the date of review.
- c. All shop drawings shall reflect actual site conditions and accurate field dimensions. Dimensioned shop drawings shall be submitted for all fabricated items. Incomplete submittals will be rejected without review.
- d. All shop drawings, submittals and samples shall include:
 - 1). Date and revision dates.
 - 2). Project title and number.
 - 3). Names of:
 - a). Contractor
 - b). Subcontractor
 - c). Supplier
 - d). Manufacturer
 - 4). Identification of products or materials: Include Department of State (DOS) file number, manufacturers' name and market name of all covered products and applicable materials in accordance with Part 1120 of the Code. This information may be obtained by contacting the DOS, Office of Fire Prevention and Control: 518

20. U.S. Steel

All structural steel, reinforcing steel, or other major steel items to be incorporated in the work shall, if this Contract is in excess of \$100,000, be produced or made in whole or substantial part in the United States, its territories or possessions.

21. Non-Asbestos Products

- a. All materials specified herein shall contain no asbestos.
- b. Provide "Contains No Asbestos" permanent labels applied to the exterior jacket of all pipe insulation at 20 foot intervals with a minimum of one (1) label for each service in each work area.

22. Material Safety Data Sheet

The contractor shall submit MSDS (Material Safety Data Sheet) for all chemicals, solvents, and materials specified or proposed to be used on this project.

23. Architect's/Engineer's Seal (if applicable)

In accordance with Rules and Regulations of the New York State Education Law, Title 8, Part 69.5(b), to all plans, specifications and reports to which the seal of an architect has been applied, there shall also be applied a stamp with appropriate wording warning that it is a violation of the law for any person, unless acting under the direction of a licensed architect, to alter an item in any way. If an item bearing the seal of an architect is altered, the altering architect shall affix to his item the seal and the notation "altered by" followed by his signature and the date of such alteration, and a specific description of the alteration.

24. Construction Permit (if applicable)

The Code Compliance Manager for the State University Campus will, as required by law, issue a Construction Permit for this Project. The project is not subject to any local building code or permit requirements, except for work that the Contractor is to perform on property located outside of the boundaries of the campuses of the State University of New York.

25. Other Contracts

There may be other contracts let for work to be done in adjacent areas and, as such, this Contractor and such other contractors shall coordinate their work to conform with progressive operation of all the work covered by such contracts, and afford each other reasonable opportunities for the introduction and storage of their supplies, materials, equipment, and the execution of their work.

26. Asbestos

If the work to be done under this contract contains the abatement of asbestos the following shall apply:

- a. Applicable Regulations - All work to be done under this Contract shall be in compliance with Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (cited as 12 NYCRR Part 56) as amended effective November 9, 1994.
- b. Applicable Variance - The abatement contractor is responsible for obtaining any variance not issued to date that he feels may be applicable to the policies/procedures

as set forth in 12 NYCRR Part 56.

- c. Owner Project Fact Sheet -The Contractor shall complete and submit as much information as possible on the Asbestos Material Fact Sheet to the University in triplicate prior to the project startup. Completion of the Fact Sheet shall be submitted prior to acceptance.
- d. Patent Infringement - The State University of New York and the State University Construction Fund have been given notice by a law firm representing GPAC, Inc. that the use of its process/procedure for asbestos containment and removal constitutes a patent infringement. All potential contractors are hereby notified that they may have to obtain a license to use certain patented Negative Air Containment systems, and that any liability of the University in connection therewith is covered by Section 2.21 of the Agreement. Therefore, all potential contractors are hereby notified that after opening of the bids they must advise the University as to the system they intend to use for Negative Air Containment and provide the University with either a copy of their license to use the same or written documentation, signed by an authorized officer of their surety, that their performance bond guarantees the Contractor's indemnification covering patent claims.
- e. Air Monitoring - The abatement contractor shall be responsible for hiring and paying an independent third party firm to perform the requirements of air monitoring as called for in Subpart 56-17 of 12 NYCRR Part 56.
- f. Testing - The University and Campus reserve the right to employ an independent testing laboratory to perform testing on the work and air sampling. The Contractor shall be required to cooperate with the testing laboratory.
- g. Disposal Procedures - It is the responsibility of the asbestos contractor to determine current waste handling, transportation and disposal regulations for the work site and for each waste disposal landfill. The asbestos contractor must comply fully with these regulations, all appropriate U.S. Department of Transportation, EPA and Federal, State and local entities' regulations, and all other then current legal requirements. Submit originals or copies of all pertinent manifests in triplicate to the University.
- h. Submittals - Prior to commencement of the work on this project, the Contractor must submit the following to the University:
 - 1). Copy of original insurance policy.
 - 2). Copy of Department of Labor notification.
 - 3). Owner Fact Sheet.
 - 4). Copy of EPA notification.
- i. Special Requirements -.
 - 1) Size, location, and quantities of all pipes, joints, ducts, valves, tees, etc. must be field verified by all prospective bidders. Information given on the drawings and specifications is for general orientation and information only.
 - 2) The Contractor shall have at least one English-speaking supervisor on the job site at all times while the project is in progress.

- 3) Prior to the commencement of work involving asbestos demolition, removal, renovation, the Contractor must submit to the University the name of its on-site asbestos supervisor responsible for such operations, together with documentation that such supervisor has completed an Environmental Protection Agency-approved training course for asbestos supervisors.

27. Wage Rates and Supplements

The rates of wages and supplements determined by the Industrial Commissioner of the State of New York as Prevailing in the locality of the site at which the work will be performed can be found at:

<https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1475517>

The Prevailing Wage Case Number (PRC#) assigned to this project is: 2019003299

Special Conditions for Construction

Part 1 – Use of Premise

1.1 General

- A. Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. *For purposes of this provision, "site" shall include all existing structures.*
- B. The Building in which the Work is to be performed is currently occupied by residential areas, offices and/or classrooms. Each Contractor shall have limited use of premises for construction operations, including use of Project site, during the construction period. Each Contractor's use of premises is limited only as outlined in this section and/or any other section of the specifications, or at the College's discretion, to perform work or to retain other contractors on portions of Project.
- C. Coordination with Other Contractors:
 - 1). The Contractor will need to have their portion of the Work coordinated with other Contractors working on the site so that their work conforms to the progressive operation of all the work covered under other contracts that the College has let on this site.
 - 2). Each Contractor shall afford other Contractors reasonable opportunities for the introduction and storage of their supplies, materials, equipment, and execution of their work.
 - 3). If the Contractor or such other contractors contend that their work of the progress thereof is being interfered with by the acts or omissions of the others or that there is a failure to coordinate or properly arrange the sequence of the work on the part of the Contractor or such other contractors, they shall, within five (5) working days of the commencement of such interference or failure of coordination or failure to perform work in proper sequence, give written notification to the College of such contention. Upon receipt of such notification or on its own initiative, the College shall investigate the situation and issue such instructions to the Contractor or such other contractors with respect thereto as it may deem proper. The College shall determine the rights of the Contractor and of such other contractors and the sequence of work necessary to expedite the completion of the work covered by said other contracts.
- D. All work is to be conducted in such a manner as to cause a minimum degree of interference with the College's operations and academic schedule. Contractor is to coordinate their work with the College's classroom schedule.
- E. The Contractor and its employees shall comply with all College regulations governing conduct, access to the premises, and operation of equipment.
- F. Maintain all paths of egress and keep clear of all materials and debris.
- G. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, and other adjacent occupied or used facilities without written permission from College.
- H. Should it become necessary, in the judgment of the College, at any time during the course of the Work to move materials which are stored on the site and equipment which has been temporarily placed thereon, the Contractor upon request of the College shall move them or cause them to be moved at its sole cost and expense; provided, however, if materials and equipment that have been stored or placed by the Contractor at a location on the site expressly approved, in writing, by the College and the same are moved or caused to be moved by the Contractor at the College's request, such removal shall be deemed extra work and the Contractor shall be compensated.

1.2 Campus Regulations

- A. The contractor and his/her employees, subcontractors, etc., will not fraternize with any building or campus occupants. This includes but is not limited to students, faculty, and employees of the State other than those designated, visitors and guests. At no time will it be appropriate to say anything derogatory to the above referenced individuals. Harassment, verbal or otherwise, of the above referenced individuals will **not** be tolerated. If an incident arises, the Contractor will be directed to **permanently remove** the employee from the site.

- B. No drugs are permitted on campus.
- C. No smoking is permitted on campus..
- D. The contractor, employees and sub-contractors are required to stay within the construction boundary lines at all times.
- E. The contractor, employees, and sub-contractors must recognize the fact that this is an institute for learning. Flexibility will be required during certain times of the academic year.

1.3 Use of Permanent Utilities

- A. As the building is still under construction, when each permanent utility is operational, it may be used for construction purposes, if acceptable, in writing, by the College. The written request for permission for use of the system from the College shall include, as a minimum, the conditions and reasons for use and provisions for and effect on equipment warranties. In the event that the College accepts the Contractors use of the permanent utility for the balance of the Work, the Contractor shall be fully responsible for it, and shall pay all costs for operation, power, restoration and maintenance of same.
- B. If the existing facilities are not adequate for the Contractor, locate temporary facilities where they will serve Project adequately and result in minimum interference with performance of the Work and disruption to the College. Any temporary facilities location is to be reviewed and approved by College's Representative.

1.4 Storage and Staging of Materials

- A. The following shall apply to this project
 - 1). The Contractor shall store materials and equipment within areas designated by the College.
 - 2). Security for stored equipment and materials shall be the responsibility of the Contractor.
 - 3). No vehicles will be permitted on the Plaza. Any and all materials and/or equipment brought or stored on the Plaza shall not exceed the maximum weight limit of 150 psf.
 - 4). Access to the construction site for delivery of materials and equipment is limited. Temporary parking for the loading and unloading of the same shall be arranged only with prior approval of the College.
 - 5). The Contractor shall at all times keep access routes, and parking and staging areas clean of debris and other obstructions resulting from the work.

1.5 Temporary Power for Construction Activities

- A. Electrical energy, as it exists within the work area, will be available at **no** cost to the Contractor from existing outlets or panels from locations approved by the College. As this site is still under construction, if electrical power is not available in the area of work, it is the Contractor's responsibility to provide necessary power to perform the Work. Typically available power may be used for small power tools (not exceeding ½ HP).

1.6 Temporary Lighting / Heating & Cooling / Water

- A. Electrical lighting, as it exists within the work area, is available to the contractor at **no** cost. As this site is still under construction, if electrical lighting is not available in the area of work, it is the Contractor's responsibility to provide necessary temporary equipment to perform the Work at its cost.

1.7 Temporary Sanitary Facilities

- A. Toilet, Water, and Drinking Water Facilities: The Contractor shall make arrangements with the College for use of the existing toilet, water, and drinking water facilities. It is the Contractor's responsibility to maintain the facility during the construction and restore to original state upon completion of the project.

1.8 Temporary Parking

A. Contractor is to abide to the following:

- 1). The Contractor and its employees shall be subject to all the rules and regulations of the College, including parking regulations. The College is regulated by New York State Vehicle and Traffic Laws.
- 2). The Contractor and its employees shall only park in the designated areas in Lot #W-2. There shall be no parking in other areas of the campus (unless prior written authorization is provided by the College Chief of Police).
- 3). Parking violations are subject to fines and are the sole responsibility of the Contractor or its employees. Vehicles that are parked illegally may be towed at the expense of the owner/driver.
- 4). All vehicles are required at all times to register with the College's Public Safety Unit.
- 5). There is \$35.00 fee for parking permits. The fee is per vehicle and permits need to be display whenever the vehicle is parked on campus.

1.9 Temporary Support Facilities

- A. Construction Aids: Provide all items, such as lifting devices, all scaffolding, staging, platforms, runways, ladders; and all temporary flooring, as required by the various trades for the proper execution of the Work. Provide such construction aids with proper guys, bracing, guards, railings and other safety devices as required by the governing authorities and OSHA.
- B. Elevator and Loading Dock Usage: The Contractor shall make all arrangements with the College's Representative for the use of elevators as required for transporting material and workmen to the work areas and for the disposal of rubbish and waste materials.

1.10 Safety and Protection of Facilities

- A. The Contractor shall provide the necessary safeguards to prevent accidents, to avoid all necessary hazards and protect the public, the Faculty and Staff, students, the work, and the property at all times, including Saturdays, Sundays, holidays, and other times when no work is being done. The Contractor shall submit a safety plan which shall be certified by a Certified Safety Professional from the Board of Certified Safety Professionals (www.bcspp.org).
- B. The Contractor shall erect, maintain and remove appropriate barriers or other devices, including mechanical ventilation systems, as required by the conditions of the work for the protection of the users of the project area, adjoining areas, the protection of the work being done, or the containment of dust and debris. All such barriers or devices shall be provided in conformance with all applicable codes, laws and regulations, including OSHA and National Fire Prevention Association 241, for safeguarding of structures during construction.
- C. Fire safety during construction:
- 1). The Contractor shall provide all temporary equipment, labor and materials required for compliance with the applicable provisions of Chapter 14, Fire Safety during Construction and Demolition, of the Fire Code of New York State.
 - 2). For areas and spaces under their control, the Contractor shall comply with Chapter 14 of the Fire Code of New York State, titled "Fire Safety during Construction and Demolition". Subject to approval by the College's Consultant and the College, the Contractor shall designate one person as the **fire prevention program superintendent**. This superintendent shall be responsible for the fire prevention program required by Section 1408 of the Fire Code of New York State and implementing the minimum safeguards for construction, alteration, and demolition operations that provide reasonable safety to life and property from fire during the Contractor's operations. Responsibilities also include developing and maintaining pre-fire plans per 1408.2, the training of the Contractor's workforce per 1408.3, maintenance of the fire protection equipment per 1408.4, supervising hot work operations per 1408.5, and implementing temporary impairment to existing fire protection systems per 1408.6 & 1408.7. This superintendent shall also provide periodic written reports at the field meetings and respond to questions raised concerning compliance with Chapter 14 of the Fire Code of New York State.

D. Contractor shall comply with Labor Law Section 220-h; provide workers certified as having successfully completed the OSHA 10-hour construction safety and health course; and comply with applicable NYS DOL rules and regulations for monitoring and reporting compliance.

E. Temporary Fire Protection:

- 1). If the existing building is to be partially occupied during the course of the project, all existing exits and fire protection systems shall be continuously maintained in the occupied spaces/phases, or other measures must be taken which in the opinion of the College's Consultant and/or College will provide equal safety. Those portions occupied by the College must be available for their use 24hours a day, seven days a week during the contract period unless otherwise scheduled in these documents. Comply with all applicable State and Federal codes and regulations. The cost of all labor, fire watches, variances, materials, installations, maintenance and removal of such temporary fire protection systems or modifications to the existing systems are the responsibility of the Contractor.

F. Fire Watch Requirements:

- 1). If any of the work of the Contractor;
 - a) Disables any fire suppression systems, standpipes systems, fire alarm systems, fire detection systems, smoke control systems and/or smoke vents as defined in Chapter 9 of the Fire Code of New York State (FCNYS).
 - b) Involves welding, cutting, open torches and other hot work as defined in Chapter 26 of the FCNYS and/or involves demolition activities that are hazardous in nature as defined in Chapter 14 of the FCNYS.

Then the Contractor shall provide a fire watch or perform the work during the hours where the building is scheduled by the College to be closed, in accordance with Section 901.7 of the FCNYS, for structures that have campus occupancy.

- 2). If a fire watch is required, the Contractor shall provide all labor that is required. The Contractor shall:
 - a) Contact the New York State Department of State Office of Fire Prevention and Control (OFPC) at 41 State Street, Albany, NY 12231-0001, Phone: (518) 474-6746, Fax: (518) 474-3240, e-mail: fire@dos.state.ny.us and obtain its currently amended recommendation for fire watch procedures. Review the OFPC recommendations and notify the College's Consultant and/or College Representative if there are significant discrepancies with the requirements of this section.
 - b) Review the fire watch procedures with the College's alarm monitoring staff (University Police – 914-251-6900) and the fire department prior to disabling a fire protection system. Submit a plan for the fire watch for approval by the College's Consultant and/or College Representative, and schedule a pre-system shutdown meeting with the College's Consultant and/or College Representative.
 - c) Employ, instruct and maintain competent fire watch personnel. Provide the sufficient number of dedicated personnel that are required to patrol all portions of the means of egress system in the facility in the period of time required.
 - d) Notify University Police (UPD) prior to and at the conclusion of the fire watch.
 - e) Employ competent personnel to fix the fire protection system (see section 1.11 below).
- 3). Fire Watch Duties: Personnel serving as a fire watch have the following duties:
 - a) Conduct periodic patrols of the entire facility as specified below.
 - b) Identify any fire, life or property hazards.
 - c) Notify the UPD if a fire is discovered by call (914-251-6911), with the exact address and type of emergency.
 - d) Notify occupants of the facility of the need to evacuate. If sirens or public address function of the alarm system are still functional, use them to assist with evacuation of the building.
 - e) Have access to at least one means of direct communication with UPD. A cell phone is acceptable.
 - f) Maintain a written log of fire watch activities.

- g) Have knowledge of the location and use of fire protection equipment, such as fire extinguishers. (Note: The fire watch will not perform fire-fighting duties beyond the scope of the ordinary citizen).
 - h) Perform no other duties that are not directly part of the fire watch duties.
- 4). Frequency of Inspections: Fire watch personnel should patrol the entire facility patrol every 30 minutes except in the following situations, where patrols shall be every 15 minutes:
 - a) The facility has people sleeping.
- 5). Record Keeping: A fire watch log should be maintained at the facility. The log should show the following:
 - a) Address of the facility.
 - b) Times that the patrol has completed each tour of the facility.
 - c) Name of the person(s) conducting the fire watch.
 - d) Records of communication(s) to the University Police.
 - e) Record of other information directed by the College's Consultant and/of the College Representative.

1.11 Modifications / Alterations to Campus Existing Fire Alarm Systems

- A. The Campus standard for its fire alarm is the Edwards Fire Alarm System. Any contractor working on the Campus fire alarm system must be a licensed fire alarm installer. Any contractor working on adding to or modifying the existing fire alarm system's programming, must be certified to work on an Edwards Fire Alarm System and provide proof of that certification.
- B. A Pre-Fire Alarm construction meeting will be required between the Contractor, their fire alarm sub-contractors, and the College's Representative prior to any fire alarm work occurring.
- C. Contractor shall coordinate all modifications and/or alternations to the existing building's fire alarm systems with the College's Representative. If the work shall affect the existing fire alarm system in adjoining areas, the contractor must submit, in writing, their plan to protect and maintain the systems in the adjoining spaces, to the College's Representative for the College's review and approval, at least 72 hours in advance.
- D. Where demolition and dust may impact existing fire alarm smoke heads, the contractor shall protect these heads prior to beginning any work and follow the College's protocol listed below. If smoke heads are protected during the day, while work is occurring, the Contractor must uncover these heads at the end of each work day before leaving the site. The area protected by covered smoke heads must be continuously monitored while the heads are covered. The fire alarm systems must be operational at all times during construction. In the event that there is a need to shut down the system, the Contractor must notify the College in writing at least 72 hours in advance and provide a Fire Watch for all of the areas affected by the shutdown during the times the systems are non-operational.
- E. Where work will impact the existing fire alarm system, the contractor's site supervisor must follow the following protocol:
 - 1) Contractor Supervisor to contact the College's University Police (251-6900) prior to beginning work for the day and let them know where work is occurring and which smoke heads are being covered or device made inoperable.
 - 2) Cover smoke heads and make scheduled devices inoperable. Call University Police once heads are covered.
 - 3) Contractor to perform scheduled work. The area must be continuously monitored while the smoke heads are covered.
 - 4) At the end of the work day, Contractor Supervisor to College's University Police and let them know smoke head covers are being removed. It's strongly recommended that Contractor let's day's dust settle and clean around the devices prior to removing protective covers to avoid unintended activation.

Part 2 – Party Responsibilities

2.1 Information and Services Required of the College

- A. Furnished Information: College shall furnish (if available) surveys, existing plans, or other required information describing physical characteristics, legal limitation and utility locations for the site of the Project, and a legal description of the site. These documents are for information purposes only. They are to be field verified by the Contractor for accuracy. The College will not be responsible if actual conditions vary from what is indicated on the documents. Plans will be released to awarded Bidder in PDF electronic format.
- B. College's Right to Stop the Work: If Contractor fails to correct Work which is not in accordance with the requirements outlined, or fails to carry out Work in accordance with the Contract Documents, the College, by written order signed personally or by an agent specifically so empowered by the College in writing, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the College to stop the Work shall not give rise to a duty on the part of the College to exercise this right for the benefit of Contractor or any other person or entity.
- C. College's Right to Carry Out the Work: If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) business-day period after receipt of written notice from College to commence and continue correction of such default or neglect with diligence and promptness, College may, without prejudice to other remedies College may have, correct such deficiencies. *College may offset* from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation for Consultant's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the College.

2.2 Information and Services Required of the Contractor

- A. Review of Contract Documents: Contractor shall carefully study and compare the Contract Documents with each other and with the information furnished by the College, and shall at once report to the College Representative errors, inconsistencies or omissions discovered.
- B. Review of Field Conditions: Contractor shall, *sufficiently in advance of undertaking the Work*, take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents. Errors, inconsistencies or omissions discovered shall be reported to the College Representative at once. *If Contractor performs any construction activity which involves an error, inconsistency or omission which Contractor knew of or should reasonably have known of, without notice to College, Contractor shall assume responsibility for such performance and shall bear all costs of correction.*
- C. Construction Schedule: Contractor, promptly after being awarded the Contract, shall prepare and submit for College Representative, a Contractor's construction schedule for the Work.

Project Schedule shall include the following:

- 1). Contractor's work plan and/or schedule shall be sufficiently detailed to show clearly, in sequence, all salient features of the work of each trade including: the anticipated time of commencement and completion of such work and the interrelationship between such work, submission of Shop Drawings and Samples for approval, approval of Shop Drawings and Samples, placing of orders of materials, fabrication and delivery of materials, installation and testing of materials, contiguous or related work under other contracts, and other items pertinent to the work. The Notice to Proceed may be withheld until this schedule is received and is deemed responsive to the project requirements.
- 2). The proposed working plan and schedule shall be revised by the Contractor until they are satisfactory to the College and the Consultant, and the same shall be periodically updated bi-weekly thereafter. Whether or not the Consultant and the College have accepted the Project Schedule, submit the Project Schedule to the College and the Consultant for acceptance at such time or times as the College or the Consultant may request.
- 3). The proposed working plan and schedule, including any revision or revisions thereof, when accepted by both the College and the Consultant will become the Schedule of Record (SOR). The SOR, as the same may be revised as stated above by the Contractor and accepted by the College and the Consultant, shall be strictly adhered to by the Contractor.

Milestone Dates & Summary Activities (example)

- 1) Notice to Proceed (Milestone Date)
- 2) Mobilization
- 3) Site Preparation & Foundations
- 5) Natural Gas Piping Installation
- 6) Natural Gas Main Tapping
- 7) Regulator Station Installation
- 8) Gas Pipe Testing
- 9) Backfill
- 10) Restoration
- 11) Substantial Completion (Milestone Date)
- 12) Start of Guarantee Period
- 13) Contract Completion Date (if different from above)
- 14) Final Completion - All punch list/outstanding items satisfied (Milestone Date)

D. Supervision:

- 1). Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over *construction means*, methods, techniques, sequences and procedures *including safety programs and procedures*, and for coordinating all portions of the Work under the Contract.
- 2). Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Contract. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3). Contractor shall be responsible for inspection of related portions of Work already performed, *as well as existing conditions*, to determine that such are in proper condition to receive subsequent Work.

E. Contractor shall be responsible to College for acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and other *persons or entities directly or indirectly employed by them* performing portions of the Work under a contract with Contractor

F. Cutting and Patchwork:

- 1). Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
- 2). Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying or load-deflection ratio.
- 3). Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety (i.e., mechanical systems, plumbing, fire alarm, etc.).
- 4). Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
- 5). Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
- 6). Dispose of demolished items and materials promptly.
- 7). Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
- 8). Existing utilities services to the College must be maintained at all times. If the Contractor is required to affect these services in order to complete the Work, Contractor must obtain written permission from the College prior to this work (also see Special Requirements Section). Any damage or disruption of services shall need to be repaired immediately and at the Contractor's expense.

G. Hot Work Permits:

- 1) If the work requires any Hot Work (including cutting, welding, Thermit welding, brazing, soldering (except soldering electronics or electrical components with an electric soldering iron or gun), grinding, thermal spraying, thawing pipe, installation of torch-applied roof systems or any other similar situation), the

Contractor shall be required to obtain a Hot Work Permit issued by the College. The Contractor shall request this through the College Representative, and be given a copy of the College's "Hot Work Guidelines and Permit Process" and the permit forms to be filled out. The Contractor must request, submit, and be given a permit before any Hot Work begins.

H. Cleaning Up:

- 1). Contractor shall *at all times* keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work Contractor shall remove from and about Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials.
- 2). If Contractor fails to clean up as provided in the Contract Documents, College may do so and the cost thereof shall be charged to Contractor.
- 3). If a dispute arises among Contractor, separate contractors and College as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described above, College may clean up and allocate the cost among those responsible

I. Access to Work: Contractor shall provide College access to *all portions of* the Work in preparation and progress wherever located.

J. Contractor's Coordination with the Utility Companies:

- 1). The Contractor shall coordinate and cooperate with utility companies, including scheduling the work of other trades to sequence with the work schedule required by the utility companies.
- 2). The Contractor shall pay all costs associated with the work of the utility companies for extension and connection to their services on both a temporary and permanent basis. For gas services, standard fees and special fees for the specified pressure are required.
- 3). The Contractor shall accept the form of contract proposed by the utility companies without exception.
- 4). The Contractor shall provide any riders, amendments, etc. to its own insurance policies that it deems proper to cover the work of utility companies in accordance with the agreement or to cover other liabilities that may arise from the contractor's relationship with the utility companies on this project.
- 5). The Contractor shall provide prompt payments to utility companies as required to advance their work, but accept payment for such work from the College in accordance with the Agreement.
- 6). This project includes work to be performed by the following utility companies:

NAME	Contact	Telephone number
Con Edison	Steven Bell	914-925-6157

2.3 Communications Protocol for Contract Administration

- A. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, Contractor shall communicate through the College Representative to the College. Communications by and with College's consultants shall be through College Representative. Communications by and with Subcontractors and material suppliers shall be through Contractor.

Part 3 – Construction Administration Management

3.1 Project Meetings

- A. Periodic job meetings will be scheduled by the Consultant and the University during the course of construction. The Contractor, and, upon request of the Consultant and the University, its principal subcontractors and manufacturer's representatives, shall attend such meetings and be prepared to furnish answers to questions on progress, workmanship, or any other subject on which the Consultant and the University might reasonably require information.
- 1) In addition to the requirements of the Agreement, the Contractor shall submit bi-weekly reports to the Consultant summarizing the last two weeks of work and next two weeks of work anticipated, listing the

percent of work complete by trade, tabulating manpower utilized / projected, relevant shop drawing and submittals progress, relevant offsite fabrication progress and providing other information which may be reasonably required to understand the progress of the work.

- 2) In addition to the above referenced meetings, the Contractor shall schedule and manage periodic coordination meetings at the site between it and all its trades, subcontractors, suppliers, manufacturers, etc. to settle the allotment of work per the Agreement and to review progress on submittals and shop drawing, progress on installation of the work, conflicts between work of trades, compliance with the design intent, adherence to the Contractor's schedule, quality control, planning for commissioning and training of campus personnel, and other items which require coordination and sharing of information. Representatives of the Consultant and the University may attend these meetings to observe and make comments. These meetings shall be held a minimum of once per month and more frequently where required to effectively coordinate the construction. The Contractor shall prepare and distribute summary minutes of these meetings within (5) five working days of the meeting, in accordance with the "Document Tracking and Change Control Paragraph" of this section. Distribution of the coordination meeting minutes shall be to all attendees with copies to the University and Consultant whether they are in attendance or not.
- 3) The personnel representing the Contractor and its principal subcontractors shall have the authority to make decisions directly affecting the work.
- 4) In addition to the above meetings, meet to review fire safety periodically during the work and, starting approximately (16) sixteen weeks prior to the scheduled date of substantial completion, the Contractor's principals, project manager and those of its significant subcontractors shall attend additional weekly meetings with the Owner and its consultant(s) to review the progress on preparing close out deliverables, including those in Sections Operating Instructions and Manuals, Warranties, and Training of Campus Personnel.

3.2 Requests for Information

- A. In the event that the Contractor determines that some portion of the Drawings and Project Manual for the project requires clarification or interpretation by the Consultant, the Contractor shall submit a Request for Information (RFI) in writing to the Consultant. The Contractor shall create an RFI log in a format approved by the Consultant. Submit the RFI log to the consultant prior to each periodic Field Meeting. Update the RFI log to reflect comments received at the Field Meetings. The Contractor shall define the issue that requires clarification or interpretation in clear and concise language as follows:
 - 1) The Contractor shall customize RFI forms and logs for this project and submit them to the Consultant for review and approval prior to submission of any RFIs.
 - 2) Forms should include provisions for the Consultant's response, Contractor acceptance of response or rephrasing of question, and the Consultant's additional response if requested.
 - 3) Forms should include provisions for locating the issue within the building, by room number, name and nearest columns.
 - 4) RFIs shall confirm that reasonable locations for the information required have been reviewed and document those locations by specific references to the Drawings and Project Manual on the RFI.
 - 5) The Contractor shall review the RFI for systemic or global implications, including review of other pending RFIs and work of other phases, so that the final RFI submitted represents a reasonable consolidation of similar requests.
 - 6) The Contractor shall coordinate and review the RFIs originating from its trades, subcontractors, suppliers, manufacturers, etc. for compliance with this process, including polling them and meeting with them onsite to review the issue prior to its submission as an RFI. The Consultant may attend such meetings.
 - 7) Contractor to coordinate response from Consultant with subcontractors.

- 8) The RFI shall contain a description of what the Contractor believes to be the intent of the design documents, with due regard to the Agreement, along with reasons why the RFI is required.
 - 9) RFIs shall only be submitted on the approved forms.
 - 10) RFIs that do not comply with the above requirements will be returned to the Contractor for revision and resubmission.
- B. The Consultant will review all RFIs to determine whether they are RFIs within the meaning of this term as defined above. If the Consultant determines that the document submitted is not an RFI, it will be returned to the Contractor un-reviewed as to content, for resubmission in the proper manner and it will be removed from the RFI log.
- C. The Consultant will respond to all RFIs within (10) ten business days of its receipt, unless the Consultant determines that a longer time is required for an adequate, coordinated response. If the longer response time is deemed necessary, the Consultant will notify the Contractor of that necessity and indicate when the response will be completed within (10) ten business days of its original receipt.
- D. Based on projects of similar complexity, it is anticipated that there may be up to (15) fifteen RFIs on this project and that multiple responses may be required to adequately answer each RFI.
- E. Responses to RFIs shall not change any requirements of the documents.

3.3 Notice of Non-Compliance

- A. In the event the Consultant views the work or some portion thereof and finds that it has not been performed in accordance with the requirements of the contract documents, a Notice of Non-Compliance will be issued to the Contractor for action. Payment shall not be made for any portion of the work for which a Non-Compliance Notice has been issued and the work not corrected to the satisfaction of the Consultant.
- B. Upon receipt of a Non-Compliance Notice the Contractor shall provide a written response to the Notice within ten (10) working days after receipt of the Notice. The Contractor's response shall detail either:
- 1) Why they believe that the work was performed in accordance with the contract documents, or,
 - 2) What corrective action they intend to take, at their sole expense, to correct the non-conforming work.
- C. Refer to the Agreement for Contractors contention to the decision.

3.4 Warranties

- A. Provide warranties for products, equipment, systems and installations required by other technical sections of Contract Documents for duration indicated. Warranties shall be individually listed in the project specific submittal log required by Shop Drawings and Samples.
- 1) All warranties required by Contract Documents shall commence on date of Substantial Completion shown on Page a-1 of the Agreement.
 - a). At no additional cost to the College, for products, equipment, systems and installations completed prior to the date of Substantial Completion, obtain and pay for warranty extensions that cover the additional time between the earlier date of their completion and the date of Substantial Completion.

- 2) Provide a list of all Contractor provided warranties that are specified in Divisions 1 through 48, inclusive, and list who will inspect the work covered by the warranty (if applicable), when it will be done, who witnessed it and when, results (pass/fail), follow up action, comments and other information requested by the Consultant.
 - a) Unless otherwise approved by the College, all inspections must be witnessed and signed off by the Consultant prior to acceptance of Contractor provided warranties that are specified in Divisions 1 through 48, inclusive.
 - b) The Consultant will reject a Warranty issued prior to or without the manufacturer's field inspection of the work, if required in Divisions 1 through 48, inclusive.
- 3) Unless otherwise approved by the Consultant and if required in Divisions 1 through 48, inclusive, the scheduled value of a Contractor provided warranty in the Contract Breakdown required by the Agreement shall be 5% of the amount of the work being warrantied.
- 4) Furnish and organize original warranties in a separate binder with a durable plastic cover. Organize the binder into separate sections by CSI number based on the table of contents of the project manual. Internally subdivide the binder contents with permanent page dividers, logically organized as described below, with tab titles clearly printed under reinforced laminated plastic tabs. Provide a printed Table of Contents.
 - a) Warranties shall be in the form required by the applicable technical sections of Contract Documents. Include procedures to follow and required notifications for warranty claims.
 - b) Warranty Certification: Written certification from the warrantor that the warranty is in effect and non-retractable due to any of the specified conditions. Warranties submitted without warranty certification will not be accepted.
 - c) Deliver the binder to the Consultant with the written notice of Substantial Completion required by the Agreement.
- 5). For uncompleted work delayed beyond date of Substantial Completion, provide updated binder submittal within (10) ten days after acceptance, indicating date of acceptance as start of warranty period for any work delayed beyond date of Substantial Completion.

Applications for payment after the date of Substantial Completion may not be approved until the warranty certification and warranty documents are delivered to the Consultant.

End of Special Conditions for Construction

State University of New York AGREEMENT

Contract No. _____

This Agreement made as of the _____ day of _____, 20____, for Contract Number _____ by and between STATE UNIVERSITY OF NEW YORK, a corporation organized and existing under the laws of the State of New York, with its principal office located at State University Plaza, Albany, New York 12246, on behalf of State University of New York at Purchase College located at 735 Anderson Hill Road, Purchase, New York 10577 hereinafter referred to as "University" and _____ having its principal office located at _____, hereinafter referred to as "Contractor".

Federal ID or
Social Security No. _____

The University and the Contractor agree as follows:

1. The Contractor shall (a) furnish and perform all work of every kind required, and all other things necessary to complete, in the most substantial and workmanlike manner, the construction of Project Number **SU-031819, titled Campus Roadways Rehabilitation Project revision 1**, in strict accordance with the Contract Documents; (b) complete all work necessary for substantial completion **by August 19, 2019** of contract award, or within the time to which such completion may have been extended in accordance with the Contract Documents; (c) in the event it fails to substantially complete all the work on time, the Contractor agrees to pay to the University liquidated damages in accordance with paragraph 1 of the Proposal for each calendar day of delay in substantially completing the work; and (d) do everything required by the contract; subject however to the terms, provisions and conditions listed hereinafter
2. The University shall pay and the Contractor shall accept for the performance of work of the above referenced Project, the total contract compensation of \$_____, (in figures), _____ (in word)s.

ARTICLE I

General Provisions

Section 1.01 Definitions

Where the following words and expressions are used in the Contract Documents it is understood that they have the meaning set forth as follows:

CONSULTANT	The Architect, Engineer, Landscape Architect, or Surveyor named in the Notice to Bidders or such other person or firm designated by the University to provide general administration of the Contract and inspection of the work.
BIDDING DOCUMENTS	Notices to Bidders, Information for Bidders, and Proposal
BONDS	Performance Bond and Labor and Material Bond
CONTRACT OR CONTRACT DOCUMENTS	The Agreement, Project Manual, Proposal, Bonds, Specifications, Contract Drawings, Addenda issued prior to the opening of bids and Change Orders issued after the award of the Contract.
UNIVERSITY	State University of New York
NOTICE OF AWARD	Letter of Intent
PROJECT	The facility or facilities to be constructed including all usual, appropriate and necessary attendant work shown on, described in or mentioned in the Contract.
SITE	The area within the Contract limit lines, as shown on the Drawings, and all other areas upon which the Contractor is to perform work.
WORK	The using, performing, installing, furnishing and supplying of all materials, equipment, labor and incidentals necessary or proper for or incidental to the successful completion of the Project and the carrying out of all duties and obligations imposed upon the Contractor by the Contract.
NOT IN CONTRACT, "N.I.C."	Indicates equipment furnished by the Owner and installed under another construction contract or by

another contractor, or operations at the site not included as part of this Contract.

PROVIDE, PROVIDED

Mean that the Contractor shall furnish and install all materials and labor for the item so specified.

Section 1.02 Captions

The titles or captions of Articles and Sections of the Contract are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof or of the Contract or in any way affect the Contract.

Section 1.03 Nomenclature

Materials, equipment or other work described in words which have a well-known, technical or trade meaning shall be interpreted as having such meaning in connection with the Contract.

Section 1.04 Contract Documents

- (1) This agreement
- (2) Exhibit A and A-1
- (3) Project Manual Form 7554-05
- (4) Notice to Bidders Form 7554-03
- (5) Information for Bidders Form 7554-06
- (6) Bidder's Proposal Form 7554-07)
- (7) Division 1- General Requirements Form 7554-08
- (8) Special Conditions for Construction
- (9) Bid Bond and Acknowledgement Form 7554-10
- (10) MWBE Requirements Form 7557-121b
- (11) MWBE Utilization Plan Form 7557-107
- (12) Contractor's EEO Policy Statement Form 7557-104
- (13) MWBE-EEO Work Plan Form 7557-108
- (14) SDVOB Requirements Form 7564-121b
- (15) SDVOB Utilization Plan Form 7564-107
- (16) State Finance law §§ 139-j & 139-k (lobbying Law) Forms A, B, & C
- (17) EO 177 Certification
- (18) State Finance Law § 139-l (sexual harassment in the workplace) certification
- (19) Omnibus Procurement of 1992 Forms I, II, & XIII
- (20) Labor & Materials Performance Bond Form 7554-11
- (21) Certificate of Insurance Form 7554-12
- (22) NYS Labor Law § 110-a Form 7554-13
- (23) Vendor Responsibility Questionnaire
- (24) Campus Roadways Rehabilitation Project - Bid Sheet
- (25) Technical Specifications:
 - a. Purchase College, State University of New York, Description of work, Project SU-031819
 - b. Purchase College Environmental, Health & Safety Contractor Guidelines.
- (26) List of Drawings:
 - a. RE-1 Campus Roadways Rehabilitation Project

The Contract, together with all exhibits thereto, constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Contract shall not be changed, modified, or altered in any manner except by an instrument in writing executed by the parties hereto.

Section 1.05 Successors and Assigns

To the extent allowed by the terms of "Exhibit A", the Contract shall bind the successors, assigns and representatives of the parties hereto. The University reserves the right to have the State University Construction Fund (Fund) act on its behalf at any time or duration of this Agreement. Such designation of the Fund to act on the behalf of the University shall be in writing and addressed to the Contractor and signed by the University.

Section 1.06 Accuracy and Completeness of Contract Documents

- (1) The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include all materials, plant, equipment, tools, skill and labor of every kind necessary for the proper execution of the work and also those things which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.
- (2) The Contract Documents contemplate a finished piece of work of such character and quality as is reasonably inferable from them. The Contractor acknowledges that the contract consideration includes sufficient money allowance to make its work complete and operational and in compliance with good practice and it agrees that inadvertent minor discrepancies or omissions or the failure to show details or to repeat on any part of the Contract Documents the figures or notes given on another shall not be the cause for additional charges or claims. In case of a conflict between any part or parts of the Contract Documents with any other part or parts thereof, as contrasted with an omission or failure to show details or to repeat on any part of the Contract Documents the figures or notes given on another part thereof, the following shall be given preference, in the order hereinafter set forth, to determine what work the Contractor is required to perform: (a) Addenda (later dates to take preference over earlier dates); (b) Amendments to Agreement; (c) Agreement; (d) Specifications; (e) Schedules; (f) Large scale detail Drawings (detail drawings having a scale of 3/4" and over); (g) Large scale plan and section Drawings (plan and section drawings having a scale equal to or larger than that used for the basic floor or site plan, as the case may be); (h) Small scale detail Drawings (detail drawings having a scale of less than 3/4"); and (i) Small scale plan and section Drawings (plan and section drawings having a scale less than that used for the basic floor or site plan, as the case may be). In the event of such a conflict between or among parts of the Contract Documents that are entitled to equal preference, the more expensive way of doing the work, the better quality or greater quantity of material shall govern

unless the University otherwise directs.

Section 1.07 Organization of Contract Documents

The Specifications and Drawings are generally divided into trade sections for the purpose of ready references, but such division is arbitrary and such sections shall not be construed as the prescription by the Consultant or the University of the limits of the work of any subcontractor or as a determination of the class of labor or trade necessary for the fabrication, erection, installation or finishing of the work required. The Contractor will be permitted to allot the work of subcontractors at its own discretion regardless of the grouping of the Specifications and Drawings. It shall be the Contractor's responsibility to settle definitively with each subcontractor the portions of the work which the latter will be required to do. The University and the Consultant assume no responsibility whatever for any jurisdiction claimed by any of the trades involved in the work.

Section 1.08 Furnishing of Contract Documents

The Contractor shall be furnished, free of charge, with as many copies of the Specifications and Drawings as it may reasonably request, in the judgment of the University, within fifteen (15) working days after the Notice of Award. Any other copies of the Specifications and Drawings which the Contractor may desire can be obtained by it from the Consultant at the latter's cost of duplication thereof.

Section 1.09 Examination of Contract Documents and Site

By executing the Contract, the Contractor agrees: that it has carefully examined the Contract Documents together with the site of the proposed work as well as its surrounding territory; that it is fully informed regarding all the conditions affecting the work to be done and the labor and materials to be furnished for the completion of the Contract; and that its information has been acquired by personal investigation and research and not in the estimates and records of the University.

Section 1.10 Invalid Provisions

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

Section 1.11 No Collusion or Fraud

Reference "Exhibit A" which is attached to and made a part of this Agreement.

Section 1.12 Notices

Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally, by facsimile or registered mail of the United State Post Office and individuals indicated below:

TO THE UNIVERSITY: To the Director of Purchasing at the campus where the project is located.

and a copy to: Vice Chancellor for Capital Facilities
State University of New York
State University Plaza
Albany, New York 12246

TO THE CONTRACTOR: At the address indicated on page 1 of this Agreement
Or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

Section 1.13 Singular-Plural; Male-Female

As used in the Contract Documents, the singular of any word or designation, whenever necessary or appropriate, shall include the plural and vice versa, and the masculine gender shall include the female and neuter genders and vice versa.

ARTICLE II

Contract Administration and Conduct

Section 2.01 Consultant's Status

- (1) The Consultant, as the University's representative, shall provide general administration of the Contract and inspection of the work. The Consultant will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The Consultant's duties, services and work shall in no way supersede or dilute the Contractor's obligation to perform the work in conformance with all Contract requirements, but it is empowered by the University to act on its behalf with respect to the proper execution of the work and to give instructions when necessary to require such corrective measures as may be necessary, in its professional opinion, to insure the proper execution of the Contract or to otherwise protect the University's interest.
- (2) The Consultant shall have the authority to stop the work or to require the prompt execution thereof whenever such action may be necessary, in its professional opinion, to insure the proper execution of the Contract or to otherwise protect the interests of the University.
- (3) Except as otherwise provided in the Contract, the Consultant shall determine the amount, quality, acceptability, fitness and progress of the

work covered by the Contract and shall decide all questions of fact which may arise in relation to the interpretation of the plans and Specifications, the performance of the work and the fulfillment by the Contractor of the provisions of the Contract. The Consultant shall in the first instance be the interpreter of the provisions of the Contract and the judge of its performance and it shall use its power under the Contract to enforce its faithful performance.

Section 2.02 Finality of Decisions

- (1) Any decision or determination of the Consultant under the provisions of the Contract shall be final, conclusive and binding on the Contractor unless the Contractor shall, within ten (10) working days after such decision, make and deliver to the University a verified written statement of its contention that the decision of the Consultant is contrary to a provision of the Contract. The University shall thereupon determine the validity of the Contractor's contention. Pending decision by the University, the Contractor shall proceed in accordance with the Consultant's decision.
- (2) Wherever it is provided in the Contract Documents that an application must be made to the University and/or determination made by the University, the University's decision on such application and/or its determination under the Contract Documents shall be final, conclusive and binding upon the Contractor unless the same shall be determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith and unless the Contractor, within ten (10) working days after receiving notice of the University's decision or determination, files a written statement with the University and the Consultant that it reserves its rights in connection with the matters covered by said decision or determination.

Section 2.03 Claims and Disputes

- (1) If the Contractor claims (i) that any work it has been ordered to do is extra work or (ii) that it has performed or is going to perform extra work or (iii) that any action or omission of the University or the Consultant is contrary to the terms and provisions of the Contract, it shall:
 - a. Promptly comply with such order;
 - b. File with the University and the Consultant, within five (5) working days after being ordered to perform the work claimed by it to be extra work or within five (5) working days after commencing performance of the extra work, whichever date shall be the earlier, or within five (5) working days after the said action or omission on the part of the University or the Consultant occurred, a written notice of the basis of its claim and request a determination thereof;
 - c. File with the University and the Consultant, within thirty (30) calendar days after said alleged extra work was required to be performed or said alleged extra work was commenced, whichever date shall be the earlier, or said alleged action or omission by the University or the Consultant occurred, a verified detailed statement, with documentary evidence, of the items and basis of its claim;
 - d. Produce for the University's examination, upon notice from the University, all its books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statements, checkbooks and canceled checks, showing all of its actions and transactions in connection with or relating to or arising by reason of its claim, and submit persons in its employment and in its subcontractors' employment for examination under oath by any person designated by the University to investigate any claims made against the University under the Contract, such examination to be made at the offices of the Contractor; and
 - e. Proceed diligently, pending and subsequent to the determination of the University with respect to any such disputed matter, with the performance of the Contract and in accordance with all instructions of the University and the Consultant.
- (2) The Contractor's failure to comply with any or all parts of subdivision b of paragraph (1) of this Section shall be deemed to be (i) a conclusive and binding determination on its part that said order, work, action or omission does not involve extra work and is not contrary to the terms and provisions of the Contract; and (ii) a waiver by the Contractor of all claims for additional compensation or damages as a result of said order, work, action or omission. The provisions of subdivision b of paragraph (1) of this Section are for the purpose of enabling the University to avoid waste of public funds by affording it promptly the opportunity to cancel or revise any order, change its plans, mitigate or remedy the effects of circumstances giving rise to a claim or take such other action as may seem desirable and to verify any claimed expenses or circumstances as they occur. Compliance with such provisions is essential whether or not the University is aware of the circumstances of any order or other circumstances which might constitute a basis for a claim and whether or not the University has indicated it will consider a claim in connection therewith.
- (3) No person has power to waive or modify any of the foregoing provisions and, in any action against the University to recover any sum in excess of the sum certified by the University to be due under or by reason of the Contract, the Contractor must allege in its complaint and prove at the trial compliance with the provisions of this Section.
- (4) Nothing in this Section shall in any way affect the University's right to obtain an examination before trial or a discovery and inspection in any action that might be instituted by or against the University or the Contractor.

Section 2.04 Omitted Work

The University reserves the right at any time during the progress of the work to delete, modify or change the work covered by the Contract, by a Change Order thereto providing for either a reduction or omission of any portion of the work, without constituting grounds for any claim by the Contractor for allowances for damages or for loss of anticipated profits and in such event a deduction shall be made from the Contract consideration, the amount of which is to be determined in accordance with the provisions of Section 4.02 of the Agreement.

Section 2.05 Extra Work

- (1) The University reserves the right at any time during the progress of the work to add, modify or change the work covered by the Contract by a Change Order thereto providing for extra work of either a qualitative or quantitative nature and in such event the Contract consideration shall

be increased by an amount to be determined in accordance with the provisions of Section 4.02 of the Agreement and the completion date for all or any part of the work shall be extended for such period of time as may be determined by the University as necessary, because of the extra work, to complete the work or any part thereof.

- (2) Nothing in the Contract Documents shall excuse the Contractor from proceeding with the extra work as directed and, except as otherwise specifically provided for in a Change Order, the terms and conditions of the Contract Documents shall be fully applicable to all extra work.
- (3) The Contractor shall have no claim for extra work if the performance of such work, in the judgment of the Consultant, is made necessary or desirable because of any act or omission of the Contractor which is not in accordance with the Contract.
- (4) Notwithstanding the provisions of Section 2.02 of the Agreement and any other provisions of the Contract Documents to the contrary, the University, after conferring with the Consultant, shall have the right to overrule a determination or decision of the Consultant, that relates to whether certain work is included in the Contract Documents or is extra work, which he or she believes is incorrect; in the event an officer exercises such right, his or her determination or decision shall be final, conclusive and binding upon the Contractor and the University unless the same shall be determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith.

Section 2.06 Contractor to Give Personal Attention

- (1) The Contractor shall give its constant personal attention to all the work while it is in progress and shall place the working charge of a competent and reliable full-time superintendent acceptable to the Consultant and the University who shall have authority to act for the Contractor and who shall be accountable to the Consultant to the extent provided in the Contract. Unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in its employ, such superintendent shall not be changed without the written permission of the Consultant and the University.
- (2) When the Contractor and its superintendent are temporarily absent from the site of the work, the Contractor or its superintendent shall designate a responsible supervisory employee to receive such orders as the Consultant or its representative may give. At no time shall any work be conducted on the site in the absence of an individual present who has been so designated by the Contractor or its superintendent as having authority to receive and execute instructions given by the Consultant or its representative.

Section 2.07 Employment of Workers

The Contractor shall at all times employ competent and suitable workers and equipment which shall be sufficient to prosecute all the work to full completion in the manner and time specified. All workers engaged in specially or skilled work shall have had sufficient experience in such work to properly and satisfactorily perform the same. Should the Consultant deem any employee of the Contractor or any subcontractor incompetent, careless, insubordinate or otherwise objectionable or whose continued employment on the work is deemed by the Consultant to be contrary to the public interest, it shall so advise the Contractor and the latter shall dismiss or shall cause the subcontractor, if such employee is employed by the latter, to dismiss such employee and such employee shall not again be employed on the work to be performed under the Contract without obtaining the prior written approval of the Consultant.

Section 2.08 Detailed Drawings and Instructions

Upon timely notice by the Contractor that supplementary information is required, the Consultant shall furnish additional instructions, by means of Drawings or otherwise, necessary for the proper execution of the work. All such Drawings and instructions shall be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom. The work shall be executed in conformity therewith and the Contractor shall do no work without proper Drawings and/or instructions.

Section 2.09 Contract Documents to Be Kept at Site

The Contractor shall keep at the site of the work a copy of the Drawings and Specifications and shall at all times give the Consultant and the University access thereto.

Section 2.10 Permits and Building Codes

The Contractor shall obtain from the proper authorities all permits legally required to carry on its work, pay any and all taxes and fees legally required and shall be responsible for conducting its operations in accordance with the provisions of such permits. Except as otherwise expressly provided in the Contract Documents, all of the work covered by this Contract which is to be performed on property owned by the State University of New York is not subject to the building code of any city, county or other political subdivision of the State of New York. It is, however, subject to the provisions of the New York State Uniform Fire Prevention and Building Code and the applicable Federal and State health and labor laws and regulations. The building permit for the work shall be issued by the Campus Code Compliance Officer.

Section 2.11 Surveys

- (1) From the data shown on the Drawings and identified at the site by the Consultant, a licensed surveyor, to be designated and paid for by the University, shall establish one (1) fixed bench mark and one (1) fixed base line at the site. The Contractor shall work from the bench marks and base lines shown on the Drawings, identified at the site by the Consultant and established at the site by the aforesaid surveyor and shall establish such supplementary bench marks and base lines that are required in order for it to lay out the work. The Contractor shall be responsible for all measurements that may be required for execution of the work to the exact position and elevation as prescribed in the Specifications, shown on the Drawings, or as the same may be modified at the direction of the Consultant to meet changed conditions or as a result of modifications to the work covered by the Contract.
- (2) The Contractor shall furnish at its own expense such stakes and other required equipment, tools and materials, and all labor as may be required in laying out any part of the work. If, for any reason, monuments are disturbed, it shall be the responsibility of the Contractor to reestablish them, without cost to the University, as directed by the Consultant. The Consultant may require that construction work be

suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking completed work or the work in progress.

- (3) In all multiple-story construction, the Contractor shall establish and maintain line marks at each floor level and grade marks four (4) feet above the finished floor at each floor level.

Section 2.12 Site Conditions

- (1) The Contractor acknowledges that it has assumed the risk and that the Contract consideration includes such provision as it deems proper for all physical conditions and subsurface conditions as it could reasonably anticipate encountering from the provisions of the Contract Documents, borings, rock cores, topographical maps and such other information as the University or the Consultant made available to it prior to the University's receipt of bids or from its own inspection and examination of the site prior to the University's receipt of bids.
- (2) In the event that the Contractor encounters subsurface physical conditions or other latent physical conditions at the site differing substantially from those shown on or described or indicated in the Contract Documents and which could not have been reasonably anticipated from the aforesaid information made available by the University or the Consultant or from the Contractor's aforesaid inspection and examination of the site, it shall give immediate notice to the Consultant of such conditions before they are disturbed. The Consultant will thereupon promptly investigate the conditions and, if it finds that they do substantially differ from that which should have been reasonably anticipated by the Contractor, it shall make such changes in the Drawings and Specifications as may be necessary and a Change Order shall be issued, the amount of which shall be determined in accordance with the provisions of Section 4.02, to reflect any increase or decrease in the cost of, or the time required for, performance of the Contract as a result of any of the aforesaid changes made by the Consultant and/or as a result of such unanticipated subsurface conditions.

Section 2.13 Right to Change Location

When additional information regarding the subsurface conditions becomes available to the University as a result of the excavation work, further testing or otherwise, it may be found desirable to change the location, alignment, dimensions or grades to conform to such conditions. The University reserves the right to make such reasonable changes in the work as, in its opinion, may be considered necessary or desirable, such changes and any adjustments in the Contract consideration as a result thereof are to be made in accordance with the provisions of Sections 2.04, 2.05 and 4.02 of the Agreement.

Section 2.14 Unforeseen Difficulties

Except as otherwise expressly provided in Section 2.12 of the Agreement and in other Sections of the Contract Documents, the Contractor acknowledges that it has assumed the risk and that the Contract consideration includes such provisions as it deems proper for any unforeseen obstacles or difficulties which it may encounter in the performance of the work.

Section 2.15 Moving Materials and Equipment

Should it become necessary, in the judgment of the Consultant, at any time during the course of the work to move materials which are stored on the site and equipment which has been temporarily placed thereon, the Contractor upon request of the Consultant shall move them or cause them to be moved at its sole cost and expense; provided, however, if materials and equipment have been stored or placed by the Contractor at a location on the site expressly approved, in writing, by the consultant and the same are moved or caused to be moved by the Contractor at the Consultant's request, such removal shall be deemed extra work and the Contractor shall be compensated therefore in accordance with the provisions of Section 4.02 of the Agreement.

Section 2.16 Other Contracts

- (1) Prior to and during the progress of the work hereunder the University reserves the right to let other contracts relating to the Project or in connection with work on sites within the Contract limit lines or adjoining or adjacent to that on which the work covered by this Contract is to be performed. In the event such other contracts are let, or have previously been let, the Contractor and such other contractors shall coordinate their work with each other, arrange the sequence of their work to conform with the progressive operation of all the work covered by such contracts and afford each other reasonable opportunities for the introduction and storage of their materials, supplies and equipment and the execution of their work. If the Contractor or such other contractors contend that their work or the progress thereof is being interfered with by the acts or omissions of the other or others or that there is a failure to coordinate or properly arrange the sequence of the work on the part of the Contractor or such other contractors, they shall, within five (5) working days of the commencement of such interference or failure of coordination or failure to perform work in proper sequence, give written notification to the University and the Consultant of such contention. Upon receipt of such notification or on its own initiative, the Consultant shall investigate the situation and issue such instructions to the Contractor or such other contractors with respect thereto as it may deem proper. The Consultant shall determine the rights of the Contractor and of such other contractors and the sequence of work necessary to expedite the completion of all work covered by this Contract in relation to the work covered by said other contracts.
- (2) The Contractor agrees that it has and will make no claim for damages against the University by reason of any act or omission to act by any other contractor or party or in connection with the Consultant's or University's acts or omissions to act in connection with such other contractor, but the Contractor shall have a right to recover such damages from the other contractors under a provision similar to the following provision which has been or will be inserted in the Contract with such other contractors.
- (3) Should any other contractor, having or who shall hereafter have a contract with the University relating to the Project or in connection with the work on sites adjoining or adjacent to that on which the work covered by this Contract is to be performed, sustain any damage, during the progress of the work hereunder, through any act or omission of the Contractor, the Contractor agrees to reimburse such other contractor for all such damages and it further agrees to indemnify and save harmless the University and the State of New York from all claims for such damages.
- (4) If the proper and accurate performance of the work covered by the Contract depends upon the proper performance and execution of work not

included herein or depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Consultant any defects in such work that render it unsuitable for proper execution and results. Its failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the execution of the work covered by the Contract, except as to latent defects which may be discovered thereafter.

Section 2.17 Inspection and Testing

- (1) All materials and workmanship shall be subject to inspection, examination and testing by the Consultant and the University at all times during the performance of the work and at all places where the work is carried on. Except as otherwise herein specified, the University shall pay for the cost of inspection, examination and testing by the Consultant or the University. If, however, the tests and any attendant re-inspection or re-examination prove that the materials and/or work tested do not meet the requirements of the Contract, then the entire cost of such tests is to be borne by the Contractor. The Consultant will have the right to reject defective material and workmanship furnished by the Contractor or require its correction. The Contractor, without charge therefore, shall satisfactorily and promptly correct all rejected work and replace all rejected material with proper material.
- (2) The Contractor shall promptly segregate and remove from the site of the work all rejected material and work. If the Contractor shall fail to proceed at once with the replacing of rejected material and/or correction of defective workmanship, the University may, by contract or otherwise, replace such material and/or correct such workmanship, and charge the costs thereof to the Contractor and/or it may cancel the Contract and terminate the Contractor's employment as provided in the Agreement.
- (3) The Contractor, without additional charge therefore, shall promptly furnish all reasonable facilities, labor and materials necessary for the safe and convenient inspection and testing that may be required by the Consultant or the University.
- (4) If the Contract Documents or the Consultant's instructions or the applicable laws, ordinances or regulations of any governmental authority require any part of the work covered by the Contract to be specially tested or inspected, the Contractor shall give the Consultant timely notice of its readiness for such testing or inspection or, if the same is to be performed by a governmental authority, of the date fixed therefore. If any such work, without the written permission of the Consultant, should be covered up prior to such testing or inspection, the Contractor, at its sole cost and expense, must, if directed by the Consultant, uncover the same for testing or inspection and reconstruct the same after the tests or inspection are conducted. All certificates of inspection or testing, involving the Contractor's work, required to be obtained from governmental authorities are to be secured by the Contractor at its sole cost and expense.
- (5) Should it be considered necessary or advisable by the Consultant at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor, upon request, shall furnish all necessary facilities, labor and material to perform such examination. If the work subject to such examination is found to be defective or nonconforming in any manner due to the fault of the Contractor or any of its subcontractors, such uncovering or destruction and necessary reconstruction, even though such includes work not covered in the Contract, shall be at the expense of the Contractor. If, however, such work after testing and examination is found to be satisfactory, the University will pay the Contractor the cost of such uncovering or destruction and reconstruction, such cost to be determined as in the case of extra work as provided in Section 4.02.
- (6) Inspection of material and furnished articles to be incorporated in the work may be made at the place of production, manufacture or shipment unless otherwise stated herein. The inspection of material and workmanship for final acceptance as a whole or in part will be made at the site of the work.

Section 2.18 Subcontractors

- (1) Except for subcontractors designated by the University, or required to be named at any earlier date, pursuant to the provisions of the Information for Bidders, within thirty (30) calendar days after Notice of Award, the Contractor must submit a written statement to the Consultant giving the name and address of all proposed subcontractors. Said statement must contain a description of the portion of the work and materials which the proposed subcontractors are to perform and furnish and any other information tending to prove that the proposed subcontractors have the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and provisions of the Contract Documents.
- (2) If the Consultant finds that the proposed subcontractors are qualified, it will so notify the Contractor within ten (10) working days after receipt of the aforesaid information. If the determination is to the contrary, however, the Consultant within such period will notify the Contractor of such determination and the latter, unless it decides to do such work itself and is qualified, in the Consultant's opinion, to do such work, must, within ten (10) working days thereafter, submit similar information with respect to other proposed subcontractors.
- (3) The Consultant's approval of a subcontractor and/or the University's designation of a subcontractor pursuant to the provisions of the Contract Documents shall not relieve the Contractor of any of its responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible to the University for the acts or defaults of such subcontractors and of such subcontractors' officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract.
- (4) The Contractor shall be fully responsible for the administration, integration, coordination, direction and supervision of all of its subcontractors and of all work and it shall check all space requirements of the work and coordinate and adjust the same so that conflicts in space do not occur in the work being performed by it with its own employees and with the work being performed by its subcontractors and so that all equipment, piping, wiring, etc., can be installed, where possible, in the spaces allowed for the same.
- (5) No subcontractor shall be permitted to work at the site until (a) it has furnished satisfactory evidence to the Consultant of the insurance required by law; (b) in the case of a Project involving a federal grant, it has furnished satisfactory evidence to the Consultant of the same type and amount of liability insurance as that required of the Contractor by Section 5.06 of the Agreement; and (c) except for subcontractors designated by the University pursuant to the provisions of the Information for bidders, it has been approved by the Consultant.
- (6) Within seven (7) working days after the Contractor receives payment from the University on account of a progress payment application for the percentage of the work done, it shall pay each of its subcontractors the sum contained in said payment for the percentage of said subcontractor's work, less the same amount retained therefrom by the University under the terms of the Contract Documents or in

consequence of any legal proceedings or statutory liens, and less any amounts due the Contractor under the subcontract for work not performed or not properly or timely performed by the subcontractor. In the event any subcontractor is not paid by the Contractor, the former should immediately notify the University of such fact. Notwithstanding the foregoing, no retention or withholding of payment by the university shall affect the Contractor's obligation to pay all subcontractors, agents, employees or other parties for goods or services provided in connection with the work.

- (7) The Contractor shall execute with each of its subcontractors and shall require all subcontractors to execute with their sub-subcontractors a written agreement which shall bind the latter to the terms and provisions of this Contract insofar as such terms and provisions are applicable to the work to be performed by such subcontractors. The Contractor shall require all subcontractors and sub-subcontractors to promptly, upon request, file with the Consultant and the University a copy of such agreements, from which the price and terms of payment may be deleted.
- (8) If for sufficient reason, at any time during the progress of the work to be performed hereunder, the Consultant determines that any subcontractor or sub-subcontractor is incompetent, careless or uncooperative, the Consultant will notify the Contractor accordingly and immediate steps will be taken by the Contractor for cancellation of such subcontract or sub-subcontract. Such termination, however, shall not give rise to any claim by the Contractor or by such subcontractor or sub-subcontractor for loss of prospective profits on work unperformed and/or work unfurnished and a provision to that effect shall be contained in all subcontracts and sub-subcontracts.
- (9) No provisions of this Contract shall create or be construed as creating any contractual relation between the University and any subcontractor or sub-subcontractor or with any person, firm or corporation employed by, contracted with or whose services are utilized by the Contractor.

Section 2.19 Shop Drawings and Samples

- (1) The Contractor, in accordance with the approved Shop Drawing and Sample schedule and with such promptness and in such sequence as to cause no delay in the work, shall submit for the Consultant's approval all Shop Drawings and Samples called for under the Contract or requested by the Consultant.
- (2) Shop Drawings shall establish the actual detail of the work, indicate proper relation to adjoining work, amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.
- (3) All Shop Drawings and Samples shall be thoroughly checked by the Contractor for compliance with the Contract Documents before submitting them to the Consultant for approval and all Shop Drawings shall bear the Contractor's recommendation for approval certifying that they have been so checked. Any Shop Drawings submitted without this stamp of approval and certification, and Shop Drawings which, in the Consultant's opinion, are incomplete, contain numerous errors or have not been checked or only checked superficially, will be returned unchecked by the Consultant for resubmission by the Contractor. In checking Shop Drawings, the Contractor shall verify all dimensions and field conditions and shall check and coordinate the Shop Drawings of any section or trade with the requirements of all other sections or trades whose work is related thereto, as required for proper and complete installation of the work.
- (4) Samples must be of sufficient size or number to show the quality, type, range of color, finish and texture of the material. Each Sample shall be properly labeled to show the nature of the material, trade name of manufacturer, name and location of the work where the material represented by the Sample is to be used and the name of the Contractor submitting the Sample. Transportation charges to the Consultant must be prepaid on Samples forwarded to it.
- (5) Shop Drawings and Samples, submitted by the Contractor in accordance with the approved Shop Drawing and Sample schedule, will be reviewed by the Consultant within fifteen (15) working days and if satisfactory will be approved. A Shop Drawing, when approved, will be returned to the Contractor. If not satisfactory, the Drawings and Samples will be appropriately marked and returned to the Contractor for correction thereof, in which event the Contractor shall resubmit to the Consultant a corrected copy of the Shop Drawing or a new Sample, as the case may be. The Contractor shall make any correction required by the Consultant and shall appropriately note any changes or revisions on the Shop Drawing, dated to correspond with the date of the Consultant's request for the change. Upon approval of the Shop Drawing by the Consultant, the Contractor shall promptly furnish to the Consultant as many copies thereof as the Consultant may reasonably request.
- (6) At the time of submission of a Shop Drawing or Sample, the Contractor shall inform the Consultant and the University in writing of any deviation in the Shop Drawing or Sample from the requirements of the Contract Documents. Unless such deviation is specifically noted by the Contractor with a notation that such deviation will result in extra work for which the Contractor requests payment or requires additional time, the Contractor shall be deemed to have waived any claim for extra work, additional compensation or payment or an extension of time with respect to all work shown on, described in or related to the Shop Drawing or Sample.
- (7) The Consultant's approval of Shop Drawings or Samples is for design only and is not a complete check on the method of assembly, erection or construction. Approval shall in no way be construed as: (a) permitting any departure whatsoever from the Contract Documents, except where the Contractor, in accordance with the provisions of paragraph 6 of this Section, has previously notified the University and the Consultant of such departure; (b) relieving the Contractor of full responsibility for any error in quality of materials, details, dimensions, omissions or otherwise that may exist; (c) relieving the Contractor of full responsibility for adequate field connections, erection techniques, bracing or deficiencies in strength; (d) relieving the Contractor of full responsibility for satisfactory performance of all work and coordination with the work of all subcontractors and other contractors; or (e) permitting departure from additional details or instructions previously furnished by the Consultant.
- (8) No work requiring a Shop Drawing or Sample shall be commenced until a Shop Drawing or Sample is approved in writing by the Consultant and all such work shall be: (a) in accordance with the approved Shop Drawing, provided the latter conforms in all respects to the Contract Documents or to such deviations therefrom as have been previously noted by the Contractor in accordance with the provisions of paragraph 6 of this Section; and (b) in conformance in all respects to the sample furnished to and approved by the Consultant and, unless otherwise specified, as new and of good quality.

Section 2.20 Equivalents - Approved Equal

A. EQUIVALENTS OR APPROVALS - GENERAL

- (1) The words "similar and equal to", "or equal", "equivalent", and such other words of similar content and meaning shall, for the purposes of this Contract, be deemed to mean similar and equivalent to one of the named products. For the purposes of subdivisions A and B of this Section and for purposes of the Bidding Documents, the word "products" shall be deemed to include the words "articles", "materials", "items", "equipment" and "methods". Whenever in the Contract Documents one or more products are specified, the words "similar and equal to" shall be deemed inserted.
- (2) Whenever any product is specified in the Contract Documents by a reference to the name, trade name, make or catalog number of any manufacturer or supplier, the intent is not to limit competition, but to establish a standard of quality which the Consultant has determined is necessary for the Project. A Contractor may at its option use any product other than that specified in the Contract Documents provided the same is approved by the Consultant in accordance with the procedures set forth in subdivision B of this Section. In all cases the Consultant shall be the sole judge as to whether a proposed product is to be approved and the Contractor shall have the burden of proving, at its own cost and expense, to the satisfaction of the Consultant, that the proposed product is similar and equal to the named product. In making such determination the Consultant may establish such objective and appearance criteria as it may deem proper that the proposed product must meet in order for it to be approved.
- (3) Nothing in the Contract Document shall be construed as representing, expressly or implicitly, that the named product is available or that there is or there is not a product similar and equal to any of the named products and the Contractor shall have and make no claim by reason of the availability or lack of availability of the named product or of a product similar and equal to any named product.
- (4) The Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Consultant in considering a product proposed by the Contractor or by reason of the failure of the Consultant to approve a product proposed by the Contractor.
- (5) Requests for approval of proposed equivalents will be received by the Consultant only from the Contractor.

B. EQUIVALENTS OR APPROVALS AFTER BIDDING

- (1) Requests for approval of proposed equivalents will be considered by the Consultant after bidding only in the following cases: (a) the named product cannot be obtained by the Contractor because of strikes, lockouts, bankruptcies or discontinuance of manufacture and the Contractor makes a written request to the Consultant for consideration of the proposed equivalent within ten (10) calendar days of the date it ascertains it cannot obtain the named product; or (b) the proposed equivalent is superior, in the opinion of the Consultant, to the named product; or (c) the proposed equivalent, in the opinion of the Consultant, is equal to the named product and its use is to the advantage of the University, e.g., the University receives an equitable credit, acceptable to it, as a result of the estimated cost savings to the Contractor from the use of the proposed equivalent or the University determines that the Contractor has not failed to act diligently in placing the necessary purchase orders and a savings in the time required for the completion of the construction of the Project should result from the use of the proposed equivalent; or (d) the proposed equivalent, in the opinion of the Consultant, is equal to the named product and less than ninety (90) calendar days have elapsed since the Notice of Award of the Contract.
- (2) Where the Consultant pursuant to the provisions of the subdivision approves a product proposed by a Contractor and such proposed product requires a revision or redesign of any part of the work covered by this Contract, all such revision and redesign and all new Drawings and details required therefore shall be subject to the approval of the Consultant and shall be provided by the Contractor at its own cost and expense.
- (3) Where the Consultant pursuant to the provisions of this Section approves a product proposed by a Contractor and such proposed product requires a different quantity and/or arrangement of duct work, piping, wiring, conduit or any other part of the work from that specified, detailed or indicated in the Contract Documents, the Contractor shall provide the same at its own cost and expense.

Section 2.21 Patents, Trademarks and Copyrights

The Contractor acknowledges that the Contract consideration includes all royalties, license fees and costs arising from patents or trademarks in any way involved in the work, provided, however, that the Contract consideration shall not be deemed to have included therein any royalty, license fee or cost arising from a patent or trademark for a design prepared by the Consultant and neither the Contractor nor the University shall have any liability in connection therewith. Where the Contractor is required or desires to use any product, device, material or process covered by patent or trademark, the Contractor shall indemnify and save harmless the University and the State of New York from any and all claims, actions, causes of action or demands, for infringement by reason of the use of such patented product, device, material or process, and shall indemnify the University and the State of New York from any cost, liability, damage and expense, including reasonable attorneys' fees and court costs, which it may be obligated to incur or pay by reason of any claim or infringement at anytime both before or after the University's final acceptance of all the work to be performed under the Contract.

Section 2.22 Possession Prior to Completion

If before the final completion of all the work it shall be deemed advisable or necessary by the University to take over, use, occupy or operate any part of the completed or partly completed work or to place or install therein equipment and furnishings, the University, upon reasonable written notice to the Contractor, shall have the right to do so and the Contractor will not in any way interfere therewith or object to the same. Such action by the University shall in no way affect the obligations of the Contractor under the terms and provisions of the Contract Documents and the Contractor acknowledges that such action by the University does not in any way evidence the completion of the work or any part thereof or in any way signify the University's acceptance of the work or any part thereof, provided, however, that the period for the Contractor's warranties and guarantees under the Contract for the work so occupied or operated shall be deemed to commence on the date said work is occupied or operated. The Contractor agrees to continue the performance of all work covered by the Contract in a manner which will not unreasonably interfere with such takeover, use, occupancy, operation, placement or installation.

Section 2.23 Completion and Acceptance

A. PARTIAL COMPLETION AND ACCEPTANCE

If before the final completion of all the work any portion of the permanent construction has been satisfactorily completed and the same will be immediately useful to the University, the latter may, by written notice, advise the Contractor that it accepts such portion of the work. Such actions by the University shall in no way affect the obligations of the Contractor under the terms and provisions of the Contract with respect to any work not so completed and accepted.

B. SUBSTANTIAL COMPLETION

When all the work covered by the Contract is substantially completed, i.e., has reached such point of completion that the Project can be fully occupied and used for the purposes for which it was intended, the Contractor shall give written notice thereof to the University and the Consultant. The latter will then promptly make an inspection of the work and, if they shall determine that all the work is substantially completed, they shall so advise the Contractor. Such action shall in no way affect the obligations of the Contractor under the terms and provisions of the Contract with respect to any uncompleted (including untested or deferred work), unaccepted or corrective work or in any way affect, limit or preclude the issuance by the Consultant, from time to time thereafter, of "Punch Lists", i.e., lists of uncompleted or corrective work which the Contractor is to promptly complete and/or correct.

C. FULL COMPLETION AND ACCEPTANCE

After the completion of all the work the Contractor shall give written notice to the University and the Consultant that all the work is ready for inspection and final acceptance. The University and the Consultant shall promptly make such inspection and, if they shall determine that all the work has been satisfactorily completed, the University shall thereupon by written notice advise the Contractor that it accepts such work.

Section 2.24 Record Drawings

- (1) Prior to acceptance by the University of all work covered by the Contract, the Contractor shall furnish to the Consultant one (1) set of current Contract Drawings on which the Contractor has recorded, using colored pencil, in a neat and workmanlike manner, all instances where actual field construction differs from work as indicated on the Contract Drawings. These "Record" Drawings shall show the following information: (a) all significant changes in plans, sections, elevations and details, such as shifts in location of walls, doors, windows, stairs and the like made during construction; (b) all significant changes in foundations, columns, beams, openings, concrete reinforcing, lintels, concealed anchorage and "knock-out" panels made during construction; (c) final location of electric panels, final arrangement of electric circuits and any significant changes made in electrical design as a result of Change Orders or job conditions; (d) final location and arrangement of all mechanical equipment and major concealed plumbing, including, but not limited to, supply and circulating mains, vent stacks, sanitary and storm water drainage; and (e) final location and arrangement of all underground utilities, connections to building and/or rerouting of existing utilities, including, but not limited to, sanitary, storm, heating, electric, signal gas, water and telephone.
- (2) Shop Drawings shall not be acceptable as "Record" Drawings.
- (3) The Contractor agrees to provide Record Drawings on "electronic media" or "hard copy" at the discretion of the University at no extra cost.

Section 2.25 Guarantees

- (1) The Contractor, at the convenience of the University, shall remove, replace and/or repair at its own cost and expense any defects in workmanship, materials, ratings, capacities or characteristics occurring in or to the work covered by the Contract within one (1) year or within such longer period as may otherwise be provided in the Contract, the period of such guarantee to commence with the University's final acceptance of all work covered under the Contract or at such other date or dates as the University may specify prior to that time, and the Contractor, upon demand, shall pay for all damage to all other work resulting from such defects and all expenses necessary to remove, replace and/or repair such other work which may be damaged in removing, replacing or repairing the said defects. The obligations of the Contractor under the provisions of this paragraph or any other guarantee provisions of the Contract Documents are not limited to the monies retained by the University under the Contract.
- (2) Unless such removal, replacement and/or repair shall be performed by the Contractor within ten (10) working days after it receives written notice from the University specifying such defect, or if such defect is of such a nature that it cannot be completely removed, repaired and/or replaced within said ten (10) day period and the Contractor shall not have diligently commenced removing, repairing and/or replacing such defect within said ten (10) day period and shall not thereafter with reasonable diligence and in good faith proceed to do such work, the University may employ such other person, firm or corporation as it may choose to perform such removal, replacement and/or repair and the Contractor agrees, upon demand, to pay to the University all amounts which it expends for such work.

Section 2.26 Default of Contractor

- (1) In addition to those instances specifically referred to in other Sections hereof, the University shall have the right to declare the Contractor in default of the whole or any part of the work if:
 - a. The Contractor makes an assignment for the benefit of creditors pursuant to the statutes of the State of New York; or if
 - b. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor; or if
 - c. A receiver or receivers are appointed to take charge of the Contractor's property or affairs; or if
 - d. The Contractor shall sublet, assign, transfer, convey, or otherwise dispose of the Contract other than as herein specified; or if
- (2) Before the University shall exercise its right to declare the Contractor in default by reason of the conditions set forth in this subsection, it shall

give the Contractor three (3) working days' notice of its intention to declare the Contractor in default and unless, within such three (3) day period, the Contractor shall make arrangements, satisfactory to the University, to correct and/or eliminate the conditions set forth in the University's aforesaid notice, the Contractor may be declared in default at the expiration of such three (3) day period or at the expiration of such longer period of time as the University may determine. In addition to those instances specifically referred to above, the University shall have the right to declare the Contractor in default of the whole or any part of the work if, in the sole opinion of the University:

- a. The Contractor becomes insolvent; or if
 - b. The Contractor fails to commence work when notified to do so by the Consultant; or if
 - c. The Contractor shall abandon the work; or if
 - d. The Contractor shall refuse to proceed with the work when and as directed by the Consultant; or if
 - e. The Contractor shall without just cause reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the University, to complete the work in accordance with the approved time progress schedule, and shall fail or refuse to sufficiently increase such working force when ordered to do so by the Consultant; or if
 - f. The Contractor is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the work, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if
 - g. The work cannot be completed within the time herein provided therefore or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the University's opinion, attributable to conditions within the Contractor's control; or if
 - h. The work is not completed within the time herein provided therefore or within the time to which the Contractor may be entitled to have such completed extended; or if
 - i. The Contractor is or has been willfully or in bad faith violating any of the provisions of this Contract; or if
 - j. The Contractor is not or has not been executing the Contract in good faith and in accordance with its terms.
- (3) The right to declare in default for any of the grounds specified or referred to shall be exercised by the University sending the Contractor a written notice setting forth the ground or grounds upon which such default is declared. Upon receipt of notice that it has been declared in default, the Contractor shall immediately discontinue all further operations under the Contract and shall immediately quit the site, leaving untouched all plant, materials, equipment, tools and supplies then on site.
 - (4) The University, after declaring the Contractor in default, may then have the work completed by such means and in such manner, by contract, with or without public letting, or otherwise, as it may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, and also such subcontractors as it may deem advisable, or it may call upon the Contractor's surety at its own expense to do so.
 - (5) In the event that the University declared the Contractor in default of the work or any part of the work, the Contractor, in addition to any other liability to the University hereunder or otherwise provided for or allowed by law, shall be liable to the University for any costs it incurs for additional architectural and engineering services necessary, in its opinion, because of the default and the total amount of liquidated damages from the date when the work should have been completed by the Contractor in accordance with the terms hereof to the date of actual completion of the work, both of which items shall be considered as expenses incurred by the University in completing the work and the amount of which may be charged against and deducted out of such monies as would have been payable to the Contractor or its surety if the work had been completed without a default.
 - (6) If the University completes the work, the Consultant shall issue a certificate stating the expenses incurred in such completion, including the cost of re-letting. Such certificates shall be final, binding and conclusive upon the Contractor, its surety, and any person claiming under or through the Contractor, as to the amount thereof.
 - (7) The expense of such completion, as so certified by the Consultant, shall be charged against and deducted out of such monies as would have been payable to the Contractor if it had completed the work; the balance of such monies, if any, subject to the other provisions of the Contract, to be paid to the Contractor without interest after such completion. Should the expense of such completion, so certified by the Consultant, exceed the total sum which would have been payable under the Contract if the same had been completed by the Contractor, any such excess shall be paid by the Contractor to the University upon demand.
 - (8) In the event the University shall determine to complete the work without calling upon the Contractor's surety to do so, the Contractor shall not be entitled, from and after the effective date of the declaration of the default, to receive any further payment under the Contract until the said work shall be wholly completed and accepted by the University.
 - (9) In case the University shall declare the Contractor in default as to a part of the work only, the Contractor shall discontinue such part, shall continue performing the remainder of the work in strict conformity with the terms of the Contract, and shall in no way hinder or interfere with any other contractors or persons whom the University may engage to complete the work as to which the Contractor was declared in default.
 - (10) The provisions relating to declaring the Contractor in default as to the entire work shall be equally applicable to a declaration of partial default, except that the University shall be entitled to utilize for completion of the part of the work as to which the Contractor was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by the Contractor on such part.
 - (11) In completing the whole or any part of the work, the Consultant and the University shall have the power to depart from, change or vary the terms and provisions of the Contract; provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variations, even to the extent of accepting a lesser or different performance,

shall not affect the conclusiveness of the Consultant's certificate of the cost of completion, nor shall it constitute a defense to any action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for its default.

- (12) The provisions of this Section shall be in addition to any and all other legal or equitable remedies provided by this Agreement and otherwise available by law.

Section 2.27 Termination

- (1) The performance of work under this Contract may be terminated by the University, in whole or in part, whenever the University shall determine that such termination is in the best interest of the University; or in the event the State Finance Law Sections 139-j and 139-k certifications are found to be intentionally false or intentionally incomplete; or in the event the information provided in Sales Tax Certifications ST-220TD and/or ST-220CA is found to be false or incomplete. Any such termination shall be effected by a notice in writing to the Contractor specifying the date upon which such termination shall become effective and the extent to which performance of the Contract shall be terminated. Such termination shall be effective on the date and to the extent specified in said notice.
- (2) Upon receipt of a notice of termination, and except as otherwise directed in writing by the University, the Contractor shall:
- Discontinue all work and the placing of all orders for materials and facilities otherwise required for the performance thereof;
 - Cancel all existing orders and subcontracts to the extent such orders and subcontracts relate to the performance of work terminated by the notice of termination;
 - Take such actions as may be necessary to secure to the University the benefits of any rights of the Contractor under orders or subcontracts which relate to the performance of work terminated by the notice of termination, including, but not limited to, the assignment to the University, in the manner and to the extent directed by the University, all the right, title and interest of the Contractor under the orders or subcontracts so terminated and canceled. In the event of such assignment, the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination and cancellation of such orders and subcontracts;
 - Transfer title and deliver to the University, in accordance with the direction of the University, all materials, supplies, work in process, facilities, equipment, machines or tools produced as a part of or acquired by the Contractor in connection with the work terminated by said notice, and all plans, Drawings, Working Drawings, sketches, Specifications and information for use in connection therewith; provided, however, that the Contractor may retain any of the foregoing if it so elects and forgoes reimbursement therefore;
 - Take such action as may be necessary or as the Consultant or the University may prescribe for the protection and preservation of all property in the possession or control of the Contractor in which the University, under the provisions of the Contract, has or may acquire an interest.
- (3) Notwithstanding the foregoing, should the notice of termination relate to only a portion of the work covered by the Contract, the Contractor will proceed with the completion of such portions of the work as are not terminated.
- (4) The University will pay and the Contractor shall accept, in full consideration for the performance and completion of the portions of the work as are not terminated, a sum calculated by determining the percentage the portions of the work not terminated bear to the total amount of the work covered by the Contract, and by multiplying the Contract consideration by such percentage the product thereof being the amount to be paid to the Contractor. The University shall determine the amount of such consideration in accordance with the foregoing.
- (5) Upon compliance by the Contractor with the foregoing provisions of this Section and subject to deductions for payments previously made, the University, for the portions of the work terminated, shall compensate the Contractor as follows:
- By reimbursing the Contractor for actual expenditures made with respect to such work, including expenditures made in connection with any portion thereof which may have been completed prior to termination, as well as expenditures made after termination in completing those portions of the work covered by the Contract which the Contractor may have been required by the notice of termination to complete. The University shall determine the allocability and amount of such expenditures.
 - By reimbursing the Contractor for all actual expenditures made, with the prior written approval of the University or pursuant to a court judgment, in settling or discharging any outstanding contractual obligations or commitments incurred or entered into by the Contractor in good faith with respect to the Contract and resulting from the termination thereof.
 - By reimbursing the Contractor for all actual expenditures made after the effective date of the notice of termination resulting from or caused by the Contractor taking necessary action or action prescribed by the Consultant or the University for the protection and preservation of all property in the possession or control of the Contractor in which the University, under the provisions of the Contract, has or may acquire an interest.
 - By paying the Contractor a markup, which is to be calculated in the same manner as that provided for in subdivision c of paragraph (1) of Section 4.02 for extra work, on the foregoing expenditures, which markup is to cover the Contractor's overhead and profit; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, said markup shall be reduced by one-third.
- (6) The sum of all amounts payable under this Section, plus the sum of all amounts previously paid by the University under the provisions of the Contract, shall not exceed the amount of the Contract consideration. In no event shall the Contractor be entitled to any payment for loss of anticipated profits on uncompleted work and the University shall not be liable for the same.
- (7) Termination by the University under the provisions of this Section shall be without prejudice to any claims or rights which the University may have against the Contractor. The University may retain from the amount due to the Contractor under the provisions of this Section such monies as may be necessary to satisfy any claim which the University may have against the Contractor in connection with the Contract;

provided, however, that the University's failure to retain such monies shall not be deemed a waiver of any of its rights or claims against the Contractor.

- (8) Notwithstanding the foregoing, where the Contractor and the Consultant can agree upon another method of determining the amount of the consideration to be paid to the Contractor under the provisions of the Section, such method, subject to the approval of the University, may, at the option of the University, be substituted for the method set forth above.

ARTICLE III

Time of Performance

Section 3.01 Commencement, Prosecution and Completion of Work

- (1) The Contractor agrees that it will begin the work upon receipt of a fully executed contract, unless the University consents in writing to begin on a different date, and that it will prosecute the same with such diligence that all work covered by the Contract shall be entirely completed and performed on or before the time specified on page one of the Agreement.
- (2) The Contractor further agrees that time is of the essence in this Contract and that the work shall be prosecuted in such manner and with sufficient plant and forces to complete all the work by the specified completion date.

Section 3.02 Time Progress Schedule

- (1) To show compliance with the requirements of Section 3.01 of the Agreement, provide and maintain a time progress schedule. After Contract Award, but before processing second progress payment application, the Contractor, unless otherwise directed by the University, shall submit to the University and the Consultant for their acceptance its proposed working plan and time progress schedule for all the work covered by the Contract, and shall include activities for preparation and submission of all Shop Drawings and Samples.
- (2) The working plan and time progress schedule shall be in the form of suitable charts, diagrams or bar graphs and shall be based on the Contractor's logic and time estimates. Such plan and schedule shall be sufficiently detailed to show clearly, in sequence, all salient features of the work of each trade including: the anticipated time of commencement and completion of such work and the interrelationship between such work, submission of Shop Drawings and Samples for approval, approval of Shop Drawings and Samples, placing of orders of materials, fabrication and delivery of materials, installation and testing of materials, contiguous or related work under other contracts, and other items pertinent to the work.
- (3) Phases of work shall include time in the schedule for training crews, acclimating trades to the sequence and apportionment of activities, additional meetings with the owner, consultant, Contractor and the significant subcontractors, and re-sequencing activities to recover from start-up delays typically caused by normal activities associated with the start-up of field work.
- (4) The aforesaid proposed working plan and schedule shall be revised by the Contractor until they are satisfactory to the University and the Consultant, and the same shall be periodically revised thereafter and submitted by the Contractor to the University and the Consultant for approval at such time or times as the University or the Consultant may request.
- (5) The proposed working plan and schedule, including any revision or revisions thereof, when approved by both the University and the Consultant shall be known as the Schedule of Record. The Schedule of Record, as the same may be revised from time to time by the Contractor and approved by the University and the Consultant, shall be strictly adhered to by the Contractor.
- (6) If through the fault of the Contractor or any subcontractor the Contractor shall fail to adhere to the time progress schedule, it must promptly adopt such other and additional means and methods of construction as will make up for the time lost and will assure completion in accordance with such schedule.
- (7) The failure of the Contractor to submit a Time Progress Schedule, the University's or the Consultant's acceptance of the Contractor's time progress schedule or lack of such acceptance, the means and/or methods of construction employed by the Contractor, including any revisions thereof, and/or its failure to revise the same shall not relieve the Contractor of its obligation to accomplish the result required by the Contract in the time specified on page 1 of the Agreement, nor shall the exercise of such right to reject, create or give rise to any claim, action or cause of action, legal, equitable or otherwise, against the Consultant or the University.

Section 3.03 Time Schedule for Shop Drawings and Samples

- (1) The Contractor shall include activities for the preparation and submission of all Shop Drawings and Samples in the Time Progress Schedule in Section 3.02.

Section 3.04 Notice of Conditions Causing Delay

- (1) Within ten (10) working days after the commencement of any condition which is causing or may cause delay in completion, the Contractor must notify the Consultant and the University in writing of the effect, if any, of such condition upon the time progress schedule, and must state why and in what respects, if any, the condition is causing or may cause such delay.
- (2) Failure to strictly comply with this requirement may, in the discretion of the University, be deemed sufficient cause to deny any extension of time on account of delay in completion arising out of or resulting from any change, extra work, suspension, or other condition.

Section 3.05 Extension of Time

- (1) An extension or extensions of time for the completion of the work may be granted by the University subject to the provisions of this Section,

but only upon written application therefore by the Contractor to the University and the Consultant.

- (2) An application for an extension of time must set forth in detail the source and the nature of each alleged cause of delay in the completion of the work, the date upon which each such cause of delay began and ended and the number of days of delay attributable to each of such causes. It must be submitted prior to completion of the work.
- (3) If such an application is made, the Contractor shall be entitled to an extension of time for delay in completion of the work caused solely: (a) by the acts or omissions of the University, its trustees, officers, agents or employees; or (b) by the acts or omissions of other contractors, not including subcontractors of the Contractor, on this Project; or (c) by unforeseeable supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes).
- (4) The Contractor shall, however, be entitled to an extension of time for such causes only for the number of calendar days of delay which the University may determine to be due solely to such causes, and then only if the Contractor shall have strictly complied with all of the requirements of this Section and Section 3.04. The University shall make such determination within ninety (90) calendar days after receipt of the Contractor's application for an extension of time; provided, however, said application complies with the requirements of this Section.
- (5) The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the University, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of its subcontractors or materialmen, and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.
- (6) The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the University.
- (7) If the Contractor shall claim to have sustained any damages by reason of delays, extraordinary or otherwise, or hindrances which it claims to be due to any action, omission, direction or order by the University or the Consultant, the Contractor shall be entitled only to an extension of time as hereinabove provided and shall not have or assert any claim or prosecute any suit, action, cause of action or proceeding against the University based upon such delays or hindrances, unless such delays or hindrances were caused by the University's bad faith or its willful, malicious, or grossly negligent conduct, or un contemplated delays, or delays so unreasonable that they constitute an intentional abandonment of the contract by the University, or delays resulting from the University's breach of a fundamental obligation of the contract.

Section 3.06 Contractor's Progress Reports

After commencement of the work the Contractor shall furnish the Consultant with written monthly reports setting forth the condition and general progress of the work, the percentage of each part of the work that has been finished, those parts of the work which have been completed within the scheduled time and those parts of the work which have not been finished within the scheduled time, and the general progress of the work that is being performed away from the site and the approximate date when such work will be finished and delivered to the site.

ARTICLE IV

Payment

Section 4.01 Compensation to Be Paid Contractor

The University shall pay to the Contractor and the latter shall accept as full and complete payment for the performance of this Contract, subject to additions or deductions as provided herein, the sum indicated on page 1 of this Agreement which sum is the amount of the total contract compensation. The Contractor shall provide complete and accurate billing invoices to the University in order to receive payment for its services. Billing invoices submitted to the University must contain all information and supporting documentation required by the University and the Office of the State Comptroller (OSC). **Payment for invoices submitted by the Contractor shall only be rendered electronically** unless payment by paper check is expressly authorized by the Vice President for Administration or designee, in her/his sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary New York State procedures and practices. The Contractor shall comply with the OSC procedures to authorize electronic payments. Authorization forms are available at the OSC website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. The Contractor acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the OSC's electronic payment procedures, except where the Vice President or designee has expressly authorized payment by paper check as set forth above.

Section 4.02 Value of Omitted and Extra Work

- (1) The amount by which the Contract consideration is to be increased or decreased by any Change Order shall be determined by the University by one or more of the following methods:
 - a. By accepting an amount agreed upon by both parties, which amount is to be calculated in a manner similar to that provided in subdivision c hereof.
 - b. By applying the applicable price or prices set forth in the attached Schedule "I" of this Agreement or by applying a unit price agreed to by both parties. Subject to the provisions of Sections 4.04, this method must be used if the Contract Documents contain applicable unit prices.
 - c. By estimating the fair and reasonable cost of: (i) labor, including all wages, required wage supplements and insurance required by law (workers' compensation, social security, disability, unemployment, etc.) paid to or on behalf of foremen, workers and other employees below the rank of superintendent directly employed at the site of the Project; (ii) materials; and (iii) equipment, excluding hand tools,

which, in the judgment of the University, would have been or will be employed exclusively and directly on the omitted work or extra work, as the case may be; and, in the case of extra work, where the same is performed directly by the Contractor, by adding to the total of such estimated costs a sum equal to 15 percent thereof, but, where the extra work is performed by a subcontractor, by adding a sum equal to 15 percent of said costs for the benefit of such subcontractor, and by adding, for the benefit of the Contractor (no further allowance will be made where extra work is performed by the sub-subcontractor), an additional sum equal to 10 percent of the first \$10,000 of the above-estimated costs, including the subcontractor's percentage override, plus 5 percent of the next \$90,000 of the total of said items, plus 3 percent of any sum in excess of \$100,000 of the total of said items. For the purposes of the aforesaid percentage overrides, the words "extra work" shall be defined as a complete item of added, modified or changed work as described in the Consultant's written instructions to the Contractor. Such "extra work" may include the work of one or more trades and/or subcontractors or sub-subcontractors and shall include all labor, materials, plant, equipment, tools and all incidentals directly and/or indirectly necessary, related, involved in or convenient to the successful completion of the extra work item. Where the Consultant's aforesaid written instructions to the Contractor involve both an increase and a reduction in similar or related work, the above percentage overrides will be applied only on the amount, if any, the cost of the increased work exceeds the cost of the reduced work.

All profit, overhead and expense of whatsoever kind and nature, other than those set forth above in items (i) through (iii), of the Contractor, its subcontractors and sub-subcontractors, are covered by the aforesaid percentage overrides and no additional payment therefore will be made by the University. The University may make such cost estimate either before or after the extra work is completed by the Contractor.

- d. By determining the actual cost of the extra work in the same manner as in the above subdivision c except that actual costs of the Contractor shall be utilized in lieu of estimated costs. The University shall have the option of utilizing this method provided it notifies the Contractor of its intent to do so prior to the time the Contractor commences performance of such extra work.
- (2) Irrespective of the method used or to be used by the University in determining the value of a Change Order, the Contractor, within fifteen (15) working days after a request for the same, must submit to the University and the Consultant a detailed breakdown of the Contractor's estimate of the value of the omitted and/or extra work.
- (3) For the purposes of paragraph (1) hereof, the cost of equipment shall be determined, irrespective of the actual price for any rental or actual cost associated with such equipment and irrespective of whether the equipment is or is not owned by the Contractor, as follows: (a) for the first 40 hours of use by taking the monthly rate listed in the "Green Book" (the publication of the Associated Equipment Distributors of Oakbrook, Illinois) and dividing the same by 176 hours to establish an hourly rate and then multiplying such hourly rate by the actual number of hours that the equipment was used; and (b) for any period of time in excess of the first 40 hours of use by taking 50 percent of the hourly rate established in accordance with the above for equipment used for periods of less than 40 hours, and then multiplying such rate by the actual number of hours in excess of 40 hours that the equipment was used. In the event that the "Green Book" does not list the item of equipment used, the applicable rate shall be determined in the same manner as that set forth above except that the monthly rate shall be that set forth in the "Blue Book" (published by Equipment Guidebook Co. of Palo Alto, California). If no listing or rates for an item of equipment is contained in either the "Green Book" or the "Blue Book", the University shall determine the reasonable rate of rental of the particular item of equipment by such other means as it finds appropriate. The editions of the "Green Book" and the "Blue Book" to be used shall be those in effect on the date of the receipt of bids for this Contract. None of the provisions of the "Green Book" or the "Blue Book" shall be deemed referred to or included in this Contract excepting only the aforesaid monthly rates. To the cost of equipment as determined above, there is to be added the actual cost of gasoline, oil, grease and maintenance required for operation of such equipment and, in the case of equipment utilized only for extra work when, in the opinion of the Consultant, suitable equipment therefore was not available on the site, the reasonable cost of transporting said equipment to and from the site. Notwithstanding the foregoing, if the Consultant should determine that the nature or size of the equipment used by the Contractor in connection with the extra work is larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Consultant to be suitable for the extra work, the cost of equipment will not be based upon the equipment used by the Contractor but instead will be based on the smallest or least elaborate equipment determined by the Consultant to have been suitable for the performance of the extra work.
- (4) Unless otherwise specifically provided for in a Change Order, the compensation specified therein for extra work includes full payment for both the extra work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Contractor waives all rights to any other compensation for said extra work, damage or expense.

Section 4.03 Adjustment for Bond and Insurance Premiums

Upon final acceptance of the work to be performed under this Contract, the University shall adjust the Contract consideration to reflect any changes in the cost of all required Bonds and liability and builder's risk insurance premiums which the Contractor had to pay for on all extra work and would have had to furnish and pay for on all omitted work. Unless such cost is agreed upon by the University and the Contractor, the University shall calculate and determine the amount of the adjustment in the Contract consideration by estimating such cost.

Section 4.04 Unit Prices

- (1) Except as otherwise provided in the second paragraph of this Section, the unit prices, set forth in the attached Schedule I will be binding upon both the University and the Contractor in determining the value of omitted and/or extra work, and, in the case of extra work, such unit prices shall be deemed to include all profit, overhead and expenses of whatever kind and nature of the Contractor, its subcontractors and sub-subcontractors, and the Contractor agrees that it shall make no claim for any profit, overhead, expense or percentage override in connection therewith.
- (2) Where Schedule I sets forth a unit price for added and/or deducted work, the University shall have the option, whenever it is found that the quantity of changed work varies by more than 15 percent from the quantity that is stated or that can be determined by the Contract Documents at the time of execution thereof, to accept or reject such unit price for the quantity that the changed work varies by more than 15 percent from the stated or determinable quantity. Where a quantity is not specifically stated in the Contract Documents, the University's determination of the amount of said quantity included in the Contract Documents shall determine the applicability of this paragraph. Where the University, pursuant to the foregoing provisions, exercises its aforesaid option, the amount of the increase or decrease in the Contract consideration for the quantity of work which varies by more than 15 percent from the stated or determinable quantity shall be determined in

accordance with the provisions of Section 4.02 of the Agreement as if there was no unit price therefore set forth in said Proposal.

Section 4.05 Allowances

- (1) The Contractor acknowledges that the Contract consideration includes the allowances set forth in the attached Schedule I and, except for quantitative allowances, it agrees to cause the work covered thereby to be done by such contractors for such sums as the University may direct. Where cash allowances are provided, the allowances shall be deemed to include the purchase of the materials and/or equipment and the delivery of the same to the job site. Unless otherwise specified in the Contract Documents, cash allowances do not include the proper installation of the materials and/or equipment or the connection for final utilities thereto; the cost of said installation and/or connection having been included in the amount of the Contract consideration.
- (2) The Contractor acknowledges that the Contract consideration includes such sums for expenses and profit on account of cash allowances as it deems proper and that it shall make no claim for expenses or profit or any percentage override in addition thereto; said items having been included in the amount of the Contract consideration.
- (3) In the event any cash allowance listed below is either higher or lower than the cost of having the work done in accordance herewith, the Contract consideration shall be adjusted to reflect such variance, the amount of said adjustment to be the difference between the amount of the allowance and the actual cost of performing the work covered thereby.
- (4) When quantitative allowances are provided, progress payments thereof to the Contractor will be based upon the applicable unit prices set forth in the attached Schedule I, subject, however to the provisions of paragraph (2) of Section 4.04. In the event any of said quantitative allowances are more than or less than the actual quantity of work performed, the Contract consideration shall be adjusted to reflect such variance, the amount of said adjustment to be determined in accordance with the provisions of Section 4.02 and Section 4.04 of the Agreement.

Section 4.06 Deductions for Unperformed and/or Uncorrected Work

- (1) Without prejudice to any other rights, remedies or claims of the University, in the event that the Contractor at any time fails or neglects to supply working forces and materials of the proper quantity and quality necessary, in the opinion of the Consultant or the University, to comply with the approved time progress schedule, or fails in any respect to prosecute the work with promptness and diligence or causes by any action or omission the stoppage or delay of or interference with the work of any other contractor having a contract with the University, or fails in the performance of any obligations and responsibilities under this Contract, then, and in that event, the University, acting itself or through the Consultant, may, upon three (3) working days' notice to the Contractor, either itself provide or have any other contractor provide any and all labor or materials or both necessary, in its opinion, to correct any aforesaid deficiency of the Contractor, and the University will thereafter back charge the Contractor by issuing a Change Order reducing the amount of the Contract consideration for all costs and expenses it incurs in connection with the correction of such deficiency.
- (2) Notwithstanding any provisions in the Contract Documents to the contrary, if the University deems it inexpedient to correct work not done in accordance with the Contract or any work damaged as a result thereof, it shall notify the Contractor of such fact and the latter shall not remedy or correct the same. In such event, however, the amount of the Contract consideration shall be decreased by an amount, determined by the University, which is equal to the difference in value of the work as performed by the Contractor and the value of the work had it been satisfactorily performed in accordance with the Contract or which is equal to the cost of performing the corrective work, whichever shall be the higher amount.

Section 4.07 Liquidated Damages

In the event that the Contractor shall fail to substantially complete all the work within the time fixed for such completion on page one of this Agreement, or within the time to which such completion may have been extended, or in the event that the Contractor abandons the work and the same is not substantially completed within the aforesaid time for such completion, the Contractor must pay to the University as damages for each calendar day of delay in completing the work the amount set forth on page one of this Agreement. In view of the difficulty of accurately ascertaining the loss which the University will suffer by reason of delay in completion of the work hereunder, said sum is hereby fixed and agreed as liquidated damages which the University will suffer by reason of such delay and not as a penalty. The University may deduct and retain out of the monies which may become due hereunder to the Contractor the amount of any such liquidated damages and, in case the amount which may become due to the Contractor under the provisions of the Contract may be less than the liquidated damages suffered by the University, the Contractor shall pay the difference, upon demand, to the University.

Section 4.08 Contract Breakdown

Prior to the submission of its first application for a progress payment, the Contractor shall present to the University and the Consultant for their approval a detailed schedule showing the breakdown of the Contract consideration. Such schedule must contain the amount estimated for each part of the work and quantity survey for each part of the work. It shall also list the estimated value of the Contractor's guarantee obligations under the provisions of the Contract Documents, which is hereby fixed at \$5,000 or one-half of one percent (1/2%) of the Contract award amount, whichever is the lesser sum. Such schedule shall be revised by the Contractor until the same shall be satisfactory to the University and the Consultant and shall not be changed after the University and the Consultant have approved the same. The amounts set forth in the schedule will not be considered as fixing the basis for additions to or deductions from the Contract consideration.

Section 4.09 Prompt Payment Requirements

- (1) For the purposes of Article XI-A of the State Finance Law, the campus for which the work is being performed is the University's designated payment office. Applications for payment must contain the approval of the Consultant before being submitted to the University.
- (2) Whenever the Consultant's approval of an application for payment is required under the Contract, the Consultant shall have fifteen (15) calendar days after receipt of such application to inspect the work before acting on the application.

- (3) This Contract is subject to the approval of the Comptroller of the State of New York. Until such approval is given, the thirty (30) day period referred to in Article XI-A of the State Finance Law for the payment of invoices without interest shall not begin.

Section 4.10 Progress Payments

- (1) Unless otherwise provided in the Contract, progress payments will be made as the work progresses upon applications submitted by the Contractor and approved by the Consultant and the University. Payment of such approved applications shall be made by the University within thirty (30) days after such approval has been given.
- (2) The University shall make progress payments to the Contractor on the basis of such approved applications, less an amount equal to 5 percent thereof, plus an amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged, which it shall reserve from each such payment until all of the work covered by the Contract has been completed.
- (3) When the University and the Consultant have determined that all the work is substantially completed, or that a substantial portion of the permanent construction has been completed and accepted, the University shall make a progress payment to the Contractor, on the basis of an application submitted by the Contractor and approved by the Consultant and the University, which shall reduce the unpaid amount due to the Contractor under the terms of the Contract, including all monies retained by the University from previous progress payments to the Contractor, to an amount equal to two (2) times the cost, estimated by the Consultant, of performing, in accordance with the Contract, all uncompleted, unaccepted and corrective work, plus an amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of work are satisfactorily completed or corrected, the University shall make progress payments to the Contractor, on the basis of applications submitted by the Contractor and approved by the University and the Consultant, covering said items of work less an amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

Section 4.11 Applications for Progress Payments

The Contractor shall prepare all applications for progress payments for work performed, together with supporting data and computations as are deemed necessary by the Consultant to determine the accuracy of the application. The application for payment shall be submitted on the form prescribed by the University. Failure of the Contractor to submit applications for progress payments, or lack of complete and accurate supporting data, shall be sufficient reason for withholding payment until such omissions or errors are rectified. Unless otherwise directed, such applications, signed and certified as correct by the Contractor, shall be delivered by the Contractor to the Consultant once each month showing the total value of work completed and in place on the last day of the payment period covered by the application.

Section 4.12 Progress Payments for Materials Delivered to Site

- (1) Progress payments made in accordance with Section 4.10 shall include a payment for materials and equipment to be furnished and installed under the Contract, after such materials and equipment have been delivered and accepted at the site of the work.
- (2) Materials and equipment for which such progress payment has been made shall not be removed from the site, shall be stored until incorporated into the work in a location approved by the Consultant and shall be adequately protected from fire, theft and vandalism, the effects of the elements and any other damage whatsoever, and shall at all times be available for inspection by the Consultant and the University.

Section 4.13 Transfer of Title to Materials Delivered to Site

Title to all supplies and materials to be furnished or provided by the Contractor to the University pursuant to the provisions of the Contract Documents shall immediately vest in and become the sole property of the University upon delivery of such supplies and materials to the site. Notwithstanding such transfer of title, the Contractor shall have the full continuing responsibility to install such materials and supplies, protect them, maintain them in proper condition and forthwith repair, replace and make good any damage thereto without cost to the University until such time as the work covered by the Contract is fully accepted by the University. Such transfer of title shall in no way affect any of the Contractor's obligations under the Contract. In the event that, after title has passed to the University, any of such supplies and materials are rejected as being defective or otherwise unsatisfactory, title to all such supplies and materials shall be deemed to have been transferred back to the Contractor.

Section 4.14 Progress Payments for Materials Stored Off Site

- (1) Progress payments made in accordance with Section 4.10 shall include a payment for materials and equipment which are in short and/or critical supply or have been specially fabricated for the Project. Materials and equipment, for which a progress payment is made pursuant to the preceding sentence, shall be stored by the Contractor, after fabrication, until such time as their delivery to the site is required, at a facility and location approved by the Consultant; shall be adequately protected from fire, theft and vandalism, the effects of the elements and any other damage whatsoever; and shall at all times be available for inspection by the Consultant and the University. No progress payment shall, however, be made for said materials and equipment until:
- a. The Contractor furnishes to the University a bill of sale listing quantity and costs of said materials and equipment f.o.b. point of origin;
 - b. The Consultant shall have inspected said materials and equipment and recommended payment therefore; and
 - c. The Contractor furnishes to the University a builder's risk insurance policy, with the broad form extended coverage endorsement, for said materials and equipment, in an amount equal to 100 percent of the value thereof, which policy shall be maintained, at the sole cost and expense of the Contractor, until said materials and equipment have been incorporated into the Project. The said insurance policy shall contain a provision that the loss, if any, is to be made adjustable with and payable to the University as trustee for the insured, i.e., the University and the Contractor, and a provision that it shall not be changed or canceled and that it will be automatically renewed upon expiration and continued in force unless the University is given fifteen (15) days' written notice to the contrary.

- (2) Materials and equipment for which a progress payment has been made by the University pursuant to this Section shall be, become and remain the sole property of the University; provided, however, that the Contractor shall have the full continuing responsibility to install such materials and equipment, to deliver it to the site, to protect it, to maintain it in proper condition and to forthwith repair, replace and make good any damage thereto without cost to the University until such time as the work covered by the Contract is fully accepted by the University. Such transfer of title shall in no way affect any of the Contractor's obligations under the Contract.

Section 4.15 Withholding of Progress Payments

Notwithstanding anything contained in the Contract to the contrary, the University may withhold payment of all or any part of a progress, final or guarantee payment, in such an amount as it may deem proper to enforce the provisions of the Contract and to satisfy the claims of third parties, when:

- a. The University shall learn of any claim, of whatever nature or kind, against the University or the Contractor, which in any way arises or is alleged to arise out of or as a result of or in connection with the performance by the Contractor of the work covered by the Contract or out of or in connection with the Contractor's operations or performance at or in the vicinity of the construction site, that, in the opinion of the University, may not be adequately covered by insurance.

If an action on such claim is timely commenced and the liability of the University and/or the Contractor shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the Contractor to be valid, the University shall pay such judgment or admitted claim out of the monies retained by it under the provisions of the Contract and return the balance, if any, without interest, to the Contractor.

The University may withhold from the Contractor any payments retained by it until such time as all such claims are either satisfied or barred by law from being presented. At such time the University, upon written demand by the Contractor, shall return to the Contractor the amount so withheld, without interest.

- b. The Contractor has not complied with any lawful or proper direction of the Consultant or the University or their representatives concerning the work covered by the Contract or the performance of the Contract or the production of records as required under the provisions of the Contract.
- c. There exists any of the conditions, listed in Section 2.26, which would allow the University to declare the Contractor in default of the whole or any part of the work.
- d. The Contractor is a foreign contractor and has not furnished satisfactory proof that all taxes due by such Contractor under the provisions of the Tax Law have been paid. The Certificate of the New York State Tax Commission to the effect that all such taxes have been paid shall be conclusive proof of the payment of such taxes. The term "foreign contractor" as used herein means, in the case of an individual, a person who is not a resident of the State of New York; in the case of a partnership, one having one or more partners not a resident of the State; and in the case of a corporation, one not organized under the laws of the State of New York.
- e. The Contractor, upon request of the University at any time after the initial progress payment by the University to the Contractor, fails to furnish the University with such documentary evidence that the University may deem necessary to prove to it that material and labor paid for by the University under previous applications for payment submitted have been paid for by the Contractor and that there are no outstanding claims or liens in connection therewith or fails to satisfy the University that the Contractor, with good cause, has sufficiently provided for the payment and/or satisfaction of claims for said material and labor.

Section 4.16 Lien Law

The attention of the Contractor is specifically called to the provisions of the Lien Law of the State of New York, wherein funds received by a Contractor for a public improvement are declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

Section 4.17 Substitution of Securities for Retainage

Any time after 50 percent of all the work has been completed, the University, if the progress and performance of the work is satisfactory to it, on request of the Contractor, will allow the Contractor to withdraw up to 50 percent of the aforesaid amount retained by the University by depositing with the Comptroller of the State of New York government securities, of the type and kind specified in Section 139 of the State Finance Law, having a market value not exceeding par, at the time of deposit, equal to the amount so withdrawn. The Comptroller of the State of New York shall, from time to time, collect all interest or income on the obligations so deposited, and shall pay the same, when and as collected, to the Contractor. If the deposit is in the form of coupon bonds, the coupons as they respectively become due shall be delivered to the Contractor; provided, however, that the Contractor shall not be entitled to interest or coupons or income on any of the deposited securities, the proceeds of which have or will be used or applied by the University. In the event that the Contractor does not, in accordance with the terms and provisions of the Contract, comply with and fulfill all of its obligations and responsibilities thereunder, the Comptroller of the State of New York shall have the right to sell, assign, transfer or otherwise dispose of the aforesaid securities and the University shall have the right to use and apply all or any part of the monies obtained by the Comptroller of the State of New York from such a sale, assignment, transfer or disposition or from the collection of interest or income from said securities to the performance and fulfillment of said obligations and responsibilities. Notwithstanding the foregoing, when the University makes a payment under Section 4.10 (3) of the Agreement, it will return to the Contractor, as part of such payment, its substituted securities, and thereafter all retention of the University shall be in funds and not in substituted securities.

Section 4.18 Final Payment

Upon acceptance of all the work, except for the Contractor's guarantee obligations under Section 2.25 of the Agreement and the Contractor's guarantee obligations under any provision of the Specifications, the contractor shall prepare and submit to the University and the Consultant, for their approval, a final application for payment, which the University, within thirty (30) days after its approval of the same, shall pay. Such application

and payment shall be in an amount equal to 100 percent of the Contract consideration, excluding the Contractor's guarantee obligations (reference Section 4.08), less:

- a. All previous payments by the University to the Contractor;
- b. All deductions authorized to be made by the University under the Contract; and
- c. An amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

Section 4.19 Acceptance of Final Payment

- (1) The acceptance by the Contractor, or by anyone claiming by or through it, of the final payment shall, except with respect to the amount retained by the University pursuant to the provisions of subdivisions b and c of Section 4.18 of the Agreement, constitute and operate as a release to the University from any and all claims of any liability for anything theretofore done or furnished for or relating to or arising out of the work covered by the Contract and for any prior act, neglect or default on the part of the University or any of its trustees, officers, agents or employees in connection therewith.
- (2) Should the Contractor refuse to accept the final payment as tendered by the University or should the Contractor refuse to execute the final application for payment without protest and without reserving any rights or claims against the University, it shall constitute a waiver of any right to interest on the amount of the payment so tendered and/or on the amount set forth in said final application for payment.

Section 4.20 Guarantee Payment

- (1) Subject to the provisions of the second paragraph of this Section, at the expiration of one (1) year after the University has accepted all the work covered by the Contract, the Contractor shall prepare and submit to the University and the Consultant, for their approval, a guarantee application for payment, which the University, within thirty (30) days after its approval of the same, shall pay. Such application and payment shall be in an amount equal to the monies retained by the University for the Contractor's guarantee obligations under the Agreement, less any monies deducted by the University under this Section. The Contractor shall not be entitled to any interest on the monies retained by the University pursuant to subdivision c of Section 4.18 of the Agreement.
- (2) In the event the Contractor does not, in accordance with the terms and provisions of the Contract, complete all corrective work or comply with and fulfill its contractual obligations, the University may use and apply all or any part of the monies retained by it to have such work or obligations performed or fulfilled by a person, firm or corporation other than the Contractor. The obligations of the Contractor, under the terms and provisions of the Contract, shall not, however, be limited to the monies retained by the University pursuant to the provisions of the Contract.
- (3) No payments may be made under this agreement for work completed more than 365 days after

{Insert Contract Closing Date}

Unless the date/duration listed on page one of this Agreement, is extended in writing by the University.

Section 4.21 Acceptance of Guarantee Payment

The acceptance by the Contractor, or by anyone claiming by or through it, of the guarantee payment shall constitute and operate as a release to the University from any and all claims in connection with monies retained by the University. Should the Contractor refuse to accept the guarantee payment as tendered by the University or should the Contractor refuse to execute the guarantee application for payment without protest and without reserving any rights or claims against the University, it shall constitute a waiver of any right to interest on the amount of the payment so tendered and/or on the amount set forth in said guarantee application for payment.

Section 4.22 Contractor Limited to Money Damages

Inasmuch as the Contractor can be compensated adequately by money damages for any breach of the Contract which may be committed by the University, the Contractor agrees that no default, act or omission of the University shall constitute a material breach of the Contract entitling it to cancel or rescind the same or to suspend or abandon performance thereof; and it hereby waives any and all rights and remedies to which it might otherwise be or become entitled to because of any wrongful act or omission of the University or its representatives, saving only its right to money damages.

Section 4.23 No Estoppel or Waiver

- (1) The University shall not be precluded or estopped by any inspection, acceptance, application for payment or payment, final or otherwise, issued or made under the Contract or otherwise issued or made by it, the Consultant, or any trustee, officer, agent or employee of the University, from showing at any time the true amount and character of the work performed, or from showing that any such inspection, acceptance, application for payment or payment is incorrect or was improperly issued or made; and the University shall not be precluded or estopped, notwithstanding any such inspection, acceptance, application for payment or payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on its part to comply strictly with the Contract and any monies which may be paid to it or for its account in excess of those to which it is lawfully entitled.
- (2) Neither the acceptance of all or any part of the work covered by the Contract; nor any payment therefore; nor any order or application for payment issued under the Contract or otherwise issued by the University, the Consultant, or any trustee, officer, agent or employee of the University; nor any permission or direction to continue with the performance of the Contract before or after its specified completion date; nor any performance by the University of any of the Contractor's duties or obligations; nor any aid lent to the Contractor by the University in its performance of such duties or obligations; nor any delay or omission by the University to exercise any right or remedy accruing to it under the

terms of the Contract or existing at law or in equity or by statute or otherwise; nor any other thing done or omitted to be done by the University, its trustees, officers, agents or employees; shall be deemed to be a release to the Contractor or its sureties from any obligations, liabilities or undertakings in connection with the Contract or the Performance Bond or a waiver of any provision of the Contract or of any rights or remedies to which the University may be entitled because of any breach thereof, excepting only a written instrument expressly providing for such release or waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the Contract, because of any breach hereof, shall be deemed a waiver of any money damages to which the University may be entitled because of such breach. No waiver by the University of any breach of the Contract shall be deemed to be a waiver of any other or any subsequent breach.

Section 4.24 Limitation of Actions

- (1) No action or proceeding shall be maintained by the Contractor, or anyone claiming under or through the Contractor, against the University, or its trustees, officers, agents or employees, upon any claim arising out of or based upon the Contract or any breach thereof or by reason of any act or omission or requirement of the University, or its trustees, officers agents or employees, unless:
 - a. Such action or proceeding is instituted in the Court of Claims for the State of New York;
 - b. The Contractor or the person claiming under or through it shall have strictly complied with all requirements relating to the giving of notices and information with respect to such claims; and
 - c. Such action or proceeding shall be commenced within one (1) year after the submission to the University of the final application for payment or, if the claim is based upon monies required to be retained for any period after the date of the final application for payment, such action is commenced within six (6) months after such monies become due and payable under the terms of the Contract; or
 - d. If the Contract is terminated or the Contractor declared in default by the University, such action is commenced within six (6) months after the date of such termination or declaration of default by the University.
- (2) Notwithstanding anything in the laws of the State of New York to the contrary, the Contractor, or anyone claiming under or through the Contractor, shall not be entitled to any additional time to begin anew any other action if an action commenced within the times herein specified is dismissed or discontinued for any reason whatsoever.

ARTICLE V

Protection of Rights and Property

Section 5.01 Accidents and Accident Prevention

The Contractor shall at all times take reasonable precautions for the safety of persons engaged in the performance of the work. The Contractor shall comply fully with all applicable provisions of the laws of the State of New York, OSHA, and with all valid rules and regulations adopted or promulgated by the agencies of the State of New York pursuant thereto. The Contractor's attention is specifically called to the applicable rules and regulations, codes and bulletins of the New York State Department of Labor.

Section 5.02 Adjoining Property

The Contractor shall be required to protect all the adjoining property and to repair or replace any such properties damaged or destroyed by it, its employees or subcontractors through, by reason of or as a result of activities under, for or related to the Contract.

Section 5.03 Emergencies

- (1) In case of an emergency which threatens loss or injury to persons or property, the Contractor will be allowed to act, without previous instructions from the Consultant or the University, in a diligent manner, to the extent required to avoid or limit such loss or injury, and it shall notify the Consultant and the University immediately thereafter of the action taken by it and of such emergency. Where the Contractor has not taken action but has notified the Consultant or the University of an emergency which threatens loss or injury to persons or property, it shall act in accordance with the instructions and/or authorization by the Consultant or the University.
- (2) In the event that the Contractor performs extra work in accordance with the preceding paragraph, it will be compensated therefore in accordance with the provisions of Section 4.02.

Section 5.04 Fire Safety

- (1) In the event that a municipal fire alarm box is not located within 300 feet from the site of the Project, the Contractor will be required to provide at the site of the Project, at a location approved by the Consultant, a private unlisted telephone reserved for fire calls only. The phone must be in addition to regular business phones and a rule prohibiting its use for purposes other than alarm for fire or other emergencies must be strictly enforced. The phone itself should be colored red and be located at a point quickly available to all employees, including watchmen. Clear instructions for the sending of a fire alarm should be conspicuously posted by the phone and all personnel customarily at work near the phone shall be acquainted with the procedure. If such a phone is required, the Contractor, at its sole cost and expense, must provide the same from the time the University first approves the Contract breakdown to be submitted by the Contractor pursuant to the provisions of Section 4.08 up until the time the University accepts all the work covered by the Contract.
- (2) All solid fuel salamanders and U. L. approved heaters used by the Contractor or any of its subcontractors shall be arranged in a standard manner. All other salamanders used by the Contractor or any of its subcontractors shall require constant attendance of competent persons on each floor where in use.
- (3) All temporary fabric used by the Contractor or any of its subcontractors for curtains or awnings shall be either non-combustible or flame retarded so that it will not burn or propagate flame.

Section 5.05 Risks Assumed by Contractor

- (1) The Contractor solely assumes the following distinct several risks whether they arise from acts or omissions (whether negligent or not and whether supervisory or otherwise) of the Contractor, of the University, of third persons or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the prosecution of the work covered by the Contract, whether such risks are within or beyond the control of the Contractor and whether such risks involve a legal duty, primary or otherwise, imposed upon the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York or the State University of New York, excepting only risks which arise from defects in maps, plans, designs or Specifications prepared, acquired or used by the Consultant or the University, from the negligence of the University, its agents or employees or from affirmative acts of the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York or the State University of New York or their trustees, officers, agents or employees committed with intent to cause the loss, damage and injuries herein below set forth:
 - a. The risk of loss or damage, direct or indirect, to the work covered by the Contract or to any plant, equipment, tools, materials or property furnished, used, installed or received by the University or by the Contractor or any subcontractor, materialman or worker performing services or furnishing materials for the work covered hereunder.

The Contractor shall bear such risk of loss or damage until the work covered by the Contract has been fully accepted by the University or until completion of removal of such plant, equipment, tools, materials or property from the construction site and the vicinity thereof, whichever event occurs last. In the event of such loss or damage, the Contractor shall forthwith repair, replace and/or make good any such loss or damage without cost to the University.
 - b. The risk of claims, just or unjust, by third persons against the Contractor, the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York, or the State University of New York on account of wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising or alleged to arise out of or as a result of or in connection with the performance by the Contractor of the work covered by the Contract (whether actually caused by or resulting from the performance of the Contract) or out of or in connection with the Contractor's operations or presence at or in the vicinity of the construction site. The Contractor shall bear such risk for all such deaths, injuries, damages or losses sustained or alleged to have been sustained prior to the final acceptance by the University of all work covered by the Contract. The Contractor shall also bear the risk of claims for wrongful death occurring subsequent to said final acceptance provided such death is caused, contributed to or is a consequence of bodily injuries sustained or alleged to have been sustained prior to said final acceptance.
- (2) The Contractor shall indemnify and save harmless the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York and the State University of New York, their trustees, officers, agents or employees against all claims described above and for all costs and expenses incurred by them in the defense, settlement or satisfaction thereof, including attorneys' fees and court costs. If so directed, the Contractor shall at its own expense defend against such claims, in which event it shall not, without obtaining express advance permission from Counsel of the University, raise any defense involving in any way jurisdiction of the tribunal over the University, governmental nature of the University or the provisions of any statutes respecting suits against the University.
- (3) Neither the University's final acceptance of the work to be performed hereunder nor the making of any payment shall release the Contractor from its obligations under this Section. The enumeration elsewhere in the Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

Section 5.06 Insurance

- (1) General Requirements
 - a. Prior to the commencement of the work to be performed by the Contractor, the Contractor shall procure at its sole cost and expense, and maintain in force at all times during this Agreement until Final Payment and as further required by the contract, policies of insurance as herein set forth below. All insurance shall be written by insurance carriers approved by the University licensed to do business in the State of New York ("admitted" carriers), and rated at least "A-" by A.M. Best Company.
 - b. Prior to the commencement of the work, the Contractor shall submit to the University, certificates of insurance, in a form acceptable to the University, showing evidence of compliance with all insurance requirements contained in this Agreement. Certificates of Insurance (with the exception of Workers' Compensation and Disability) must be provided on an ACORD 25 Certificate of Insurance, or an equivalent form. Certificates of Insurance shall disclose any deductible, self insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract; specify the additional insureds and named insureds as required herein; and be signed by an authorized representative of the insurance carrier or producer. Deductibles or self-insured retentions above \$25,000 are subject to approval by the University and additional security may be required. Certificates shall reference the Contract number. Only original documents will be accepted.
 - c. All insurance shall provide that the required coverage apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the University for any claim arising from the Contractor's work under this Agreement, or as a result of Contractor's activities. Any other insurance maintained by the University shall be in excess of and shall not contribute with the Contractor's insurance, regardless of the "other insurance" clause contained in the University's own policy of insurance. A copy of the endorsement reflecting this requirement may be requested by the University.
 - d. Not less than thirty days prior to the expiration date or renewal date, the Contractor shall supply the University with updated replacement certificates of insurance and endorsements. The Contractor shall advise the University of any letter or notification that cancels, materially changes, or non- renews the policy and Contractor shall require the insurance carrier(s) to copy the University on any letter or notification that cancels, materially changes, or non- renews the policy. If, at any time during the period of the Agreement, insurance as required is not in effect, or proof thereof is not provided to the University, the University

shall have the options to (i) direct the Contractor to stop work with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an event of default under Section 2.26 of the Agreement. At any time the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Agreement the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the University. Any delay or time lost as a result of the Contractor not having insurance required by the Agreement shall not give rise to a delay claim or any other claim against the University. If required by the University, Contractor shall deliver to the University within forty-five (45) days of such request, a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.

- e. Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on those entities, as applicable. Required insurance limits should be determined commensurate with the work of the subcontractor. Contractor shall keep the subcontractor certificates of insurance on file and produce them upon the demand of the University.
- f. The aggregate insurance limits set forth herein shall apply separately to each contract for which a certificate of insurance and/or policy is issued.
- g. Unless otherwise agreed to in writing by the University, policies must be endorsed to provide that there shall be no right of subrogation against the University. To the extent that any of the policies of insurance prohibit such a waiver of subrogation, Contractor shall secure the necessary permission to make this waiver.
- h. Except as otherwise specifically provided herein or agreed in writing, policies must be written on an occurrence basis. The insurance policy(ies) shall name the State University Construction Fund, State University of New York, State of New York, its officers, agents, and employees as additional insureds thereunder. The additional insured requirement does not apply to Workers' Compensation or Disability coverage. Include ISO Endorsement CG 20 10 11 85 or its equivalent.

(2) Specific Coverage and Limits

The Contractor shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of the contract, or as required by law, whichever is greater. The Commercial General Liability policy, and any umbrella/excess policies used to meet the "Each occurrence" limits specified below, must be endorsed to be primary with respects to the coverage afforded the Additional Insureds.

- a. Commercial General Liability Insurance. A Commercial General Liability insurance policy with coverage that shall include, but not be limited to coverage for bodily injury, property damage, personal/advertising injury, premises liability, independent contractors, blanket contractual liability including tort liability of another assumed in contract, liability arising from all work and operations under this Agreement, defense and indemnification obligations, including those assumed under contract, cross liability coverage for additional insureds, products/completed operations for a term no less than three years commencing upon acceptance of the work, explosion, collapse, and underground hazards, contractor means and methods, and liability resulting from Section 240 or Section 241 of the NYS Labor Law. The limits under such policy shall not be less than \$2,000,000 each occurrence; \$2,000,000 general aggregate; and products/completed operations with an aggregate limit of \$2,000,000.
- b. Workers Compensation and Disability Benefits as required by New York State for the life of this Agreement for the benefit of employees required to be covered by the New York State Workers Compensation Law and the New York State Disability Benefits Law. Evidence of coverage must be provided on forms specified by the Chairman of the Workers Compensation Board.
- c. Comprehensive Business Automobile Liability Insurance. A policy with a combined single limit for bodily injury and property damage of no less than \$1,000,000 covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired, and non owned vehicles bearing, or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear license plates and shall name the State of New York, State University of New York, and the State University Construction Fund as additional insureds. If the contract involves the removal of hazardous waste from the project site or otherwise transporting hazardous materials, pollution liability coverage for covered autos shall be provided by form CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached.
- d. Umbrella and Excess Liability. When the limits of the Commercial General Liability, Auto, and/or Employers Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary, provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary. Any insurance maintained by the University or additional insured shall be considered excess of and shall not contribute with any other insurance procured or maintained by the Contractor including primary, umbrella and excess liability regardless of the "other insurance" clause contained in either party's policy.
- e. Owner's Protective Liability Insurance. A policy issued to and covering the liability for damages imposed by law upon the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York and The State University of New York, its trustees, officers, agents and employees, , with respect to all operations under this Contract by the Contractor and its subcontractors, and/or their interest in the Project and the property upon which work under the Contract is to be performed, including in such coverage any omissions and supervisory acts of the State University Construction Fund, the Dormitory Authority and the State University of New York, its trustees, officers, agents and employees. The State University of New York shall be the named insured in the OCP Policy. OCP policy limits shall be no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- f. Asbestos Abatement Insurance. A liability insurance policy issued to and covering the liability, of the Contractor and/or subcontractor engaged in the removal, handling or wrapping of asbestos, if any of such work is to be performed under the Contract, for bodily injury, illness, sickness or property damage caused by exposure to asbestos in an amount not less than

\$1,000,000 per occurrence and \$2,000,000 aggregate. The Contractor and/or its aforesaid subcontractor shall either obtain an endorsement to the aforesaid required insurance policy adding the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York and the State University of New York, their trustees, officers, agents or employees, as additional parties insured thereunder or shall obtain a separate owner's protective liability insurance policy for such parties with coverage similar to that required by the first sentence of this subdivision. In addition, any Contractor or subcontractor engaged in the removal, handling, or wrapping of asbestos shall, to the fullest extent permitted by law, hold harmless and indemnify the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York and the State University of New York, their trustees, officers, agents or employees, for any claims or liabilities in connection with illness or sickness arising from work performed, not performed, or which should have been performed. The Contractor shall have said hold-harmless and indemnification conditions stipulated in all Contracts with subcontractors.

Section 5.07 Builder's Risk Insurance

- (1) The Contractor shall procure and maintain, at its own cost and expense, until final acceptance of all work covered by this Contract or until the Project has been turned over for use by the State University of New York, whichever event occurs earlier, a builder's risk insurance policy covering all risks, with fire, extended coverage, vandalism and malicious mischief coverage. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by operation of any law, ordinance, or regulation, and property of the State held in their care, custody and/or control.
- (2) The policy shall be in an amount equal to the Project's insurable value, i.e., the Contract consideration less the cost of the Contractor's Performance and Labor and Material Bonds; the cost of trees, shrubbery, lawn grass, plants and the maintenance of the same; the cost of demolition; the cost of excavation; the cost of foundations, piers or other supports which are below the undersurface of the lowest basement floor, or where there is no basement, which are below the surface of the ground, concrete and masonry work; the cost of underground flues, pipes or wiring; the cost of earthmoving, grading and the cost of paving, roads, walks, parking lots or athletic fields; and the cost of bridges, tunnels, dams, piers, wharves, docks, retaining walls and radio and/or television towers and antennas.
- (3) The policy may contain a provision for a \$500 deductible for each loss to a Project having an insurable value of less than \$1,500,000 and a \$1,000 deductible for each loss to a Project having an insurable value of \$1,500,000 or more.
- (4) The Builders' Risk policy shall contain an endorsement to provide that The State of New York, The University, the Contractor and its subcontractors shall be named as loss payee for the Work in order of precedence, as their interests may appear in said policy.
- (5) The Builders' Risk policy shall contain an endorsement to provide that in the event the loss occurs at an occupied facility, occupancy shall be permitted without the consent of the insurance company.
- (6) The Contractor shall have the sole responsibility to promptly report any loss to the insurer and/or its representatives and to furnish the latter with all necessary details relating to the occurrence of the loss and the amount thereof. The University, the Contractor and all subcontractors of the Contractor waive all rights, each against the others, for damages caused by fire or other perils covered by insurance provided under the terms of this Section, except such rights as they may have to the proceeds of insurance received; provided, however, this waiver shall not apply to any manufacturer, supplier or similar agent under any guarantee or warranty.
- (7) The Contractor shall not violate or permit to be violated any condition of such policy and shall at all times satisfy the fire safety requirements of the University and the insurance company issuing the same.
- (8) The procurement and maintenance of said policy shall in no way be construed or be deemed to relieve the Contractor from any of the obligations and risks imposed upon it by this Contract or to be a limitation on the nature or extent of such obligations and risks.
- (9) Not less than thirty days prior to the expiration date or renewal date, the Contractor shall supply the University with an updated replacement certificate of insurance and endorsements. The Contractor shall advise the University of any letter or notification that cancels, materially changes, or non- renews the policy and Contractor shall require the insurance carrier(s) to copy the University on any letter or notification that cancels, materially changes, or non- renews the policy. Before the Contractor shall be entitled to have any progress payment rendered on account of the work which is to be insured pursuant to this Section, it shall furnish to the University a certificate in duplicate of the insurance herein required. Such insurance must be procured from an insurance carrier approved by the University, licensed to do business in the State of New York ("admitted" carrier), and rated at least "A-" by A.M. Best Company.
- (10) In the event that the Builders' Risk policy has been issued by a mutual insurance company, the following language shall be included: "The State University of New York is not liable for any premium or assessment under this policy of insurance. The First Named Insured is solely liable therefore."

Section 5.08 Effect of Procurement of Insurance

Neither the procurement nor the maintenance of such insurance shall in any way affect or limit the obligations, responsibilities or liabilities of the Contractor hereunder.

Section 5.09 No Third Party Rights

Nothing in the Contract shall create or give to third parties, except the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York and the State University of New York, any claim or right of action against the Contractor, the Consultant, the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York or the State University of New York beyond such as may legally exist irrespective of the Contract.

ARTICLE VI

Affirmative Action

The State University's requirements for affirmative action are set forth in "Exhibit A-1" which is attached hereto and made a part hereof, and shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and, in the event any such provision is not inserted or is not correctly inserted, then, upon the application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE VII

Provisions Required by Law

Section 7.01 Provisions Deemed Inserted

Each and every provision required by law to be inserted in the Contract, including, but not limited to, the provisions set forth in Exhibit "A" which is attached hereto and made a part hereof, shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and, in the event any such provision is not inserted or is not correctly inserted, then, upon the application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

Section 7.02 Entire Agreement

This Agreement consists of 1) the IFB; 2) the contractor's proposal; and 3) Exhibits A and A-1. This Agreement supersedes all previous understandings and agreements with respect to the Project or any of the provisions thereof. No statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto.

Section 7.03 Hierarchy of Precedent

In the event of any controversy regarding the provisions of this Agreement, the terms of Exhibits A and A1 shall take precedence followed by this Agreement, the IFB and the contractor's proposal.

Section 7.04 Wage Rates

The Contractor shall post the appropriate prevailing wage schedules in a conspicuous place at the construction site. The Department of Labor shall provide the Contractor with posters relating to prevailing wage rates and the same shall be displayed by the Contractor in a conspicuous place at the construction site. The Contractor shall also distribute wallet cards, to be provided by the Department of Labor, to all workers engaged at the construction site containing information relating to wage rates and telephone numbers to call if a worker believes his or her rights are being violated. The Contractor shall provide each worker with a written notice, informing them of the applicable prevailing wage requirements, and the Contractor must obtain a signed statement or declaration from such worker attesting to the fact that he or she has been given this information. Further, the Contractor is required to keep certified copies of its payrolls at the construction site.

Section 7.05 Contractor Responsibility

(a) *General Responsibility.* The Contractor shall at all times during the term of this Agreement remain responsible. The Contractor agrees, if requested by the SUNY Chancellor or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. (b) *Suspension of Work for Non-Responsibility.* The SUNY Chancellor, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement at any time when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Activity under this Agreement may resume at such time as the SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance under the Agreement. (c) *Termination for Non-Responsibility.* Upon written notice to the Contractor and a reasonable opportunity to be heard with appropriate SUNY officials or staff, this Agreement may be terminated by the SUNY Chancellor or his or her designee at the Contractor's expense, where the Contractor is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

Section 7.06 – Governing Law

This Agreement shall be governed, construed and enforced in accordance with the laws of New York State, excluding New York State's choice of law principles, and all claims relating to or arising out of this Agreement or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York State, excluding the New York choice of law principles. Consultant agrees to submit itself to such courts' jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Agency Certification: "In addition to the acceptance of this Contract, it is certified that an originally executed copy of this signature page will be attached to an exact copy of the Contract Documents, and forwarded to the Contractor".

STATE UNIVERSITY OF NEW YORK

By: _____ Date ____/____/____ Agency Code **28260**
(campus official)

CONTRACTOR

(If Corporation, Affix Seal)

By: _____ Date ____/____/____

(If Corporation, Affix Seal)

ACKNOWLEDGMENTS
(ACKNOWLEDGMENT BY AN INDIVIDUAL)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 20_____, before me personally came

_____, to me known and known to me to be the person(s) described in and
who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

(ACKNOWLEDGMENT BY A PARTNERSHIP)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 20_____, before me personally
came _____

_____, to me known and known to me to be the person who executed the above instrument,

who, being duly sworn by me, did for themself depose and say that they are a member of the firm of _____

_____, consisting of themself and

_____, that he/she executed the foregoing instrument in the firm name _____

_____, and that he/she had authority to sign the same, and that he/she did duly
acknowledge to me that he/she executed the same as the act and deed of the aforementioned firm for the purposes mentioned therein.

Notary Public

(ACKNOWLEDGMENT BY A CORPORATION)

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 20_____, before me personally
came _____

_____, to me known, who, being duly sworn, did depose and say that he/she reside in
_____; that he/she is the

of the _____, the corporation described in and
which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument was such
corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he/she signed their name thereto by
like order.

Notary Public

Attach Exhibit A and Exhibit A-1

SCHEDULE I

The following Unit Prices shall apply for additional work authorized by Change Order:

UNIT PRICES

<u>Description of Unit Price</u>	<u>Amount of Unit Price</u>
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None	
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The total bid includes the following Allowances:

ALLOWANCES

None

TECHNICAL SPECIFICATIONS
Purchase College
State University of New York
Description of Work
Project SU-02.2019

SECTION A - Description of Work

1) Work to be Completed:

- a) The work to be done under the Contract, in accordance with the Contract Documents, consists of performing, supplying all materials, equipment, labor and incidentals necessary or convenient for the completion of Project Number SU-031819, titled Campus Roadways Rehabilitation Project and carry out all of the duties and obligations imposed upon the Contractor by the Contract Documents.
- b) Work shall include the items listed below and those notes on the attached drawings RE-1 and RE-2, but is not necessarily limited to:
 - i) All granite curbing and other type of curbing shall remain, undisturbed. Any curbing disturbed or damaged during demolition or construction, shall be reset and or replaced by the awarded contractor at his his/her cost. Also any existing curbing within the project scope that is loose or missing shall be reinstalled and or provided by the awarded contractor.
 - ii) Asphalt work shall be performed from curb to curb.
 - iii) All dimensions are approximate. Contractor shall verify all dimensions in field and report any discrepancies to the SUNY Purchase project manager. Dimensions shown are intended to represent an area of work and approximate length.
 - iv) All asphalt areas to be cut shall be cut using an appropriate saw and edges must be clean and square. New asphalt shall be feathered to match the height of any existing asphalt and storm drains as required.
 - v) Contractor shall remove and discard, at their sole expense, all existing top course of asphalt and other debris.
 - vi) All existing base material shall be reviewed and or tested by the contractor to ensure it meets design criteria for new 2 ½" thick asphalt top course per NYSDOT standards. Contractor to provide acceptable base as required.
 - vii) All new roadway asphalt shall be 2 ½" thick and installed in accordance with NYSDOT guidelines. See detail SD-1 on drawing RE-1 for additional information.
 - viii) All new roadway asphalt shall be 2 ½" thick and installed in accordance with NYSDOT guidelines. See drawing RE-1 for additional information.
 - ix) All new walkway asphalt shall be 1½" thick and installed in accordance with NYSDOT guidelines. See drawing RE-1 for additional information.
 - x) Contractor shall review entire project and submit a detailed phasing schedule based on the campus guidelines, timelines and activities provided by SUNY Purchase.
 - xi) All striping shall conform to NYSDOT and ADA guidelines as required. Contractor shall ensure new asphalt is installed to provide adequate drainage to existing storm drains unless otherwise noted. Contractor shall make engineering suggestions to correct any severe areas of water ponding. Recommendations shall include but not limited to, additional piping, pools and swales. Contractor shall submit a detailed proposal for all suggestions. SUNY Purchase may elect to issue a change order for what they deem minor additional work or create a separate project for larger scale changes.
 - xii) Contractor shall remove all existing speed bumps and replace with new speed bumps similar to detail SD-2 or equal, on attached drawing RE-1.
 - xiii) Due to the numerous amount of other campus projects going on simultaneously this summer, it is imperative that the awarded contractor coordinate and work with other contractors, SUNY Facilities and SUNY Campus Police teams.
 - xiv) Contractor shall coordinate with 811 before any excavating is done (f applicable).
 - xv) Preparation of sub-grade to include saw cutting, fine grading, compaction and proof-rolling, as required based on the contractors prior assessment of the existing conditions.

- xvi) All formwork, finishing, curing and testing necessary and required for the installation of pavements, as required.
- xvii) Raise all utility covers, manholes, catch basin frames and grates to meet final grade, as required.
- xviii) A mill dropping area will be designated by the campus Project Manager. At the end of the project, the awarded contractor shall thoroughly clean and sweep the mill dropping area, as well as provide top soil and seed (if mill dropping area is designated to be in an existing grass area).
- xix) Alt. #1 Installation of granite curbing along Lincoln Ave – See sheets RE-1 & RE-2
- xx) Alt. #2 - Installation new ADA parking area at entrance to Boundless Adventures – See sheets RE-1 & RE-2
- c) Pavement Materials for Roadways:
 - i) 2-1/2 inches Asphalt Top Course maximum top course, NYSDOT Type 6.
 - ii) NYSDOT type 4 Subbase Course, as required.
- d) Pavement Materials for Walkways:
 - i) 1-1/2 inches Asphalt Top Course maximum top course, NYSDOT Type 6.
 - ii) NYSDOT type 4 Subbase Course, as required.
- e)
- f) Asphalt Pavement full depth 2-1/2" (see drawing RE-1 for locations and areas)

SECTION B – Special Conditions

1) Clean-Up

- a) Periodic Cleaning: The Contractor shall at all times during the progress of the work keep the Site free from accumulation of waste matter or rubbish and shall confine its apparatus, materials and operations of its workmen to limits prescribed by law or by the Contract Limit Lines, except as the latter may be extended with the approval of the College. Cleaning of the area to be paved, must be performed daily and removal of waste matter or rubbish must be performed at least once a week.
- b) Final Clean Up: Upon completion of the work covered by the Contract, the Contractor shall leave the completed project ready for use without the need of further cleaning of any kind and with all work in new condition and perfect order. In addition, upon completion of all work, the Contractor shall remove from the vicinity of the work and from the property owned or occupied by the State of New York, the State University of New York or the College, all plant, buildings, rubbish, unused materials, concrete forms and other materials belonging to it or used under its direction during construction or impairing the use or appearance of the property and shall restore such areas affected by the work to their original condition, and, in the event of its failure to do so, the same shall be removed by the University at the expense of the Contractor, and it and its surety shall be liable therefor.
- c) Salvage of Materials: Remove and legally dispose of all debris and other materials resulting from the work off site of the College.

2) Field Meetings

- a) Periodic job meetings will be scheduled by the College and the Contractor during the course of construction. The Contractor, and, upon request of the College, its principal subcontractors and manufacturer's representatives, shall attend such meetings and be prepared to furnish answers to questions on progress, workmanship, or any other subject on which the College might reasonably require information.

3) Conducting Work

- a) All work is to be conducted in such a manner as to cause a minimum degree of interference with the College's operation and academic schedule.
- b) No construction work will start in any area until the Contractor has all the required materials on-site.
- c) The Contractor and its employees shall comply with College regulations governing conduct, access to the premises, and operation of equipment.

4) Safety and Protective Facilities

- a) The Contractor shall provide the necessary safeguards to prevent accidents, to avoid all necessary hazards and protect the public, the Staff, students, the work and property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.

- b) The Contractor shall erect, maintain and remove appropriate barriers or other devices, including mechanical ventilation systems, as required by the conditions of the work for the protection of users of the project area, the protection of the work being done, or the containment of dust and debris. All such barriers or devices shall be provided in conformance with all applicable codes, laws and regulations, including OSHA and National Fire Prevention Association latest addition, for safeguarding of structures during construction.

- c) Contractor to provide traffic control at all times during and after work if needed. Flagmen are necessary during work.

5) **Protection of Existing Structures, Vegetation and Utilities**

- a) The Contractor, during the course of its work, shall not damage any buildings, structures and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, drains and electric power and lighting and telephone cables, lawns, curbs, plants and other improvements. Any damage resulting from the Contractor's operations shall be repaired or replaced at its expense.

6) **Wage Rates and Supplements**

- a) The following are the rates of wages and supplements determined by the Industrial Commissioner of the State of New York as prevailing in the locality of the site at which the work will be performed: see attached.

Contractors shall comply with applicable federal, state, and local regulations regarding health, safety, and environment, in addition but not limited to OSHA 1910 and OSHA 1926. Contractors must ensure (and be able to produce documentation) that all contract personnel have received applicable safety training.

Access: Contractors are only permitted access to their designated work area. Weekend or evening work must be cleared through Purchase College project managers. The work area must be secured at the end of each day and the designated project manager be notified.

Aerial Lifts: Contractors shall provide safety barricades to ensure the area around the lift is clear of personnel and equipment. In aerial lifts, a full body harness shall be worn with a lanyard attached to an approved anchorage on the boom or basket. For elevated work platforms, fall protection is required when the manufacturer has provided a designated anchorage point.

Asbestos / Lead: Due to the age of buildings on the campus, asbestos and lead may be present. Pre-task planning is essential to determine if work planned will disturb asbestos or lead. Any activity involving asbestos or lead shall only be performed by licensed, qualified contractors. If asbestos is damaged or if damaged asbestos is encountered, work in the area shall stop immediately.

Campus Parking: Campus parking regulations will be strictly enforced. Contractors have the option of purchasing a parking permit from _____ or requesting a

daily parking pass for their vehicles. Unless loading and unloading, violators may be subject to fines and/or towing. Parking is not allowed in fire zones, in handicapped areas, on hash marks, or in any unauthorized area. **Vehicles must not be driven on patio pavers in the plaza area.**

Chemical Safety: Before work begins, the contractor shall inform the project manager of any chemicals that will be used and will maintain Safety Data Sheets (SDS) on site for those chemicals. The EHS department may request a review of chemical use. SDS' for campus chemicals are available by contacting the EHS department.

Dust / Noise / Odors: Contractors shall perform all work in a manner that will minimize the production and migration of dust, noise, and odors into adjacent areas that are by nature sensitive. These areas include but are not limited to: occupied areas; mechanical / electrical rooms; battery rooms; HVAC air intakes and food service areas. Activities which may produce airborne dust shall not be initiated until affected smoke detectors are protected and **building alarm systems are set to "local/test" mode as needed.**

Emergency Equipment: Contractors shall supply all emergency/safety equipment required for their project. Any proposed movement of, relocation of, or work on the Purchase College fire alarm system, sprinkler systems, eye wash/shower stations, fire extinguishers, or first aid equipment, etc. shall be approved by Purchase College project managers.

Environmental Concerns: Purchase College is committed to environmental

affairs leadership in all activities. Contractors shall be environmentally responsible; conserve natural resources; use processes that protect the environment; use energy responsibly; and meet or exceed all applicable government requirements. Contractors must not spill, discharge, or release any chemicals, hazardous material or hazardous waste upon or from campus property.

Equipment: Contractors are required to provide the necessary equipment to complete all work. Purchase College will not provide or loan equipment such as power tools, ladders, and materials.

Evacuation: Contractors shall immediately shut down tools and/or operations and leave through the nearest exit anytime a fire alarm sounds. Move to a safe area at least 75 feet from the building and out of the traffic lanes. Remain in a safe area until instructed to return by the fire department or campus **Police**. The contractor supervisor shall account for their employees.

Fall Prevention / Fall Protection
Contractor employees shall be protected from falling by the use of guardrail systems, safety net systems, personal fall arrest systems or other approved method. Contractors and subcontractors shall indicate that they maintain a fall protection plan for work on roofs, unprotected sides or edges. Protection from falling objects shall be provided. Toe boards, nets or barricading the area below are effective.

Fire: In case of a fire, accident, chemical spill, or any other emergency, contractors shall dial campus police at (914)251-6911

and provide the type of emergency, location of the emergency, caller's name, and extension/location they are calling from.

Fire Protection Systems: Any work requiring the shutdown or compromise of fire protection systems must be approved before work begins. (Preferably 24 hours in advance)

Hot Work: EHS and Facilities Management must be notified of any job involving hot work (welding cutting, brazing, or soldering). Notification must be made in advance. Hot work activities shall not start until the EHS department or project manager issues a permit.

Ladder Use: All ladders must bear a legible manufacturer's duty rating label. Ladders must be in good condition at all times. The user shall inspect the ladder before each use. Metal ladders shall never be used near electrical hazards. Stepladders must be fully opened (with spreaders fully locked) and shall be set level. The top of all straight and extension ladders must extend at least 3 feet beyond the supporting object when the ladder is used for access to an elevated work area.

Personal Conduct: Contractor personnel shall be properly dressed for their job. Drugs, alcohol, or verbal/physical confrontations will not be tolerated. Purchase College has a "no tolerance" policy. Violators will be asked to leave the site. Contractors will refrain from using improper language while on site.

Personal Protective Equipment (PPE): Contractor management is responsible for assessing hazards and providing and ensuring that PPE is available, properly used, and properly maintained.

Protection of College Property:

Contractors are required to protect from damage all areas immediately surrounding their work area. When working during hours of operation, contractors must use their own cones, safety tape, etc. to direct flow of traffic around the work area. Exit paths are to be kept clear and free of obstructions. Floors are to be kept free of slip or trip hazards.

Smoking Policy: Purchase College is a smoke free campus. Smoking on campus is prohibited. This policy will be strictly enforced.

Stop Work Order: Purchase College will periodically check to see if contractors are in compliance with the requirements in this guide as well as any applicable safety standards. Safety, health, chemical, environmental, and security violations may result in the work being stopped until the violations are corrected. All costs associated with stopping the work will be charged to the responsible contractor.

Work in Permit-Required Confined

Spaces: Contractors planning work in any space identified as a Permit-Required Confined Space shall have prior approval of the project manager and EHS department. Contractors shall fully comply with OSHA 29 CFR1910.146. Contractors shall provide a copy of their written entry program, including entry permits and verification of appropriate training. Contractors must supply their own equipment necessary to ensure a safe entry for the duration of the work, including, but not limited to: monitoring equipment; ventilation; personal protective equipment and fall protection.



Purchase College Environmental, Health & Safety Contractor Guidelines

This guide provides an overview of requirements for working safely that must not be overlooked. It is not intended to supersede any regulatory standards.

All contractors are required to sign in and out at the Purchase College, Facilities Maintenance building each day.



1. DEFINITIONS. The following terms shall be defined in accordance with Section 310 of the Executive Law:

STATE CONTRACT herein referred to as "State Contract", shall mean: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000.00), whereby the State University of New York ("University") is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or an combination of the foregoing, to be performed for, or rendered or furnished to the University; (b) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; and (c) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University as an 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.

SUBCONTRACT herein referred to as "Subcontract", shall mean any agreement for a total expenditure in excess of \$25,000 providing for services, including non-staffing expenditures, supplies or materials of any kind between a State agency and a prime contractor, in which a portion of the prime contractor's obligation under the State contract is undertaken or assumed by a business enterprise not controlled by the prime contractor.

WOMEN-OWNED BUSINESS ENTERPRISE herein referred to as "WBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars (\$3,500,000), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

A firm owned by a minority group member who is also a woman may be certified as a minority-owned business enterprise, a women-owned business enterprise, or both, and may be counted towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, in regard to any Contract or any goal, set by an agency or authority, but such participation may not be counted towards both such goals. Such an enterprise's participation in a Contract may not be divided between the minority-owned business enterprise goal and the women-owned business enterprise goal.

MINORITY-OWNED BUSINESS ENTERPRISE herein referred to as

"MBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more minority group members; (b) an enterprise in which such minority ownership is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars (\$3,500,000.00), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

MINORITY GROUP MEMBER shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America. (d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian Subcontinent or Pacific Islands.

CERTIFIED ENTERPRISE OR BUSINESS shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.

A business enterprise which has been approved by the New York Division of Minority & Women Business Development ("DMWBD") for minority or women-owned enterprise status subsequent to verification that the business enterprise is owned, operated, and controlled by minority group members or women, and that also meets the financial requirements set forth in the regulations.

2. TERMS. The parties to the attached State Contract agree to be bound by the following provisions which are made a part hereof (the word "Contractor" herein refers to any party other than the University:

1(a) Contractor and its Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(b) Prior to the award of a State Contract, the Contractor shall submit an equal employment opportunity (EEO) policy statement to the University within the time frame established by the University.

(c) As part of the Contractor's EEO policy statement, the Contractor, as a precondition to entering into a valid and binding State Contract, shall agree to the following in the performance of the State Contract: (i) The Contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and 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; (ii) 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; (iii) At the request of the University 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, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) Form 108 - Staffing Plan To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

(e) Form 112 - Workforce Employment Utilization Report ("Workforce Report")

(i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to SUNY of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

(ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

(iii) In limited instances, Contractor

may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

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

(g) The Contractor shall include the provisions of this section in every Subcontract in such a manner that the requirements of the provisions will be binding upon each Subcontractor as to work in connection with the State Contract, including the requirement that Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal occupational categories of the

employees to be utilized on the State Contract.

(h) To ensure compliance with the requirements of this paragraph, the University shall inquire of a Contractor whether the work force to be utilized in the performance of the State Contract can be separated out from the Contractor's and/or Subcontractors' total work force and where the work of the State Contract is to be performed. For Contractors who are unable to separate the portion of their work force which will be utilized for the performance of this State Contract, Contractor shall provide reports describing its entire work force by the specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

(i) The University may require the Contractor and any Subcontractor to submit compliance reports, pursuant to the regulations relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the State Contract is executed.

(j) If a Contractor or Subcontractor does not have an existing affirmative action program, the University may provide to the Contractor or Subcontractor a model plan of an affirmative action program. Upon request, the Director of DMWBD shall provide a contracting agency with a model plan of an affirmative action program.

(k) Upon request, DMWBD shall provide the University with information on specific recruitment sources for minority group members and woman, and contracting agencies shall make such information available to Contractors

3. Contractor must provide the names, addresses and federal identification numbers of certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State Contract and a description of the Contract scope of work which the Contractor intends to structure to

increase the participation by Certified minority- and/or women-owned business enterprises on the State Contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract which the Contractor intends to be performed by a certified minority- or woman-owned business enterprise. In the event the Contractor responding to University solicitation is joint venture, teaming agreement, or other similar arrangement that includes a minority- and women owned business enterprise, the Contractor must submit for review and approval: i. the name, address, telephone number and federal identification of each partner or party to the agreement; ii. the federal identification number of the joint venture or entity established to respond to the solicitation, if applicable; iii. A copy of the joint venture, teaming or other similar arrangement which describes the percentage of interest owned by each party to the agreement and the value added by each party; iv. A copy of the mentor-protégé agreement between the parties, if applicable, and if not described in the joint venture, teaming agreement, or other similar arrangement.

4. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN. The University shall determine whether Contractor has made conscientious and active efforts to employ and utilize minority group members and women to perform this State Contract based upon an analysis of the following factors:

(a) Whether Contractor established and maintained a current list of recruitment sources for minority group members and women, and whether Contractor provided written notification to such recruitment sources that contractor had employment opportunities at the time such opportunities became available.

(b) Whether Contractor sent letters to recruiting sources, labor unions, or authorized representatives of workers with which contractor has

a collective bargaining or other agreement or understanding requesting assistance in locating minority group members and women for employment.

(c) Whether Contractor disseminated its EEO policy by including it in any advertising in the news media, and in particular, in minority and women news media.

(d) Whether Contractor has attempted to provide information concerning its EEO policy to Subcontractors with which it does business or had anticipated doing business.

(e) Whether internal procedures exist for, at a minimum, annual dissemination of the EEO policy to employees, specifically to employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. Such dissemination may occur through distribution of employee policy manuals and handbooks, annual reports, staff meetings and public postings.

(f) Whether Contractor encourages and utilizes minority group members and women employees to assist in recruiting other employees.

(g) Whether Contractor has apprentice training programs approved by the N.Y.S. Department of Labor which provides for training and hiring of minority group members and women.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor.

5. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Based upon an analysis of the following factors, the University shall determine whether Contractor has made good faith efforts to provide for meaningful participation by minority-owned and women-owned business enterprises which have been certified by DMWBD:

(a) Whether Contractor has actively solicited bids for Subcontracts from qualified

M/WBEs, including those firms listed on the Directory of Certified Minority and Women-Owned Business Enterprises, and has documented its good faith efforts towards meeting minority and women owned business enterprise utilization plans by providing, copies of solicitations, copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publications of such advertisements; dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the University, with certified minority- and women-owned business enterprises, and the reasons why any such firm was not selected to participate on the project.

(b) Whether Contractor has attempted to make project plans and specifications available to firms who are not members of associations with plan rooms and reduce fees for firms who are disadvantaged.

(c) Whether Contractor has utilized the services of organizations which provide technical assistance in connection with M/WBE participation.

(d) Whether Contractor has structured its Subcontracts so that opportunities exist to complete smaller portions of work.

(e) Whether Contractor has encouraged the formation of joint ventures, partnerships, or other similar arrangements among Subcontractors.

(f) Whether Contractor has requested the services of the Department of Economic Development (DED) to assist Subcontractors' efforts to satisfy bonding requirement.

(g) Whether Contractor has made progress payments promptly to its Subcontractors.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor. It shall be the responsibility of Contractor to

ensure compliance by every Subcontractor with these provisions.

6. MWBE Utilization Plan.

(a) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan prior to the execution of the contract.

(b) MWBE Utilization Plan (Form 7557-107).

Contractors are required to submit a Utilization Plan on Form 7557-107 with their bid or proposal. Complete the following steps to prepare the Utilization Plan:

- i. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
- ii. insert a description of the contract scope of work which the Contractor intends to structure to increase the participation by NYS Certified minority- and women-owned enterprises on the State contract;
- iii. insert the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract which the Contractor intends to be performed by a NYS Certified minority- or women-owned business; and

(c) Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and during the term of the contract must be reported on a revised MWBE Utilization Plan and submitted to the SUNY University-wide MWBE Program Office.

(d) The University will review the MWBE Utilization Plan and will issue the Contractor a written notice of acceptance or deficiency within twenty (20) day of its receipt. A notice of deficiency shall include the:

- i. list NYS Certified minority- and women-owned business enterprises which the

Contractor intends to use to perform the State contract;

- ii. name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals;

- iii. reasons why it is not an acceptable element of the Contract scope of work which the MWBE Program Office has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the Contract by MWBEs; and
- iv. other information which the MWBE Program Office determines to be relevant to the MWBE Utilization Plan.

(e) The Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the University a written remedy in response to the notice of deficiency.

- i. If the written remedy that is submitted is not timely or is found to be inadequate, the University-wide MWBE Program Office shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for partial or total waiver of MWBE participation goals on forms provided by the University-wide MWBE Program Office.

- ii. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

(f) The University may disqualify a Contractor as being non-responsive under the following circumstances:

- i. If a Contractor fails to submit a MWBE Utilization Plan;
- ii. If a Contractor fails to submit a written remedy to a notice of deficiency in a MWBE Utilization Plan;
- iii. If a Contractor fails to submit a request for waiver; or

iv. If the MWBE Program Office determines that the Contractor has failed to document Good Faith Efforts.

(g) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

(h) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, SUNY shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

7. Waivers.

(a) For Waiver Requests Contractor should use (Form 7557-114) – Waiver Request.

(b) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete the University shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(c) If University, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the University may issue a notice of deficiency to the Contractor. The contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

8. Quarterly MWBE Contractor Compliance Report.

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form 7557-114) to the University by the 5th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

9. GOALS. (a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION.

(i) The University shall include relevant work force availability data, which is provided by the DMWBD, in all documents which solicit bids for State Contracts and shall make efforts to assist Contractors in utilizing such data to determine expected levels of participation for minority group members and women on State Contracts.

(ii) Contractor shall exert good faith efforts to achieve such goals for minority and women's participation. To successfully achieve such goals, the employment of minority group members and women by Contractor must be substantially uniform during the entire term of this State Contract. In addition, Contractor should not participate in the transfer of employees from one employer or project to another for the sole purpose of achieving goals for minority and women's participation.

(b) GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION. For all State Contracts in excess of \$25,000.00 whereby the University is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or an combination of the foregoing or all State Contracts in excess of \$100,000.00 whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or

renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of Twenty Five, point Fifty One percent **(25.51%)** for Certified Minority-Owned Business Enterprises and Eight, point Eighty Six percent **(8.86%)** for Certified Women-Owned Business Enterprises.

10. ENFORCEMENT. The University will be responsible for enforcement of each Contractor's compliance with these provisions. Contractor, and each Subcontractor, shall permit the University access to its books, records and accounts for the purpose of investigating and determining whether Contractor or Subcontractor is in compliance with the requirements of Article 15-A of the Executive Law. If the University determines that a Contractor or Subcontractor may not be in compliance with these provisions, the University may make every reasonable effort to resolve the issue and assist the Contractor or Subcontractor in its efforts to comply with these provisions. If the University is unable to resolve the issue of noncompliance, the University may file a complaint with the DMWBD.

Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, remedies or enforcement proceedings as allowed by the Contract.

11. DAMAGES FOR NON COMPLIANCE.

Where the University determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay liquidated damages to the University.

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

- a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the University, Contractor shall pay such liquidated damages to the University within sixty (60) days after such damages are assessed, unless prior to the expiration of such sixtieth day, the Contractor has filed a

complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the University.

CAMPUS ROADWAYS REHABILITATION PROJECT REVISION 1

BID SHEET

BASE BID LUMP SUM TOTAL

\$

ALTERNATE 1 LUMP SUM TOTAL

\$

ALTERNATE 2 LUMP SUM TOTAL

\$

UNIT COST PER TON LAY DOWN ASPHALT

\$

UNIT COST PER TON BINDER COURSE

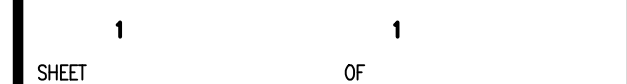
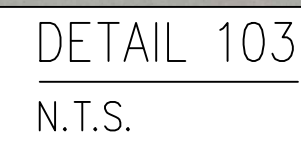
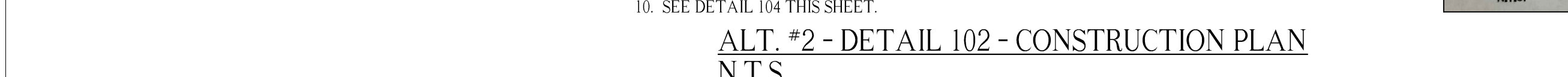
\$

UNIT COST REMOVE & RESET GRANITE CURBING

\$

UNIT COST COBBLESTONE CURBING

\$



Purchase College Project #SU-031819
Campus Roadways Rehabilitation Project

Addendum #02

April 23, 2019

1. **Change:** In the project manual Notice to Bidders, Bids will be accepted at the Purchasing & Accounts Payable Office in the Campus Center South building on the 3rd Floor.

Notice to Bidders: The State University of New York at Purchase College will receive sealed bids for project number *SU-031819* titled *Campus Roadways Rehabilitation Project* until 1p.m. local time on April 30th, 2019 at Purchasing and Accounts Payable Office, **Campus Center South 3rd Floor** ~~Administration Building~~, Purchase College, 735 Anderson Hill Road, Purchase New York 10577-1402, where such proposals will be publicly opened and read aloud . . .

2. **Change:** In section "5 Bid Calculation" of the document titled "Proposal" form, SUNY Purchase would like for each bidder to provide the additional information as stated below for the base bid and both alternates, should additional work not stated in the bid documents become necessary:

- a. **Unit Price (material & labor) for lay down asphalt---**\$_____ **per ton.**
- b. **Unit Price (material & labor) for binder course (trim and level)**
per NYSDOT Specification 402.198901-----\$_____ **per ton.**

Purchase College Solicitation # SU-031819
Campus Roadways Rehabilitation Project

Addendum #03

April 25, 2019

Questions and Answers

1. How should contractors bid on the granite curbing to keep things apples to apples?
 - a. **Granite curbing shall be bid on a unit price to include labor and material.**
2. After removing the top course of asphalt, how long can the sub base be exposed before installing the new top course of asphalt?
 - a. **Removal of existing asphalt top course shall be performed in one (1) day and new asphalt for that area must be installed the following day. We do not want the sub base to be exposed for more than one (1) day.**

Purchase College Solicitation # SU-031819
Campus Roadways Rehabilitation Project

Addendum #04

April 26, 2019

1. Provide specifications for asphalt sealant (Matl Type, Application Rate)
See attached Addendum 4 Attachment A titled "ITEM 410.20400001 – SEAL COATING ASPHALT SURFACES"
2. Provide specifications for Pavement Markings (Material Type , Application Rate)
See attached Addendum 4 Attachment B titled "Pavement Marking Material Guidelines" page 4 and Addendum 4 Attachment C titled "Epoxy Paint Line Specification".
3. Project Scope of work makes comment to full depth pavement repair, however, there are no quantities or limits of repair provided.
 - a. Refer to Sect 1.(b).vii and xiii
 - b. Suggest unit pricing:
 - i. <250 sf
 - ii. >250 sf**See Addendum 2**
4. Need detail and specifications addressing the need to repair and replace existing Cobble stone curbing. ADD: Unit Pricing
See Addendum 3
5. In order to achieve proper pitch in grade along shoulders and centerline crown, an added layer of asphalt may be needed. This is generally performed through a line item "True and Leveling", ADD: Unit price= Per Ton.
See Addendum 2
6. Speed Bumps: Existing Speed Bumps are hand laid asphalt pavement. You asked for the Speed bumps to be replaced as shown in Detail SD-2, Plan RE-1.
 - a. Please clarify if the new should be asphalt as exists OR Preformed rubber as shown in detail.**Speed bumps shall be manufactured by Post Guard model "Easy Rider Speed Bump" 8'-0" in length or equal. Easy Rider Speed Bump (or equal) shall include 2 end caps for each speed bump and associated mounting hardware. Easy Rider Speed Bump's (or equal) shall be installed per the manufacturer's specifications.**
7. Comment and discussion took place that the plans and specs were not created by a licensed architect or engineer.
 - a. If the instructions were provided by another skilled contractor in the asphalt profession, is this contractor able to bid on this project?**Project was publically posted and open to all qualified bidders.**

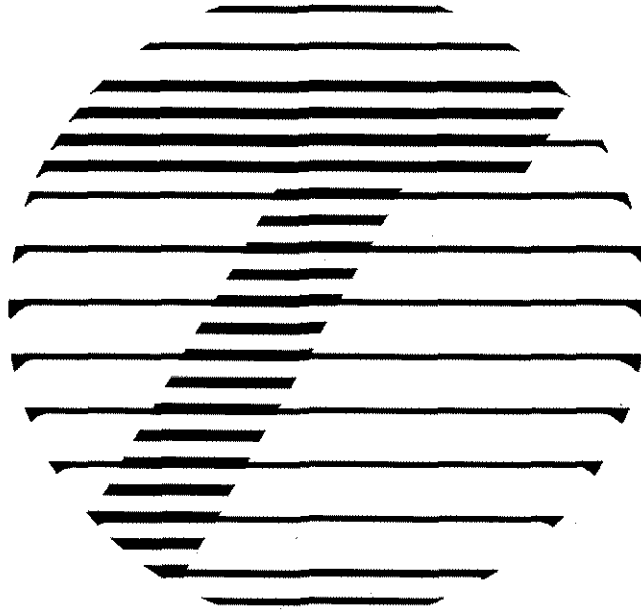
Purchase College Solicitation # SU-031819
Campus Roadways Rehabilitation Project

Addendum #04

April 26, 2019

8. Please provide engineers estimate for this project (including Alternates)
Plans and specifications were developed by SUNY Purchase Project Manager based on information obtained from the NYS DOT website.

PAVEMENT MARKING MATERIAL GUIDELINES



**NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
MATERIALS BUREAU**

May 1, 2002

7.42-2-01-02

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I. INTRODUCTION

The Department uses various types of pavement marking materials which are applied either by Regional maintenance forces or by contractors on capital construction projects. The purpose of these markings includes delineation for center lines, lane lines, and edge lines; hatch lines such as are used in medians and gore areas; and special markings (intersection markings) such as stop lines, crosswalks, arrows, words, and symbols. Pavement marking materials fall into three general categories: 1) nondurable markings, including standard reflectorized traffic paints; 2) durable markings, including epoxies, polyesters, thermoplastics, and preformed tape markings; and 3) raised snowplowable pavement markers (RSPMs). One of the Department's goals is to provide effective pavement marking on a year-round basis through effective and appropriate use of these materials.

An effective pavement marking is one that provides adequate daytime and nighttime visibility over its expected service life. For traffic paints and durable markings, effective daytime visibility is achieved when the pavement markings visually appear to be performing as originally installed in terms of color and design. Effective nighttime visibility requires that a significant portion of the light from a vehicle's headlamps is reflected back to the driver. This characteristic is called retroreflectivity. To achieve adequate retroreflectivity, reflective spheres must be present in sufficient quantities in paints and durable markings. In the case of raised snowplowable pavement markers, retroreflectivity is provided to selected portions of the highway geometry by using reflective lenses mounted in metal housings which are affixed to the pavement.

Factors which control the performance of pavement markings include traffic density, weather, material durability, surface compatibility, and proper application. Once a material is selected for an application and proper surface preparation is performed, the quality of the application must be monitored on a continual basis through proper inspection techniques. This document provides an overview of the characteristics of pavement marking materials currently used by the Department, and discusses inspection techniques to assure their proper application. It is to be expected that regional experience with these pavement markings will vary as the materials, application equipment, surface preparation, application conditions, and pavement environment vary.

II. PAVEMENT MARKING MATERIAL CATEGORIES

A. NONDURABLE PAVEMENT MARKINGS

Standard Reflectorized Pavement Marking Paints

Standard reflectorized pavement marking paint (traffic paint) is a versatile longline pavement marking material which is not considered a 'durable' marking. It is recommended for use on roadways with low traffic volume (less than 5000 AADT).

Traffic paint may also be applied on a newly constructed roadway with a traffic volume greater than 5000 AADT if epoxy or polyester markings cannot be applied before nightfall, or before the end of the working day. Epoxy or polyester may then be applied directly over the traffic paint (maximum one layer) during the same construction season or during the following construction season.

Table 1 – Traffic Paint Application Summary

Specification	Standard Specification Section 640
Recommended Use	Longline
Recommended Traffic Volume	<5000 AADT ¹
Cost per Meter (100mm width) - 0.38 mm (wet film thickness) ² - 0.51 mm (wet film thickness) - 0.75 mm (wet film thickness)	\$0.18 to \$0.53 Insufficient data Insufficient data
Service Life ³ (Yrs)	0.5 to 1.0
Application Conditions	Air $\geq 10^{\circ}\text{C}$ and rising Pavement $\geq 10^{\circ}\text{C}$ and rising
Recommended Thickness - all existing and new pcc - new acc - open graded or paver placed	0.38 mm 0.51 mm 0.75 mm
No-Track Time (Minutes)	3
Reflective Spheres	0.75 kg/ℓ

1. Other applications are appropriate as indicated above. Designers should refer to the Regional list of highways that qualify for durable pavement markings.
2. Unlike durable markings, traffic paint thicknesses diminish significantly as solvent evaporates.
3. May be reduced for some applications, refer to Appendix C.

Material Requirements. Traffic paint must comply with Federal and State air quality regulations for the emission of volatile organic compounds (VOCs). For this reason, solvent-based traffic paints are seldom used: NYSDOT predominantly uses waterborne traffic paint. The newest and most durable type of waterborne traffic paint is one that uses a fast-dry acrylic resin emulsion. This paint contains a 100% acrylic resin emulsion, prime and extender pigments, additives, and water as the solvent/emulsion agent. The paint is normally supplied in drums but it may be supplied in smaller containers (pails) for use with portable paint applicators. The inside of paint containers must be painted or lined to avoid gelling or coagulation of the paint. (Coagulation can also occur if the traffic paint freezes.)

Section 640 - Reflectorized Pavement Marking Paints are accepted based on the manufacturer's name and the brand name of the material appearing on the Department's Approved List.

Cost and Service Life. The cost of traffic paint installed on capital construction projects varies widely due to the difference in the quantities used. Based on a 100 mm width, the cost ranges from \$0.18 to \$0.53 per meter. The service life of traffic paint is 6 to 12 months depending on traffic volume, geographic location, and weather conditions at the time of application. The service life of waterborne traffic paint may be less when the application or curing temperatures are less than 10°C. This characteristic of traffic paint is of special concern late in the season when temperatures for curing will be lower following its application.

Pavement Compatibility. Traffic paint is compatible with new and aged conventional asphalt and concrete pavements. It is also compatible with many other specialty types of asphalt and concrete pavements. Appendix A includes descriptions of the different types of specialty pavements, and Appendix C indicates the compatibility of traffic paint with various surfaces.

Pavement Marking Compatibility. Traffic paint may be applied over itself or over any other type of pavement marking. However, traffic paint debonds more quickly when it is applied over durable markings (i.e. epoxy, polyester, thermoplastic, or preformed tape). *Traffic paint should not normally be applied over durable markings (longline or special markings) that are expected to be restriped with another durable marking, because the traffic paint will cause the overlying durable marking to debond.*

Surface Preparation. Loose debris and foreign contaminants should be removed prior to striping, and the pavement should be dry. Removal of pavement markings or curing compounds is not necessary. Refer to Appendix D for information on handling and waste disposal.

Application and Inspection. Traffic paint may be applied using mobile or portable application equipment, and it may be applied with either atomizing or airless striping equipment. "Wetted" parts (parts in contact with the paint) in the striping equipment must be either stainless steel, painted metal, or teflon. Waterborne paint in contact with other

types of materials may cause the paint to gel or coagulate. The wet film thickness of traffic paint should be either 0.38 mm for existing pavement surfaces and new concrete surfaces, or 0.51 mm for new asphalt pavement surfaces. For open graded or paver placed surface treatments, a wet film thickness of 0.75 mm may be required. The wet film thickness of traffic paint may be checked using the inspection procedures outlined in Appendix E. Reflective glass spheres are immediately applied to the wet paint at the rate of 0.75 kg/ℓ of paint. (See Appendix F and Appendix G.)

The ambient and pavement surface temperatures at the time of application should be a minimum 10°C and rising. Fast-dry, acrylic waterborne paint will chemically form a more durable marking when applied at warmer temperatures. A waterborne paint applied at 21°C will be more durable than a waterborne paint applied at 10°C. Fast-dry, acrylic waterborne traffic paint may be applied at ambient temperatures or heated as high as 60°C. (Refer to the manufacturer's instructions.) The main purpose of heating the material is to lower the viscosity for proper spraying. *Fast-dry acrylic waterborne paints must never be heated above 65 °C because the paint will coagulate in the painting equipment.*

The drying time of waterborne traffic paint depends on weather conditions (temperature, humidity, and wind) at the time of application. The water in these paints does not evaporate as quickly as solvents such as toluene. Ideal weather conditions for optimum drying of waterborne paint are high temperature, low humidity, and high wind velocity. Excessive paint thickness can increase the drying time. The typical no-track time under ideal conditions is 3 minutes. Coning and/or lane closures are not normally necessary but may be required if the paint is not drying properly.

Waterborne paints require time to form a durable film that will resist "washout" from a rainstorm. *Waterborne traffic paint should not be applied if rain is expected within 4 hours after paint application.*

B. DURABLE PAVEMENT MARKINGS

Three types of pavement markings used by New York State are considered 'durable' pavement markings, suitable for longline delineation: epoxy, polyester, and thermoplastic. For reasons of surface compatibility and use limitations, epoxy is the preferred material for longline (and also hatch line) pavement markings. Preformed tape pavement markings are also durable, and are the preferred materials for intersections; however, seasonal limitations or performance characteristics sometimes results in epoxy markings being used for intersections. Designers should refer to the Regional list of highways that qualify for durable striping when selecting pavement markings.

1. Epoxy Reflectorized Pavement Markings

Epoxy is a durable pavement marking which is the primary longline material used for Regional striping contracts. In addition to being used for center lines, lane lines, and edge lines, epoxy should be used for hatch lines such as in medians and gore areas.

Table 2 – Epoxy Application Summary

Specifications	Standard Specifications 685 and 727-03 Special Specification 18685.07/.08M (Wet-night Visibility Spheres)
Recommended Use	Longline, Intersections¹, Hatch
Recommended Traffic Volume	All
Cost per Meter (100mm width) ² - 0.38 mm - 0.51 mm	\$0.26 to \$0.33 Insufficient data
Service Life (Yrs) ³ - acc - pcc	2 to 3 1.5 to 2
Application Conditions	Air and Pavement $\geq 10^{\circ}\text{C}$ and rising (not damp)
Thickness - all existing and new pcc - new acc	0.38 mm 0.51 mm
No-Track Time (Minutes)	30(regular dry @ 25^o C) 60(slow dry @ 25^o C)
Reflective Spheres	2.4 kg/ℓ or 1.2 kg/ℓ Type I plus 1.2 kg/ℓ Type II

1. For frictional considerations at intersections, use standard size (or Type II) reflective spheres only, minimize width of transverse boundary lines (300 mm, max), and avoid placing ladder bars in the wheelpaths.
2. Upstate, without wet-night visibility spheres. Where/when contracts, add 30%.
3. May be reduced for some applications, refer to Appendix C.

Material Requirements. Epoxy is a two-component (Part A base and Part B hardener), 100% solids material. Part A contains epoxy resin and “prime” (high quality) pigment. The mix ratio is 2:1 by volume, Part A to Part B, respectively. Epoxy may be either a regular-dry or a slow-dry formulation.

Epoxy pavement marking material that arrives at the project site must be packaged in its original container with proper labeling that shows the manufacturer’s name and the brand name of the epoxy as it appears on the Approved List. Each component is supplied by the

epoxy manufacturer in drums or tote (storage) tanks. Quality assurance testing is performed on each lot of material, therefore, the shipping containers must have red and green metal seals signifying that the epoxy has been sampled, laboratory tested, and accepted by the Department.

Section 685 - Epoxy Reflectorized Pavement Markings (with standard size reflective glass spheres) is the primary construction specification. *Specification 727-03 White and Yellow Epoxy Reflectorized Pavement Markings* controls the materials requirements for these products. Epoxy with standard size reflective glass spheres provides good long-term dry-night reflectivity but provides only fair wet-night reflectivity due to the size of the spheres and the thickness of the epoxy. *Special Specification 18685.07/08 M - Epoxy Reflectorized Pavement Markings (Wet-night Visibility Spheres)*, which requires a combination of standard size and larger size reflective glass spheres, can provide better wet-night reflectivity. The larger reflective glass spheres used in this specification, however, are more susceptible to snowplow damage, therefore, current policy states that only Regions 8, 10, and 11 may use the larger, wet-night visibility spheres.

Epoxy pavement markings should be placed at a thickness of 0.38 mm on existing pavements and new concrete pavements, but on new asphalt pavements the required thickness is 0.51 mm.

Epoxy with standard size reflective glass spheres (Section 685) may be used as intersection markings where cool weather installation is expected or where performance problems with preformed tape makes epoxy a more suitable choice. *Epoxy with wet-night visibility spheres should not be used for intersection markings.* If epoxy is used for high-visibility, ladder bar crosswalks, the standard crosswalk design should be modified so that the epoxy ladder bars are only 0.3 m wide and are not placed in the wheelpaths (typically about 1.0 m wide). Appendix H shows a standard and a modified high-visibility, ladder bar crosswalk design.

Cost and Service Life. In general, when epoxy with standard size reflective glass spheres is used in large quantities in Regional striping contracts, the bid prices range from \$0.26 to \$0.33 per meter. The expected service lives are 2 to 3 years on conventional asphalt and 1½ to 2 years on concrete. Using the slow-dry type of epoxy may extend the service life of epoxy on concrete pavement, but the no-track times are much longer than the regular-dry formulation.

Pavement Compatibility. Epoxy is compatible with new and aged conventional asphalt and concrete pavements. It is also compatible with many other asphalt and concrete specialty pavements developed in recent years. Appendix A includes descriptions of the different types of specialty pavements and Appendix C shows when epoxy is recommended.

Pavement Marking Compatibility. Epoxy is compatible with existing epoxy markings, provided that the existing epoxy is at least one construction season old. Epoxy that is less than one construction season old which requires restriping must have a substantial amount of the reflective glass spheres in the existing surface removed to successfully bond the new epoxy marking. Epoxy is compatible when applied over thermoplastic. It is also compatible

if applied over traffic paint, provided that the epoxy is applied over a single layer of traffic paint that is applied directly to the pavement. Epoxy is not compatible with polyester pavement markings or with preformed tape. The epoxy will lose its bond to these surfaces prematurely. (Refer to Appendix C.)

Surface Preparation. *Section 635 - Cleaning and Preparation of Pavement Surfaces For Pavement Markings* should be used to remove epoxy or thermoplastic pavement markings that have a poor or marginal bond to the pavement, curing compound from concrete pavement, preformed tape and polyester pavement markings, and multiple layers of traffic paint. Prior to restriping existing epoxy with new epoxy, the adhesion of existing epoxy on concrete pavement should be evaluated by attempting to remove the epoxy with a knife blade. The bond of aged thermoplastic (8 to 10 years old) to the pavement surface also should be evaluated prior to restriping with new epoxy.

When multiple layers of epoxy (2 or more) exist, it may be necessary to remove all existing layers of epoxy before restriping if experience shows that the epoxy or the reflective glass spheres are failing prematurely.

For the repair of newly placed (same season) defective epoxy markings, *Section 685 - Epoxy Reflectorized Pavement Markings* requires that a substantial amount of the reflective glass spheres be removed from the defective epoxy marking before restriping. Also, if the defective epoxy marking is uncured, the entire thickness of uncured epoxy must be removed prior to restriping with epoxy. Loose debris and foreign contaminants should be removed. Refer to Appendix D for information on handling and waste disposal.

Application and Inspection. Epoxy longline pavement markings are applied using mobile striping equipment that has manual (hand) spraying capability for hatch lines and special (intersection) markings. An air blast gun should be mounted on the striping equipment in front of the epoxy spray guns to remove loose debris simultaneously with the epoxy striping. Ambient and pavement surface temperature requirements are a minimum 10°C and rising. Epoxy should not be applied to damp or wet pavement surfaces.

Application of epoxy pavement markings is by airless spray. Positive displacement pumps (proportioning pumps) produce high pressure (typically 10 to 14 MPa) for proper spraying and for proper mixing of the two components. The three cylinders of each proportioning pump provide the 2:1 mix ratio. The Part A and Part B components are combined in a manifold or “Y block” and then mixed in a static mixing tube just prior to spraying onto the pavement. After spraying has ceased, a solvent is used to purge the mixed epoxy. Recently, the “impingement” method has been developed for the application of epoxy. One of its advantages is that it greatly reduces or eliminates the need to use solvent to purge the spraying system of mixed epoxy. The impingement method does not use a static mixing tube. Instead, the two epoxy components are forced together in a mixing chamber at high pressures (typically 18 to 20 MPa). After spraying ceases, the mixing chamber is mechanically cleaned through the use of a purge rod.

Each of the epoxy components is heated according to the manufacturer’s recommendations (normally 25°C to 65°C). Overheating of the components may result in heat polymerization

(hardening). Heat is primarily used to reduce the viscosity for proper spraying and for proper mixing (blending) of the Part A and Part B components. It also helps to reduce no-track time.

The allowable variation of the 2:1 epoxy mix ratio is small. The mix ratio is monitored by gages that show the pressure in each of the three cylinders of the proportioning pump. The three pressures should be reasonably equal but may vary slightly due to the difference in viscosity of the two components.

Applying the specified thickness is critical to the long-term performance of epoxy. An epoxy marking that is not applied at the proper thickness will wear or abrade away quicker than expected, and will experience premature loss of the reflective glass spheres due to improper embedment. The thickness of epoxy can be randomly checked by taping a metal plate to the pavement and measuring the wet film thickness (without glass spheres) with a wet film thickness gage. The best method of verifying the epoxy thickness is by calculating the daily "yield." This can be done by measuring the total amount (liters) of epoxy (Part A and Part B), the total lineal meters of epoxy striping, and the average width of the epoxy lines. The yield should be measured and calculated each time the striping truck is loaded with new material. The thickness or yield of epoxy markings may be determined by using the inspection procedures outlined in Appendix E.

Reflective glass spheres are applied immediately onto the liquid epoxy at relatively high coverage rates for long-term reflectivity and to reduce tracking by car tires. Section 685 requires that the reflective glass spheres be applied at the minimum coverage rate of 2.4 kg/ℓ of epoxy. This quantity of reflective glass spheres will completely cover the surface of the epoxy marking (sandpaper appearance) and leave a small excess on the top surface of the epoxy. *Special Specification 18685.07/.08* requires a minimum coverage rate of 1.2 kg/ℓ for Type I (large size) and 1.2 kg/ℓ for Type II (standard size) reflective glass spheres. Due to the larger size of the Type I spheres, the amount of marking surface area covered by this "double-drop" method will be less than with the "single drop" method which is used when only standard spheres are applied.

Field no-track time, as defined in the specification, at 25°C is 30 minutes for regular-dry and 60 minutes for slow-dry epoxy. The epoxy may cure more slowly in cooler weather. *Coning and/or lane closures are required to prevent tracking by vehicles and damage to the epoxy markings.*

The epoxy markings should be checked for proper curing (hardness) shortly after their application and just prior to their final acceptance. If the application equipment is not functioning properly, the epoxy could be applied at an improper mix ratio or it could be applied without the components being thoroughly blended. An improper mix ratio or inadequate blending will produce uncured, generally discolored (black or brown) epoxy. Uncured, discolored epoxy may appear in a cyclic pattern (regularly spaced intervals) or as longitudinal streaking. A cyclic pattern may indicate that the proportioning pumps require rebuilding or replacement. Longitudinal streaks of discolored epoxy may indicate that the static mixing tube requires cleaning or replacement. Areas of discolored (uncured) epoxy

can spread to adjacent areas over time (weeks or months depending on the severity of the improper mix ratio.)

Proper curing of the epoxy markings should first be checked approximately one hour after application. One or more random areas, approximately 30 m long, should be checked with a knife blade for differences in hardness. Significant differences in hardness along the 30 m section, especially those that occur in a cyclical pattern, could indicate an improperly applied epoxy marking. The hardness of the epoxy markings also should be checked with a knife blade 24 hours after application. Epoxy manufacturers formulate their products using different raw materials, therefore, the degree of cure after 24 hours may vary from one manufacturer to another. In general, after 24 hours the epoxy markings should be cured to the point that it is difficult to penetrate the epoxy with a knife blade. The epoxy should not be flexible (soft) or be capable of being easily removed from the pavement. Severe mix ratio problems may also be visually evident (black or brown discolored areas) at the time of this inspection. If discolored or uncured areas are found, the Engineer should immediately notify the Contractor to repair the application equipment.

Prior to final acceptance, the epoxy markings should be visually inspected during the daytime for black or brown colored, defective (uncured) areas. The specification requires the Contractor to repair defective epoxy markings. A nighttime drive-through survey should also be conducted to evaluate the retroreflectivity.

2. Polyester Reflectorized Pavement Markings

Polyester is a durable longline pavement marking material which is another option (after epoxy) for use on Regional striping contracts. Polyester has usage limitations (application and pavement compatibility) that are not associated with epoxy pavement markings. Based upon formal research conducted in New York State, polyester was recommended for use on low traffic volume (<5000 AADT) highways. Originally, it was intended as a supplemental pavement marking for State maintenance striping crews which traveled long distances to apply traffic paint in outlying areas of their Region. Since its initial use, polyester has been installed by two Regions on higher traffic volume highways that were previously striped with epoxy pavement markings; however, data on the performance of these applications is limited. Polyester application equipment does not have the manual spray capability for applying hatch lines or special markings (intersection markings).

Table 3 – Polyester Application Summary

Specification	Special Specification 91685.07 M
Recommended Use	Longline
Recommended Traffic Volume	<5000 AADT¹
Cost per Meter (100mm width) - 0.38mm	\$0.23
Service Life ² (Yrs) - acc - pcc	2.0 NR
Application Conditions	Air ≥10°C and rising Pavement ≥10°C and rising (not damp)
Recommended Thickness - acc	0.38 mm to 0.51 mm
No-Track Time (Minutes)	30 @ 25° C
Reflective Spheres	2.4 kg/ℓ

1. Other applications may be appropriate as indicated above.
2. May be reduced for some applications, refer to Appendix C.

Material Requirements. Polyester is a two-component (Part A base and Part B hardener), approximately 100% solids material. The Part A base contains polyester resin, styrene and/or methyl methacrylate, plus pigments or fillers. Part B hardener is a catalyst (commonly methyl ethyl ketone peroxide). Other types of catalysts are available, some of which are fire resistant. The mix ratio of polyester is 50:1 by volume, Part A to Part B, respectively.

Special Specification 91685.07 M - Polyester Reflectorized Pavement Markings is the primary specification. Approved suppliers of polyester are listed within the specification. Current specifications require a polyester material that has a field drying time of approximately 30 minutes, therefore, a conventional (regular-dry) formulation must be supplied. *Fast-dry polyesters are not allowed.*

Quality assurance testing (sampling at the manufacturer's facility and lab testing of each lot) is not performed for polyester. The material is accepted at the job site based upon the proper labeling on the shipping containers.

Cost and Service Life. In general, when polyester is used in large quantities in Regional striping contracts, the bid price is approximately \$0.23 per meter. The expected service life of polyester on conventional asphalt pavement is 2 years.

Pavement Compatibility. Polyester is compatible with new and aged conventional asphalt mixes with some limitations. For new asphalt pavement, traffic paint is typically applied as the initial pavement marking and then polyester is either applied later in the year or during the following construction season through a Regional striping contract. *If polyester is applied to new asphalt pavement during the same construction season, the polyester generally should not be applied until the asphalt pavement is at least 30 days old.*

Polyester is not generally recommended for use on concrete pavement. Most other States adhere to this practice. Polyester is compatible with many other specialty types of asphalt pavements that have been recently developed. Appendix A includes descriptions of the different types of specialty pavements, and Appendix C indicates the compatibility of polyester with various pavement surfaces.

Pavement Marking Compatibility. Polyester is compatible with existing polyester pavement markings, provided that the existing polyester is at least one construction season old. Polyester that is less than one construction season old, that requires restriping, should have a substantial amount of the reflective glass spheres in the existing surface removed by grinding to successfully bond the new polyester marking material.

Polyester is compatible with existing traffic paint. Although no formal research has been conducted, it is recommended that polyester only be applied over a single layer of traffic paint that is applied directly to the pavement.

Field testing has demonstrated that polyester is not compatible over existing epoxy pavement marking material.

Due to the lack of actual field experience, it is not recommended that polyester be applied over thermoplastic or over preformed tape.

Surface Preparation. *Section 635 - Cleaning and Preparation of Pavement Surfaces For Pavement Markings* should be used to remove: polyester pavement markings that exhibit a poor or marginal bond to the pavement; epoxy, thermoplastic, and preformed tape; and multiple layers of traffic paint. Loose debris and foreign contaminants should be removed. Refer to Appendix D for information on handling and waste disposal.

Application and Inspection. Polyester longline pavement markings are applied using mobile striping equipment that does not have manual (hand) spraying capability for hatch lines or special markings (intersection markings). An air blast gun should be mounted on the striping equipment in front of the spray guns to remove loose debris immediately prior to striping. The conventional dry formulation is normally applied by the air atomization method. Catalyzation is achieved by the "external" method through which the Part A base and the Part B hardener components are sprayed toward each other, intersecting at the point of application.

Polyester is applied at a 0.38 mm to 0.51 mm wet film thickness (without glass beads). Reflective glass spheres are immediately applied to the wet polyester film at the minimum rate of 2.4 kg/ℓ of polyester to provide long-term reflectivity and to reduce tracking by car tires. The inspection procedures outlined in Appendix E can be used with polyester to check for the proper thickness. Ambient and pavement surface temperature requirements for polyester application are a minimum 10°C and rising. Polyester should not be applied to damp or wet pavement surfaces. The polyester material may be applied without the use of heat. If heat is used, Part A can be heated to 38°C to improve viscosity and no-track time: *it should not be heated over 49 °C*. Part B hardener is not normally heated.

Field no-track time at 25°C is approximately 30 minutes. The no-track time can be shortened somewhat by adjusting the quantity of hardener. *Coning and/or lane closures are required to prevent tracking by vehicles and damage to the polyester markings.*

3. Thermoplastic Reflectorized Pavement Markings

Thermoplastic is occasionally used as an alternative to epoxy on new asphalt pavement for longline pavement markings and for hatch lines in medians or gore areas. It is possible to apply thermoplastic with portable equipment for special markings (i.e. intersection markings).

Thermoplastic has some usage limitations that are not associated with epoxy pavement markings. Thermoplastic is more susceptible to snowplow damage due to its specified thickness. It is more sensitive to adverse weather conditions (temperature and moisture) at the time of installation, and it cannot be restriped with thermoplastic. Thermoplastic does not adhere well to concrete pavement. For these reasons, epoxy is preferred over thermoplastic for longline and hatch line pavement markings. Preformed tape is the preferred material for intersection markings.

Table 4 – Thermoplastic Application Summary

Specifications	Standard Specifications 687 and 727-01
Recommended Use ¹	Longline, Hatch
Recommended Traffic Volume	All
Cost per Meter (100mm width)	Relatively High and Variable
Service Life ² (Yrs) - acc - pcc	3 to 5 NR
Application Conditions	Air $\geq 9.5^{\circ}\text{C}$ and rising Pavement $\geq 12.5^{\circ}\text{C}$ and rising (not damp)
Thickness - acc	3.2 - 4.8 mm
No-Track Time (Minutes)	10 @ 21°C
Reflective Spheres ³	0.25 kg /m ²

1. Intersection application possible with portable equipment.
2. Refer to Appendix C.
3. Surface application in molten state.

Material Requirements. Thermoplastic is formulated as either a hydrocarbon resin or a modified alkyd resin material, and also includes prime and extender pigments, fillers, and reflective glass spheres which are premixed into the thermoplastic composition. It is commonly supplied in granular form packaged in bags but it can also be supplied in block form packaged in boxes. Either form is heated to a high temperature (232°C to 246°C) in a melting kettle. This type of thermoplastic is designed to be extruded, not sprayed onto the pavement.

Section 687 - Thermoplastic Reflectorized Pavement Markings is the primary construction specification. *Specification 727-01 White and Yellow Thermoplastic Reflectorized Pavement Markings* controls the materials requirements for these products. Each lot of thermoplastic pavement marking material is sampled and tested by the Department. The Manual of Uniform Record Keeping (MURK) Part 2A, the Materials Inspection Manual explains the evidence of acceptability for thermoplastic material.

Primers or adhesives used with thermoplastic are excluded from Federal and State air quality regulations.

Cost and Service Life. Due to the lack of sufficient quantities of data, comparative costs for thermoplastic cannot be provided. Its expected service life is 3 to 5 years.

Pavement Compatibility. Thermoplastic is compatible with new and aged conventional asphalt mixes. Thermoplastic is not recommended for use on concrete pavement or for most specialty types of pavements. Appendix A includes descriptions of the different specialty types of pavements and Appendix C shows when thermoplastic may be recommended.

Pavement Marking Compatibility. New thermoplastic is not recommended to be applied over existing thermoplastic. The profile or height of the two layers will make it susceptible to snowplow damage and the new thermoplastic will not bond properly to the existing layer of thermoplastic.

Thermoplastic is not recommended to be applied over any other type of pavement marking material. Thermoplastic forms a mechanical bond with the underlying pavement surface, therefore, it must penetrate into the pavement voids.

Surface Preparation. *Section 635 - Cleaning and Preparation of Pavement Surfaces For Pavement Markings*, should be used to remove all types of pavement markings. Loose debris and foreign contaminants should be removed. Refer to Appendix D for information on handling and waste disposal.

Application and Inspection. This type of thermoplastic is applied onto the pavement surface by the extrusion method. The best method of extrusion application is by using a mobile applicator which is better equipped to apply a good quality marking. The specification requires that contract quantities of 20 000 m (or more) of longline thermoplastic be applied using a mobile applicator. Contract quantities less than 20 000 m may be applied with portable application equipment.

Thermoplastic forms a mechanical bond to the pavement, therefore, weather conditions and material temperature at the time of application are critical to its performance. Asphalt paving is often done late in the construction season (October and November), therefore, thermoplastic installations under these circumstances must be closely monitored. The ambient temperature must be 9.5°C and rising and the pavement surface temperature must be 12.5°C. The pavement surface must be clean and dry. Blistering in the thermoplastic may indicate the presence of excessive moisture in the pavement. Windy conditions may cause the thermoplastic to cool more quickly, especially if the extrusion device is not properly shrouded. Thermoplastic markings applied under poor weather conditions may delaminate from the pavement during the first winter season.

Thermoplastic is heated in a melting kettle for several hours prior to its use. The molten material must be constantly agitated to thoroughly blend all of the components and to prevent overheating or "hot spots." Heating the material above 246°C will degrade the resin and/or plasticizers. Overheating can become evident if white thermoplastic turns to a dull white or creamy color, or yellow thermoplastic turns to a brown or greenish color. Overheating can cause the thermoplastic to become brittle, lose its bond to the pavement, or crush to a powder. Manufacturers recommend not heating the material longer than 6 hours

at 204.5°C or no longer than 4 hours at 232°C. Manufacturers also recommend heating granular type thermoplastic *no more than 3 times*, and heating block thermoplastic *no more than 2 times* (ie. since block thermoplastic has already been heated once in the formation of the block from its material components.)

Primers for thermoplastic are only required if the pavement is more than one construction season old. The primer should be one that is recommended by the thermoplastic manufacturer and it should be applied in accordance with the manufacturer's written instructions.

The minimum material temperature for proper application of thermoplastic is 204.5°C at the point of deposition. Thermoplastic extrusion devices are normally jacketed with a heated oil medium and are shrouded to protect the thermoplastic from cooling too quickly. The extrusion shoe must be equipped with a temperature measuring device to show the temperature of the thermoplastic mixture (not the oil) at the point of deposition. The design of the extrusion device along with the speed of the applying equipment, control the width and thickness (3.2 mm to 4.8 mm).

Reflective glass spheres are immediately dropped onto the molten thermoplastic at the rate of 0.25 kg/m² of thermoplastic surface to provide initial reflectivity. As the thermoplastic wears, the premixed glass spheres become exposed to provide long-term reflectivity.

Thermoplastic reaches a no-track time at 21°C in approximately 10 minutes. Coning and/or lane closures may be necessary to prevent tracking by vehicles and damage to the pavement marking. Detailed application and inspection guidelines for thermoplastic are contained in MURK Part 1B, the Construction Inspection Manual.

4. Preformed ReflectORIZED Pavement Markings

Preformed tape is primarily recommended for special markings (intersection markings) such as stop lines, crosswalks, arrows, words, symbols, and lane lines located at intersections. Preformed tape has better durability (abrasion resistance) compared to other types of durable pavement marking materials. It may be used for small placements of longline pavement markings when it is not feasible or cost effective to stripe with mobile application equipment.

If preformed tape is used for high-visibility, ladder bar crosswalks, the standard crosswalk design should be modified so that the preformed tape ladder bars are only 0.3 m wide and are not placed in the wheelpaths (typically about 1.0 m wide). Appendix H shows a standard and a modified high-visibility, ladder bar crosswalk design.

Preformed tape can tear or delaminate when it is used in areas of severe or sharp turning movements, therefore, its use in these types of areas should be limited. Epoxy may be a better alternative.

Table 5 – Preformed Tape Application Summary

Specifications	Standard Specifications 688 and 727-04
Recommended Use ¹	Intersections ³
Recommended Traffic Volume	All
Cost per Meter (100mm width)	Most Expensive
Service Life (Yrs)	3
Application Conditions ²	Air $\geq 15.5^{\circ}\text{C}$ Pavement $\geq 21^{\circ}\text{C}$ (not damp)
Traffic Exposure (Minutes)	10 @ 21°C for primer/adhesive

1. Small quantities of longline are allowable.
2. Seasonal Limitations also apply.
3. For frictional considerations at intersections, minimize width of transverse boundary lines (300 mm, max), and do not place ladder bars in the wheelpath. (See [Appendix H.](#))

Material Requirements. Preformed tape is a factory fabricated pavement marking material that is preformed into the proper thickness, width, and shape. Preformed tape is composed of a mixture of plastics or polymers, resins, pigments, and either glass and/or ceramic spheres for reflectivity. The bottom of the tape is precoated with a pressure sensitive adhesive.

Section 688 - Preformed Reflectorized Pavement Markings is the primary construction specification. *Specification 727-04 White and Yellow Preformed Reflectorized Pavement Markings* controls the materials requirements for these products.

Longline preformed tape is supplied in rolls of various widths and lengths. Preformed tape for special markings (i.e., intersections) may be supplied as precut symbols and legends, or in wide rolls for cutting out symbols and legends. The top surface of the preformed tape may be either flat (smooth) or profiled (patterned). Patterned surface preformed tapes are designed to provide better long-term dry-night reflectivity, and also better wet-night reflectivity compared to flat surface preformed tapes.

All preformed tapes have good initial reflectivity due to the reflective glass or reflective ceramic spheres that are present on the surface of the tape. Most of the smooth or flat surface preformed tape products lose a high percentage of that initial reflectivity during the early life of the product. Reflective spheres are included within the composition of the tape but those spheres do not typically become exposed due to the tape's high durability. When preformed tape is used in areas with overhead lighting, for example intersections, reflectivity is less critical.

A newer type of preformed tape with an embossed (profiled, raised pattern) surface has improved, longer-term reflective properties. However, the price of this preformed tape material does not make it cost-effective for large quantities of longline striping when compared to epoxy or polyester pavement markings.

Primers or adhesives used with preformed tape are excluded from Federal and State air quality regulations.

Preformed tapes are accepted at the project site based upon the appearance of the manufacturer's name and the brand name of the material on the Approved List.

Cost and Service Life. No cost data is provided since preformed tape is not used as a longline pavement marking. One of the reasons that it is not recommended as a longline pavement marking is its high material cost compared to other types of durable markings. The expected service life of preformed tape is a minimum 3 years on conventional asphalt and concrete.

Pavement Compatibility. Preformed tape is compatible with new and aged conventional asphalt and concrete, and some specialty types of pavements. Appendix A includes descriptions of the different specialty types of pavements and Appendix C shows when preformed tape may be recommended.

Pavement Marking Compatibility. Preformed tape is not recommended for installation over any type of pavement marking, including existing preformed tape. The bond of preformed tape is partially dependent upon the tape conforming to the surface texture of the pavement. Therefore, the bond of preformed tape may not be as good when it is placed over a smooth preformed tape surface. Placing new preformed tape over existing preformed tape also makes the pavement marking more susceptible to snowplow damage due to the increased height.

Surface Preparation. Loose debris and foreign contaminants should be removed. *Section 635 - Cleaning and Preparation of Pavement Surfaces for Pavement Markings* should be used to remove all types of pavement markings (including existing preformed tape) and curing compound on concrete pavement. Refer to Appendix D for information on handling and waste disposal.

Application and Inspection. Preformed tape may be installed onto the pavement surface (overlaid) as long as the temperature and seasonal limitations shown in the specifications are met. The ambient temperature should be a minimum 15.5°C and the pavement temperature should be a minimum 21°C. Seasonal limitations for placement are included in the specification because the preformed tape requires warm weather after its installation to be flexible and conform to the pavement surface as vehicle tires pass over it. A primer or adhesive is generally recommended by the manufacturer for use with preformed tape, especially for intersection markings. Preformed tape should not be installed until the primer has dried according to the manufacturer's recommendations. Primer or adhesive normally takes 10 minutes to dry at 21°C.

Preformed tape is applied by hand, however, longline tape may be applied with a portable applicator. Following its application to the pavement, proper tamping or rolling according to the manufacturer's recommendations (minimum 90 kg load tamper cart or vehicle car tire) is important. Preformed tape may also be installed and rolled into the pavement (inlaid) during asphalt paving operations after finish rolling is complete. The specification requires that the pavement surface temperature be between 37.5°C and 76.5°C.

Most manufacturers require that the preformed tape not be installed if rainfall has occurred 24 hours prior to the tape application. The preformed tape manufacturer may recommend a moisture test to verify that the pavement is sufficiently dry. This test consists of placing a piece of plastic on the pavement, sealing the edges with tape, and waiting for a certain time period to check for moisture. Traffic may be allowed on preformed tape immediately after its installation.

The specification includes a 180-day performance period in which the Engineer does a final performance inspection to determine if any significant areas of preformed tape have failed and require repair.

C. SNOWPLOWABLE PAVEMENT MARKERS

Raised Reflectorized Snowplowable Pavement Markers

Raised reflectorized snowplowable pavement markers (RSPMs) consist of a snowplow-resistant housing with a retroreflector which can be used to supplement longline pavement markings and improve nighttime wet-weather delineation. They can reduce accident frequency by improving delineation in areas where encroachment, run-off-the-road, head-on, or sideswipe accidents occur.

The use of RSPMs should be limited to short sections of highway (maximum 0.8 km) where accidents can be reduced by improving wet-night delineation. Several large studies indicate that overuse of RSPMs may have a counterproductive effect on accident rates. Also, excessive use of RSPMs will result in unnecessary added maintenance costs to replace plow blades and truck components.

Table 6 – RSPM Application Summary

Specifications	<p>Special Specifications 18685.0310 M, .0311 M, .0312 M, .0313 M, and .0314 M Raised Reflectorized Snowplowable Pavement Markers</p> <p>Special Specifications 18685.0315 M, .0316 M, .0317 M, .0318 M, and .0319 M Replacement Retroreflector for Existing Raised Reflectorized Snowplowable Pavement Markers</p>
Recommended Use¹	Improvement of delineation where encroachment, run-off-the-road, head-on, or side-swipe accidents occur.
Recommended Traffic Volume	All
Cost per Unit	\$30
Service Life² (Yrs) - housing - reflector	Life of Pavement 3 - 4
Application Conditions	Air and Pavement $\geq 10^{\circ}\text{C}$ (not damp)
Set Time³ (Minutes)	10 @ 21°C

1. Overuse may be counterproductive.
2. Studies show 10 to 15% total snowplow damage per season.
3. Epoxy adhesive.

Material Requirements. An RSPM housing is typically a heat treated, ductile iron casting containing a one-way or two-way retroreflector. The pavement is cut and a two-component epoxy adhesive is used to fasten the housing to asphalt or concrete pavement. A one component adhesive is used to bond replacement retroreflectors to existing housings.

Engineering Instruction 93-37 - Raised Reflectorized Snow Plowable Pavement Markers and *Engineering Instruction 99-23 - Raised Reflectorized Snow Plowable Pavement Markers* issued the policy, design criteria, installation guidelines, and other issues related to installing RSPMs. (*Special Specifications 18685.0310 M* through *18685.0319 M* were issued by *EI 99-023*.) RSPMs and replacement retroreflectors are accepted at the project site based upon their appearance on the Approved List, and the manufacturer's certification that the materials meet the specification requirements.

The epoxy adhesive for the housing and the adhesive for replacement retroreflectors are accepted at the project site based upon the manufacturer's certification that the materials meet the specification requirements.

Cost and Service Life. The installed cost of raised RSPMs is approximately \$30 per unit when installed in large quantities. Housing life is normally equal to the life of the pavement unless snowplows damage housings which were improperly installed.

The installed cost of replacement retroreflectors is \$7 per unit when installed in large quantities. Retroreflectors may require replacement at 3 to 4 year cycles due to lens damage or loss of reflectivity.

Pavement Compatibility. The epoxy adhesive used to adhere the housing to the pavement is compatible with asphalt and concrete. RSPMs should be removed from the pavement prior to any pavement rehabilitation, reconstruction, or resurfacing.

Surface Preparation. The pavement should be cut according to the manufacturer's recommended dimensions (width, length, and depth). Loose debris must be removed from the pavement cut and the pavement cut must be dry prior to dispensing the epoxy adhesive.

Application and Inspection. Improper installation of RSPMs will result in damage to the housing, the retroreflector lens, or the equipment on snowplows. In some instances, improper installation has resulted in the entire housing becoming dislodged from the pavement. The initial pavement cuts should be checked for the proper depth of cut by placing a casting in the hole prior to installing the epoxy adhesive. The sides or tabs of the housing should rest on the pavement surface and the leading edges of the housing should be slightly below the pavement surface. It is also important to check for proper depth of cut throughout the day.

After the pavement is cut according to the manufacturer's written instructions, the pavement cut should be cleaned and it should be free of loose debris prior to installing the epoxy adhesive. If water is used during cutting, the pavement cut should be surface-dry before the epoxy adhesive is installed. The ambient and pavement surface temperatures for the installation of RSPMs are a minimum of 10°C and rising. The surface temperature of the housing should be a minimum 10°C, and the temperature of the epoxy adhesive should be a minimum 10°C.

If necessary, the epoxy adhesive may be heated according to the epoxy manufacturer's written instructions to facilitate mixing and dispensing. Normally, the epoxy is automatically proportioned and mixed just prior to dispensing into the pavement cut. The pavement cut should be filled with epoxy to about 10 mm from the top of the pavement surface. The housing is immediately placed into the epoxy adhesive. *Extreme care should be taken to ensure that the sides or tabs on each side of the housing are resting on the pavement surface.* Epoxy adhesive should not cover any portion of the retroreflector lens. The installed RSPMs should be protected from traffic until the epoxy adhesive has hardened to a condition that will not allow movement of the housing.

The replacement of retroreflectors in existing housings should be performed when the ambient temperature and the housing temperature are a minimum 10°C, and the housing is dry. The existing retroreflector is removed and the underlying housing surface is cleaned in accordance with the specification. The protective liner or release paper, if present, is removed from the laminated elastomeric pad on the bottom of the new retroreflector. If recommended by the manufacturer, an approximate 10 mm diameter bead of adhesive is applied to the center of the pad or the housing. The retroreflector is installed in the housing and a minimum load of 45 kg is applied to the top of the retroreflector.

APPENDICES

APPENDIX A

DEFINITIONS

AADT - Average Annual Daily Traffic. A measure of traffic volume.

Acrylic Resin - The binder component in fast-dry waterborne traffic paint which binds the pigment, additives, and reflective glass spheres together, and also bonds the paint to the pavement surface.

Adherence Coating - Reflective glass spheres are sometimes treated with a coating (usually silane) to improve the bond of the spheres to the pavement marking. Reflective glass spheres treated with a silane adherence coating should not be used with fast-dry acrylic resin waterborne traffic paint, because the adherence coating allows the spheres to become overly embedded in the paint, resulting in poor initial reflectivity. Different types of adherence coatings are manufactured for compatibility with the specific type of binder (resin) used in the pavement marking material.

Approved List - A list of pretested and approved pavement marking materials maintained by the Materials Bureau. The Approved List is available on line at www.dot.state.ny.us.

Coagulation - A thickening of traffic paint which prevents its proper application.

Dual-Purpose Coating - Reflective glass spheres are sometimes treated with a coating to provide both moisture resistance and adherence properties.

Durable Pavement Marking - A pavement marking such as epoxy, polyester, or thermoplastic which, when properly applied, will perform adequately for two years or more.

Engineer or Engineer-in-Charge - The Engineer representing the Department of Transportation, having direct supervision over the execution of a contract.

Epoxy Pavement Marking - A two component, durable pavement marking system composed of an epoxy resin base plus a prime pigment (Part A), and a hardener (Part B).

Eradication - The removal of existing pavement markings.

Extrusion - The method of applying thermoplastic pavement marking materials to a pavement surface by forcing the heated thermoplastic mixture through a die.

Gelling - See Coagulation.

Hardener or Catalyst - A component of a liquid pavement marking that when combined at the proper mix ratio with a base or resin component causes cross-linking and film formation.

Ice Retardant Hot Mix Asphalt - A bituminous mix which includes encapsulated calcium chloride granules.

Longline Pavement Marking - Longitudinal pavement marking lines used to indicate the boundary of lanes, and the permissibility for (or prohibition against) entering an adjacent lane or area. The Department's Pavement Marking Policy defines longline pavement markings as: center lines, lane lines, edge lines, and hatch lines.

MEKP - Methyl ethyl ketone peroxide. A hardener commonly used in polyester pavement markings which fosters the polymerization process.

Microsurfacing - A mixture of polymer-modified asphalt emulsion, aggregate, mineral filler, and water.

Mix Ratio - The proportion of separately packaged components of a multicomponent material by which the components are to be combined and mixed before application.

Moisture Resistant Coating - Reflective glass spheres are sometimes treated with a coating (silicone) which prevents clumping of the beads due to high humidity and allows the beads to flow freely from the glass bead dispenser on the pavement marking equipment.

MURK - Manual for Uniform Record Keeping which sets up uniform project record procedures.

MUTCD - *Manual of Uniform Traffic Control Devices*.

No-Track Time - A condition where no visual deposition of a pavement marking material to the pavement surface is observed when viewed from a distance of 15 m, after a passenger car tire has passed over the line.

Paver Placed Surface Treatment - A warm, polymer-modified asphalt emulsion coat that is followed by a thin hot mix asphalt wearing course.

Pigment - Components of pavement marking materials which impart color, pavement hiding power, and UV stability characteristics.

Polyester Pavement Marking - A two component, durable pavement marking system composed of polyester resin, a styrene solvent, pigment, and a catalyst (usually MEKP).

Preformed Tape Pavement Marking - A solid, pre-made marking material which is used for legends, stop bars, symbols and transverse markings, and which is bonded to the pavement with pressure sensitive adhesives.

Quick-Set Slurry - A mixture of asphalt emulsion, aggregate, mineral filler and water.

Reflective Beads or Reflective Spheres - Round spheres, usually glass but sometimes ceramic, that when properly embedded in pavement marking materials produce retroreflectivity.

Region - One of the eleven geographical subdivisions of the State of New York represented by the New York State Department of Transportation.

Resin - The chemical component of spray-applied or extruded pavement markings which binds the pigment, additives, and reflective spheres together, and also, bonds the marking to the highway surface.

Retroreflectivity - The ability of a marking material to reflect light back to a light source.

Single Course Surface Treatment (Chip Seal) - A thin overlay consisting of the application of an asphalt emulsion followed by the application of a single layer of crushed stone aggregate.

Solvents - Chemicals added to traffic markings in their liquid phase to make them easier to handle and apply. When solvents evaporate sufficiently, the marking becomes a track-free solid.

Special Markings - The Department's Pavement Marking Policy defines special markings as: stop lines, crosswalks, arrows, words, symbols, and lane lines at intersections.

State - The State of New York, represented by the New York State Department of Transportation.

Thermoplastic Pavement Marking - A solid plastic material mixture at normal temperatures which is heated, agitated, and applied to the pavement surface by an extrusion process. Upon cooling, a solid, durable marking which is thermally bonded to the pavement surface.

Ultra-Thin Whitetopping - a thin pcc overlay with an accelerated set time.

VOCs - Volatile Organic Compounds. These are chemicals (including solvents) which readily evaporate at normal temperatures and which contribute to ground level ozone formation which is considered a health hazard. Many solvents are regulated (limited) by the Clean Air Act Amendment (CAAA) of 1990. Acetone and some chlorinated solvents have been exempted by the CAAA from VOC rules.

Wet-night Visibility Spheres - Large size beads or spheres that are applied to, or manufactured into a pavement marking material to improve night retroreflectivity during light to moderate rainstorms.

Yield - A measure of the coverage rate of a spray-applied or extruded pavement marking material, usually expressed in meters per liter (m/l) or meters per kilogram (m/kg) for a given average line width and thickness.

APPENDIX B

CONVERSION INFORMATION

Metric to English Conversion

Multiply	By	To Obtain
kilometers (km)	3280.8	feet (ft)
kilometers (km)	0.6214	miles (mi)
kilograms (kg)	2.2046	pounds (lb)
liters (ℓ)	0.264	gallons (gal)
liters (ℓ)	33.81	fluid ounce (oz)
meters (m)	3.2808	feet (ft)
megapascals (MPa)	145.038	pounds/square inch (psi)
millimeters (mm)	39.37	thousands of an inch (mils)
millimeters (mm)	0.03937	inches (in)
square meters (m ²)	10.76	square feet (ft ²)

English Metric to Conversion

Multiply	By	To Obtain
feet (ft)	0.3048	meters (m)
fluid ounce (oz)	0.02957	liters (ℓ)
gallons (gal)	3.785	liters (ℓ)
inches (in)	25.4	millimeters (mm)
miles (mi)	1.6093	kilometers (km)
pounds (lb)	0.4536	kilograms (kg)
pounds/square inch (psi)	0.006895	megapascals (MPa)
square feet (ft ²)	0.0929	square meters (m ²)
thousands of an inch (mils)	0.0254	millimeters (mm)

Equivalencies:

$$1.0 \text{ km} = 1000 \text{ m} \quad (= 10^3 \text{ m})$$

$$1.0 \text{ m} = 1000 \text{ mm} \quad (= 10^0 \text{ m})$$

$$1.0 \text{ mm} = 1000 \text{ } \mu\text{m} \quad (= 10^{-3} \text{ m})$$

$$1.0 \text{ } \ell = 10^{-3} \text{ m}^3$$

$$1.0 \text{ } \ell = 10^6 \text{ mm}^3$$

$$1.0 \text{ metric ton} = 1000.0 \text{ kg}$$

$$\text{C}^\circ = 5/9(\text{F}^\circ - 32^\circ)$$

$$\text{F}^\circ = (9/5)\text{C}^\circ + 32^\circ$$

APPENDIX C

PAVEMENT MARKING COMPATIBILITY CHART

EXISTING SURFACE NEW MARKING	Traffic Paint	Epoxy New (< 1 season)	Epoxy Old (> 1 season)	Poly-ester New (< 1 season)	Poly-ester Old (> 1 season)	Thermo-plastic New or Old	Pre-formed Tape	New AC	Old AC	Chip Seal	Micro-Surf. AC or Quick-Set Slurry	Open Graded AC or Paver Placed Surf. Treatment AC	Ice Retar-dant AC	New or Old PC	White Top PC
Traffic Paint	✓	✓ ^{4, 9}	✓ ^{4, 9}	✓ ^{4, 9}	✓ ^{4, 9}	✓ ^{4, 9}	✓ ^{4, 9}	✓ ¹²	✓	✓	✓ ⁷	✓ ⁶	✓ ¹¹	✓	✓
Epoxy	✓ ¹⁰	✓ ³	✓	NR	NR	✓	NR	✓ ¹²	✓	NR	✓ ⁵	✓ ⁶	✓ ¹¹	✓ ⁸	✓ ⁸
Polyester	✓ ¹⁰	NR	NR	✓ ³	✓	NR	NR	✓ ²	✓	NR	✓ ²	✓ ^{2, 6}	✓ ^{2, 11}	NR	NR
Thermoplastic	NR	NR	NR	NR	NR	NR	NR	✓	✓	NR	NR	NE	✓ ¹¹	NR	NR
Preformed Tape	NR	NR	NR	NR	NR	NR	NR	✓	✓	NR	NR	NR	✓ ¹¹	✓ ⁸	✓ ⁸

NOTES:

1. ✓ = Compatible. NR = Not Recommended. NE = No field experience.
2. Pavement must be 30 days old.
3. Remove glass spheres by grinding or blast cleaning; remove uncured epoxy entirely.
4. May debond more quickly than over traffic paint or standard pavement.
5. Wait 7-14 calendar days for moisture to evaporate from pavement.
6. May require application thickness of 0.75 mm.
7. Wait for water to evaporate from pavement before applying same day striping.
8. If present, remove curing compound per Section 635.
9. Not recommended if the existing durable will be restriped with a new durable at a later date.
10. May only be applied over a single layer of traffic paint which is applied directly on the pavement.
11. Compatibility dependent upon the cleanliness (free of oil and sand) and dryness of the pavement (free of water).
12. Use 0.51 mm thickness pay item.

APPENDIX D

HANDLING AND WASTE DISPOSAL

Yellow-colored pavement markings have traditionally contained lead chromate as the prime yellow pigment due to its good performance and relatively low cost. The Department is investigating the feasibility of replacing lead chromate pigment in yellow pavement markings with alternative types of pigments, and currently has several field trials in place. Organic yellow pigments are available that do not contain lead or chromium, however, they are generally more expensive and have demonstrated long-term performance problems. Many states which have switched to organic yellow pavement markings have reported that the yellow color fades from ultraviolet exposure resulting in poor daytime color, and that the yellow pavement markings look whitish under nighttime illumination.

The lead content of yellow pavement markings used by the Department varies and is approximately: 2.2% by weight in yellow waterborne pavement marking paints and 10% by weight in dried yellow epoxy markings. (Percentages similar to epoxy are expected for yellow thermoplastic and yellow polyester markings.) While many manufacturers of preformed tape have replaced lead chromate with another type of yellow pigment which contains no lead, there is a possibility of lead presence in the waste from some of these materials at levels similar to epoxy. Awareness training and practices, including good hygiene, are required when working with lead-containing pavement markings.

If surface preparation standards require the removal of existing markings, the removed markings, including the pavement material and road debris containing the removed markings, require disposal as industrial* solid waste, typically at a municipal landfill facility. This pavement marking waste should be collected by typical construction methods, such as, sweeping and/or vacuuming of the debris. A permitted waste transporter is required for transport of over 227 kg (500 pounds) of waste within a single load to a disposal facility.

*Past testing by NYSDOT of yellow waste debris indicated that although lead and chromium were present, concentrations of these elements did not meet the regulatory limit for classification as a hazardous waste, and would therefore be considered as a non-hazardous industrial waste.

APPENDIX E

PAVEMENT MARKING INSPECTION

I. Pavement Marking Thickness (wet film thickness without reflective glass spheres):

The average installed thickness of a pavement marking line is calculated by determining the quantity (liters) of liquid material, and the length and width of the applied marking. These measurements are inserted into the formula shown below.

Thickness Formula for Epoxy, Polyester, or Traffic Paint:

$$\text{Thickness (mm)} = \frac{(10^3) \times \text{Quantity (liters)}}{\text{Length (meters)} \times \text{Width (millimeters)}}$$

NOTE: This thickness formula is designed to account for the actual line width which is applied in the field. A line that is specified to be 100 mm wide may actually be applied wider (110 mm or 115 mm wide). Coverage rates for standard line widths and thicknesses are shown below. Thickness of pavement marking is wet film thickness before application of reflective spheres. No provision is made for overspray/waste.

The quantity (liters) of liquid material used is determined by taking measurements in the material storage tank on the striping equipment. After the Contractor fills the storage tank, a measurement is taken from the top of the liquid material in the tank to a reference point at the top of the tank (d_1). When the Contractor stops striping and before the tank is refilled, another measurement is taken using the same procedure described above (d_2). The truck should be on a fairly level surface when taking depth measurements, and two measurements should be taken (each on opposite sides of the tank lid opening) to determine an average depth measurement.

The difference between the two depth measurements ($d_2 - d_1$) is then multiplied times a “tank factor” ($/\text{mm}$) to determine the quantity of material used. Some striping equipment manufacturers supply the Contractor with “tank factors,” or with tank charts or tank graphs which show the quantity of material versus the tank depth. If the Contractor cannot supply this information, a “tank factor” may be obtained by filling an empty tank and measuring the unfilled depth each time a known quantity of striping material is loaded into the tank. The “known” quantity of striping material supplied in the shipping container should be verified (measured) prior to loading it into the tank.

For two-component epoxy, the quantity used in the thickness formula will be the sum of Part A (white or yellow) and Part B (hardener).

II. Pavement Marking Coverage Rates:

1. Epoxy, Polyester, or Traffic Paint:

- a. 0.38 mm (380 μm) thickness*, 100 mm width = 26.3 m/ ℓ coverage rate
- b. 0.38 mm (380 μm) thickness*, 150 mm width = 17.5 m/ ℓ coverage rate
- c. 0.51 mm (510 μm) thickness*, 100 mm width = 19.6 m/ ℓ coverage rate
- d. 0.51 mm (510 μm) thickness*, 150 mm width = 13.1 m/ ℓ coverage rate

*Thickness of pavement marking before application of reflective spheres (wet film thickness in the case of traffic paint.)

Conversion Factor

1.0 liter of a 100 percent solids by volume material will cover 39.3 square meters at a 0.0254 mm (25.4 μm) thickness.

2. Thermoplastic:

At 100 mm wide and 3.2 mm thick, thermoplastic will yield an average of 1524.6 m per metric ton (i.e., 1000 kg). At 3.2 mm thick, thermoplastic will yield an average of 152.5 square meters per metric ton.

APPENDIX F

REFLECTIVE GLASS SPHERES FOR PAVEMENT MARKINGS

Specification 727-03 (For Section 685 Epoxy)

Special Specification 18685.07/.08 M Epoxy Reflectorized Pavement Markings (Wet-night Visibility Spheres)

Special Specification 91685.07 M Polyester Reflectorized Pavement Markings

Specification 727-01 (For Section 687 Thermoplastic)

Specification 727-05 (For Section 640 Traffic Paint)

Currently, two types (gradation or size) of reflective glass spheres (or glass beads) are used with pavement markings: standard size and large size. All of the specifications listed above use standard size with the exception of *Special Specification 18685.07/.08 M Epoxy Reflectorized Pavement Markings (Wet-night Visibility Spheres)*, which uses both standard size and large size reflective glass spheres.

Special Specification 18685.07/.08 M Epoxy Reflectorized Pavement Markings (Wet-night Visibility Spheres) is currently recommended in Regions 8, 10, and 11 with epoxy longline markings. This specification uses Type I (large size) gradation glass spheres and Type II (standard size) gradation glass spheres. During light to moderate rainstorms, large size glass spheres protrude above the film of water covering the pavement marking to provide improved wet-night reflectivity compared to standard size glass spheres. The long-term performance of Type I large size glass spheres is dependent upon their ability to resist “shaving” by snowplows and their ability to resist “popouts” from traffic wear.

Large size glass spheres have been field tested in epoxy pavement markings in several upstate Regions of New York State. Most of the field tests showed that the large size glass spheres were prone to failure from shaving by snowplows and sphere loss after one year. Only one field test (Region 1) showed that wet-night visibility spheres performed satisfactorily for two years. *Item 18685.07/.08M Epoxy Reflectorized Pavement Markings (Wet-night Visibility Spheres)* should not be used with epoxy intersection markings due to reported problems with friction, especially when the pavement markings are wet.

Material Requirements. The majority of reflective glass spheres are manufactured from recycled glass. The glass cullet is crushed, heated in a furnace, and then allowed to cool to form spheres. The glass spheres are graded to size and then treated with a coating prior to packaging (bags or boxes). The specifications require that a certain type of coating (moisture resistant, adherence, or dual-purpose) be applied to the glass spheres.

Standard size reflective glass spheres for *Specification 727-03* (Section 685 Epoxy), *Special Specification 91685.07 M* (Polyester), and *Specification 727-01* (Section 687 Thermoplastic) are accepted at the project site based upon manufacturer’s certification. Standard size reflective glass spheres for *Specification 727-05* (Section 640 Traffic Paint) are accepted at the project site based upon the supplier’s name on the Approved List. Type I (large size) and Type II (standard size) reflective glass spheres for *Special Specification 18685.07/.08 M Epoxy Reflectorized Pavement Markings (Wet-night Visibility Spheres)* are accepted at the project site based upon the appearance of the manufacturer’s name and brand name of the glass sphere on the Approved List.

The epoxy specification (18685.07/.08 M) for wet-night visibility spheres requires the use of an equal amount of large size (Type I) glass spheres and standard size (Type II) glass spheres. This “dual-drop” method has been shown to be more effective than using large gradation glass spheres alone (“single drop”). Large gradation glass spheres are designed to provide better wet-night reflectivity compared to standard gradation glass spheres. The sieve sizes for the large size glass spheres ranges from 2.00 mm to 850 μm . The sieve sizes for the standard size glass spheres ranges from 850 μm to 180 μm .

Some manufacturers supply wet-night visibility spheres which are designed for use with traffic paint. The gradation or size of these wet-night visibility spheres for traffic paint is slightly smaller than the Type I (large size) glass spheres used with epoxy. Wet-night visibility spheres are not recommended for use with traffic paint due to the added expense of the large spheres, and the paint’s short service life. Also, the traffic paint may not properly retain the larger sized glass spheres due to the specified application thickness of the markings. The dry film thickness (cured) of traffic paint is approximately 0.13 mm less than the dry film thickness of epoxy due to the fact that the paint contains solvents which evaporate and the epoxy does not.

Reflective spheres for pavement markings are not always glass. One manufacturer has recently developed ceramic reflective spheres for pavement markings. The ceramic reflective spheres are used in some of the manufacturer’s preformed tape products, and have been recently used in an experimental liquid durable pavement marking material.

Cost and Service Life. In Region 8, the cost of *Special Specification 18685.07/.08 M Epoxy Reflectorized Pavement Markings (Wet-night Visibility Spheres)* is \$0.38 per meter while the cost of *Section 685 Epoxy Reflectorized Pavement Markings* (standard size glass spheres) is \$0.30 per meter. Therefore, the wet-night visibility spheres cost approximately \$0.08 per meter more than standard size glass spheres. The service life of reflective glass spheres is dependent upon their size (large or standard), the service life of the pavement marking material, traffic volumes, and the geographic area of use.

Large gradation spheres are more susceptible to shaving damage from snowplows, and popouts (sphere or bead loss) as compared to standard size glass spheres.

Pavement Marking Compatibility. Reflective glass spheres are treated with a coating to prevent clumping of the spheres and/or to improve adherence of the sphere to the pavement marking. The reflective glass spheres may be treated with either a moisture resistant coating (such as silicone) which allows the spheres to flow freely from the glass sphere dispenser on the pavement marking equipment, an adherence coating (such as silane) to improve the bond of the spheres to the pavement marking, or a “dual-purpose” coating to provide moisture resistance and adherence properties. Different types of adherence coatings are manufactured for compatibility with the specific type of binder (resin) used in the pavement marking.

Reflective glass spheres treated with a silane adherence coating should not be used with fast-dry acrylic resin waterborne traffic paint. The adherence coating allows the sphere to become overly embedded, resulting in poor initial reflectivity.

APPENDIX G

PAVEMENT MARKING RETROREFLECTIVITY

A pavement marking is a system which consists of a pigmented, binder material and reflective spheres. The pigmented, binder material provides daytime visibility while the entire system provides nighttime visibility or retroreflectivity. The effectiveness of nighttime visibility is largely dependent upon the proper application of reflective spheres (beads), however, application of the pigmented, binder material at the specified thickness is also critical.

Optimum retroreflectivity is achieved by applying the reflective spheres at the minimum specified coverage rate. In addition, the spheres must be embedded into the pavement marking at a depth of 50% to 60% of the sphere diameter. If the reflective spheres are not properly embedded, the level of retroreflectivity will be reduced because the light from the vehicle headlamps will not be satisfactorily reflected back to the driver's eyes. In addition, the spheres will be easily dislodged by vehicle tires and by snowplowing operations. Liquid-type pavement markings that are applied in the field must be installed at the proper thickness to achieve proper sphere embedment. For these reasons, it's important to inspect the application of the Contractor's striping work for both pavement marking thickness and for reflective sphere coverage rate. Inspection for pavement marking thickness is discussed in Appendix E. Inspection of reflective sphere application is discussed below.

1. Inspection of Reflective Sphere Application

- a. Equipment Calibration - The reflective sphere dispensing equipment can be calibrated after the wet film thickness (without reflective spheres) of the pavement marking material is satisfactory. The volume of reflective spheres can be measured using a stopwatch, a large container to collect the spheres, and a clear, transparent 1000 mℓ plastic container with 50 mℓ graduation marks.

Chart A and Chart B show the required reflective sphere volumes (mℓ) for a 0.38 mm thick pavement marking at 100 mm width and at 150 mm width, respectively. Chart C and Chart D show the required reflective sphere volumes for a 0.51 mm thick pavement marking at 100 mm width and at 150 mm width, respectively. For each chart, the normal speed of the striping truck and the specified reflective sphere coverage rate are used to determine the required volume (mℓ) of reflective spheres. The truck speed used from the chart should be the speed at which the wet film thickness of the pavement marking was satisfactory.

Chart A - Reflective Sphere Equipment Calibration

Equivalent Volume in Milliliters Per 10 Seconds For a
0.38 mm Wet Film Thickness, 100 mm Wide Line

Truck Speed (mph)	Reflective Sphere Application Rate (kg/ℓ)									
	0.72	0.96	1.20	1.44	1.68	1.92	2.16	2.40	2.64	2.88
10	800	1080	1340	1600	1880	2160	2400	2680	2930	3200
9	720	960	1200	1440	1680	1920	2160	2400	2560	2880
8	640	850	1070	1280	1500	1700	1920	2140	2350	2560
7	560	750	940	1120	1300	1500	1680	1880	2040	2220
6	480	640	800	960	1120	1280	1440	1600	1760	1920
5	400	530	660	800	930	1060	1200	1320	1460	1600
4	320	430	530	640	740	840	960	1060	1160	1280
3	240	320	400	480	560	640	720	800	880	960
2	160	210	260	320	370	420	480	520	580	640

Chart B - Reflective Sphere Equipment Calibration

Equivalent Volume in Milliliters Per 10 Seconds For a
0.38 mm Wet Film Thickness, 150 mm Wide Line

Truck Speed (mph)	Reflective Sphere Application Rate (kg/ℓ)									
	0.72	0.96	1.20	1.44	1.68	1.92	2.16	2.40	2.64	2.88
10	1200	1620	2010	2400	2820	3240	3600	4020	4400	4800
9	1080	1440	1800	2160	2520	2880	3240	3600	3840	4320
8	960	1280	1610	1920	2250	2550	2880	3210	3530	3840
7	840	1130	1410	1680	1950	2250	2520	2820	3060	3330
6	720	960	1200	1440	1680	1920	2160	2400	2640	2880
5	600	800	990	1200	1400	1590	1800	1980	2190	2400
4	480	650	800	960	1110	1260	1440	1590	1740	1920
3	360	480	600	720	840	960	1080	1200	1320	1440
2	240	320	390	480	560	630	720	780	870	960

Chart C - Reflective Sphere Equipment Calibration

Equivalent Volume in Milliliters Per 10 Seconds For a
0.51 mm Wet Film Thickness, 100 mm Wide Line

Truck Speed (mph)	Reflective Sphere Application Rate (kg/ℓ)									
	0.72	0.96	1.20	1.44	1.68	1.92	2.16	2.40	2.64	2.88
10	1070	1440	1780	2140	2500	2880	3200	3580	3920	4270
9	960	1280	1600	1920	2240	2560	2880	3200	3420	3840
8	860	1140	1430	1720	2000	2280	2560	2860	3140	3420
7	750	1000	1250	1500	1730	2000	2240	2500	2720	2960
6	640	850	1070	1280	1500	1700	1920	2140	2350	2560
5	440	700	880	1080	1240	1400	1600	1760	1950	2130
4	430	580	710	860	990	1160	1280	1420	1550	1700
3	320	430	530	640	750	860	960	1060	1180	1280
2	220	280	350	430	500	560	640	700	780	850

Chart D - Reflective Sphere Equipment Calibration

Equivalent Volume in Milliliters Per 10 Seconds For a
0.51 mm Wet Film Thickness, 150 mm Wide Line

Truck Speed (mph)	Reflective Sphere Application Rate (kg/ℓ)									
	0.72	0.96	1.20	1.44	1.68	1.92	2.16	2.40	2.64	2.88
10	1610	2160	2670	3210	3750	4320	4800	5370	5880	6410
9	1440	1920	2400	2880	3360	3840	4320	4800	5130	5760
8	1290	1710	2150	2580	3000	3420	3840	4290	4710	5130
7	1130	1500	1880	2250	2600	3000	3360	3750	4080	4440
6	960	1280	1610	1920	2250	2550	2880	3210	3530	3840
5	660	1050	1320	1620	1860	2100	2400	2640	2930	3200
4	650	870	1070	1290	1490	1740	1920	2130	2330	2550
3	480	650	800	960	1130	1290	1440	1590	1770	1920
2	330	420	530	650	750	840	960	1050	1170	1280

The calibration procedure is performed with the striping equipment in a stationary position, and with the liquid pavement marking spray guns turned off. A large container is placed under the glass sphere dispenser(s). The dispensing equipment is turned on and shut off after 10 seconds. The collected sample is poured into the 1000 ml graduated plastic container, leveled off, and measured to determine the actual volume.

If the volume of the collected sample is higher or lower than specified, the pressure in the reflective sphere tank can be adjusted. If the volume remains consistently low after several attempts to increase the tank pressure, the Contractor may need to add additional dispensers, or install a different type of dispensing equipment that will allow a larger flow of reflective spheres. If equipment for the calibration test is not readily available, contact the reflective sphere manufacturer, Regional Construction or Materials, or the Main Office Materials Bureau.

- b. Visual Standard - During the course of the pavement marking installation, the application of reflective spheres can be inspected by visually comparing the installed lines to a "standard". The "standard" can be established by applying the pavement marking system to a metal plate (min. 100 mm x 300 mm) after calibration of the pavement marking wet film thickness and reflective sphere coverage rate. The truck must be traveling at the same speed that was used during the pavement marking system calibrations. Reflective spheres should be uniformly applied over the entire surface area of the "standard".
- c. Calculation of Reflective Sphere Coverage Rate - The amount of reflective spheres used in relation to the amount of pavement marking material can be calculated by recording the weight of reflective spheres used for a given volume (liters) or a given length (meters) of striping. The total weight of reflective spheres can be divided by the total liters of striping material applied (see Appendix E, storage tank measurement), or the weight can be divided by the total meters of measured striping material.

2. Evaluation of Retroreflectivity

Calibration of striping equipment will not ensure that a durable, and highly retroreflective pavement marking is being applied at all times. Pavement marking spray tips can become clogged or worn, reflective spheres can become clogged in the dispensing equipment system, or the spheres can be blown to one side of the pavement marking by strong winds.

One way to detect retroreflectivity is to view the pavement marking on a clear, sunny day. The observer stands a short distance away from the pavement marking facing away from the sun. The pavement marking is viewed at an angle with the shadow of the observer's head falling near the pavement marking. When the observer is viewing the pavement marking at the appropriate angle, the light from the sun is directed back to the observer's eye. While this method can be useful to determine if a pavement marking has any retroreflectivity and if the reflective spheres are being uniformly applied to the pavement marking, *this is not an accurate method for inspecting or approving pavement marking work.*

An acceptable method to evaluate pavement marking retroreflectivity is to conduct a visual nighttime, drive-through survey. The vehicle headlamps should be on low beam illumination

since this represents the majority of nighttime driving conditions, and the pavement markings should be dry and clean. The overall night visibility can be rated using rankings of “1” for “Poor”, “3” for “Fair”, and “5” for “Good”. Numerical ratings are convenient for calculating and reporting the overall night visibility of numerous roadway locations. Nighttime visibility surveys are subjective, therefore, ratings can vary between different inspectors.

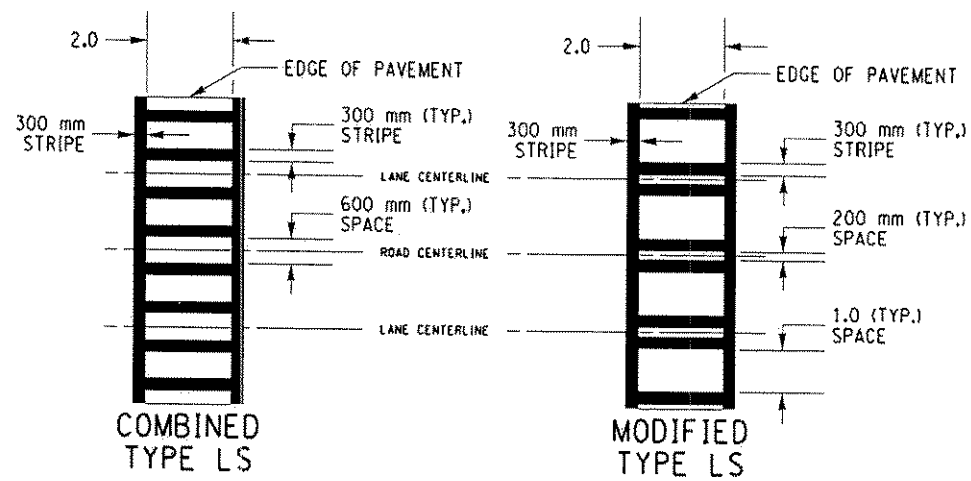
The best method for checking pavement marking retroreflectivity is by using a retroreflectometer designed specifically for horizontally applied pavement markings that contain reflective spheres. Newly designed, 30 meter viewing geometry retroreflectometers (portable and mobile) are now available and are commonly used or specified by many agencies. The design of these instruments simulate what a driver sees at night when viewing a pavement marking from a distance of 30 meters. The instruments measure retroreflectivity in units of millicandelas/square meter/lux ($\text{mcd}/\text{m}^2/\text{lx}$). An advantage of retroreflectometers is they may be used during the daytime (normal work hours), but they can be also used at night.

Numerous readings must be taken at various random locations when using a hand-held retroreflectometer. ASTM D 6359 Minimum Retroreflectance of Newly Applied Pavement Markings Using Portable Hand-Operated Instruments contains a statistical sampling procedure for taking “test point” readings at “checkpoint areas” within various length “zones of measurement”. Mobile type, 30 meter geometry retroreflectometers take continuous readings while traveling at speeds up to 90 km/hr.

The Federal Highway Administration is in the process of determining minimum “maintenance” levels of retroreflectivity that will apply to all agencies’ pavement markings. These minimum standards would be incorporated into the Federal Manual of Uniform Traffic Control Devices. A 30 meter geometry retroreflectometer would be one acceptable means to evaluate retroreflectivity. Nighttime visual surveys may be an acceptable alternative method. Although opinions vary, we expect that the minimum values ($\text{mcd}/\text{m}^2/\text{lx}$) that would be issued for a highway posted at a 90 km/hr speed limit and greater would probably be about 100 for white and 80 for yellow pavement markings.

APPENDIX H

LADDER BAR CROSSWALK DESIGNS



APP DIX I

PAVEMENT MARKING APPLICATION CHART

APPLICATION FACTORS NEW MARKING	USES	AADT	COST ¹ PER METER @100mm (\$)	LIFE ² (Yrs)	TEMP	THICKNESS ³ (mm)	NO-TRACK TIME (Minutes)	REFLECTIVE SPHERES
Traffic Paint	Longline	<5000	0.18 to 0.53	0.5 to 1.0	Air and Pvt ≥ 10°C and rising	0.38 (existing and new pcc) 0.51 (new acc) 0.75 (og or pp)	3	0.75 kg/ℓ
Epoxy	Longline Intersections Hatch	All	0.26 to 0.33	2-3 (acc) 1.5-2 (pcc)	Air and Pvt ≥ 10°C and rising (not damp)	0.38 (existing and new pcc) 0.51 (new acc) 0.75 (og or pp)	30 (reg @ 25°C) 60 (slow @ 25°C)	2.4 kg/ℓ or 1.2 kg/ℓ Type I plus 1.2 kg/ℓ Type II
Polyester	Longline	<5000	0.23	2 (acc) NR pcc	Air and Pvt ≥ 10°C and rising (not damp)	0.38 to 0.51 (acc)	30 (@ 25°C)	2.4 kg/ℓ
Thermoplastic	Longline Hatch	All	High	3-5 (acc) NR pcc	Air ≥ 9.5°C Pvt ≥ 12.5°C and rising (not damp)	3.2 - 4.8 (acc)	10 (@ 21°C)	0.25 kg/m²
Preformed Tape	Intersections	All	High	3	Air ≥ 15.5°C Pvt ≥ 21°C (not damp)	--	10 (@ 21°C) for primer/adhesive	--

NOTES: 1. Upstate, without wet-night visibility spheres. Where/when contracts, add 30%. 2. Factors are for recommended uses and pavement/substrate condition. (See Appendix C.) 3. Og = open graded. Pp= paver placed.

**BID BOND**

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____

having an office at
_____(hereinafter called the "Principal") and the
_____(hereinafter called the "Surety") are held and firmly bound unto the State University of New York (hereinafter called the University)
in the full and just sum of_____ dollars (\$_____)
(in words) (in figures)

good and lawful money of the United States of America, or in the full and just sum of the difference between the Total Bid of the Principal and the Total Bid of the bidder submitting the next lowest bid, whichever sum shall be higher, for the payment of which said sum of money, well and truly to be made and done, the Principal binds itself, its heirs, executors, administrators, successors and assigns and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the University a Proposal for Project No. _____

Titled _____

which Proposal is incorporated herein by reference and made a part hereof as fully and to the same extent as if set forth at length herein;

NOW, THEREFORE, the condition of this obligation is such that in the event (1) the Principal's Total Bid is the lowest one submitted and the Principal timely provides the Post-Bid Information required under Section 8 of the Information for Bidders or (2) the University shall accept the Proposal of the Principal and the Principal shall enter into a Contract with the University in accordance with the terms of such Proposal and/or enter into certain prescribed subcontracts in accordance with the terms of such Proposal and give such Bond or Bonds as may be specified in the Bidding or Contract Documents, then this obligation shall be null and void, otherwise to remain in full force and effect.



BID BOND

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the University may accept the Proposal of the Principal and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and caused this instrument to be signed by its

_____ on this

_____ day of _____, 20_____

Principal

By

IN WITNESS WHEREOF, the Surety has hereunto set its hand and seal and caused this instrument to be signed by its

_____ on this

_____ day of _____, 20_____

Surety

By

**ACKNOWLEDGMENTS FOR BID BOND****(Acknowledgment by Principal, unless it is a Corporation)**

STATE OF NEW YORK)
) ss.: _____
COUNTY OF)

On this _____ day of _____, 20_____, before me personally came _____
_____, to me known and known to me to be the person(s) described in and who
executed the foregoing instruments and acknowledged that he / she executed the same.

Notary Public**(Acknowledgment by Principal, if a Corporation)**

STATE OF NEW YORK)
) ss.: _____
COUNTY OF)

On this _____ day of _____, 20_____, before me personally came _____
_____, to me known, who, being duly sworn, did depose and say
that he / she resides in _____;
that he / she is the _____
of the _____,
the corporation described in and which executed the foregoing instruments; that he / she knows the seal of said corporation; that the seal
affixed to said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he / she
signed their name thereto by like order.

Notary Public**(Acknowledgment by Surety Company)**

STATE OF)
) ss.: _____
COUNTY OF)

On this _____ day of _____, 20_____, before me personally came _____
_____, to me known, who, being by me duly sworn, did depose and say
that he / she resides in _____;
that he / she is the _____
of the _____,
the corporation described in and which executed the foregoing instruments; that he / she knows the seal of said corporation; that the
seal affixed to said instruments is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that
he / she signed their name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner
provided by the laws of the State of New York.

Notary Public



PROSPECTIVE BIDDERS NOTICE MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS: CONSTRUCTION CONTRACTS

To Prospective Bidders:

Consistent with the State University of New York (SUNY)'s commitment and in accordance with Article 15-A of the New York State Executive Law, contractors are required to ensure that good faith efforts are made to include meaningful participation by Minority and Women-Owned Business Enterprises (MWBE). These requirements apply to all SUNY construction contracts in excess of \$100,000.

Receipt of the MWBE utilization plan is required within seven (7) business days after the bid opening, for construction contracts only. The Contract Administrator shall provide MWBE Utilization Plan Form (107) to the campus MWBE Program Coordinator for review and approval for the three apparent low bidders ("Contractor"). The MWBE forms identified below shall be submitted by all bidders.

- a. MWBE Utilization Plan ([7557-107](#))
- b. MWBE-EEO Staffing Plan ([7557-108](#))
- c. MWBE-EEO Policy ([7557-104](#)) or the vendor/contractor's own EEO Policy Statement

If the Contractor's MWBE participation rate shown on its MWBE Utilization Plan is below 30%, the campus MWBE Program Coordinator will provide a written notice of deficiency of the Utilization Plan within twenty (20) business days of its submission to the contractor, as required under 5 NYCRR §142.4.

The notice will include, but not be limited to the following:

- a. A list of NYS certified MWBEs that the contractor could potentially use within the contract scope of work;
- b. The name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals; and
- c. Any other information which the MWBE Program Coordinator determines to be relevant to develop an approvable MWBE Utilization Plan.

The contractor shall respond to the notice of deficiency by submitting a revised MWBE Utilization Plan within seven (7) business days, as required by 5 NYCRR Part §142.6 (e) to the MWBE Program Coordinator.

If the deficiency is not corrected and the MWBE participation rate on the MWBE Utilization Plan is still below 30%, the contractor should request a waiver.

The Waiver Request Form submitted by the Contractor will include, but not be limited to, the following:

- a. A request for partial or total waiver of MWBE goals as required by 5 NYCRR Part §142.6 (f) on Request for Waiver Form ([Form 7557-114](#)) provided by the University-wide MWBE Program Office.
- b. Copy of the deficient Utilization Plan.
- c. Work Scope of this contract. If there are subcontracting opportunities, please provide documentation d, e, and f.
- d. Screenshot of searching results for available MWBEs in [NYS M/WBE Directory](#).
- e. Copy of email messages containing the request for quote, along with the responses from MWBEs.
- f. Forms required to obtain this information are:
[7557-101](#) – MWBE Contractor Solicitation Letter
[7557-102](#) – MWBE Participation Quote
[7557-103](#) – MWBE Contractor Unavailability Certification

Please submit the above documentations by mail, fax, or email:

[CAMPUS NAME]
[CAMPUS MWBE PROGRAM COORDINATOR]
[CAMPUS ADDRESS]
Fax: [CAMPUS FAX]
Tel: [CAMPUS PHONE]
Email: [CAMPUS CONTACT]

- OR - IF APPLICABLE

Please submit the above documentation to the University-wide MWBE Program Office:

SUNY System Administration at State University Plaza,
Office of Diversity, Equity and Inclusion
University-wide MWBE Program
Albany, NY 12246
Fax: (518)-320-1548
Tel: (518)-320-1452
Email: MWBEProgram@suny.edu

Information regarding this legislation may be found at: [Participation by Minority Group Members and Women \(MWBEs\) with Respect to State University of New York Contracts](#) on the [State University of New York](#) web site.

STATE UNIVERSITY OF NEW YORK MWBE UTILIZATION PLAN INSTRUCTIONS (FOR ALL CONTRACT TYPES)

A letter of explanation and documentation of efforts should accompany any MBE/WBE Utilization Plan that falls short of the stated goals. Without an approved MBE/WBE Utilization Plan, SUNY's Notice of Award and Contract may be withheld.

If you have questions or need assistance related to the SUNY's Minority and Women's Business requirements call the University-wide MWBE Program Office at 518-320-1189 or email MWBEprogram@suny.edu.

1. The three low bidding contractors ("Contractors") are required to submit a Utilization Plan (107) to the MWBE Program Coordinator within seven (7) calendar days after the opening of bids for construction contracts exceeding \$100,000.
2. The MWBE Program Coordinator is required to submit the mandatory MWBE documentation to the University-wide MWBE Program Office web based contract management system for commodity, service and construction related consultant service contracts exceeding \$25,000 for construction project exceeding \$100,000 upon contract execution.
3. The MBE and WBE goals are separate and not to be treated as one combined goal.
4. The MBE and WBE firms included are businesses the bidder *seriously expects* to include in the project activity.
5. The contractor reasonably commits to the dollar values included in the plan for participation by MBE and WBE subcontractors and suppliers.
6. MBE and WBE firms ***must be certified*** by the New York State Department of Economic Development, Division of Minority and Women Business Development. A directory of certified minority and women-owned business enterprises is available on the internet at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.
7. Contractors utilizing MWBE firms for supplies/materials/equipment whose NYS certification profile designates them as Broker will receive an MWBE utilization credit for the actual monetary value of the broker fees or the actual markup percentage of the items brokered.
8. MBE and WBE Participation:

The actual services provided by the MBE or WBE must be essential in the performance of the scope of work for the applicable contract. Utilization of a certified MBE or WBE as a conduit or pass through for participation credit is ***strictly prohibited***. It is the discretion of University-wide MWBE Program to determine whether services are essential in the performance of the scope of work and offer a determination of the appropriateness of work allowed for lower tier subcontracting in accordance with practices generally accepted in the construction industry. The services the MBE or WBE will provide must be among those explicitly identified in the profile (codes) of firm as listed in the NYS Empire State Development Directory of Certified MWBEs. Firms submitted or who participate in the project outside of these conditions and without specific prior approval by SUNY will not be credited toward the MWBE Utilization Plan and goals for the contract.

9. Prior to submitting the Plan, the bidders should confirm the following:
 - a. MBE and WBE firms are NYS certified;
 - b. MBE **or** WBE designation ~ Dual certified firms may be used as *either* but **not** both;
 - c. MBE and WBE firms are being used for item(s) within their certification product codes;
 - d. MBE and WBE firms will perform work for which they have been submitted; and
 - e. 2nd tier subcontractors and/or suppliers are noted as such and the purchaser of the product identified (i.e. purchase by electrical sub)

The prime Contractor is responsible for ensuring participation provided by subcontractors for 2nd and 3rd tier MBE and WBE participation.

Submission of a Utilization Plan which fails to meet or exceed each goal shall be accompanied by documentation of specific efforts undertaken both pre and post bid. The campus MWBE Program Coordinator will review and notify Contractor of its assessment.

The University-wide MWBE Program Office in collaboration with the campus MWBE Program Coordinator will review the Utilization Plan and notify the contractor of any deficiencies and determine necessary actions to bring the Utilization Plan into compliance. The University-wide MWBE Program Office reserves the right to require the contractor to provide sufficient documentation of the efforts made in the development of the Plan. The documentation should meet the good faith efforts standard under 5 NYCRR Part §141.6, and demonstrate the contractor's commitment to providing opportunities for MBE and WBE firms in the development of the plan.

A copy of the approved Utilization Plan will be provided to the contractor after issuance of Notice of Award.

MWBE FORM (107) INSTRUCTIONS

Requested information must be completed and submitted within seven (7) days after the bid opening.

Subcontractor Name & Address

Name & Address of each MBE/WBE subcontractor or supplier

MBE or WBE

Minority (MBE) or Women (WBE) Designation

Federal ID

Provide accurate Federal ID number of each MBE/WBE subcontractor or supplier

Dollar Value of Subcontract or Purchase Order

This is the total value of the signed subcontract. If this value is different from the amount in the approved MBE/WBE utilization plan, an explanation should be provided.

Description of Work or Supplies

Brief description of work performed or supplies provided by the MBE/WBE subcontractor or supplier

Schedule

This is the anticipated start and completion dates for each MBE/WBE subcontractor or supplier.
Do not include the construction schedule for the life of the entire project.

Signature

To be signed by an Officer of the Company

- The information included on the form is subject to verification by the campus MWBE Program Coordinator.
- The campus MWBE Program Coordinator must be notified prior to changes made to the approved MBE/WBE Utilization Plan.

Questions regarding this form should **first** be directed to the [campus MWBE Program Coordinator](#) (click the link and be directed to the SUNY MWBE Campus Contacts directory on the University-wide MWBE web site).

Questions regarding this form should be directed to the University-wide MWBE Program Office at (518) 320-1189 or via e-mail: MWBEprogram@suny.edu.

Submit To:

State University of New York
Office of Diversity, Equity and Inclusion University-wide MWBE Program
353 Broadway
Albany, NY 12246
Or MWBEProgram@suny.edu



UNIVERSITY-WIDE MWBE PROGRAM UTILIZATION PLAN

SUNY Project No. _____
 Contractor: _____
 Address: _____
 Phone Number: _____

Bid Date: [Click here to enter a date.](#)
 Primary Contact: _____
 City: _____ State: _____ Zip Code: _____
 Fax Number: _____

Agreement/Contract Value: _____
 E-Mail: _____

GOALS: MBE _____%

WBE _____%

Campus: _____

SUBCONTRACTOR	FEDERAL ID #	DOLLAR VALUE OF CONTRACT OR PURCHASE ORDER	DESCRIPTION OF WORK OR SUPPLIES	SUBCONTRACTOR/SUPPLIER SCHEDULE	
				START DATE	COMPLETION DATE
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____ Check One: MBE <input type="checkbox"/> WBE <input type="checkbox"/>				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____ Check One: MBE <input type="checkbox"/> WBE <input type="checkbox"/>				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____ Check One: MBE <input type="checkbox"/> WBE <input type="checkbox"/>				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____ Check One: MBE <input type="checkbox"/> WBE <input type="checkbox"/>				Click here to enter a date.	Click here to enter a date.

In accordance with the SUNY Contract Documents and Executive Law Article 15-A, my firm seriously expects to use the NYS certified MBE/WBE certified firms listed above. The Contractor shall immediately notify and request approval prior to any changes to this plan from the University-wide MWBE Program Office. ☐

NAME: _____ TITLE: _____ COMPANY OFFICER'S SIGNATURE _____ DATE: [Click here to enter a date.](#)

APPROVED: ☐ DEFICIENT: ☐ MWBE PROGRAM COORDINATOR: _____ DATE: _____

EEO STAFFING PLAN**Instructions on page 2**

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name:		<input type="checkbox"/> Offerer <input type="checkbox"/> Subcontractor Subcontractor's name _____
Offeror's Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (F)	
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (ADM/EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor’s and/or subcontractor’s total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor’s and/or subcontractor’s total work force, the Offeror shall complete this form for the contractor’s and/or subcontractor’s total work force.

Instructions for completing:

- 1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
- 2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
- 3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors’ total work force.
- 4. Enter the total work force by EEO job category.
- 5. Break down the anticipated total work force by gender and enter under the heading ‘Work force by Gender’
- 6. Break down the anticipated total work force by race/ethnic identification and enter under the heading ‘Work force by Race/Ethnic Identification’. Contact the M/WBE Permissible contact(s) for the solicitation if you have any questions.
- 7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
- 8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

**MINORITY AND WOMEN'S BUSINESS - EQUAL EMPLOYMENT
OPPORTUNITY PROGRAM POLICY STATEMENT**

Policy Statement

The _____ commits to carrying out the intent of the New York State
(Name of Campus, Consultant, Contractor)
Executive Law, Article 15-A which assures the meaningful participation of minority and
women's business enterprises in contracting and the meaningful participation of minorities and
women in the workforce on activities financed by public funds.

Minority Business Officer

_____ is designated as the Minority Business Enterprise Officer
(Name of Designated Officer)
responsible for administering the Minority and Women's Business-Equal Employment
Opportunity (M/WBE-EEO) program.

Phone _____

Email _____

M/WBE Contract Goals

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

EEO Contract Goals

10% Minority Labor Force Participation

10% Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____



PROSPECTIVE BIDDERS NOTICE SERVICE DISABLED VETERAN-OWNED BUSINESS ENTERPRISE REQUIREMENTS: CONSTRUCTION CONTRACTS

To Prospective Bidders:

Consistent with the State University of New York (SUNY) 's commitment and in accordance with Article 17-B of the New York State Executive Law and its implementing regulations, state agencies and contractors are required to ensure that good faith efforts are made to include meaningful participation by Service Disabled Veteran-Owned Business (SDVOB). The requirements apply to all SUNY construction contracts in excess of \$100,000.

Receipt of the SDVOB Utilization Plan is required *within seven (7) business days after the bid opening, for construction contracts.* The SDVOB Utilization Plan Form No. 7654-107 shall be submitted by the three apparent low bidders ("Contractor") to the campus MWBE Program Coordinator.

If the Contractor's SDVOB participation rate shown on its SDVOB Utilization Plan is below 6%, the campus MWBE Program Coordinator will provide a written notice of deficiency of the Utilization Plan within twenty (20) business days of its submission to the Contractor, as required under 9 NYCRR § 252.2(l)(4).

The notice will include but not be limited to the following:

- a. A list of NYS certified SDVOBs that the Contractor could potentially use within the contract scope of work;
- b. The name of any SDVOB that is not acceptable for the purpose of complying with the SDVOB participation goals; and
- c. Any other information which the MWBE Program Coordinator determines to be relevant to developing an approvable Utilization Plan.

The Contractor shall respond to the notice of deficiency by submitting a revised SDVOB Utilization Plan within seven (7) business days, as required by 9 NYCRR § 252.2(l) (5) to the MWBE Program Coordinator.

If the deficiency is not corrected and the SDVOB participation rate on the SDVOB Utilization Plan remains below 6%, the Contractor should request a waiver.

The Waiver Request Form submitted by the Contractor will include but not limited to the following:

- a. A request for partial or total waiver of SDVOB goals are required by (9 NYCRR § 252.2(m) (2) on Request for Waiver Form ([Form 7564-114](#)) provided by the University-wide MWBE Program Office.
- b. Copy of the deficient Utilization Plan.
- c. Work Scope of this contract. If there are subcontracting opportunities, please provide documentation d, e, and f.
- d. Screenshot of searching result for available SDVOBs in [Directory of NYS Certified SDVOBs](#).
- e. Copy of email messages containing the request for quote along with the responses from MWBEs.
- f. Forms required to obtain this information are:
[7564-101](#) – SDVOB Contractor Solicitation Letter
[7564-102](#) – SDVOB Participation Quote
[7564-103](#) – SDVOB Contractor Unavailability Certification

Please submit the above documentations by mail, fax, or email:

Please submit the above documentation to the campus MWBE Program Coordinator:

[CAMPUS NAME]

[CAMPUS MWBE PROGRAM COORDINATOR]

[CAMPUS ADDRESS]

Fax: [CAMPUS FAX]

Tel: [CAMPUS PHONE]

Email: [CAMPUS CONTACT]

- OR - IF APPLICABLE

SUNY System Administration at State University Plaza,

Office of Diversity, Equity and Inclusion

University-wide MWBE Program

Albany, NY 12246

Fax: (518)-320-1548

Tel: (518)-320-1452

Email: MWBEProgram@suny.edu

Information regarding this legislation may be found at: [Division of Service-Disabled Veterans' Business Development](#) on the New York State Office General Services web site.

STATE UNIVERSITY OF NEW YORK SDVOB UTILIZATION PLAN

A letter of explanation and documentation of efforts must accompany any SDVOB Utilization Plan that falls short of the stated goals. Without an approved SDVOB Utilization Plan, SUNY's Notice of Award and Contract may be withheld.

If you have questions or need assistance related to the SUNY's Service-Disabled Veteran-Owned Business requirements call the University-wide MWBE Program Office at 518-320-1452 or email MWBEprogram@suny.edu.

1. The three low bidding contractors ("Contractors") are required to submit a Utilization Plan (Form 7564-107) to the MWBE Program Coordinator within seven (7) calendar days after the opening of bids for construction contracts exceeding \$100,000.
2. The MWBE Program Coordinator is required to submit the mandatory SDVOB documentation to the University-wide MWBE Program Office web based contract management system for commodity, service and construction related consultant service contracts exceeding \$25,000 and for construction project exceeding \$100,000 upon contract execution .
3. The SDVOB firms included are businesses the Contractor *seriously expects* to include in the project activity.
4. The Contractor must reasonably commit to the dollar values included in the Utilization Plan for participation by SDVOB subcontractors and suppliers.
5. SDVOB firms **must be certified** by the Division of Service-Disabled Veterans' Business Development. A directory of certified minority and women-owned business enterprises is available on the internet at http://ogs.ny.gov/Core/Docs/CertifiedNYS_SDVOB.pdf. If you would like to receive an excel file containing the current the List of NYS Certified Service-Disabled Veteran-Owned Businesses and sign up to receive updates whenever we certify new businesses, please send a request to veteransdevelopment@ogs.ny.gov.
6. Contractors utilizing SDVOB firms for supplies/materials/equipment whose NYS certification profile designates them as Broker will receive an SDVOB utilization credit for the actual monetary value of the broker fees or the actual markup percentage of the items brokered.

7. SDVOB Participation:

The actual services provided by the SDVOB must be essential in the performance of the scope of work for the applicable contract. Utilization of a certified SDVOB as a conduit or pass through for participation credit is strictly prohibited. It is the discretion of SUNY University-wide MWBE Program to determine whether services are essential in the performance of the scope of work and to offer a determination of the appropriateness of work allowed for lower tier subcontracting, in accordance with practices generally accepted in the construction industry. The services the SDVOB will provide must be among those explicitly identified in the profile (codes) of the firm as listed in the SDVOB directory [Division of Service-Disabled Veterans' Business Development](#). Firms submitted or firms that participate in the project outside of these conditions and without specific prior approval by SUNY will not be credited toward the SDVOB Utilization Plan and goals for the contract.

8. Prior to submitting the Utilization Plan, the bidders should confirm the following:

- a. SDVOB firms are NYS certified;
- b. SDVOB firms are being used for item(s) within their certification product codes as indicated in their SDVOB Directory firm profile;
- c. SDVOB firms will perform work for which they have been submitted; and
- d. 2nd tier subcontractors and/or suppliers are identified as such and SDVOB Utilization credit shall be given for 60% of the total contract value of supply purchases or services rendered (for example, when an electrical subcontractor purchases from a 3rd party supplier an SDVOB utilization credit will be given for 60% of the total contract value).

The prime Contractor is responsible for ensuring participation provided by subcontractors for 2nd and 3rd tier SDVOB participation.

Submission of a Utilization Plan which fails to meet or exceed each goal shall be accompanied by documentation of specific efforts undertaken both pre- and post-bid. The campus MWBE Program Coordinator will review and notify Contractor of its assessment.

The University-wide MWBE Program Office in collaboration with the campus MWBE Program Coordinator will review the Utilization Plan and notify the Contractor of any deficiencies and determine necessary actions to bring the Plan into compliance. The University-wide MWBE Program Office reserves the right to require the Contractor to provide sufficient documentation of the efforts made in the development of the Utilization Plan. The documentation should meet the good faith efforts standard under 9 NYCRR § 252.2, and demonstrate the Contractor's commitment to providing opportunities for SDVOB firms in the development of the Utilization Plan.

A copy of the approved Utilization Plan will be provided to the Contractor after issuance of Notice of Award.

SDVOB FORM (7564-107) UTILIZATION PLAN INSTRUCTIONS

Requested information must be completed and submitted within seven (7) days after the bid opening.

Subcontractor Name & Address

Name & Address of each SDVOB subcontractor or supplier.

Federal ID

Provide accurate Federal ID number of each SDVOB subcontractor or supplier.

Dollar Value of Subcontract or Purchase Order

This is the total value of the signed subcontract. If this value is different from the amount in the approved SDVOB Utilization Plan, an explanation should be provided.

Description of Work or Supplies

Brief description of work performed or supplies provided by the SDVOB subcontractor or supplier.

Schedule

This is the anticipated start and completion dates for each SDVOB subcontractor or supplier. Do not include the construction schedule for the life of the entire project.

Signature

To be signed by an Officer of the Company.

- The information included on the Form 7564-107 is subject to verification by the campus MWBE Program Coordinator.
- The campus MWBE Program Coordinator must be notified prior to changes made to the approved SDVOB Utilization Plan.

Questions regarding this form should **first** be directed to the [campus MWBE Program Coordinator](#) (click the link and be directed to the SUNY MWBE Campus Contacts directory on the University-wide MWBE web site).

Questions regarding this form should be directed to the University-wide MWBE Program Office at (518) 320- 1340 or via e-mail: MWBEprogram@suny.edu.

Submit To:

State University of New York
Office of Diversity, Equity and Inclusion University-wide MWBE Program
353 Broadway
Albany, NY 12246
Or MWBEProgram@suny.edu



UNIVERSITY-WIDE SDVOB PROGRAM UTILIZATION PLAN

SUNY Project No. _____

Contractor: _____

Address: _____

Phone Number: _____

Bid Date: [Click here to enter a date.](#)

Primary Contact: _____

City: _____ State: _____ Zip Code: _____

Fax Number: _____ E-Mail: _____

Agreement/Contract Value: _____

GOALS: SDVOB _____%

Campus: _____

SUBCONTRACTOR	FEDERAL ID #	DOLLAR VALUE OF CONTRACT OR PURCHASE ORDER	DESCRIPTION OF WORK OR SUPPLIES	SUBCONTRACTOR/SUPPLIER SCHEDULE	
				START DATE	COMPLETION DATE
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____				Click here to enter a date.	Click here to enter a date.

In accordance with the SUNY Contract Documents and Executive Law Article 17-B, my firm seriously expects to use the NYS certified SDVOB firms listed above. The Contractor shall immediately notify and request approval prior to any changes to this Utilization Plan from the Campus MWBE Program Coordinator.



NAME: _____

TITLE: _____

COMPANY OFFICER'S SIGNATURE _____

DATE: [Click here to enter a date.](#)

APPROVED: ☐

DEFICIENT: ☐

MWBE PROGRAM COORDINATOR: _____

DATE: _____



UNIVERSITY-WIDE SDVOB PROGRAM UTILIZATION PLAN SDVOB FORM (107) INSTRUCTIONS

A letter of explanation and documentation of efforts must accompany any SDVOB Utilization Plan that falls short of the stated goals. Without an approved SDVOB Utilization Plan, SUNY's Notice of Award and Contract may be withheld.

If you have questions or need assistance related to the SUNY's Service-Disabled Veteran-Owned Business requirements call the University-wide MWBE Program Office at 518-320-1340 or email MWBEprogram@suny.edu.

1. The three low bidding contractors ("Contractors") are required to submit an SDVOB Utilization Plan (Form 7465-107) to the MWBE Program Coordinator within seven (7) calendar days after the opening of bids for construction contracts exceeding \$100,000.
2. The MWBE Program Coordinator is required to submit the mandatory SDVOB documentation to the University-wide MWBE Program Office after the opening of bids for commodity, service and construction related consultant service contracts exceeding \$25,000 for the lowest bidding Contractor.
3. The SDVOB goals are not related to any other goals. Dual certified firms may be used to meet both MBE and SDVOB or WBE and SDVOB goals.
4. The SDVOB firms included are businesses the bidder *seriously expects* to include in the project activity.
5. The Contractor must reasonably commit to the values included in the Utilization Plan for participation by SDVOB subcontractors and suppliers.
6. SDVOB firms must be certified by the New York State Office of General Services Division of Service-Disabled Veterans' Business Development. A directory of NYS Certified Service-Disabled Veteran-Owned Businesses is available on the internet at <http://ogs.ny.gov/Core/SDVOBA.asp>.
7. Contractors utilizing SDVOB firms for supplies/materials/equipment whose NYS certification profile designates them as a Broker will receive an SDVOB utilization credit for the actual monetary value of the broker fees or the actual markup percentage of the items brokered.
8. SDVOB Participation:

The actual services provided by the SDVOB must be essential in the performance of the scope of work for the applicable contract. Utilization of a certified SDVOB as a conduit or pass through for participation credit is strictly prohibited. It is the discretion of the SUNY to determine whether services are essential in the performance of the scope of work and to offer a determination of the appropriateness of work allowed for lower tier subcontracting, in accordance with practices generally accepted in the construction industry. The services the SDVOB will provide must be among those explicitly identified in the profile (codes) of the firm as listed in the NYS Office of General Services Directory of Certified SDVOBs. Firms submitted or firms that participate in the project outside of these conditions and without specific prior approval by SUNY will not be credited toward the SDVOB Utilization Plan and goals for the contract. □

9. Prior to submitting the Utilization Plan, the bidders should confirm the following:
 - a. SDVOB firms are NYS certified;
 - b. SDVOB designation ~ Dual certified firms may be used as *MBE/SDVOB and/or WBE/SDVOB*;
 - c. SDVOB firms are being used for item(s) within their certification product codes as indicated in their SDVOB Directory firm profile;
 - d. SDVOB firms will perform work for which they have been submitted; and
 - e. 2nd tier subcontractors and/or suppliers are identified as such and SDVOB Utilization credit shall be given for 60% of the total contract value of supply purchases or services rendered (for example, when an electrical subcontractor purchases from a 3rd party supplier an SDVOB utilization credit will be given for 60% credit of the total contract value).



UNIVERSITY-WIDE SDVOB PROGRAM UTILIZATION PLAN

The prime Contractor is responsible for ensuring participation provided by subcontractors for 2nd and 3rd tier SDVOB participation.

Submission of a Utilization Plan which fails to meet or exceed each goal shall be accompanied by documentation of specific efforts undertaken both pre and post bid. The campus MWBE Program Coordinator will review and notify Contractor of its assessment.

The University-wide MWBE Program Office in collaboration with the campus MWBE Program Coordinator will review the Utilization Plan and notify the Contractor of any deficiencies and determine necessary actions to bring the Utilization Plan into compliance. The University-wide MWBE Program Office reserves the right to require the Contractor to provide sufficient documentation of the efforts made in the development of the Utilization Plan. The documentation should be responsive to good faith efforts and demonstrate the Contractor's commitment to providing opportunities for SDVOB firms in the development of the Utilization Plan.

A copy of the approved Utilization Plan will be provided to the Contractor after issuance of Notice of Award.

□



UNIVERSITY-WIDE SDVOB PROGRAM UTILIZATION PLAN

Requested information must be completed and submitted within seven (7) days after the bid opening.

Subcontractor Name & Address

Name & Address of each SDVOB subcontractor or supplier.

SDVOB

Service-Disabled Veteran-Owned Designation.

Federal ID

Provide accurate Federal ID number of each SDVOB subcontractor or supplier.

Dollar Value of Subcontract or Purchase Order

This is the total value of the signed subcontract. If this value is different from the amount in the approved SDVOB Utilization Plan, an explanation should be provided.

Description of Work or Supplies

Brief description of work performed or supplies provided by the SDVOB subcontractor or supplier.

Schedule

This is the anticipated start and completion dates for each SDVOB subcontractor or supplier. Do not include the construction schedule for the life of the entire project.

Signature

To be signed by an Officer of the Company.

- The information included on the form is subject to verification by the University-wide MWBE Program Office.
- The University-wide MWBE Program Office must be notified prior to changes made to the approved SDVOB Utilization Plan.

Questions regarding this form should be directed to the University-wide MWBE Program Office at (518) 320- 1452 or via e-mail: mwbeprogram@suny.edu.

Submit To:



State University of New York
Office of Diversity, Equity and Inclusion University-wide MWBE Program
353 Broadway
Albany, NY 12246
or MWBEProgram@suny.edu

State Finance Law 139-1 Certification

By submission of this bid, each bidder and each person signing on behalf of any bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such a policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____, 20__

NY Human Rights Law Executive Order 177 Certification

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Bidder Name: _____

By (signature): _____

Name: _____

Title: _____

Date: _____, 20__

FORM A
Summary: Policy and Procedure of the State University of New York
Relating to State Finance Law §§139-j and 139-k

State Finance Law §§139-j and 139-k, enacted by Ch. 1 L. 2005, as amended by Ch. 596 L. 2005, effective January 1, 2006, regulate lobbying on government procurement, including procurements by State University to obtain commodities and services and to undertake real estate transactions.

Generally, the law restricts communications between a potential vendor or a person acting on behalf of the vendor, including its lobbyist, to communications with the officers and employees of the procuring agency designated in each solicitation to receive such communications. Further, the law prohibits a communication (a “Contact”) which a reasonable person would infer as an attempt to unduly influence the award, denial or amendment of a contract. These restrictions apply to each contract in excess of \$15,000 during the “restricted period” (the time commencing with the earliest written notice of the proposed procurement and ending with the later of approval of the final contract by the agency, or, if applicable, the State Comptroller). The agency must record all Contacts, and, generally, must deny an award of contract to a vendor involved in a knowing and willful Contact. Each agency must develop guidelines and procedures regarding Contacts and procedures for the reporting and investigation of Contacts. The agency’s procurement record must demonstrate compliance with these new requirements.

Accordingly, neither a potential vendor nor a person acting on behalf of the vendor should contact any individual at State University other than the person designated in this solicitation as State University’s Designated Contact, nor attempt to unduly influence award of the contract. State University will make a record of all Contacts, and such records of Contact will become part of the procurement record for this solicitation. A determination that a vendor or a person acting on behalf of the vendor has made intentionally a Contact or provided inaccurate or incomplete information as to its past compliance with State Finance Law §§139-j and 139-k is likely to result in denial of the award of contract under this solicitation. Additional sanctions may apply.

A complete copy of the State University of New York Procurement Lobbying Policy and Procedure is available for review at www.suny.edu/sunypp/.

FORM B
Affirmation with respect to State Finance Law §§139-j and 139-k

A complete copy of the State University of New York Procurement Lobbying Policy and Procedure is available for review at www.suny.edu/sunypp/.

Procurement Description/ID No.

Offerer **AFFIRMS** that it has reviewed and understands the Policy and Procedure of the State University of New York, relating to State Finance Law §§139-j and 139-k, and agrees to comply with State University's procedure relating to Contacts with respect to this procurement.

Name of Offerer:

Address:

Person Submitting Form:

Name:

Title:

FORM C
Disclosure and Certification with respect to State Finance Law §§139-j and 139-k

Procurement Description/ID No. _____

1. Has a Governmental Entity, as defined in State Finance Law §139-j(1)(a), made a determination of non-responsibility with respect to the Offerer within the previous four years where such finding was due to a violation of State Finance Law §139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?

No ____
Yes ____

If yes, provide the following details:
Governmental Entity which made the finding:
Date of finding:
Basis of finding:

2. Has a Governmental Entity terminated or withheld a procurement contract with the Offer because of violations of State Finance Law §139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?

No ____
Yes ____

If yes, identify the following:
Governmental Entity which terminated the contract:
Date of contract termination or withholding:
Identify the related procurement contract:

Offerer **CERTIFIES** that all information provided by Offerer with respect to its compliance with State Finance Law §§139-j and 139-k is complete, true and accurate.

Name of Offerer:

Address:

Signature of Person Submitting Form: _____
Name:
Title:
Date:

**State University of New York
Public Officers Law**

Form XIII

Purchasing and Contracting Procedures
(Procurement)

Inquiry to determine compliance with the provisions of Public Officers Law
§ 73 (4)

Please indicate if you or any officer of your organization, or any party owning or controlling more than 10 percent of your stock if you are a corporation, or any member if you are a firm or association, is an officer or employee of the State of New York or of a public benefit corporation of the State of New York.

_____ Yes

_____ No



LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____

(hereinafter called the "Principal") and _____

(hereinafter called the "Surety") are held and firmly bound to the State University of New York (hereinafter called the University) in the full and just sum of:

_____ dollars (\$ _____)
(in words) (in figures)

good and lawful money of the United States of America, for the payment of which sum of money, well and truly to be made and done, the Principal binds itself, its heirs, executors, administrators, successors and assigns and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the _____ day of _____, 20 _____, with the University for the work contained in Project No. _____, a copy of which Contract is annexed to and hereby made a part of this Bond as though herein set forth in full; and

WHEREAS, the University has required this Bond guaranteeing prompt payment of monies due to all persons furnishing the Principal or any subcontractor of the Principal with labor or materials in the prosecution of the work provided in such Contract;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly pay all monies due to all persons furnishing the Principal or any subcontractor of the Principal with labor or materials in the prosecution of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, the said Surety, for value received, hereby stipulates and agrees that no change, extension, alteration or addition to the terms of the said Contract or Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension, alteration or addition; and further.

PROVIDED, HOWEVER, the place of trial of any action on this Bond shall be in the county in which the said Contract was to be performed, or if said Contract was to be performed in more than one county, then in any such county, and not elsewhere; and further

PROVIDED, HOWEVER, this Bond shall be enforceable in accordance with the terms and provisions of Section 137 of the State Finance Law.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and the Surety has caused this instrument to be signed by its attorney in-fact on this _____ day of _____, 20 _____

Principal

By

Surety

By



PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____

(hereinafter called the "Principal") and _____

(hereinafter called the "Surety") are held and firmly bound to the State University of New York (hereinafter called the University) in the full and just sum of:

_____ dollars (\$ _____)
(in words) (in figures)

good and lawful money of the United States of America, for the payment of which sum of money, well and truly to be made and done, the Principal binds itself, its heirs, executors, administrators, successors and assigns and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the _____ day of _____, 20_____, with the University for the work contained in Project No. _____, a copy of which Contract is annexed to and hereby made a part of this Bond as though herein set forth in full; and

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, its representatives or assigns, shall well and faithfully comply with and perform all the terms, covenants and conditions of said Contract on its part to be kept and performed and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to the true intent and meaning of said Contract, including repair and/or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the University from all cost and damage which it may suffer by reason of failure to do so, and shall fully reimburse and repay the University for all outlay and expense which the University may incur in making good any such default, and shall protect the said University against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said University or its trustees, officers, agents or employees or which the said University may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair of maintenance thereof, or the manner of doing the same, or the neglect of the said Principal, or its agents, or the improper performance of the said work by the said Principal, or its agents, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the University, to fully perform and complete the work mentioned and described in said Contract, pursuant to the terms, conditions, and covenants thereof, if for any cause the Principal fails or neglects to so fully perform and complete such work and the Surety further agrees to commence such work of completion within ten (10) calendar days after written notice thereof from the University and to complete such work within ten (10) calendar days from the expiration of the time allowed the Principal in the Contract for the completion thereof; and further

PROVIDED, HOWEVER, the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by an extension of time, modification, omission, addition, or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer of any work to be performed or any monies due or to become due thereunder or by the University's takeover, use,



PERFORMANCE BOND (Page 2)

occupancy or operation of any part or all of the work covered by the Contract; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, transfers, takeovers, uses, occupancies or operations, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and the Surety has caused this instrument to be signed by its attorney-in-fact on this _____ day _____ of, 20____

Principal

By

Surety

By



ACKNOWLEDGMENTS FOR LABOR AND MATERIAL BOND AND PERFORMANCE BOND

(Acknowledgment by Principal, unless it is a Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 20_____, before me personally came _____
_____, to me known and known to me to be the person(s) described in and who
executed the foregoing instruments and acknowledged that he / she executed the same.

Notary Public

(Acknowledgment by Principal, if a Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 20_____, before me personally came _____
_____, to me known, who, being duly sworn, did depose and say
that he / she resides in _____;
that he / she is the _____
of the _____,
the corporation described in and which executed the foregoing instruments; that he / she knows the seal of said corporation; that the seal
affixed to said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he / she
signed their name thereto by like order.

Notary Public

(Acknowledgment by Surety Company)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 20_____, before me personally came _____
_____, to me known, who, being by me duly sworn, did depose and say
that he / she resides in _____;
that he / she is the _____
of the _____,
the corporation described in and which executed the foregoing instruments; that he / she knows the seal of said corporation; that the
seal affixed to said instruments is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that
he / she signed their name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner
provided by the laws of the State of New York.

Notary Public

Insurance Forms

Evidence of insurance **MUST** be submitted on the ACORD Certificate of Liability Insurance Form (ACORD 25) and NYS required Workers' Compensation/NYS Disability Insurance forms. The certificates:

- MUST be signed by an authorized representative of the insurance carrier or producer authorized to write coverage in the State of New York
 - Excess Line, or non admitted carriers are NOT permitted *
- MUST disclose any deductible, self-insured retention or aggregate limit
- MUST indicate the Additional Insureds and Named Insureds on the form
 - An additional insured endorsement CG 20 10 11 85 or equivalent is provided
 - Additional Insureds must include the State of New York, State University of New York, and State University Construction Fund
- MUST make reference to the project, contract or agreement number on the form

SUNY will accept insurance forms by electronic submission to the campus representative identified as the designated contact within the IFB or RFQ.

- All attachments must be in adobe .pdf format
- ACORD Forms will only be accepted if the email is sent directly by the insurance company, agent or broker to the designated contact
- Insurance forms received via email by the Campus from, or forwarded by consultants and contractors will not be accepted
- Disability and Worker's Compensation forms may be emailed by consultants, contractors, agents or carriers to the designated contact
- The campus representative reviewing the certificate will take reasonable steps to verify that the email is from an authorized insurance company, agent or broker. For example, the domain (e.g. "@insurance broker.com") may be verified on the NYS DFS insurance licensing public website where the brokers email address and license number can be found.

SUNY's Insurance Checklist must be completed by the campus representative responsible for reviewing insurance certificates, and kept as part of the procurement record.

Required documentation includes:

1. ACORD 25 - Certificate of Liability Insurance Form
2. NYS-required Workers' Compensation/NYS Disability Insurance Forms
3. SUNY Insurance Checklist (see page 3 of this form)

The Council of Contracting Agencies is developing guidance to state agencies on the ACORD 855 NY - Construction Certificate of Liability Addendum form. Once guidance is available SUNY will provide information and training on how to use and review the ACORD 855 form, and it will be added as an insurance requirement for SUNY's construction contracts.

Expiration and Renewal of Insurance Policies:

If any policies will expire during the term of the agreement, the campus representative responsible for reviewing insurance certificates must request proof of renewal 30 days prior to the expiration of the insurance policy. At that time, if

proof of renewal or replacement of coverage has not been received, the campus will send a letter to the Contractor stating that the Agency requires receipt of a new Certificate of Insurance before the existing coverage expires.

*In the event that insurance cannot be obtained from an insurance company authorized to write coverage in the State of New York the campus may consider the use of an excess line or non admitted carrier only if the following conditions are met.

- The insurance agent or broker has provided written evidence of no less than five requests for insurance quotes made to insurance carriers authorized to write coverage in the State of New York, and has provided copies of the written responses from those insurance carriers indicating those carriers are declining to offer coverage.
- The insurance agent or broker has provided an excess line insurance affidavit (Form - Exhibit A.10 of the Council of Contracting Agencies Insurance Procedure Manual).
- Campus Counsel has approved such documentation.

Notice of a potential claim:

When a campus learns of a potential lawsuit, whether by receipt of a communication or pleading from a private attorney or by a communication from the Office of the Attorney General, it should immediately identify any applicable insurance and notify all applicable insurance carrier(s) of the potential lawsuit. This notification needs to be done even if the accident or incident was previously reported to the same carrier or carriers.

In addition, upon receipt of a Notice of Intention, Claim, Summons with Notice, or Complaint or letter threatening litigation, the campus must notify Albany Claims Bureau or the New York City Claims Bureau of the Office of the Attorney General, depending where the incident occurred. Provide proof of insurance coverage and notification to the applicable insurance company(s).

Liability insurance policies typically have two notification provisions. The first is notification of an incident, i.e., the insurance company requires that it be notified of an accident or incident at the time of or shortly after it occurs. The second notification is that of a potential or existing lawsuit. Both notification provisions require the insurance company to be notified as soon as "reasonably practical" or as set forth in the policy. Campuses should establish procedures for identifying any applicable insurance and providing written notice to all applicable insurance carriers of situations causing potential claims. Failure to notify the insurance company under one or both of these required notification provisions allows the insurance company to argue denial of coverage. Campuses should also, in consultation with campus counsel, establish a process for preserving evidence.

**INSURANCE REVIEW CHECKLIST***Risk Management Review Checklist for Insurance Certificates
For Construction and Construction Related Consultant Services Contracts*

Name of Contractor/Professional/Vendor _____

Project Name _____

Contract # _____ Project # _____ Date Contract Rec'd _____

Contract Type: _____ Construction _____ Design _____ Other (Specify) _____

Insurance Requirements:	Standard per SUNY Contract	Yes _____	No _____
	Environmental Liability Coverage required	Yes _____	No _____
	Renewal Certificates	Yes _____	No _____

Insurance Carriers Licensed in NYS *(Rating must be A- or better)*

- | | | | |
|-------------------------|-----------|----------|--------------|
| • Carrier A | Yes _____ | No _____ | Rating _____ |
| • Carrier B | Yes _____ | No _____ | Rating _____ |
| • Carrier C | Yes _____ | No _____ | Rating _____ |
| • Carrier D | Yes _____ | No _____ | Rating _____ |
| • Carrier E | Yes _____ | No _____ | Rating _____ |
| • Worker's Comp Carrier | Yes _____ | No _____ | Rating _____ |
| • Disability Carrier | Yes _____ | No _____ | Rating _____ |

Per the Certificate(s) provided, the following insurance is in compliance with the contract documents:

- | | <u>Initials</u> | <u>Date</u> |
|---|--------------------|---------------------|
| • General Liability | _____ | _____ |
| ○ Additional Insureds include the
State of New York, State University of New York, and
State University Construction Fund | | |
| ○ Occurrence based policy | | |
| ○ Limits are adequate | | |
| • Automobile Liability (Endorsements included) | _____ | _____ |
| • Excess/Umbrella Liability | _____ | _____ |
| • Workers' Compensation and Disability | _____ | _____ |
| ○ SUNY is listed as certificate holder | | |
| ○ Campus verified coverage on the Workers Compensation
Board Website | | |
| ○ Endorsements of the policy are included | | |
| • Builder's Risk (for Construction) | _____ | _____ |
| • Owners Protective Liability (for Construction) | _____ | _____ |
| ○ SUNY is listed as a named insured | | |
| • Asbestos (where applicable) | _____ | _____ |
| ○ Limits are in addition to required CGL/Excess Limits | | |
| ○ Limits match the contract, | | |
| ○ SUNY is a named insured | | |
| • Professional Liability (for architecture and engineering) | Per Claim \$ _____ | Deductible \$ _____ |

Name and signature (Campus Representative)_____
Date Reviewed

**BUILDERS RISK INSURANCE BREAKDOWN**

Date: _____

Title of Project:
Location of Project:
Project No.:

Name of Contractor:
Address of Contractor:
Estimated Completion Date:

Contract Amount: \$ _____
Non-insurable items
(amounts to be determined from Contractor's
approved breakdown):

1. Cost of the contractor's Performance and Labor and Materials Bonds \$ _____
2. Cost of trees, shrubbery, lawn grass, plants and the maintenance of same \$ _____
3. Cost of demolition \$ _____
4. Cost of excavation
5. Cost of foundations, piers or other supports which are below the undersurface of the lowest basement floors, or where there is no basement, which are below the surface of the ground. Concrete and Masonry Work \$ _____
6. Cost of Underground flues, pipes or wiring \$ _____
7. Cost of earthmoving, grading, and the cost of paving, roads, walks, parking lots and athletic fields \$ _____
8. Cost of bridges, tunnels, dams, piers, wharves, docks, retaining walls and radio and/or television towers and antennas \$ _____

Total Non-insurable items: \$ _____
Amount of Builder's Risk Insurance to be procured: \$ _____

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

You have selected the For-Profit Construction questionnaire, commonly known as the “CCA-2,” which may be printed and completed in this format or, **for your convenience, may be completed online using the [New York State VendRep System](#).**

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor’s business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name</u>		<u>EIN</u> _____		
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>		
		Telephone ext.		Fax
		Website		
Authorized Contact for this Questionnaire				
Name		Telephone ext.		Fax
Title		Email		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS			
1.0 <u>Business Entity</u> Type – Check appropriate box and provide additional information:			
a) <input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)	Date of Incorporation		
b) <input type="checkbox"/> <u>Limited Liability Company</u> (LLC or PLLC)	Date Organized		
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration		
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established		
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established	County (if formed in NYS)	
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?		
g) <input type="checkbox"/> Other	Date Established		
If Other, explain:			
1.1 Was the <u>Business Entity</u> formed in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No,” indicate jurisdiction where the <u>Business Entity</u> was formed:			
<input type="checkbox"/> United States	State		
<input type="checkbox"/> Other	Country		

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

I. BUSINESS CHARACTERISTICS			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			<input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5 If the <u>Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State? <i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <input type="checkbox"/> <u>New York State Small Business</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i> <u>Joint Ventures</u> : Provide information for all firms involved.			
Name <i>(For each person, include middle initial)</i>	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable <i>(enter N/A, if not applicable)</i> :		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction-related Joint Ventures</u> within the past three (3) years? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts? ☐ Yes ☐ No

If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc.

If less than ten, include most recent subcontracts on projects up to that number.

3.1 Does the Business Entity currently have uncompleted construction contracts? ☐ Yes ☐ No

If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc.

Note: Ongoing projects must be included.

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? ☐ Yes ☐ No

4.1 Been subject to a denial or revocation of a government prequalification? ☐ Yes ☐ No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? ☐ Yes ☐ No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity? ☐ Yes ☐ No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? ☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract? ☐ Yes ☐ No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract? ☐ Yes ☐ No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity? ☐ Yes ☐ No

5.3 Had its surety called upon to complete any contract whether government or private sector? ☐ Yes ☐ No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract? ☐ Yes ☐ No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

7.1 Been the subject of:	
(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or	<input type="checkbox"/> Yes <input type="checkbox"/> No
(ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

7.4 Had a New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

<p>7.6 Other than previously disclosed, been the subject of any <u>citations</u>, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of:</p> <ul style="list-style-type: none"> <u>Federal</u>, state or local health laws, rules or regulations; <u>Federal</u>, state or local environmental laws, rules or regulations; Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; Any labor law or regulation, which was deemed willful; Employee Retirement Income Security Act (ERISA); <u>Federal</u>, state or local human rights laws; <u>Federal</u>, state or local security laws? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.

VIII. LEADERSHIP INTEGRITY

If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.

Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:

<p>8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.1 <u>Suspended</u>, <u>debarred</u> or <u>disqualified</u> from any <u>government contracting process</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.2 The subject of a criminal <u>investigation</u>, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:</p> <ul style="list-style-type: none"> (i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY			
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>			
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>			
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>			
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>			
9.4 What is the <u>Business Entity's</u> Bonding Capacity?			
a. Single Project		b. Aggregate (All Projects)	
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:			
1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales	
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)			
1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount	
9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls . (This information must be attached.)			

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☐ No

Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.

If "Yes," indicate the question number(s) and explain the basis for the claim.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20__;

_____ Notary Public

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:							
1.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
2.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
3.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
4.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
5.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:							
6.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
7.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
8.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
9.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
10.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:**NYS Vendor ID:****Question 3.1: List all current uncompleted construction contracts:**

1.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
2.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
3.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
4.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:**NYS Vendor ID:****Question 3.1: List all current uncompleted construction contracts:**

5.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
6.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
7.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
8.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:**NYS Vendor ID:****Question 3.1: List all current uncompleted construction contracts:**

9.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
10.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	

Grand Total All Uncompleted Contracts	\$0.00
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NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

As of Date: _____

ASSETS

Current Assets

1. Cash		\$	_____	-
2. Accounts receivable - less allowance for doubtful accounts	\$	_____	-	
Retainers included in accounts receivable	\$	_____	-	
Claims included in accounts receivable not yet approved or in litigation	\$	_____	-	
Total Accounts Receivable		\$	_____	-
3. Notes receivable - due within one year		\$	_____	-
4. Inventory - materials		\$	_____	-
5. Contract costs in excess of billings on uncompleted contracts		\$	_____	-
6. Accrued income receivable				
Interest	\$	_____	-	
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Accrued Income Receivable		\$	_____	-
7. Deposits				
Bid and Plan _____	\$	_____	-	
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Deposits		\$	_____	-
8. Prepaid Expenses				
Income Taxes	\$	_____	-	
Insurance	\$	_____	-	
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Prepaid Expenses		\$	_____	-
9. Other Current Assets				
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Other Current Assets		\$	_____	-
10. Total Current Assets				\$ _____ -
11. Investments				
Listed securities-present market value	\$	_____	-	
Unlisted securities-present value	\$	_____	-	
Total Investments				\$ _____ -

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

12. Fixed Assets

Land	\$	-	
Building and improvements	\$	-	
Leasehold improvements	\$	-	
Machinery and equipment	\$	-	
Automotive equipment	\$	-	
Office furniture and fixtures	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total		\$	-
Less: Accumulated depreciation		\$	-
Total Fixed Assets - Net			\$ -

13. Other Assets

Loans receivable			
Officers	\$	-	
Employees	\$	-	
Shareholders	\$	-	
Cash surrender value of officers' life insurance	\$	-	
Organization expense – net of amortization	\$	-	
Notes receivable - due after one year	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total Other Assets			\$ -

14. TOTAL ASSETS

\$ -

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

LIABILITIES

Current Liabilities

15. Accounts payable	\$	-
16 a. Loans from shareholders - due within one year	\$	-
16 b. Other Loans - due within one year	\$	-
17. Notes payable - due within one year	\$	-
18. Mortgage payable - due within one year	\$	-
19. Other payables - due within one year		
Other (list) _____	\$	-
_____	\$	-

Total Other Payables - due within one year	\$	-
20. Billings in excess of costs and estimated earnings	\$	-
21. Accrued expenses payable		
Salaries and wages	\$	-
Payroll taxes	\$	-
Employees' benefits	\$	-
Insurance	\$	-
Other	\$	-
Total Accrued Expenses Payable	\$	-
22. Dividends payable	\$	-
23. Income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Income Taxes Payable	\$	-
24. Total current liabilities	\$	-
25. Deferred income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Deferred Income Taxes	\$	-
26. Long Term Liabilities		
Loans from shareholders - due after one year	\$	-
Other Loans - due within one year		
Principle	\$	-
Interest	\$	-
Notes payable - due after one year	\$	-
Mortgage - due after one year	\$	-
Other payables - due after one year	\$	-
Other (list) _____	\$	-
_____	\$	-
Total Long Term Liabilities	\$	-

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

27. Other Liabilities

Other (list)	_____	\$	_____	-
	_____	\$	_____	-

Total Other Liabilities \$ _____ -

28. TOTAL LIABILITIES \$ _____ -

NET WORTH

29. Net Worth (if proprietorship or partnership) \$ _____ -

30. Stockholders' Equity

Common stock issued and outstanding	\$	_____	-
Preferred stock issued and outstanding	\$	_____	-
Retained earnings	\$	_____	-
Total	\$	_____	-
Less: Treasury stock	\$	_____	-

31. TOTAL STOCKHOLDERS' EQUITY \$ _____ -

32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY \$ _____ -

Office of the State Comptroller
DIVISION OF PRE-AUDIT AND ACCOUNTING RECORDS
BUREAU OF STATE EXPENDITURES

New York State Labor Law, Section 220-a

Prime Contractor's Certification (AC 2947)

1. That I am an officer of _____
and am duly authorized to make this affidavit on behalf of the prime contractor on public contract
No. _____.
2. That I fully comprehend the terms and provisions of Section 220-a of the Labor Law.
3. That, except as herein stated, there are no amounts due and owing to or on behalf of laborers
employed on the project by the contractor. (Set forth any unpaid wages and supplements, if none,
so state).

Name

Amount

4. That the contractor hereby files every verified statement(s) required to be obtained by the
contractor from the subcontractor(s).
5. That, upon information and belief, except as stated herein, all laborers (exclusive of executive
or supervisory employees) employed on the project have been paid the prevailing wages and
supplements for their services through _____, (if more than one subcontractor
list name and date separately) the last day worked on the project by their subcontractor(s), (Set
forth any unpaid wages and supplements, if none, so state and utilize clause 5 (A)).

Name

Amount

- (5A) That the contractor has no knowledge of amounts owing to or on behalf of any laborers of its
subcontractor(s).

New York State Labor Law, Section 220-a

Prime Contractor's Certification (AC 2947) – page 2

6. In the event it is determined by the Commissioner of Labor that the wages or supplements or both of any such subcontractor(s) have not been paid or provided pursuant to the appropriate schedule of wages and supplements, then the contractor shall be responsible for payment of such wages and supplements pursuant to the provision of Section 223 of the Labor Law.

Signature

Print Name

Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK
COUNTY OF _____ : SS.:

On this _____ day of _____ 20_____

Before me personally came _____ to me
known and known to me to be the person described in and who executed for foregoing instrument
and acknowledged that she/he executed the same

Notary Public

County

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR 2309(c); Real Property Law, 311, 312).

Office of the State Comptroller
DIVISION OF PRE-AUDIT AND ACCOUNTING RECORDS
BUREAU OF STATE EXPENDITURES

New York State Labor Law, Section 220-a

Subcontractor's Certification (AC 2948)

1. That I am an officer of _____
a subcontractor on public contract No. _____ and I am
duly authorized to make this affidavit on behalf of the firm.
2. That I make this affidavit in order to comply with the provisions of Section 220-a of the Labor Law.
3. That on _____ we received from _____
the prime contractor a copy of the initial/revised schedule of wages and supplements
Prevailing Wage Schedule Case Number _____ (PRC) specified in the public
improvement contract.
4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and
to pay or provide the supplements specified therein.

Signature

Print Name

Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK
COUNTY OF _____: SS.:

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

Notary Public

County

If this affidavit is verified by an oath administered by a notary public in a foreign country other
than Canada, it must be accompanied by a certificate authenticating the authority of the notary who
administers the oath. (See CPLR 2309(c); Real Property Law, 311, 312).

Office of the State Comptroller
DIVISION OF PRE-AUDIT AND ACCOUNTING RECORDS
BUREAU OF STATE EXPENDITURES

New York State Labor Law, Section 220-a

Sub-subcontractor's Certification (AC 2958)

1. That I am an officer of _____
a subcontractor to _____ a subcontractor
of _____, the prime contractor on public improvement
contract No. _____ and I am duly authorized to make this affidavit on behalf of the
firm.
2. That I make this affidavit in order to comply with the provisions of Section 220-a of the Labor Law.
3. That on _____ we received from _____
the (subcontractor of the) (contractor) a copy of the (initial) (revised) schedule of wages and
supplements Prevailing Rate Schedule Case Number _____ (PRC) specified in the public
improvement contract.
4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and
to pay or provide the supplements specified therein.

Signature

Print Name

Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK
COUNTY OF _____ :SS.:

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

Notary Public

County

If this affidavit is verified by an oath administered by a notary public in a foreign country other
than Canada, it must be accompanied by a certificate authenticating the authority of the notary who
administers the oath. (See CPLR 2309(c); Real Property Law, 311, 312).