



Project Manual

Red Field Turf Replacement

Project No.20210020

December 23, 2022

SUNY Cortland
Facilities, PDC
Whitaker Hall, Room 219
4 Pashley Drive
Cortland, NY 13045

Project Number: 20210020
Project Name: Red Field Turf Replacement
Agency/Div Code: SUNY Cortland- 28170

Date: 12/23/2022

Contract No.: _____

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4. [Form 7554-07](#) – Contractor Proposal
5. [Form 7554-10](#) - Bid Bond and Acknowledgement (*required with bid*)
6. 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. [7557-108](#) - M/WBE-EEO Work Plan or EEO Staffing 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.

7. 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 within seven days of the bid*)

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

8. 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
9. Bidder’s Certifications (State Finance Law §139-l, Non-Collusive bidding, Executive Order 177) from *SUNY Procedure Item #7554 “Construction Contracting Procedures*
 - a. [Form 7554-20](#) Bidder’s Certifications
10. Procurement Forms from *SUNY Procedure Item #7553 “Purchasing and Contracting (Procurement)*
 - a. [Form I](#) Omnibus Procurement Act of 1992 (*applies >\$1,000,000*)
 - b. [Form II](#) Omnibus Procurement Act of 1992, Out of State Firms (*applies >\$1,000,000*)
 - c. [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*)
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12. Vendor Responsibility
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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
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Notice to Bidders and Newspaper Advertisement

The State University of New York at Cortland will receive sealed bids for project number 20210020, titled Red Field Turf Replacement, until 2:00 p.m. local time on Tuesday, January 18, 2023 at the Facilities Planning, Design and Construction Office, Whitaker Hall, room 219, where such proposals will be publicly opened and read aloud. The project consists of removing existing field surface and installing a new rubber infilled synthetic turf system as well as improving existing subsurface drainage problems. Project also includes replacement of chain link fencing as an alternate option.

All work on this Contract is to be completed by July 28, 2023 with a mobilization date of May 29, 2023.

Bidding and Contract Documents may be examined free of charge at the campus and at the following locations:

Associated Building Contractors: 15 Belden St. Binghamton, New York 13903
Builders Exchange of Rochester: 180 Linden Oaks #100, Rochester, NY 14625
Dodge Reports c/o Dataflow: 318-320 Columbia Street, Utica, NY 13502
Mohawk Valley Builders Exchange: 10 Main Street, Suite 202, Whitesboro, NY 13492
Syracuse Builders Exchange: 6563 Ridings Road, Syracuse, NY 13206

Complete sets of Contract Documents for bidding may be obtained from Syracuse Blueprint Co. 825 Genesee St. Syracuse, NY 13210, 315-476-4084.

Section 143 of the State Finance Law requires payment of a deposit to receive these documents. Accordingly, a deposit check of \$45.00, made payable to Syracuse Blueprint, is required. Deposits less than \$50.00 are nonrefundable.

A non-mandatory pre-bid walkthrough will be held on January 4, 2023 at 2:00 PM at the Chugger Davis Stadium, 1096 Lankler Drive, Cortland, NY 13045.

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

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

Drawings and Specifications will be issued by the Consultant upon request after payment of the deposit specified in the Notice to Bidders.

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.
- (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% of the Total Bid, 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 removing existing field surface and installing a new rubber infilled synthetic turf system as well as improving existing subsurface drainage problems. Project also includes replacement of chain link fencing as an alternate option, or 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 https://www.osc.state.ny.us/vendrep/info_vrsystem.htm or go directly to the VendRep online at <https://onlineservices.osc.state.ny.us/Enrollment/login?0>. 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.

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- 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 Staffing Plan ([Form 7557-108](#)) 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 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:
- a. Proof of NYS Worker's Compensation is only accepted on the C-105.2 or U-26.3 form.
 - b. 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>
 - c. All other proof of insurance must be on the Acord 25 Certificate of Liability Insurance form.
- (5) **A 120-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 120 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 Minority and Women-Owned Business Enterprises

- (1) 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.
- (2) For purposes of this solicitation, the University hereby establishes an overall goal of **30%** for MWBE participation, **4%** for Minority-Owned Business Enterprises (“MBE”) participation and **26%** 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.
- (3) For guidance on how the University will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.
- (4) 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](#)).
- (5) Upon contract award and prior to contract execution the selected awardee will enter its Statewide Utilization Management Plan (SUMP) and document its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence through the New York State Contract System, which can be viewed at: <http://ny.newnycontracts.com>, provided however, that the selected awardee may arrange to provide such evidence via a non-electronic method by contacting the SUNY Office of Diversity, Equity, and Inclusion.
- (6) 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.
- (7) If a notice of deficiency is issued, Awardee agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to SUNY [address phone and fax information], a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by SUNY to be inadequate, SUNY shall notify the Awardee and direct the Awardee to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on [Form 7557-114](#). Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

SUNY may disqualify a Bidder as being non-responsive under the following circumstances:

- i. If a Bidder fails to submit a MWBE Utilization Plan;

- ii. If a Bidder fails to submit a written remedy to a notice of deficiency;
- iii. If a Bidder fails to submit a request for waiver; or
- iv. If SUNY determines that the Bidder has failed to document good faith efforts.

Section 12 Equal Employment Opportunity Requirements

- (1) Pursuant to Article 15 of the Executive Law (the "Human Rights Law"), and all other State and Federal statutory and constitutional non-discrimination provisions, the Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin, military status, sexual orientation, gender identity or expression, age, disability, predisposing genetic characteristics, domestic violence victim status, familial status or marital status. The Bidder 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. The Bidder will state in all solicitations or advertisements for employees that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination.
- (2) The Bidder 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, if awarded a Contract pursuant to this solicitation, will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force during its legal engagement with SUNY.
- (3) By submission of a bid or proposal in response to this solicitation, the Bidder agrees with all of the terms and conditions of SUNY Exhibit A including Clause 12 - Equal Employment Opportunities for Minorities and Women and acknowledges that, if the Bidder is awarded a Contract, The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.
- (4) The Bidder further agrees, where applicable, to submit with the bid a staffing plan ([Form 7557-108](#)) identifying the anticipated work force to be utilized on the Contract and, if awarded a Contract, will, upon request, submit to SUNY a workforce utilization report identifying the workforce actually utilized on the Contract if known. Forms are available in SUNY Procurement Policies and Procedures Document 7557 online at: http://www.suny.edu/sunypp/documents.cfm?doc_id=611.

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

Section 13 Executive Order 162 (EO162)

- (1) Governor Cuomo's Executive Order 162 requires state contractors to disclose data on the gender, race, ethnicity, job title, and salary of employees performing work on state contracts.

- (2) Bidder agrees to submit Workforce Utilization Report ([Form 7557-110](#)) and to require the same information to be submitted by any of their subcontractors on the state contract, in such format as shall be required by SUNY on a monthly basis for all construction contracts and quarterly basis for all other contracts during the term of the contract. Empire State Development has provided specific details on this requirement at <https://esd.ny.gov/doing-business-ny/mwbe/mwbe-executive-order-162>.

Section 14 Executive Order 177 (EO177)

- (1) 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, sexual orientation, gender identity, disability, marital status, military status, or other protected status.
- (2) 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.
- (3) 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.
- (4) In accordance with Executive Order No. 177, prior to contract award, selected Awardee 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 attached to this IFB, SUNY [Form 7554-20](#).

Section 15 Service Disabled Veteran Owned Business Enterprises

- (1) 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.
- (2) 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.
- (3) 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 16 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.

- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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 17 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 18 Examination of Site and Conditions of Work

- (1) A non-mandatory pre-bid conference and project walk-through will be held with contractors assembled at Chugger Davis Stadium, 1096 Lankler Drive, Cortland, NY 13045 at 2:00 PM. Failure to attend a walk-through shall not be the cause for extra payment.
- (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 19 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 19.1 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 19.2 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 19.3 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 19.4 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 19.5 State Finance Law §§ 139-I

- (1) Pursuant to N.Y. State Finance Law §139-I, every bid made on or after January 1, 2019 to the State of 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.
- (2) 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 prevent policy and sexual harassment 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/combatting-sexual-harassment-workplace/employers>.
- (3) 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.
- (4) 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 may decide that there are sufficient reasons to accept the bid without such certification.
- (5) All Bidders must sign and submit the certification attached to this IFB, SUNY [Form 7554-20](#).

Section 20 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 21 Requirements for Construction Activities to Address Public Health or Safety

- (1) The Bidder agrees it is responsible for complying with any and all requirements issued by federal, state or local entities, including but not limited to New York State Governor Office Executive Orders, New York State Department of Health rules, regulations and guidance, and other New York State or State University of New York laws, rules, regulations or requirements that may be issued and/or amended during the bidding and/or performance of work on this Project.
- (2) With respect to the COVID-19 pandemic, Bidder specifically acknowledges and agrees that the NYS Interim COVID-19 Guidance for Construction Projects is made a part of the contract work for this Project, as set forth in General Requirements. Bidder affirms that all costs and time associated with compliance with the current guidance are included in its bid. The current NYS Interim COVID-19 Guidance for Construction Projects is available at the following website: <https://forward.ny.gov/industries-reopening-phase#phase-one-construction>. Notwithstanding the foregoing, Bidder agrees to comply with the Guidance as it may be amended or superseded in the future.

NAME OF BIDDER

ADDRESS OF BIDDER

PROPOSAL FOR

Project Number: 20210020 Date: _____

Project Name: Red Field Turf Replacement

TO THE STATE UNIVERSITY OF NEW YORK:

1. The Work Proposed Herein Will Be Completed Within the timeframe stated on page one of the Agreement.
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 II and Section 4.05 of Agreement, the bidder further agrees to the following additions to the Base Bid:

| A | B | C | D |
|-------------------------------|---|---|---|
| Work or Materials Description | Allowance Percentage Pursuant to Base Bid | Amount in Words (Calculation from Column B) | Amount in Figures (Calculation from Column B) |
| Field Order Allowance | 3.5% X Base Bid= | | |
| | | | |

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 | Alternate Description | Add/Deduct | Amount in Words | Amount in Figures |
|------------------|-----------------------|------------|-----------------|-------------------|
| 1 | | | | |
| | | | | |
| | | | | |
| | | | | |

e. UNIT PRICES: In accordance with Section (5) paragraph (2) of the Information to Bidders and Section 4.04

of the Agreement the bidder or the University may insert unit prices for the work or materials listed below for clarification.

| Work or Materials Description | Amount in Words | Amount in Figures |
|-------------------------------------|-----------------|-------------------|
| L-1- VINYL CLAD CHAIN LINK FENCE | | |
| L-2- PREFABRICATED POROUS SHOCK PAD | | |
| L-3- STONE DRAINAGE BLANKET | | |
| L-4- 12" FLAT DRAIN(S) | | |
| L-5 SOIL SEPARATION FABRIC | | |
| | | |

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 _____

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

| | |
|-------|-------|
| _____ | _____ |
|-------|-------|



Bidder Name:

Project No.: 20210020

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: | | |

STATE UNIVERSITY OF NEW YORK

SUBCONTRACTING – APPENDIX “A”

Note: Effective September 5, 2008, all Bidders must submit within 48 hours of the bid opening, a list that names each subcontractor that the bidder will use to perform the work on the contract; and the agreed-upon amount to be paid to each of the different trades. Without this form, the Bidder’s proposal may be considered “unresponsive.”

| | | |
|-------------------------|---|-----------------------------------|
| CONTRACTOR'S NAME | BID PROPOSAL DATE | PROJECT NUMBER 20210020 |
| ADDRESS | PROJECT NAME AND/OR DESCRIPTION OF WORK | |
| TELEPHONE NUMBER () | TOTAL AMOUNT OF BID | |

1. Is the Prime Contractor a certified minority/women-owned controlled firm? ☐ Yes ☐ No

Specify: ☐ MBE ☐ WBE Federal ID No. _____

| Name Complete Address Telephone | Federal ID Number | Value of Subcontractor or Supply Order | Scope of Work | MBE/ WBE |
|---------------------------------------|----------------------|--|---------------|-------------|
| | | | | |

| | | |
|--|---------------------------------------|-------------------------|
| | NAME OF COMPANY DESIGNEE (PRINT/TYPE) | |
| | SIGNATURE | |
| | DATE | TELEPHONE NUMBER () |

Certified Business shall mean a business verified as a minority or women-owned business enterprise pursuant to Section 314 of the Executive Law. If you need additional space to provide information, please include attachments.

STATE UNIVERSITY OF NEW YORK

SUBCONTRACTING – APPENDIX “B”

ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in SUNY contracts and strongly contribute to the economies of New York and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers/contractors 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/contractors need to be aware that to the maximum extent practical and consistent with legal requirements, they are strongly encouraged 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/contractors 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 SUNY 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 this 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. SUNY 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 New York State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this contract?

YesNo

If yes, identify New York State Business(es) that will be used; (Provide identifying information below. If you need additional space, please include attachments.)

| Name of Subcontractor / Supply Vendor | Federal ID Number | Value of Subcontractor or Supply Order | Scope of Work |
|---------------------------------------|-------------------|--|---------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

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 20210020, titled Red Field Turf Replacement and carry out all 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:

Removal and replacement of the existing synthetic turf field, drainage improvements in conjunction with the turf field replacement, and perimeter fencing / edging upgrades.

2. Work Not Included:

Work not included in the work of the Contract are those items marked "N.I.C"; movable furnishings, 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

SC-1 Recycle / Reuse Existing Infill: The Bidder shall state the amount to be **DEDUCTED** from the Base Bid to recycle, clean, and reuse the existing turf field crumb rubber and silica sand infill in lieu of providing 100% new crumb rubber and sand infill as specified. Note: This Alternate includes providing any additional crumb rubber and sand infill, as specified, needed to make up any deficiencies with the amount of infill required to meet the turf manufacturers recommendations. All warranties shall remain the same as specified. If this Alternate is NOT accepted by the Owner, the Contractor shall provide 100% new crumb rubber and sand infill to meet turf manufacturer's recommendations. All old infill will then be disposed offsite.

SC-2 Stadium Perimeter Vinyl Clad Chain Link Fencing: The Bidder shall state the amount to be **ADDED** to the Base Bid to furnish and install new vinyl clad chain link fencing, footings, and turf termination edging, as shown on the plans and as specified around the entire stadium (except directly in front of each bleacher wall). Included with this alternate will be removal and disposal of existing fencing, footings, concrete turf termination edging and any lawn and asphalt repair /

replacement from fence and edging installation work.

SECTION C - Special Conditions

1. Time Progress Schedule

- a. The Contractor shall schedule the Work for expeditious completion in accordance with Section 3.01(2) of the Agreement. The proposed schedule must be established in cooperation with the Campus and account for Campus calendar restrictions listed in this section that affect the Contractor's access to the work areas and construction activities. At each periodic meeting, the Time Progress Schedule required by Section 3.02 of the Agreement shall be reviewed for compliance with phasing requirements. Revise and update the Time Progress Schedule to properly depict the work required to maintain continuity of campus operations.
- b. First phases of work shall include appropriate time in the schedule for: (1) understanding Campus operations, training crews, acclimating trades and Campus to sequence and apportionment of activities; (2) additional meetings (up to twice a week during the first twelve weeks after the Notice to Proceed) with the Owner, consultant and the Contractor's principals, project manager and those of its significant subcontractors; (3) re-sequencing activities to recover from start-up delays in the progressive operation of interrelated work and (4) other activities commonly associated with the start-up of field work.
- c. Academic Calendar: The Contractor is advised that the Campus intends to maintain a full institutional program throughout the Project duration. The Campus will make continuous use of adjacent spaces, buildings, and site, except where work is scheduled or specified to occur. All Contract work must be scheduled and performed without causing unscheduled interruption of the normal institutional activities and processes. The Contractor shall coordinate his work with the following Campus Calendar, and No Utility shutdowns will be permitted during Registration, Study Periods, Exam Periods, or Commencement.

<https://www2.cortland.edu/offices/srrs/academic-calendars-exam-schedule/>

- d. The work site will be available to begin construction immediately upon Notice to Proceed or on May 29, 2023. Unless otherwise indicated, normal working hours on the campus are between 7:00 AM and 4:00 PM. Sequence the work in phases to meet the following interim milestones dates:
- e. On the Date of Substantial Completion in the Proposal, access to the work area for any uncompleted work and for punch list items shall be restricted to after 5:00 PM and prior to 7:00 AM and comply with the following:
 1. Methods of performing work shall not hinder or disrupt the Campus' occupancy, reduce Campus provided levels of cleanliness and ambient environmental conditions and affect building systems, services, and utilities serving the building unless, upon completion of each shift's work that is performed outside of normal Campus work hours, the Contractor provides cleaning to return the work areas to a similar level of cleanliness as normally provided by the Campus, returns spaces to their normal ambient environmental conditions and restores building systems, services, and utilities serving the occupancy.
 2. No material or equipment shall remain inside the building unless in the active use and control of Contractor personnel.

3. The Contractor shall provide all utility relocations and re-routings necessary to maintain the existing utilities at their current level of service, including limiting their shutdowns for tie-ins and cutovers to those periods specified. All new work shall be in place, tested and accepted prior to performing a shutdown for the required tie in.
- f. Time Delay Allowance: In addition to the requirements of Article III of the Agreement, the base bid contract duration to perform the work specified in the proposal shall include not less than five (5) consecutive and/or non-consecutive eight hour working days in the Time Progress Schedule for delays that are of no fault of the Contractor or any of its subcontractors or suppliers, or caused by events or conditions that could not be reasonably anticipated. Provide notice of delay per Section 3.04 and request use of this time allowance. When approved by Consultant, the time allowance is expended for each workday that the contractor is unable to work, and all delay time used is tracked in the Time Progress Schedule. After this base bid time allowance for delay is expended, comply with the requirements of Article III for any additional delays.

2. Cutting and Patching

- a. 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 fit as shown upon or reasonably implied from the Drawings and Specifications for the completed project.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. All new, altered, or restored work in the building shall match existing corresponding work in the material, construction finish, etc., unless otherwise specified or required by the drawings.

3. Clean-Up

- a. Periodic Cleaning: The Contractor shall always 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.
- 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 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.

4. Temporary Access and Parking

Access to the jobsite shall be through the SE Stadium entrance. Sporting events will continue on adjacent fields during construction and at no point shall access be obstructed as a result of this project.

5. 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.

6. Operating Instructions and Manuals

The Contractor shall furnish two (2) complete sets of operating instructions and manuals and one electronic set 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.

7. Utility Shutdowns and Cut Overs

- 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.

8. Temporary Power for Construction Activities

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 the 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.

9. Sanitary Facilities

The Contractor will be permitted to use the 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 the health and sanitary codes of the State of New York.

10. Temporary Heat

- 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 therefore 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 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.

11. Temporary Light

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. The installation shall be in accordance with the National Electric Code.

12. Temporary Water for Construction Purposes

Water for construction is available through the campus system without charge to the Contractor from the 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 wastewater 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.

13. 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 exit from the existing buildings shall be always maintained 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 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.

14. 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.

15. 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.

16. 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 |

17. Use of Elevators

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 their 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.

18. 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:

19. 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.

20. 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: 518-474-6746 [voice] and 518-474-3240 [FAX]

21. 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.

22. 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.

23. 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.

24. Architect's/Engineer's Seal

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.

25. Construction Permit

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.

26. 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.

27. 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 - All work to be done under this Contract shall follow 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 currently amended, and applicable federal and state regulations.

The Owner shall be responsible for hiring and paying an independent third-party firm to perform the requirements of air monitoring as called for in 12 NYCRR Part 56 and as permitted in Section 2.17 of the Agreement.
- 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 than 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.

28. Construction Waste Management

a. Definitions:

- 1) **Construction Waste:** Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- 2) **Disposal:** Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- 3) **Recycle:** Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- 4) **Salvage:** Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- 5) **Salvage and Reuse:** Recovery of demolition or construction waste and subsequent incorporation into the Work.
- 6)

b. Performance Goals:

- 1) Owner's goal is to salvage and recycle as much nonhazardous construction waste as possible including the following materials:
 - a. Masonry and CMU
 - b. Lumber
 - c. Wood Sheet Materials
 - d. Wood Trim
 - e. Metals
 - f. Roofing
 - g. Insulation
 - h. Carpet and Pad
 - i. Gypsum Board
 - j. Piping
 - k. Electrical Conduit
 - l. Packaging: regardless of salvage/recycle goal indicated above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - i. Paper
 - ii. Cardboard
 - iii. Boxes
 - iv. Plastic sheet and film
 - v. Polystyrene packaging
 - vi. Wood crates
 - vii. Plastic pails.

c. Waste Management Plan

- 1) **General:** Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume but use the same units of measure throughout waste management plan.

- 2) Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 3) Work Plan Approval/Implementation: Implement waste management plan as approved by Architect. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 4) Training: Train workers, subcontractors, and suppliers on proper waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 5) Site Designations: Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
- d. Waste Management Report
- 1) Concurrent with the Final Application for Payment submit one copy of the Waste Management Report. Include separate reports for demolition and construction waste. Include the following information:
 - a. Material category
 - b. Generation points of waste
 - c. Total quantity of waste recycled, actual in tons.
 - d. Total quantity of waste deposited in landfill or incinerator, actual in tons
 - e. Total quantity of waste recycled as a percentage of total waste.

29. COVID-19 Contractor Requirements and Guidance for Construction Jobsites

The Contractor will comply with NYS DOH Interim COVID-19 Guidance for Construction Projects, "Guidance", as may be amended or superseded, which is made a part of the contract work for this Project. All costs and time associated with compliance with the current Guidance are included in the Contract consideration in Article IV of the Agreement. The current Guidance for Construction Projects is available at the following website:

<https://forward.ny.gov/industries-reopening-phase#phase-one-construction>

30. Modifications to the Payment Provisions of the Agreement

Delete the following Sections from Article IV of the Agreement:

- a. Section 4.18 - Final Payment: Delete the Clause "excluding the contractor's guarantee obligations (reference Section 4.08)" from the last line of the paragraph.
- b. Section 4.20 - Guarantee Payment: Delete this section in its entirety.
- c. Section 4.21 - Acceptance of Guarantee Payment: Delete this section in its entirety.

31. Wage Rates and Supplements

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:

Wage Schedules can be accessed online using **PRC # 2022013853** at <https://labor.ny.gov/workerprotection/publicwork/OWSaccess.shtm>. If the Contractor is unable to access the prevailing wage schedule for the PRC# listed above, please contact the University for a copy of the wage rate schedule.

SUNY Cortland Turf Replacement

Project No. 20210020

Specifications

| | |
|--------|---------------------------------------|
| 311201 | Site Preparation |
| 312201 | Site Earthwork |
| 321201 | Asphalt Paving |
| 321301 | Site Concrete Work |
| 321801 | Synthetic Turf |
| 321802 | Prefabricated Porous Shock Pad |
| 323001 | Athletic Equipment and Furnishings |
| 323101 | Vinyl Clad Chain Link Fence and Gates |
| 329201 | Seeded Lawns |
| 334001 | Storm Drainage |

Drawing List

| | |
|-----|--------------------------------|
| L-0 | Site Survey |
| L-1 | Site Preparation Plan |
| L-2 | Site Grading and Drainage Plan |
| L-3 | Site Layout Plan |
| L-4 | Site Details |

UNIT PRICES

A. UNIT PRICE NO. L-1 VINYL CLAD CHAIN LINK FENCE:

1. Description: 10'-0" vinyl clad chain link fence, furnished and installed as described in Section 32 3100 and as detailed. This includes any removals of existing fence and lawn repair for fence work.
2. Unit of Measurement: Ten (10') Linear foot, installed.

B. UNIT PRICE NO. L-2 PREFABRICATED POROUS SHOCK PAD:

1. Description: Removal and disposal of existing Prefabricated Porous Shock Pad, furnishing and installation of new Porous Shock Pad as specified. Note: 20,000 square feet of Prefabricated Porous Shock Pad removal, furnishing, and installing new Prefabricated Porous Shock Pad is to be included in the Base Bid.
2. Unit of Measurement: One (1) Square Foot, installed.

C. UNIT PRICE NO. L-3 STONE DRAINAGE BLANKET:

1. Description: Removal and disposal of existing stone drainage blanket and furnishing and installation of new stone drainage blanket as described in Section 312201 and as detailed. This includes stone drainage blanket removal, furnishing, placement, and fine grading of stone. Note: 110 cubic yards of stone drainage blanket removal, furnishing, and installing new stone drainage blanket is to be included in the Base Bid.
2. Unit of Measurement: Five (5) Cubic yards, installed.

D. UNIT PRICE NO. L-4 12" FLAT DRAIN(S):

1. Description: 12" flat drains and couplers furnished and installed as described in Section 334001.
2. Unit of Measurement: Ten (10) Linear feet, installed.

E. UNIT PRICE NO. L-5 SOIL SEPARATION FABRIC:

1. Description: Non-Woven soil separation fabric furnished and installed as described in Section 312201.
2. Unit of Measurement: Five (5) Square yards, installed.

SECTION 311201 - SITE PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions and General Requirements (if any), apply to the work specified in Division 31 and 32.

1.2 DESCRIPTION OF WORK

- A. The extent of site preparation is shown on the drawings.
- B. Site preparation work includes, but is not limited to, the following:
 - 1. Site investigation and underground utility identification
 - 2. Protection of existing trees and lawns to remain
 - 3. Site removals
 - 4. Saw cutting
 - 5. Relocations/salvaged materials
 - 6. Clean up
- C. Provide materials, labor, equipment, and services required to accomplish related work in accordance with the drawings and specifications.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 312201 - Site Earthwork

1.4 SITE INVESTIGATION

- A. The Contractor shall visit the site before bidding, inform and familiarize themselves of all site conditions, including but not limited to, site topsoil, sub-soil, rock, subsurface and groundwater conditions affecting proposed work. No allowance or additional cost will be made in the work of this contract for failing to determine overall project site conditions.
- B. Verify locations and protect utilities and structures, whether or not shown on the drawings. Existing utilities and structures shown on the drawings are for the Contractor's convenience and locations are not guaranteed.
- C. Verify survey information given on drawings. Walk the site with the Owner's Facilities Management Personnel to discuss approximate locations of reputed utilities not shown on the survey, prior to performing work. Notify the Architect of any and all discrepancies prior to commencing work. Commencement of work will be construed as complete acceptance of survey information.
- D. Locate and protect from disturbance existing survey monuments, pins, markers and benchmarks whether or not shown on drawings. When any disturbance or damage occurs, notify Architect in writing within 24 hours. Describe nature of disturbance or damage and date first occurred. Provide copies to applicable government and municipal agencies. Pay costs for restoring monument to satisfaction of said agencies, at no additional expense to the Owner.

1.5 JOB CONDITIONS

- A. The terms "Architect" and "Landscape Architect" for Divisions 31 and 32 work shall mean Appel Osborne Landscape Architecture, 102 West Division St., Suite 100, Syracuse, NY 13204, Tel. (315) 476-1022, or other representative(s) that SUNY Cortland may determine.
- B. Examine drawings and specifications for the entire project. Become familiar with the scope and sequencing of work required. Coordinate and cooperate with other Contractors and trades working in and adjacent to the project.
- C. Examine work prepared prior to this contract. Commencement of work will be construed as complete acceptance of all preparatory work by others.
- D. Obtain and pay for permits required by authorities. Perform the work in compliance with applicable standards, codes and requirements of governing authorities having jurisdiction.
- E. Safety is the sole responsibility of the Contractor.
- F. Burning on site and use of explosives are not permitted.
- G. Responsibility for existing utilities:
 - 1. Contact Dig Safely New York at least two (2) full working days, and not more than ten (10) working days, before digging begins or as required by latest state law. Locate by hand excavation and provide protection from damage to existing utilities to remain in the area. (Tel. 811)
 - 2. Existing utilities encountered within excavated areas shall be supported, blocked and/or braced in a manner approved by the owner of the utility. Leave supports in place to the extent required by the owner of the utility.
 - 3. Should uncharted or incorrectly charted utilities be encountered, notify the Architect immediately for directions as to procedure.
 - 4. Do not break utility connections without providing temporary services as acceptable to the Architect and the owner of the utility.
 - 5. Repair and pay for damages to existing utilities as directed by utility Owner at no additional cost to the Owner.
 - 6. Cap ends of utilities to be abandoned or removed in accordance with regulatory agencies and as directed by the Architect.
- H. Provide protections and conduct operations to prevent injury and damage to persons, work of other Contractors, existing items to remain, structures, pavements, lawns, and adjacent properties.
- I. Restore work damaged by this Contractor inside and outside the contract limits to the condition existing prior to the start of work, unless otherwise directed to the satisfaction of the Architect at no additional cost to the Owner.
- J. Vehicular and pedestrian traffic control:
 - 1. Maintain vehicular and pedestrian traffic during construction activities.

2. Provide alternate routes and traffic control around closed and obstructed traffic ways as required by governing regulations or the Owner.
 3. Provide temporary fencing, flag persons, barricades, warning signs, and warning lights or other measures to protect the public and cause the least interruption of work.
- K. Field Measurements: Take necessary field horizontal and vertical measurements required in order to perform the work and design intent shown on the drawings and outlined in the specifications. Assume complete responsibility for accuracy of such measurements and dimensions.
- L. Removal of spoils, dust control, debris, snow and clean up:
1. Control air pollution caused by dust and dirt; comply with governing regulations. Water to control dust when necessary and as directed by the Architect or Certified Erosion Control Specialist. Provide water sprinkling materials, equipment and labor to prevent the nuisance of dust to the surrounding areas.
 2. Legally dispose of removed and demolished items, including trash and debris, off the Owner's property, at a licensed disposal facility having adequate capacity to accept the project's waste.
 3. Burning of combustible materials on the site is not permitted.
 4. During the contract and at intervals as directed by the Architect, clear the site of extraneous materials, rubbish, construction waste, and debris. Leave the site in a clean, safe, neat, well-draining condition.
 5. Soil and Snow Removal: Sweep roads, access ways, paved areas, and parking areas where soil, mud and debris have dropped or tracked from construction and delivery vehicles on a daily basis and as directed by the Architect or Certified Erosion Control Specialist. Remove snow and ice from roads, access ways, paved areas and parking areas utilized for site construction purposes.
 6. Spoils: Remove from site and dispose when not required for fill or determined to be unsatisfactory soil material per Section 312201 - Site Earthwork.
- M. Construction Review - General: Site visits will be made by the Architect to observe construction conformance to drawings and specifications. The occasional site visits by the Architect shall not be construed as supervision of construction or make them responsible for the safety programs and precautions, including but not limited to: the safe access, visit, use, work travel, or occupancy of any person. Site visits shall not make the Architect responsible for means, methods, techniques, sequences, or procedures of construction selected by the Construction Manager, Contractor or his Sub-contractors.
- N. Site Complexity: The existing site will be intensively developed. Because of the construction and resulting graphic complexity, it is impractical to show every detail. However, the general design intent is clearly shown and shall be applied to individual conditions not specifically shown as directed by the Architect and at no additional cost to the Owner.
- O. Asbestos, Toxic and Hazardous Materials: The Division 31, 32 and 33 site work contract does not include testing for, handling or removal of hazardous materials such as, but not limited to: asbestos, fuel, oil, PCB's, or other toxic or hazardous waste materials as identified by the EPA and/or NYSDEC. If any such materials are encountered during any

part of the site work, the Contractor is responsible for identifying potential hazardous material and immediately notify all governing agencies having jurisdiction as required by law. Also, within one (1) hour of discovery notify the Architect, Landscape Architect, Consultants, and Owner. The Owner shall provide testing and removal by others, under separate contract. The Contractor shall recommence work under this contract when the Owner provides written certification that remediation is complete per governing agency. The Contractor shall not be penalized for any delays caused by the hazardous testing and removal unless such hazardous material incident was a result of Contractor's operations. The Contractor shall indemnify and hold harmless the Architect, Landscape Architect, Consultants and Owner, agents, and employees from and against all claims, damages, losses and expenses, direct and indirect or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by the Architect, Landscape Architect, Consultants and Owner, or claims against the Architect, Landscape Architect, Consultants and Owner arising from the work of others, related to hazardous waste.

The above indemnification provision extends to claims against the Architect, Landscape Architect, Consultants and Owner which arise out of, are related to, or are based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface soil, water or water courses, objects, or any tangible or intangible matter, whether sudden or not.

Should the hazardous material incident be the result of the Contractor's operations, the Contractor shall be responsible for all costs associated with the discovery and remediation of such hazardous material such as, but not limited to: testing, consultant fees, damage, loss, fees and charges of attorneys, court and arbitration costs, claims by other contractors, direct and indirect or consequential damages.

- P. Salvageable Items: Remove at any time after work starts. Storage or sale on site of salvageable and removed items is not permitted. Do not remove topsoil from site without written permission from the Owner.
- Q. SUBMITTALS/PROCEDURES: Submit Tests, Shop Drawings, Material Certificates (showing content/mechanical analysis) and Manufacturer's Product Data (MPD) to Architect for review a minimum of two (2) weeks prior to installation.
 - 1. Provide electronic submittals from material producer or laboratory, stamped as checked and approved by the Contractor before submittal to the Architect.
 - 2. Refer to individual specification sections for a list of required submittals.
 - 3. For each material certificate required, provide certification by an Architect approved independent testing laboratory which gives analysis results and states that the material complies with or is superior to the specified requirements.

1.6 SUBMITTALS

- A. Provide photographic documentation. Photographically document existing features which, may be affected by the construction, inside and outside the contract limit line. Existing features include, but are not limited to: structures, pavements, curbs, utilities, lawns and vegetation, especially individual trees which are over six (6") inches in diameter and noted to remain on the drawings. Also, particular attention shall be paid to the construction access, stockpile and haul road areas. Distribute a copy of the photographic documentation (digital format) to the Owner and Architect prior to the start of construction.

PART 2 - PRODUCTS

2.1 PLASTIC FENCE

- A. Shall be new or good quality used 4'-0" high heavy duty orange plastic fence NC450.
- B. Posts shall be new or good quality U-channel posts to hold plastic fence.

2.2 OTHER PROTECTIVE DEVICES

- A. Shall include, but not be limited to; wood planks, rubber mats, barriers, lights, barricades, coverings, traffic controls, steel plates, and other temporary protections.
- B. Contractor to provide all necessary protections required by Occupational Safety and Health Administration (OSHA).

PART 3 - EXECUTION

3.1 PROTECT EXISTING VEGETATION TO REMAIN

- A. Prior to commencing site preparation work, notify Architect, and meet on site to locate existing trees, lawns and vegetation which are to remain.
- B. Protect and keep existing vegetation to remain free from physical damage. Keep in a healthy, vigorous growing condition for the entire construction period as follows:
 - 1. Keep site disturbance and staging limits to a minimum. Obtain approval from Owner for material and equipment storage areas. Limit access points and routes to the project site. Coordinate site access with other trades and contractors on the work site.
 - 2. Groups of Trees and Vegetation: Place orange plastic construction fencing around drip line(s) of trees and plant beds as directed by the Architect. Do not store materials, run equipment, park vehicles, or otherwise disturb area within the drip line (full canopy of tree) or in plant beds.
- C. Rejuvenate damaged vegetation by pruning watering, fertilizing, staking and other methods as directed by the Architect. Replace trees and other vegetation that cannot be restored to full growth with comparable size, quantity, quality and species as determined by the Architect.
- D. Repair lawns disturbed due to construction operations as directed by the Architect. Provide screened topsoil, seed, and mulch over damaged lawn areas, access ways or where tire rutting occurred.

3.2 SITE REMOVALS

- A. Items and materials noted to be removed shall become the property of the Contractor, unless otherwise noted. Obtain Owner's approval prior to removal off site or for relocation of salvaged material on site. Remove material off site and legally dispose of it.
- B. Remove physical elements above and below grade as shown and which interfere with proposed construction. Physical elements include but are not limited to: turf and furnishings.

- C. Maintain existing utilities shown to remain and protect from damage during demolition and construction operations. Do not interrupt existing utilities; provide temporary services when required, as acceptable to the Architect.
- D. Research with Owner possible locations of existing subsurface utilities prior to excavating or removals.

3.3 SAW CUTTING

- A. The Work consists of vertical saw cutting of the existing asphalt or concrete pavement structure to facilitate the removal of the asphalt or concrete bound material.
- B. The equipment shall be capable of producing a smooth vertical saw cut without causing damage to the adjacent pavements or related site features.
- C. The Contractor shall saw cut the asphalt/concrete pavement to a depth which will allow removal of the material without causing damage to the adjacent pavement. Rough, jagged or cracked edges will not be acceptable. Concrete pavement shall be removed at the nearest contraction joint.

3.4 TEMPORARY CONSTRUCTION ROADS AND STAGING AREAS

- A. Near the project completion, repair asphalt and concrete to match existing conditions, power wash area (if area is damaged), seal coat asphalt, and repaint parking lines as directed by the Architect.
- B. Repair lawns to match existing conditions.

3.5 RELOCATIONS

- A. Any item noted to be relocated shall be removed by the Contractor from its existing position without damaging it, stored, protected from theft, fire, vandalism, and damage for the project duration. Reset in the location(s) and in the manner detailed, noted on the drawings, or specified.
- B. Salvaged items shall be returned to the Owner as noted on the drawings. Move items to Owner designated areas.

3.5 CLEAN UP

During the contract and at intervals as directed by the Architect and as site preparation is completed, clear the site of extraneous materials, rubbish, and debris. Leave the site in a clean, safe, well-draining, neat condition.

END OF SECTION 311201

SECTION 312201 - SITE EARTHWORK

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The extent of site earthwork and site grading is shown on the drawings.
- B. Site earthwork includes, but is not limited to, the following:
 - 1. Fill Materials
 - 2. Source Quality Control
 - 3. Horizontal and Vertical Layout
 - 4. Grading and Excavation
 - 5. Compacted Backfill and Fill
 - 6. Stone Drainage Blanket
 - 7. Field Quality Control Testing and Inspection Services
 - 8. Guarantee
 - 9. Clean Up
- C. Provide materials, labor, equipment, and services required to accomplish related work in accordance with the drawings and specifications.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 311201 - Site Preparation

1.3 REFERENCES

- A. AASHTO T 180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54 kg (10-lb) Rammer and a 457 mm (18 in.) Drop; American Association of State Highway and Transportation Officials
- B. ASTM C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
- C. ASTM D 75 - Practice for Sampling Aggregates
- D. ASTM D 422 - Particle-Size Analysis of Soils (without Hydrometer Analysis)
- E. ASTM D 698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³)
- F. ASTM D 1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³)
- G. ASTM D 2434 - Standard Test Method for Permeability of Granular Soils (Constant Head)
- H. ASTM D 2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
- I. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

- J. ASTM D 3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
- K. ASTM D 6938 - In Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods
- L. ASTM D 4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- M. ASTM D 5084 - Standard Test Method for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter.
- N. Occupational Health and Safety Administration Regulations and Standards
- O. American Sports Builders Association (ASBA): Sports Fields - A Construction and Maintenance Manual, latest edition

1.4 SUBMITTALS (See Section 311201, 1.5)

- A. Furnish name of experienced layout foreman meeting experience requirements in 1.5 "Quality Assurance" to perform layout and obtain Architect's approval prior to performing work.
- B. Submit written report on Contractor's letterhead verifying the layout foreman's involvement with the project layout. The report shall briefly state the scope of services performed for the project, the dates work was accomplished, and an explanation of any adjustments required, specifically listing as-built and FIELD VERIFY requirements as noted in 3.2 of this specification section.
- C. Provide Earthwork Contractor's experience requirements as indicated in 1.5, "Quality Assurance". Obtain Architect's approval prior to performing work.
- D. Samples: 10 lb. samples of each type of fill; submit in airtight containers to testing laboratory.
- E. Materials Sources: Submit name of imported materials source for each type of fill material.
- F. Fill Composition Test Reports (Imported and Onsite): Provide results of laboratory tests (less than 2 months old) on proposed and actual materials used to determine acceptability. This shall include:
 - 1. One optimum moisture-maximum density curve (Modified Proctor) for each soil/imported fill type as determined by ASTM D1557, Method A, latest issue.
 - 2. Sieve Analysis - ASTM D422
 - 3. Moisture Density Relationship - ASTM D1557, Method C / ASTM D698
 - 4. Plasticity Index - ASTM D4318
 - 5. Soundness Test - ASTM C88
 - 6. Soil Classification - AASHTO and ASTM D2487
- G. Compaction Density Test Report(s) required in Field Quality Control of this specification.
- H. Contractor's NYS Licensed Professional Engineer's layout and design calculations of sheet piling and shoring required.

- I. Synthetic Turf Permeability Testing: Engage an independent testing agency to perform five (5) permeability tests of both the finishing stone and base stone of the existing and proposed synthetic turf stone blanket as determined by ASTM D2434 and ASTM F2898-11. Results shall meet the following at minimum:
 1. permeability of base stone ≥ 40 "/hour
 2. permeability for finishing stone ≥ 40 "/hour

1.5 QUALITY ASSURANCE

- A. Perform all site earthwork, site grading and excavation in compliance with requirements of governing authorities having jurisdiction, OSHA Standards, and "References" in this project specification.
- B. Employ a licensed soil testing and inspection service for Field Quality Control Testing of materials. This Contractor will coordinate day to day scheduling with the Contractor's testing agency for conformance with "Field Quality Control Testing and Inspection Services" in this project specification.
- C. Earthwork Contractor Experience Requirements: Submit business name, business Owner(s) name(s), business address, telephone number, website and/or email address signed by the Contractor/Subcontractor who meets the qualifications set forth in this specification and is proposed by the Contractor to perform the Earthwork for this Project. Provide a list of at least four (4) Earthwork projects of comparable size, scope and quality completed successfully by the proposed Contractor/Subcontractor within the past three (3) years that includes the date completed, project Owner's name and current contact information, including telephone numbers and email addresses.
- D. Layout Foreman Experience: The Earthwork Contractor must provide a competent layout foreman skilled in this specific type of layout/earthwork project. The layout/earthwork foreman shall have a minimum of four (4) similar projects completed within the last three (3) years. Provide a list of projects layout/earthwork foremen has completed including project name, address, Owner contact information and project scope of work.

1.6 JOB CONDITIONS

- A. Job conditions in Section 311201 apply.
- B. Provide sufficient quantities of fill materials to meet project schedule and requirements. When necessary, store materials on site in advance of need.
- C. When fill materials need to be stored on site, locate stockpiles where directed by Owner.
 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
 2. Prevent contamination of material types.
 3. Protect all stockpiles from erosion and deterioration of materials by covering with plastic sheets, tarps or as directed by the Architect.
- D. Moisten or dry, fill or backfill materials, to the proper moisture content as determined in accordance with ASTM D1557, Method C in order to obtain proper compaction as indicated.

1.7 UNUSUAL SUBSURFACE CONDITIONS

- A. Notify the Architect immediately in writing via email when unusual conditions are encountered during excavation, including, but not limited to: excessive flooding, miscellaneous structures, uncharted or unlocated utilities, foundations, bed rock, toxic and hazardous materials and chemicals (such as muriatic acid and atrizene), suspected archaeological artifacts, and unsatisfactory soil materials. Request clarification from the Owner's Representative or Architect before proceeding. Refer to paragraph 3.4 of this specification.

PART 2 -PRODUCTS

2.1 FILL MATERIALS

A. **Stone Drainage Blanket (For Synthetic Turf):**

1. Material shall be a 100% fractured, by mechanical means, with elongated characters on each individual particle larger than 1/4". Material shall be clean of mineral fines with particles smaller than 1/4" by manufactured means. Rounded sands and crushed gravels are prohibited.

2. Shall be crushed hard durable limestone meeting the following gradation as determined by ASTM C136:

| <u>Standard Sieve Sizes</u> | <u>Base Stone Percent Passing by Weight</u> | 1/2" Max. <u>Depth Finishing Stone Percent Passing by Weight</u> |
|---------------------------------|---|---|
| | | |
| 1-1/2" or 38.0 mm | 100 | - |
| 1" or 25.0 mm | 95 - 100 | - |
| 3/4" or 19.0 mm | 80 - 100 | - |
| 1/2" or 12.5 mm | 60 - 80 | 100 |
| 3/8" or 9.5 mm | 30 - 50 | 95 - 100 |
| No. 4 or 4.75 mm | 20 - 40 | 70 - 85 |
| No. 8 or 2.36 mm | 10 - 30 | 45 - 60 |
| No. 16 or 1.18 mm | 2 - 25 | 25 - 40 |
| No. 40 or 0.425 mm | 5 - 17 | 2 - 12 |
| No. 200 or 0.075 mm | 0 - 4 | 0 - 3 |

3. Delivery Moisture Content: Processed stone must contain 90% to 110% of the optimum moisture content to ensure that fines do not migrate and to facilitate proper compaction. The Contractor shall ensure aggregate leaving the source plant meets this requirement and shall be required to apply water to the processed stone on site if necessary, to achieve the minimum moisture content.
4. Stone blanket stone shall be free of debris and deleterious materials. In no case shall the plasticity index exceed 5.0 or the percentage passing the 200-mesh sieve exceed 4%. The quality of the stone blanket shall be determined by the magnesium sulfate soundness test, if considered suspect by the Architect or Geotechnical Engineer. The maximum percent loss at four cycles by weight shall be 20.
5. Soil Separation Fabric: Shall commercially manufactured non-woven polypropylene filter fabric. Standard of quality shall be Mirafi 140N as manufactured by TENCATE or Architect approved equal.

6. Mechanical analysis of base and finishing stone shall be reviewed and approved by both the Architect and Turf Manufacturer.

2.2 SOURCE QUALITY CONTROL

- A. See "Submittals" and "Quality Assurance" of this specification section for general requirements for testing and analysis of soil and fill materials.
- B. Where fill materials are specified by reference to a specific standard, Contractor is responsible to test and analyze all samples for compliance before delivery to site.
- C. If tests indicate materials do not meet specified requirements, change material and retest until approved.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify field conditions such as benchmarks, monuments, topography, inverts, locations of utilities and property lines before proceeding. Notify the Architect immediately, in writing, of discrepancies prior to commencing work. Commencement of work will be construed as complete acceptance of survey and layout information. Additional costs resulting from failure to verify field conditions prior to commencing work shall be borne by this Contractor and at no additional cost to the Owner.

3.2 LAYOUT

- A. Stake layout up to and including those elevations and dimensions specifically noted on drawings as "FIELD VERIFY" (FV). Ensure that the field elevation and dimension agrees with the elevation and dimension on the drawings before continuing. Notify the Architect immediately, in writing, of any discrepancies prior to commencing work. Additional costs resulting from failure to verify dimensions as noted on drawings shall be borne by this Contractor and at no additional cost to the Owner.
 1. Assume sole responsibility for the accuracy of the layout work.
 2. Run from point(s) of beginning (POB), base lines, property monuments, bench marks, iron survey pins, or other points given on the drawings.
- B. Athletic Field Layout:
 1. Provide accurate layout, alignment and dimensions for fields as shown on drawings and detailed by Layout Foreman approved by the Architect.
 2. Accurately locate and stake field corners, subsurface location monuments and backstops. Use Owner approved corner markers or stakes 2" x 2" x 2' long pressure treated wood with 16d common nail set flush in top of stake as metal detection element. Set top of athletic field location stakes flush with adjacent finish grades. Spray paint top of stake with day glow orange paint. Protect during construction. Replace if removed at no additional cost to the Owner. Remove as directed by the Architect.
 3. Temporarily stripe synthetic turf stone blanket surface every five (5) yards across the field with field line marking mixture approved by Architect. Correct surface

high and low spots as described in Section 334001 prior to synthetic turf installation.

3.3 GRADING

- A. Cut and Fill: Presume the earthwork does **NOT** balance on site. Meet the grades shown on the drawings. Haul in or haul away as may be necessary. Provide earthwork calculations and provide for imported or exported material as part of bid. No additional costs will be allowed.
- B. Grade areas as indicated, including transition areas, with uniform levels and slopes between finish elevations.
- C. Cut to grades and profiles indicated.
- D. Set grade stakes at fifty-foot (50') intervals, at corners, and breaks in grade.
- E. Conduct operations to avoid ponding of water. Provide all pumping equipment, sump pits, and temporary diversion swales where and when necessary to continue work performance on schedule and as specified.
- F. Shape subgrade surface of athletic fields areas using laser plane control system for grading of subgrade elevation to ensure accuracy in grade tolerances of +0" to - 1/4" in 10' any direction. Compact as required and sloped to provide drainage as shown on the drawings. Notify Architect and Geo-Technical Engineer for review prior to continuing work.

3.4 EXCAVATION

- A. Remove and legally dispose of material encountered to obtain required subgrade elevations, including pavement, obstructions visible on ground surface, underground structures and utilities indicated to be removed.
- B. Sloping and Benching: Follow OSHA recommendations based on soil type to determine slope configurations. Slope the sides of excavations five (5') feet deep and over to the angle of repose of the material excavated; otherwise, shore, and brace where sloping is not possible either because of space restrictions or stability of material excavated.
- C. Bracing and Shoring:
 - 1. Provide bracing and shoring as required in excavations, to maintain sides and to protect structures from settlement.
 - 2. Maintain shoring and bracing in excavations regardless of the time period excavations will be open. Carry down shoring and bracing as the excavation progresses.
 - 3. Remove shoring and bracing before completion of backfilling except where required for structural support or slope stability.
 - 4. The design, installation, and maintenance of such shoring and bracing required to accomplish the above purpose are the sole responsibility of the Contractor.
 - 5. Follow OSHA recommendations for bracing and shoring.

6. Indemnify the Owner, the Landscape Architect, Architect, and the Consulting Engineers against any action arising from damage to existing structures, utilities or injury to persons resulting from the Contractor's actions or failure to act, in carrying out the intent of this section.
- E. Extent of Excavations: Excavate for structures to elevations and dimensions shown, extending excavation a sufficient distance to permit placing and removal of other work and for review. Trim bottom to required lines and grades to provide solid base to receive concrete or imported granular backfill material.
- F. Unsatisfactory Soil Materials: When unsatisfactory soil materials, as defined in this specification, are encountered at design elevations, immediately notify the Architect in writing by email or other equally expeditious means. Continue as directed by the Architect and Geo-Technical Engineer. When, in the sole opinion of the Architect, conditions are not a result of Contractor's negligence, additional excavation may be directed by the Architect and paid for as a Change Order on a unit price or negotiated price basis in accordance with Contract Documents. This additional excavation shall be measured each day and verified by the Owner's representative and the Contractor's Superintendent. A daily written accounting, attested by both parties, shall be maintained with copies daily to the Architect. No claim for extra compensation will be considered except through the procedure outlined above.
- G. Unauthorized and Over Excavation: Consists of removal of materials beyond required subgrade elevations or dimensions without specific direction of the Architect or Geotechnical Engineer. Unauthorized or over excavation, as well as remedial work directed by the Architect or Geotechnical Engineer, shall be at Contractor's expense. Fill of unauthorized excavations shall be as follows (all at no additional cost to the Owner):
 1. Fill the voids created by the removal of materials beyond indicated subgrade elevations with lean concrete (2000 psi). Or;
 2. Extending the indicated bottom elevation of the concrete footing to the lower elevation. Or;
 3. Adding imported granular backfill material compacted to 95% density to proper design elevation and layout as directed by the Architect. Testing agency to perform compaction testing prior to proceeding.
- H. Dewatering:
 1. Contractor shall anticipate seasonal variations of soil moisture content and groundwater in the Base Bid as verified by site investigation indicated in Section 311201.
 2. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
 - a. Surface and ground water shall be intercepted and removed before entering excavations. All necessary measures shall be taken. Earth dikes, ditches, or other devices, if required, shall be constructed to prevent such flows.
 3. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

- a. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - b. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations.
 - c. Provide and maintain pumps, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
4. The Contractor shall at all times provide and maintain proper and satisfactory means and devices (i.e. ditches, temporary pipes, pumps, and/or other temporary construction) for the removal of all water entering the excavations. Water shall be removed as fast as it may collect, in such manner that shall not interfere with the execution of the work or in the proper placing of pipe, structures or other work.
5. Provide and operate sufficient pumping machinery to keep excavated parts free of water. Dig sump pits when necessary into which the excavation shall be drained. Take care and proper precautions in the use of pumps so that in no case will foundations, footings and utilities already in place or existing foundations, footings of adjacent structures or utilities be undermined or disturbed, and erosion occur due to pumping.
6. Do not discharge pumped materials into any body of water, wetland, adjacent property, roadside swales, subsurface storm systems, or any infiltration practices as determined by the Architect. Provide temporary sediment basins, traps, and filter bags for pumped water.
7. Adjust, repair, replace, or clean all work, surfaces, and property, which may have been affected as a result of any dewatering operation.
- I. Prepare subgrade and twelve (12") inches of existing sub-soils below subgrade elevations in excavated areas to minimum density of 95% in structure, pavement, utility areas, turf field, trenches, and 90% under lawn non-paved areas.
- J. Protections: Protect structures, vegetation, utilities, sidewalks, pavements, and other facilities in areas of work. Barricade and secure open excavations and provide warning lights/signage from dusk to dawn each day.
- K. Extent of Excavations: Excavate for structures to elevations and dimensions shown, extending excavation a sufficient distance to permit placing and removal of other work and for review. Trim bottom to required lines and grades to provide solid base to receive concrete or imported granular backfill material.

3.5 BACKFILL AND FILL

- A. Preparation of Ground Surface to Receive Fill: Remove vegetation, organic materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Break up and remove existing foundations, concrete slabs, abandoned utilities, and site features. Plow, strip, roughen, or break up slopes steeper than 1 vertical to 4 horizontal so that fill material will bond to existing surface.

- B. Execute these steps when the existing ground surface, after removal of the above unsatisfactory soil materials, has a density less than that specified under "Compaction" for the particular area classification: Break up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.
- C. In no case shall fill be placed on a subgrade that is wet, muddy, rutted, spongy, frozen or that contains frost or that has not been tested and approved to achieve satisfactory results.
- D. Areas to receive any fill or backfill should be properly prepared, proof rolled, tested per "Field Quality Control" within this specification, inspected and approved by the Architect and Geo-Technical Engineer prior to the placement of fill.
- E. Following grade approval by the Architect and Geo-Technical Engineer, place imported granular backfill, imported structural fill and satisfactory general earth fill material in layers not more than eight (8") inches in loose depth in a manner to minimize segregation. The fill shall be placed in nearly horizontal lifts commencing at the lowest fill area elevation and proceeding with each lift upward and outward from the lower lift.
- F. Moisture Content: Contractor shall anticipate seasonal variations of all soils (on site or imported) and imported fills moisture content in the Base Bid and timing required for such shall be included in the project schedule. The moisture content of the materials shall be adjusted prior to application of compaction such that it is no more than 1% below or 3% above the optimum moisture content of the material. Apply water to surface, subgrade or layers of soil material when required to achieve compaction densities stated below. Remove and replace, or scarify and air dry, soils or imported materials that is too wet to permit compaction to specified density.
- G. Compaction:
 - 1. Compact each eight (8") inch layer of fill and backfill materials.
 - 2. Compact fill and backfill material below subgrade for structures, slabs, pavements, and utilities to minimum 95% of optimum in place density as determined by ASTM D1557, Modified Proctor.
 - 3. Compact fill material below subgrade for lawns or unpaved areas to minimum 90% of optimum in place density as determined by ASTM D1557, Modified Proctor.
- H. Equipment:
 - 1. Use sheepfoot rollers, pneumatic tired rollers, drum rollers, vibrating tampers, and other compaction equipment capable of obtaining the required density throughout the entire layer being compacted.
 - 2. Use power-driven hand tampers for compacting materials adjacent to site structures.
 - 3. For utility trenches or other confined areas, small compaction equipment may be necessary such as a vibratory plate, jumping jack or walk-behind vibratory roller. In these cases, lift heights no greater than six (6") inches should be maintained.
- I. Reconditioning Compacted Areas: Where previously completed compacted areas are disturbed by subsequent construction operations (by any Contractor), traffic or adverse weather, scarify and dry out the surface, regrade, and recompact to the required density

prior to further construction at no additional cost to the Owner. Use hand tamping for recompaction over underground utilities and trenches.

3.6 STONE DRAINAGE BLANKET (FOR SYNTHETIC TURF)

- A. Prepare subgrade under the stone blanket to a smooth, firm, well draining surface, sloped as detailed. At no time shall the subgrade be rutted by construction traffic including during the stone blanket material installation. Install geotextile fabric, overlapping rolls a minimum of 24" at all seams. Install and secure flat drains into perimeter SMT with welded couplers as shown on the drawings. Secure all coupler connections with waterproof PVC tape.
- B. Handling and Placement:
 - 1. Prior to stone blanket material placement, remove any excess or contaminated backfill from the stormwater management trenches (SMT's), flat drains, and/or geotextile fabric as directed by the Architect.
 - 2. Should any separation of the materials occur during any stage of the spreading or stockpiling, the Contractor must immediately remove and dispose of segregated material and correct or change handling procedures to prevent any further separation.
 - 3. Utilize a laser plane control system for the grading of the processed stone to ensure accuracy in the grade tolerances of +0" to -1/4" in 10'-0" (measured in any direction).
 - 4. Install processed stone base, where shown on plans, parallel to the flat drain network, to the lines and grades shown on the drawings. Each layer must be spread uniformly with equipment that will not cause perceptible separation in gradation (segregation of the aggregates).
 - 5. Shape the final surface of the processed stone to receive the turf system component and continue until the deviation from the required elevation does not exceed a maximum deviation from grade of +0" to -1/4" in ten feet (10'), when measured in any direction using a 10' straight-edge.
 - 6. Engage testing agency to proof roll wherever possible and mark "soft spots" for additional compaction. Use static tandem drum-type roller of not less than five (5) tons weight. Repair or replace areas that do not pass proof rolling test as directed by the testing agency.
 - 7. The stone blanket shall be compacted to a density of not less than 90% density as determined by ASTM D698 and D2922 measured using a nuclear density method. Engage testing agency to perform required density tests on the installed stone blanket or as directed by the Architect.
 - 8. Install finishing stone and roll tight to achieve a compacted density of not less than 92% so that the surface shall not deviate more than 1/4" in 10' (measured in any direction) when placed under a 10' foot straight edge. This tolerance is required over the entire field.
 - 9. On the completed stone blanket, install temporary painted lines fifteen (15') feet on center approximately on the 5 yard line and review for proper planarity. Perform "string grading" check along these 5 yard lines in the presence of the Architect and Turf Installer. Adjust high and low areas with similar stone blanket

material as directed by the Architect and Turf Installer prior to placement of the turf.

10. The surface of the stone blanket course shall be well drained at all times. The permeability of the aggregate shall be checked per ASTM 2434 (constant head) testing methods. Test samples shall be as described in this specification section.
11. Once the stone blanket is in place, the testing agency shall perform permeability tests on the stone blanket in locations as directed by the Architect per ASTM F2898-11. Provide water necessary for tests.
12. All test results will be logged and documented by the Contractor's Onsite Layout Foreman and Geotechnical Engineer for the testing agency. If at any time the stone blanket base does not meet project specifications, it shall be the Contractor's responsibility to restore, at his expense, the stone blanket base to the required grade, cross section, permeability, infiltration, and density.
13. After the Contractor has independently confirmed compliance with all the above tolerances (planarity and elevation verified by a licensed surveyor and compaction, gradation, permeability, and infiltration verified by geotechnical engineer), he shall notify the Architect and schedule a final site observation for approval. The Contractor shall make available an orbital laser system and other equipment to the Owner's Inspection Team for the inspection process.
14. Once the stone blanket is approved by the Owner, Architect, Geotechnical Engineer and Turf Installer, install the synthetic turf over the stone blanket as shown on the drawings, approved submittals and as specified. Prior to start of synthetic turf installation, the Turf Manufacturer/Turf Installer of the synthetic turf system shall inspect the stone blanket and supply a letter certifying base acceptance for the purposes of obtaining the Manufacturer's warranty for the synthetic turf playing surface.
15. The Site Contractor is responsible for providing daily onsite supervision of Turf Installer subcontractor at all times to ensure stone blanket planarity, drainage, and compaction is maintained during and after the turf installation.

3.7 FIELD QUALITY CONTROL TESTING AND INSPECTION SERVICES

- A. Soil Testing Service/Geo-Technical Engineer must inspect and approve density tests, retesting, and proof rolling of subgrades, as described in this section, before further construction work is performed thereon.
- B. Perform compaction density testing on compacted fill and imported granular base course in accordance with ASTM D1556, ASTM D1557, ASTM D2922, and D3017.
- C. In place density testing should be performed at a frequency of one (1) test per 500 square feet per lift in open areas, and one (1) test per 25 feet per lift in confined areas and utility trenches.
- D. When the test results indicate that insufficient compaction has been obtained in any layer, the Contractor shall take action to modify or alter the moisture content in the soil, to provide additional compaction and testing or otherwise to increase the in-place soil density. If the Contractor cannot obtain satisfactory compaction due to material properties, the Contractor shall remove the unsatisfactory material and replace with new material at no additional cost to the Owner.

- E. Materials contaminated by mud, debris, organics, frost, and/or other deleterious materials shall be removed and replaced with uncontaminated specified material.
- F. No fill or backfill shall be placed over an area or lift of fill that has not been tested and achieved satisfactory results.
- G. Stone Blanket Field Testing:
 - 1. Stone Blanket (for Synthetic Turf Field):
 - a. Four (4) density tests as determined by ASTM D698 and measured using nuclear density testing methods.
 - b. Permeability Test: Perform one (1) permeability test of both installed finishing and base stone as determined by ASTM D2434 confirming permeability rate outlined in "SUBMITTALS" of this specification section.
 - c. Infiltration Tests: Engage the independent testing agency to perform silt infiltration testing of the in-place stone blanket per ASTM D3385-09 using the Double Ring Infiltration Tester. Results shall meet the following:
 - Direct infiltration rate of stone blanket system ≥ 40 "/hour.
 - i. Notify Architect forty-eight (48 hrs.) hours in advance and provide water, materials, machinery and labor to carry out testing in presence of Architect.
 - ii. Perform ten (10) infiltration tests each on the installed synthetic turf stone blanket in areas as directed by the Architect.
 - iii. Repair all test areas to match surrounding stone blanket material.

3.8 GUARANTEE

- A. Guarantee structures, pavements, fencing, and synthetic turf free from settlement for a period of one (1) year from the date given on the certificate of substantial completion or final punch list when satisfactorily completed and accepted by the Architect, whichever is later.
- B. Repair to proper grade and alignment any and all settlement of structures, pavements, fencing, and synthetic turf adversely affected by settlement within one (1) year after date given on the certificate of substantial completion or final punch list when satisfactorily completed and accepted by the Architect, whichever is later, at no additional expense to the Owner. In damaged compacted areas, scarify the surface, re-shape, and compact to required density prior to further construction.
- C. All repairs/corrections shall be completed to the satisfaction of the Owner within seven (7) days of written notice by the Owner.

3.9 CLEAN UP

During the contract and at intervals as directed by the Architect and as earthwork is completed, clear the site of surplus earth, large surface stones, debris, tools, and equipment. Leave the site in a clean, safe, well draining, and neat condition.

END OF SECTION 312201

SECTION 321201 - ASPHALT PAVING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The extent of asphalt paving is shown on the drawings.
- B. Asphalt Paving work includes, but is not limited to, the following:
 - 1. Asphaltic Concrete
 - 2. Bituminous Tack Coat
 - 3. Hot Pour Crack Sealing and Filling
 - 4. Field Quality Control
 - 5. Clean up
- C. Provide all materials, labor, equipment, and services required to accomplish related work in accordance with the drawings and specifications.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 311201 - Site Preparation
- B. Section 312201 - Site Earthwork

1.3 REFERENCES

- A. The latest editions of the following Standards, as referenced herein, shall be applicable:
 - 1. New York State Department of Transportation Standard Specifications, Section 402 - "Hot Mix Asphalt (HMA) Pavements" and 407 - "Bituminous Tack Coat"
 - 2. "Standard Specifications for Highway Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials (AASHTO)."
 - 3. American Sports Builders Association (ASBA) Asphalt Guidelines, latest edition
- B. The following reference standards shall apply for Testing and Inspection:
 - 1. ASTM D1074: Standard Test Method for Compressive Strength of Bituminous Mixtures
 - 2. ASTM D1188: Standard Test Method for Bulk Specific Gravity and Density of Compacted Mixtures Using Paraffin-Coated Specimens.
 - 3. ASTM D2041: Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
 - 4. ASTM D2726: Standard Test Method for Bulk Specific Gravity and Density of Non-absorptive Compacted Bituminous Mixtures
 - 5. ASTM D2950: Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods
 - 6. ASTM D3203: Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
 - 7. ASTM D3549: Standard Test Methods for Thickness or Height of Compacted Bituminous Paving Mixture Specimens
 - 8. NYSDOT Materials Method 28 Friction Aggregate Control and Test Procedures

1.4 SUBMITTALS

- A. Provide Paving Contractor experience requirements, as outlined in "Quality Assurance" of this specification section, for the following:
 - 1. General Paving
- B. Provide Asphalt Producer Vendor Certificate and proof of quality control monitoring as outlined in "Quality Assurance" of this specification section.
- C. Provide material certificates showing content/mechanical analysis for the following:
 - 1. Asphaltic Concrete Mix Design with Authorization Signature:
 - a. Type/name of mix (less than 24 months old)
 - b. All aggregates gradations and quality measurements
 - c. Plot (0.45 power graph) of the final aggregate blend
 - d. Bulk (dry) specific gravity of all aggregates and final aggregate blend (Gsb) including worksheets for natural (virgin) as well as reclaimed asphalt pavement (RAP)
 - e. Grade of asphalt binder (PG) being used
 - f. Optimum percent asphalt binder (Pb)
 - g. Mix air voids at optimum (Va)
 - h. Bulk specific gravity of mix at optimum (Gmb)
 - i. Theoretical maximum specific gravity of mix at optimum
 - j. Voids in the Mineral Aggregate (VMA) and Void Filled with Asphalt (VFA)
 - k. Dust to total asphalt content (AC) ratio
 - l. All design data and associated design curves
 - 2. Bituminous Tack Coat
- D. Provide Manufacturer's Product Data (MPD) for the following:
 - 1. Hot Pour Crack Sealing and Filling
- E. Submit Asphalt Placement Work Plan, indicating paving pass widths, paving directions, site access, and timing/coordination of any site equipment installation (posts, boxes, fencing, etc.) indicated in 3.3 of this specification section. Supply Owner with yield calculations for all asphalt paving products and materials used on the project as part of the work plan.
- F. Field Quality Control test reports as indicated in this specification section.

1.5 QUALITY ASSURANCE

- A. Paving Contractor Experience Requirements:
 - 1. General Paving: Contractor shall have the experience of at least five (5) years in business. Paving superintendent has a minimum of three (3) years' experience as a paving crew operating foreman.
- B. Asphalt Testing and Inspection Services:

1. The Owner will employ and pay for the services of an Independent Testing Agency to provide testing and inspections of asphalt pavements.
 2. The services and the information provided by the Testing Agency are provided for the sole benefit of the Owner. The information is provided to the Contractor for the sole purpose of being aware of what is being reported.
 3. The Contractor is solely responsible for assuring the work complies with the Contract Documents in all respects and may not rely on the testing agency for this or any other assurances. The Testing Agency and their representatives are not authorized to revoke, alter, relax, enlarge, or release any of the requirements of the Contract Documents, approve or accept any portion of the work, perform or excuse any duties of the Contractor, or be involved in the scheduling of any work.
 4. Asphalt paving materials and operations shall be tested and inspected as the work progresses. Failure by the Testing Agency to detect any defective work or material shall not in any way prevent later rejection (when such defect is discovered) nor shall it obligate the Owner for final acceptance.
- C. Asphalt producer shall monitor production according to the procedures of NYSDOT Material Method 28 Friction Aggregate Control and Test Procedures. Asphalt producer shall be a New York State approved/certified HMA (Hot Mix Asphalt) manufacturing facility.
- D. Calibrated equipment and qualified personnel must be always accessible during the construction of the HMA.

1.6 JOB CONDITIONS

- A. Job conditions in Section 312201 apply.
- B. Atmospheric conditions for applying courses:
1. Hot mix asphalt shall generally arrive on the project site between 270°-300° F. (per asphalt producer recommendations).
 2. Place asphalt concrete wearing course or bituminous surface treatment only when atmospheric temperature is above 50 degrees F. and rising, and when asphalt binder course is thoroughly dry.
 3. Place binder course only when air temperature is above 45 degrees F. and rising and when asphalt base course or granular stone base course is thoroughly dry.
- C. Grade Control: Establish and maintain required lines and elevations.
- D. Codes and Standards: Perform the work in compliance with applicable requirements of governing authorities having jurisdiction. Obtain and pay for permits required by local authorities.
- E. Construction Review and Testing: Notify and coordinate with the Independent Testing Agency and Architect when the subgrade is shaped and ready for proof rolling. Also, when the granular base course is fully installed, compacted and ready for density testing. Protect subgrade and subbase at all times.

1.7 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver all materials to the job site with all labels intact and legible at time of installation.
- B. Store materials off ground under cover. Protect from damage or deterioration.
- C. Handle materials to prevent damage to surface, edges, ends and factory applied finishes of items. Damaged material shall be rejected and replaced.

PART 2 - PRODUCTS

2.1 ASPHALTIC CONCRETE

- A.

| Pavement Types | Percent Asphalt* |
|------------------------------|------------------|
| 19.0 mm Type 3 Binder Course | 4.8% Asphalt |
| 9.5 mm Type 7 Top Course | 6.3% Asphalt |

* Percentage of Asphalt is approximate and shall be based off actual project submittals provided by the Asphalt Producer.
- B. Hot Mix Asphalt Top Course: Pavement shall meet the minimum requirements for 9.5 mm (Type 7) SUPERPAVE Hot Mix Asphalt Top Course (75 gyrations), with a PG 64-22 Binder as specified in Section 402, of the current NYSDOT Standard Specifications, with the exception that the maximum proportion of Recycled Asphalt Pavement (RAP) to virgin aggregates shall not exceed 15% of the total mix.
- C. Hot Mix Asphalt Binder Course: Pavement shall meet the minimum requirements of 19.0mm SUPERPAVE Hot Mix Asphalt Binder Course (75 gyrations), with a PG 64-22 Binder, as specified in Section 402, of the current NYSDOT Standard Specifications, with the exception that the maximum proportion of Recycled Asphalt Pavement (RAP) to virgin aggregates shall not exceed 20% of the total mix.
- D. The coarse aggregate used in HMA shall be sound, angular crushed stone (crushed or rounded gravel is not acceptable). The fine aggregate shall be well graded, moderately sharp to sharp (angular) sands.

2.2 BITUMINOUS TACK COAT

- A. Material shall consist of an asphalt emulsion, Grade RS-1h, and shall meet the minimum requirements of Section 407, of the current NYSDOT Standard Specifications. Bituminous Tack Coat shall be installed over all new and existing concrete and asphalt pavements and structures prior to the installation of new Hot Mix Asphalt materials. The following application rates shall apply:

| | |
|---|------------------|
| 1. New Hot Mix Asphalt | 0.05-0.07 gal/sy |
| 2. Milled Surfaces of Existing Asphalt | 0.10-0.15 gal/sy |
| 3. Abutting Vertical Edges (drainage structures, appurtenances) | 0.05-0.07 gal/sy |
| 4. All Styles of Curbs and Gutters | 0.05-0.07 gal/sy |
| 5. Delayed asphalt installation of HMA Courses | 0.10-0.15 gal/sy |

2.3 HOT POUR CRACK SEALING AND FILLING

- A. Single component, hot applied asphalt crack and joint sealant capable of withstanding temperatures of up to 450° without experiencing polymer degradation.
- B. Shall be supplied in solid blocks comprised of heat stabilized polymers and asphalt.
- C. Meeting the following material requirements when tested in accordance with ASTM D5329. (see chart below)

Chemical & Physical Analysis

| | |
|-------------------------------------|-------------------|
| Recommended Application Temperature | 350-400°F |
| Maximum Heating Temperature | 450°F |
| Cone Penetration at 25°C | 50 max. |
| Flow at 60°C, mm | 0. |
| Softening point | 200°F Min. |
| Flexibility 0°F | (1" Mandrel)-Pass |
| Specific Gravity | 1.17 |
| Asphalt Compatibility | Passes |

- D. Standard or quality shall be Crack Master Supreme as manufactured by Thorworks Industries, Inc., 800-395-7325, www.thorworks.com or approved equal.

PART 3 - EXECUTION

3.1 PREPARE SURFACE

- A. Prior to commencement of tack coat and asphalt paving within pavement milled areas, as shown on the plans, all cracks and joints in the milled pavement surface shall be prepared and filled in accordance with the project specifications. Any oil or grease spots shall be scraped and treated to prevent bleeding through the tack coat.
- B. Saw cut, using straight and true lines, all existing asphalt pavements to remain in place with straight, neat edge for abutting against proposed asphalt pavement.

3.2 PLACE ASPHALT MIX

- A. General:
 - 1. The Contractor shall submit a paving plan, indicating intended direction of paving, number of pulls, etc. for approval prior to the start of paving operations.
 - 2. Joints: Saw cut vertical straight, neat edges for joints required. Joints shall be sharp and clean, conforming to shapes drawn on drawings. Ragged joints will not be accepted.
 - 3. Mill two (2') feet into surface of adjacent asphalt so joints do not line up or "stack".
 - 4. Place bituminous tack coat to all surfaces as indicated in this specification. When pavement surface temperature is above or below the 75-130 degrees F. range, the grade of asphalt emulsion must be modified according to NYSDOT standards. Tack coat shall not be applied to a wet surface or when the pavement surface temperature is below 45 degrees F.

5. Place asphalt on approved prepared surface, spread and strike-off.
 6. Spread mixture at minimum temperature of 225-240 degrees F. Place inaccessible and small areas by hand. Hand work shall be minimized to ensure the best possible finished surface.
 7. Place each course to required grade, cross-section, and compacted thickness.
 8. Paving operations shall not be scheduled when ample time does not exist to place, compact, and finish roll the hot mix asphalt during daylight hours and prior to rainfall.
- B. Pavement Placing: Shall be installed in accordance with Section 402-"Hot Mix Asphalt (HMA) Pavements", of the current NYSDOT Standard Specifications.
- C. Paving Equipment:
1. Must be capable of placing, spreading and finishing courses of HMA to the specified thickness.
 2. HMA shall be free of marks, segregation and be placed to the required uniform elevation with a smooth texture not showing tearing, shoving, or gouging.
 3. Auger extensions are required while pavers are extended beyond the basic screed width.
 4. Paving equipment shall be self-propelled and capable of maintaining the line and grade shown on the plans with suitable electronic equipment. The screed shall be straight and true with no bow and utilizing a vibratory screed. Paving equipment should have fully functional screed heaters and joint preheaters.
- D. Asphaltic Concrete shall be installed as follows:
1. Medium Duty Asphalt Pavement: Installed in two (2) lifts consisting of 19.0mm SUPERPAVE Hot Mix Asphalt Binder Course overlain by 9.5mm SUPERPAVE Hot Mix Asphalt Top Course.
- E. Place in strips not less than ten (10') feet wide, unless otherwise acceptable. In placing each succeeding pass after the placement of the initial pass, the screed of the paver shall be set such that it overlaps the preceding pass by 6" and be sufficiently high such that when compacted, a smooth joint is produced. Prior to pinching the joint, the excess material shall be pushed onto the edge of the new pass with a lute. Excess material shall be removed.
- F. After first lift has been placed and rolled, place succeeding lifts and extend rolling to overlap previous lifts. Where possible, top course shall be placed at right angles to binder course and in the direction that the drainage flows. Where this is impractical, offset joints of the two courses by a minimum of two (2') feet so upper and lower joints do not align.

3.3 ROLL ASPHALT MIX

- A. General:

1. Rollers shall conform to the manufacturer's specifications for all ballasting. At least one vibratory roller shall be required for each project, with two rollers required as a minimum. (Three rollers shall be required when tonnage is greater than 300 tons/day.)
 2. Rollers shall be of a good condition and capable of compacting the HMA to the minimum in-place density required by this specification. Compact asphalt with a nominal 10 ton steel wheel roller or pneumatic rubber tired roller. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
 3. Begin rolling when mixture will bear roller weight without obvious or excessive displacement.
- B. Finish Rolling: Each lift of the Asphaltic Concrete Pavement shall be mechanically rolled and compacted to the finished thicknesses specified in the Contract Documents. The pavements shall be compacted to a minimum of 94%-97% (95%-102% at longitudinal joints) of the materials theoretical density as determined by AASHTO Method T 209 and an air void percentage of 5%-6% maximum.
- C. Patching: Remove and replace paving areas mixed with foreign materials, dirt, and defective areas. Cut-out such areas and fill with fresh, hot asphalt concrete. Compact by rolling to maximum surface density and smoothness.
- D. Joints:
1. The Contractor shall sequence the installation and orientation of all Asphaltic Concrete Pavements such that the minimum numbers of longitudinal and transverse joints are produced and in accordance with the approved Asphalt Placement Work Plan.
 2. Neat, straight butt joints between successive passes. Offset joints a minimum of six (6") inches between lifts of asphalt.
 3. When repairs or staging of work occurs, make neat vertical saw cut between old and new work to create butt joint. Heat joint prior to pouring. Cold joints are not acceptable.
 4. Apply bituminous tack coat to all surfaces and rates indicated under "Bituminous Tack Coat" of this specification section. Tack coat shall not be required on abutting vertical edges for pavements placed in the same day.
 5. Minimize construction, longitudinal, and transverse joints left open for an extended period of time.
 6. Construct longitudinal joints by paving in a hot fashion with a temperature of not less than 220°F to ensure maximum performance and adhesion.
 7. Compact all joints to provide for a neat, uniform and tightly bonded joint that will meet both surface tolerances and density requirements of this specification.
 8. Cut straight and true (vertical construction or transverse joints if the material has cooled to less than 220°F prior to the placement of the next pass to ensure the best performing joint possible.

- F. Edges: Roll at 45 degrees as detailed, creating clean edge conforming to shapes indicated on the drawings. Ragged edges will not be accepted. Return and saw cut ragged edges at no additional cost to the Owner as directed by the Architect.
- G. The final finished grades of the new Bituminous Concrete Pavements must be smooth and true to the contours and shall be installed to the lines and grades of the site prior to start of construction. The final finished grades shall match adjacent pavement surfaces and concrete slabs, aprons, and doorways.
- H. Construction Delays (over 48 hours): When placement of the wearing course over the binder course is delayed over 48 hours, thoroughly clean existing surface of dirt, oil and other debris by pressure washing and sweeping. Place bituminous tack coat as specified in this section.

3.4 ASPHALT TOLERANCES

- A. Thickness and Density: Compact each asphalt course to produce the thickness indicated on the drawings within the following tolerances:
 - 1. Binder Course: Plus or minus 1/4-inch
 - 2. Wearing Course: Plus or minus 1/8-inch
- B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. For Asphalt Concrete:
 - Binder Course Surface: 1/4"
 - Wearing Course Surface: 1/8"
- C. Asphalt Cores: Shall be provided as indicated under "Field Quality Control" of this specification.

3.5 FIELD QUALITY CONTROL

- A. The Owner's Testing Agency shall provide the following in the daily report at a minimum:
 - 1. Verify the following for the asphalt mix design prior to asphalt placement:
 - a. The asphalt mix design has been approved.
 - b. The asphalt mix design specifies the minimum relative compaction and the methods required to determine maximum density.
 - 2. Inspect/test asphalt wearing course material for compaction during placement and conduct thickness measurements during lay-down. Take temperature of the asphalt mixture and compare actual temperature with the approved asphalt mixture design range. As a minimum, perform the following inspection/tests:
 - a. Collect trip tickets from trucks delivered to the site and verify correct mix design being used for the project.
 - b. Temperature tests: one per truck.
 - c. Lay down thickness (uncompacted): one per strip or 500 square feet minimum
 - d. Verify equipment rolling pattern and passes to ensure proper compaction: one per day

- e. Density test (daily lab density): one test per 5000 square feet minimum
 - f. Hot mix samples (laboratory testing for density per ASTM D1188): one per day
 - g. Thickness per ASTM D3549 and density samples per ASTM D2950 by a properly calibrated nuclear asphalt testing device. If there is a disagreement between tests done by ASTM D2950 and ASTM D1188, the values done by ASTM D1188 will govern: one test per 20,000 square feet (surface lift), one test per 10,000 square feet (base lift)
 - h. Air voids per ASTM D3203 or D2726: one test per 5000 square feet minimum
 - i. Verify compaction at the joints and seams. The completed paved surface to be true to grade and cross section. Verify smoothness by using an unleveled 10 foot straightedge and ensuring no gap at any point between straightedge and pavement exceeds surface smoothness requirements above except at interception or at changes of grade.
 - j. The screed/lay down thickness tolerance shall be between 1/8 to 3/16 inches greater than the required asphalt minimum layer requirement. When screed depth is set for the exact thickness as specified, immediately notify the Owner's Representative and Contractor that the installed asphalt thickness may be deficient to achieve the specified minimum thickness. Identify areas of non-complying thickness and attach a drawing identifying the areas to the daily field report.
 - k. Immediately notify the Owner's Representative and Contractor when paving is being conducted in cold weather and asphalt temperatures are below or above the design mix range.
 - l. Check the surface grades and drainage patterns. Identify on a drawing all paved areas that are holding water after asphalt placement and notify the Owner's Representative and Contractor. Small ponding areas (bird baths) larger than two (2') feet in any dimension are not acceptable. When this test proves that surface conditions are not acceptable, the Contractor will be responsible for correcting the problem areas. Install a one (1") inch shim coat of wearing course material, or other means acceptable to the Architect.
 - m. Verify tack coat and edge coat have been applied at the proper rate.
5. Asphalt Cores: Shall be as directed by the Architect.
- a. Prior to final acceptance of the asphalt and before lining or other surface materials (resilient track surfacing, etc.) are placed, the Owner's Testing Agency shall core 3" diameter areas of the asphalt surfacing where directed by the Architect. Consistency, density, thickness, and tensile strength per ASTM D6931 will be evaluated.
 - b. Patch core areas as directed by the Architect to match adjacent density, texture and thickness.
 - c. Coordinate day to day scheduling with the Testing Agency.
 - d. If cores vary significantly from the contract requirements, additional cores will be performed by the Testing Agency as directed by the Architect. Once the overall general quality is determined, provide remedial work as directed by the Architect to achieve the quality and consistence as specified.
- B. Unacceptable Paving: Remove and replace unacceptable paving as directed by the Architect, immediately and without argument or delay. Correction of deficient areas in the wearing course shall be done by sawcutting and removal of defective area of work. Tack coat shall be applied to all edges and the pavement shall be replaced. Shimming or skin patching of the wearing course shall not be permitted. Correction of deficient areas

within the binder course shall be corrected by sawcutting and milling high spots, and truing and leveling low spots or as directed by the Architect.

3.6 SURFACE PROTECTION

- A. Protection: After final rolling and sealing, do not permit any type of vehicular or construction traffic on pavement until it has cooled and hardened as recommended by the producer/manufacturer, minimum of 48 hours.
- B. Provide protection including, but not limited to, fencing, traffic cones, barrels, lights, reflective signs, flagpersons and barricades until mixture has cooled and attained its maximum degree of hardness.

3.7 HOT POUR CRACK SEALING AND FILLING

- A. The crack must be free from moisture, dust, and loose aggregate. Routing or wire brushing are preferred methods followed by a compressed air heat lance immediately prior to sealing. The substrate and air temperature must be above 45°F.
- B. Shall be melted in direct fired or oil jacketed melters. Material should reach recommended pouring temperature of 350-400°F. Fresh material may be added as sealant is used.
- C. Apply heated crack filler using either a pump and wand system or a pour pot. For best results the sealant depth to width ratio should not exceed 2 to 1 (i.e. 2-inches deep to 1-inch wide). The cooled sealant height should not exceed 1/8" above surrounding pavement. Using a sealing shoe or squeegee, band the material 2 to 3 inches wide over the crack.

3.8 CLEAN UP

During the contract, and at intervals as directed by the Architect, and as asphalt paving is completed, clear the site of extraneous fabric, gravel, asphalt, and debris. Leave the site in a clean, safe, well draining, neat condition.

END OF SECTION 321201

SECTION 321301 - SITE CONCRETE WORK

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The extent of site concrete work is shown on the drawings and includes formwork, reinforcement, accessories, cast in place concrete, installation of embedded items, finishing, curing, mix designs, testing and acceptance requirements for concrete.
- B. Site Concrete work includes, but is not limited to, the following:
 - 1. Concrete walks and pads
 - 2. Concrete footings, bases, foundations
 - 3. Exterior anchoring cement non-shrink grout
 - 4. Concrete scheduling April 1 to October 15
 - 5. Clean up
- C. Provide materials, labor, equipment, and services required to accomplish related work in accordance with the drawings and specifications.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 312201 - Site Earthwork
- B. Section 323000 Series - Site Improvements for Athletic Field Equipment and Furnishings, Synthetic Turf, and Fencing
- C. Section 334001 - Storm Drainage

1.3 REFERENCES

- A. ACI 301-96 - Specifications of Structural Concrete for Buildings
- B. ASTM A615 - Deformed and Plain Billet-Steel for Concrete Reinforcement
- C. ASTM C31 - Standard Practice for Making and Curing Test Specimens in the Field
- D. ASTM C33 - Concrete Aggregate
- E. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
- F. ASTM C94 - Ready-Mixed Concrete
- G. ASTM C109 - Test Method for Compressive Strength of Hydraulic Cement Mortars
- H. ASTM C143 - Standard Test Method for Slump of Hydraulic Cement Concrete
- I. ASTM C1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-Shrink)
- J. ASTM C150 - Portland Cement
- K. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete

- L. ASTM C173 - Standard Test Method for Air Content of Freshly Mixed Concrete by Volumetric Method
- M. ASTM C260 - Air Entraining Admixtures for Concrete
- N. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete
- O. ACI 315 - Details and Detailing Concrete Reinforcement

1.4 SUBMITTALS: (See Section 311201, 1.5)

- A. Shop Drawings required for:
 - 1. Concrete footings for football goal posts showing reinforcing
- B. Manufacturers Product Data (MPD) and Samples where indicated are required for the following:
 - 1. Expansion Joint and Sealant: MPD and Color Samples
 - 2. Water Based Curing and Sealing Compound
 - 3. Slip Dowel System
 - 4. Cold Weather Admixture
 - 5. Hot Weather Admixture
 - 6. Air Entrainment
 - 7. Exterior Anchoring Cement Non-Shrink Grout
- C. Submit proposed 4,000 psi concrete mix design and test data in accordance with ACI 301 to the Architect for review prior to commencement of the work.
 - 1. Indicate the locations and elements for which the mix will be used.
 - 2. Include in the concrete mix design all required or proposed admixtures necessary to facilitate the installation of the concrete by the means and methods selected by Contractor for this project.
- D. Mill test certificates and/or test reports for cement indicating compliance with these specifications.

1.5 QUALITY ASSURANCE

- A. Concrete Testing Services: The Owner shall employ an acceptable independent testing laboratory to perform materials evaluation, testing of concrete mixes, and quality control testing. Coordinate day to day scheduling with the testing agency. Field technician shall be ACI Certified Grade 1 Field Technician.
- B. Construct and erect concrete formwork in accordance with ACI 301 and 347.
- C. Perform concrete reinforcing work in accordance with ACI 301.
- D. Perform cast-in-place concrete work in accordance with ACI 301.
- E. Conform to New York State Building Code.
- F. Field quality control tests are specified in Part 3 - Execution.

1.6 JOB CONDITIONS

- A. Job conditions in Section 312201 apply. Provide ample and skilled manpower for concrete installation which is a recognized time sensitive procedure.
- B. All concrete work shall conform to American Concrete Institute (ACI) 304R-00 "Guide for Measuring, Mixing, Transporting and Placing Concrete".
- C. Do not install concrete work when the temperature of the outside air is below 50 degrees F. and falling unless suitable means acceptable to the Architect are provided to protect work from cold and frost and ensure that mortar and concrete will cure without freezing as indicated in "Cold Weather Concreting" below.
- D. Cold Weather Concreting: Provide non-chloride accelerating water reducing admixture in site concrete work placed at ambient air temperatures below 50 degrees F. (10 degrees C.). Comply with International Masonry Industry All-Weather Council cold weather construction and protecting recommendations and American Concrete Institute 306R-10 "Guide to Cold Weather Concreting."
- E. Hot Weather: Provide water reducing retarding admixture in site concrete work placed at ambient air temperatures above 80° F. Comply with American Concrete Institute 305R-10 "Guide to Hot Weather Concreting."
- F. Construction Review: Notify the Architect/Geotechnical Engineer when stairs, retaining walls, walks, ramps, curbs and pads are formed and ready to receive concrete. Radius form layout shall be inspected and approved by the Architect.
- G. Schedule: Unless otherwise directed in writing by the Architect, construct site concrete work from April 1 to October 15. This permits a minimum 30 day dry curing period prior to possible application of deicing chemicals by the Owner.

1.7 ADA REQUIREMENTS

- A. GENERAL: Concrete work shall comply with the Americans With Disabilities Act as described in the 2010 ADA Standards issued by the Department of Justice (DOJ) and the Department of Transportation (DOT) or latest edition, shall be used.
- B. Curb ramp and concrete walk surfaces shall meet the following tolerances:
 - 1. Transitions from ramps to walks, gutters, or streets shall be flush and free of abrupt changes.
 - 2. Thresholds at doorways shall not exceed 3/4" in height for exterior sliding doors or 1/2" for other types of doors. Raised thresholds and floor level changes at accessible doorways shall be beveled with a slope no greater than 1:2.
 - 3. Detectable warning system shall cast in place for the safety and convenience of the visually impaired. Contractor shall have a minimum of three (3) years experience with materials and installation.

PART 2 - PRODUCTS

2.1 FORM MATERIALS AND ACCESSORIES

- A. Forms: Either steel or wood, exterior type softwood, PS1, of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use forms that are straight and free of distortion and defects, extending the full

depth of concrete. Concrete walks which require radius form work shall be set with flexible forms, conforming to the shapes and dimensions as indicated.

- B. Lumber: PS 20.
- C. Form Ties: Snap-off, metal type of fixed length, cone type.
 - 1. Ties shall be left in place and equipped with swaged washers or other approved devices to prevent seepage of moisture along the tie.
 - 2. Depth of Breakback: Minimum one (1") inch.
 - 3. Unless otherwise noted, provide form ties, which will not leave holes larger than one (1") inch diameter in concrete surface.
- D. Dovetail Anchor Slot: Galvanized steel, form filled, release tape sealed slots; bend tab anchors.
- E. Form Release Agent: Shall be non-staining and non-residual. Increte Wall Form Release manufactured by Increte or Architect approved equal.

2.2 REINFORCEMENT MATERIALS

- A. Reinforcing Steel: ASTM A615, 60 ksi yield grade; deformed billet steel bars, plain finish, free of rust and/or oxidation. Reinforcing bars shall be bundled and tagged with grades and suitable identification markings, shall be waterproof, and shall not be removed until steel is placed.
- B. Steel Welded Wire Reinforcement ASTM A185, plain type:
 - 1. Flat Sheets
 - 2. Mesh size: 6 x 6 (standard W1.4 x W1.4, heavy duty W2.1 x W2.1)
 - 3. Free of rust and/or oxidation
- C. Reinforcement Accessories:
 - 1. Tie Wire: FS QQ- W-461 G, annealed steel, back, 16-gage minimum.
 - 2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement. They shall provide sufficient supports at close enough spacing so that the steel will carry the weight of the workmen and the fresh concrete without deformation from its specified location.
- D. Fabricate concrete reinforcing in accordance with ACI 315.
- E. Slip Dowels: Shall be a slip dowel system comprised of a round dowel sleeve and corresponding base. Standard of quality: shall be Speed Dowel as distributed by A.H. Harris, (860) 216-9500 or Architect approved equal.

2.3 CONCRETE MATERIALS

- A. Cement: ASTM C150, Normal-Type 1 or Type II, Portland type.
- B. Aggregates (ASTM C33):
 - 1. Fine aggregates: clean, sharp, natural sand.
 - 2. Coarse Aggregates: 3/4" maximum size stone meeting the requirements of New York State Department of Transportation Specification 703.02.

- C. Water: Clean and not detrimental to concrete.

2.4 ADMIXTURES

- A. Calcium Chloride in concrete is prohibited.
- B. Air Entrainment Admixture: ASTM C260, Darex AEA ED or Architect approved equal.
- C. Water Reducing Admixture: ASTM C494, Type A; not containing more chloride ions than are present in municipal drinking water.
- D. High Range Water Reducing Admixture: ASTM C494, Type F or G; not containing more chloride ions than are present in municipal drinking water.
- E. Cold Weather Accelerating Admixture: (Ambient temperature below 50°F.) Non-chloride water reducing accelerating admixture, ASTM C494, Type C, PolarSet as manufactured by WR Grace & Co. or Architect approved equal. Mix at rates recommended by the manufacturer. No reduction in compression rating of the concrete is permitted.
- F. Hot Weather Water Reducing and Retarding Admixture: (Ambient temperature above 80° F.) Shall be Daratard series admixture, ASTM C494, Type D, as manufactured by WR Grace & Co. or Architect approved equal. Mix at a rate recommended by the manufacturer. No reduction in compression rating of the concrete is permitted.

2.5 RELATED MATERIALS

- A. Expansion Joints:
 - 1. For Radius Applications: Expansion joint filler shall be polyethylene closed cell backing with peel off strip, Sonolastic as manufactured by Sonneborn or Architect approved equal.
 - 2. For Straight Applications: Expansion joint filler shall be fiber expansion joint with peel off snap-cap, as manufactured by W.R. Meadows or Architect approved equal.
- B. Caulking for flat slabs shall be one part elastomeric self leveling polyurethane gray sealant Masterseal SL1 or Architect approved equal. Caulking for vertical surfaces shall be one component elastomeric gun grade polyurethane sealant Masterseal NP1, color as selected by the Owner to match wall stain or Architect approved equal.

2.6 COMPOUNDS, HARDENERS, AND SEALERS

- A. Water Based, Acrylic, Curing and Sealing Compound: ASTM C309, Type 1, Class A and B, clear or translucent. Standard of quality shall be VOCOMP-20 as manufactured by W.R. Meadows or Architect approved equal.

2.7 CONCRETE MIX

- A. Mix and deliver ready-mix concrete in accordance with ASTM C94.
- B. Concrete:
 - 1. Compressive Strength (Minimum at 28 days): 4,000 psi
 - 2. Slump (Maximum): 2 to 4 inches
 - 3. Air Entrainment: 6-8.5%

- 4. Flexural Strength (ASTM C78): 650 psi at 28 days.
- C. Use water-reducing admixture in all concrete.
- D. Water/Cement Ratio: Maximum 0.42 for 4,000 psi concrete.
- E. Cement Factor Per Cubic yard: Minimum 560 lbs. for 4,000 psi concrete.
 - 1. Substitution of fly ash for cement is prohibited.
- F. Maximum Size of Coarse Aggregate:
 - 1. General Work: Per ACI 301, 3/4" maximum.
- G. Select admixture proportions for normal weight concrete in accordance with ACI 301.
- H. Add air-entraining agent to concrete mix for all concrete work exposed to exterior.

2.8 MIXING WATER CONTROL

- A. The quantity of mixing water used in the concrete mix shall be determined by the Contractor, except that the Architect/Geotechnical Engineer may direct that such quantity of water be reduced if the slump of the concrete exceeds the specified slump. The Contractor's determination of the quantity of mixing water shall conform to the various limits on water/cement ration and slump specified. Concrete consistency shall be uniform from batch to batch.
- B. During the course of the work, the batch plant will make quantitative measured moisture determinations of the aggregates utilized in each batch. Aggregate weights and batch water requirements shall be adjusted accordingly for measured aggregate moisture content.
- C. When concrete is transported in units approved for mixing, the addition of not more than 10% of the total design water will be permitted at the job site to obtain initial slump.
 - 1. Any addition of water shall be followed by mixing of at least 30 revolutions in the mixing speed range.
 - 2. No more than two additions of water at the point of deposition before discharge shall be allowed.
 - 3. No retempering of the concrete will be permitted. Retempering is defined as the addition of water after the mix has attained its desired initial slump.

2.9 EXTERIOR ANCHORING CEMENT (NON-SHRINK GROUT)

- A. For Steel Posts, Fencing and Other Non-Aluminum Elements: Shall be an exterior grade anchoring cement (non-shrink grout) with a min. compressive strength (ASTM C-109) of 7,200 psi at 28 days. Standard of quality shall be Super Por-Rok as manufactured by CGM, Inc., www.cgmbuildingproducts.com, or Architect approved equal.
- B. For Aluminum Posts and Elements: Shall be an exterior grade anchoring cement (non-shrink grout) with a min. compressive strength (ASTM C-109) of 7,200 psi at 28 days. Standard of quality shall be Por-Rok as manufactured by CGM, Inc., www.cgmbuildingproducts.com, or Architect approved equal.

PART 3 - EXECUTION

SITE CONCRETE WORK

3.1 CONCRETE WALKS AND PADS

- A. Surface Preparation: Remove loose material from the compacted subgrade surface immediately before placing concrete. Remove any standing water, mud, debris, frost, snow, ice from surfaces upon or against which concrete is to be placed.
- B. Proof-roll prepared subgrade surface to check for unstable areas and the need for additional compaction. Do not begin concrete pour until such conditions have been corrected, subgrade is compacted to 95% and ready to receive concrete.
- C. Form Construction: Construct to required size and shape. Brace and secure to maintain alignment, elevation and position. Check completed formwork for grade and alignment, prior to installing concrete. Clean forms as needed to removed foreign matter.
- D. Install welded wire mesh on concrete brick or mesh chairs to proper level in maximum lengths possible. Offset end laps in both directions. Splice laps with tie wire. Lifting mesh after concrete pouring is not acceptable.
- E. Prepare concrete mixture including the following:
 - 1. Add hot weather or cold weather admixture to accommodate field weather conditions.
- F. Concrete Testing: Will be performed as described in Part 3, "Field Quality Control" of this specification section.
- G. Conveying:
 - 1. Convey concrete by means that will prevent segregation and loss of mortar from the mix.
 - 2. Provide adequate manpower and equipment in the form of buckets, buggies, chutes, conveyors or other approved means to assure continuous operation.
 - 3. Convey concrete so that no equipment with aluminum parts comes in contact with fresh concrete.
- H. Concrete Placement: Do not place concrete until subgrade and forms have been checked for line and grade. Moisten granular base course as required to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they have been brought to the required finish grade, alignment, and expansion joints have been installed.
- I. Spread concrete as soon as it is deposited on the granular base course, using methods which prevent segregation of the mix, and with as little rehandling as possible. Consolidate concrete along the face of forms. Consolidate with care to prevent dislocation of mesh, reinforcing and joint materials.
- J. Install Concrete Walk Joints:
 - 1. Construct expansion and contraction joints as detailed and as shown on plans. Concrete joints that do not follow the pattern(s) shown on the plans and/or changes that have been approved by the Architect will be removed and replaced at no additional cost to the Owner.
 - 2. When the walkway is abutting existing walks, place transverse joints to align with previously placed joints, unless otherwise shown.
 - 3. Contraction Joints: Approximately 5' on center. Break walk into individual slabs of not more than twenty-five (25 sf) square feet with jointing tool, round edges.

Saw cut scoring pattern (contraction joints) to depth shown on details for each type of concrete work with new, sharp concrete sawblade one day (24 hours) after the pour. Joint cuts to be clean, sharp, uniformly made cuts to achieve scoring pattern as shown and detailed. Note: When tooled joints or saw cutting is not performed as described, an extended three (3 yr.) year written guarantee or credit for defective work will be required as determined by the Architect at no additional cost to the Owner.

4. Expansion Joints: Provide where abutting building(s), columns, structures, concrete paving and curbs, catch basins, manholes, inlets, walks, walls, other fixed objects and as directed by the Architect.
5. Locate expansion joints at thirty feet on center (30' o.c.) for each walkway lane, unless otherwise shown. Provide slip dowels as detailed and specified.
6. Locate expansion joints with slip dowels at all flush building access points, whether specifically shown on drawings or not.
7. Extend joint fillers full width and depth of the joint, flush with finished pavement grade, and not less than 1/4" or more than 1/2" below the finished pavement surface. Joint surfaces shall be clean and dry prior to installation of sealant as per manufacturer's recommendations. Remove excess sealant on surfaces adjacent to joint.

K. Concrete Finishing:

1. Perform concrete finishing using machine or hand methods as required.
2. After striking off and consolidating concrete, smooth the surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjust the floating to compact the surface and produce a uniform texture.
3. After floating, test surface for trueness with a ten (10') foot straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous, smooth finish.
4. Work edges of slabs and joints with a 1/8" radius edging tool, two (2") wide, unless otherwise shown.
5. After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing, as follows.
6. Broom finish, by drawing a medium hair broom across the concrete surface as detailed. Repeat operation when required to provide a medium texture acceptable to the Architect.
7. For handicap curb ramps, tool grooves along sloping surfaces in line with drainage flow as detailed.
8. Curing: Refer to schedule noted in 1.6, above.
 - a. Immediately after placement, protect concrete from premature drying.
 - b. Remove all dirt, dust, oil, grease, asphalt and foreign matter. Cleanse with caustics and detergents as required. Rinse thoroughly and allow to dry.
 - c. Stir curing compound thoroughly before using.
 - d. Apply a continuous, uniform film by solvent-resistant low pressure spray only, short-nap roller or lamb's wool applicator. For best results, use a canister curing compound sprayer. Use spray tip number 8004 or equivalent for water-based or waterborne products.
 - e. For curing, apply first coat evenly and uniformly as soon as possible after final finishing. Apply second coat when all construction is completed and structure is ready for occupancy.
 - f. When soil contamination occurs, notify the Architect immediately in writing. Remove contaminated soils and legally dispose of, provide soil test(s), replace soil, plantings and lawns at no additional cost to the Owner.

3.2 FOOTINGS, BASES, AND FOUNDATION

- A. Footings, Bases, Foundations: Locate and provide where shown on drawings and as detailed.

3.3 INTERRUPTION OF CONCRETING

- A. Should placing concrete be suspended or unavoidably interrupted, provide key ways and bulkheads to prevent feather-edging when work is resumed. Roughen horizontal surface for bond.

3.4 REPAIR AND PROTECTION FOR CONCRETE WORK

- A. Cut out and replace defective concrete work which has blisters, cracking, crazing, curling, discoloration, dusting, efflorescence, low spots, pop outs, scaling or mortar flaking, spalling, settling, or heaving as defined by Portland Cement Association 2001, "Concrete Slab Surface Defects" and as directed by the Architect.
- B. Modify or replace concrete not conforming to the required lines, details, elevations and specifications as directed by the Architect.
- C. Protect the work from damage until acceptance of the work. Exclude traffic from concrete work for at least fourteen (14) days after placement. When construction traffic is permitted, maintain concrete as clean as possible by removing surface stains and spillage of materials as they occur.

3.5 ANCHORING RAILINGS AND POSTS INTO CONCRETE

- A. Aluminum posts **must** be coated or treated with a good sealer or paint prior to anchoring.
- B. Drill the hole as detailed. Blow out all dust and loose particles.
- C. Fill the hole with water. Scrub the sides and bottom of the hole and with a stiff wire brush such as a bottlebrush. This is important.
- D. Remove excess water with rag or other absorbent materials. Leave the hole clean and uniformly damp.
- E. Mix the anchoring cement in a clean container to flowable consistency based on the following formula. For best results, measure accurately. The correct amount of water is as follows:

2.3 oz per lb
11.5 oz for 5 lbs
115 oz for 50 lbs
7 quarts for 100 lbs

Measure the amount of anchoring cement and water to be mixed. Add the measured amount of water to the appropriate amount of cement and mix until the desired consistency is achieved. (NEVER USE MORE WATER THAN PRESCRIBED). This will

reduce the ultimate strength, increase the possibility of volume instability and may cause the product to become soft and less durable.)

- F. Fill the hole with the plastic cement first, and then tamp the bolt, post or rod with a twisting motion into place. If the material becomes too fluid during the tamping process and sags out of place, let it stand for a few minutes and it will stiffen. Smooth out the surface around the bolt with spatula or trowel.
- G. Let the cement harden for at least 60 minutes. For heavy equipment, allow 4 hours prior to use or loading.

3.6 ANCHORING BOLTS, DOWELS, AND REBAR INTO CONCRETE

- A. Anchor Hole Preparation: Prepare all anchor holes prior to placement of anchoring epoxy. Hole diameter is typically 1/8" (3 mm) greater than the anchor diameter. Hole depth is typically nine times anchor diameter. Required minimum anchor hole depth is 6". Consult project specifications and details. Drill hole to proper diameter and depth and blow all dust from the bottom of the hole, brush and blow (4x) repeatedly to remove all dust and debris. The anchor hole must be clean and free of standing water prior to placement of material.
- B. Application: Use only professional caulking gun. Remove plastic cap and plugs from cartridge. Save for closing cartridge. Attach mixing nozzle to cartridge. Discard small amount of gunned product until uniform color is achieved. Mixing nozzle will harden in approximately 20 min. if not in use.
- C. Hardened nozzle must be discarded. Dispense the epoxy at the bottom of the hole while withdrawing nozzle. Dispense epoxy (typically filling 5/8 of hole) so that once threaded rod or rebar is inserted, the hole is completely full. Insert threaded rod or rebar to the bottom of the hole while turning clockwise. Promptly remove any excess material. Leave anchor undisturbed for 6 hours (at 77°F /25°C), or longer for colder temperatures. Load can be applied 8 hours at 77°F (25°C).

3.7 FIELD QUALITY CONTROL

- A. Field inspection and testing shall be performed by ACI certified technicians; Grade 1. Certificates shall be submitted to the Architect for persons performing inspection and testing prior to the start of work.
- B. Field Inspection and testing shall be paid for as directed under 1.5 "Quality Assurance". Where retesting, additional inspection, lab tests or other professional services are required due to rejected work, any cost associated therewith will be solely at the Contractor's expense.
- C. The Contractor shall plan his operations to allow adequate time for all required testing and inspection.
- D. The Contractor shall provide facilities and equipment necessary to obtain and handle representative sample of materials to be tested.
- E. The testing laboratory shall be responsible to the Owner for the field control of all concrete and may reject batches because of high slump, uncontrolled air entrainment, delays or other conditions of non-compliance with these specifications.
- F. Sampling and Field testing will be performed during concrete placement per ASTM C31, C39, C143, C172 and C173.

- G. Five (5) Concrete Test Cylinders: Taken for every 30 or less cubic yards of concrete placed are required or a fraction thereof;
 - 1. Two (2) Cylinders will be tested at 7 days, two (2) cylinders will be tested at 28 days and one (1) cylinder will be held for possible testing at a later time.
- H. One (1) Additional Test Cylinder: Taken during cold weather concreting, to be cured on the job site under the same conditions as placed concrete it represents, is required.
- I. Air Content Test: Taken for each set of test cylinders taken, is required.
- H. One (1) Slump Test: Taken for each set of test cylinders taken is required.
- K. Test results will be reported by telephone to the General Contractor and Architect on same day tests are made. Written report with copies will follow to the Owner, Architect, and Landscape Architect. Email copies of laboratory test, evaluation reports for concrete materials and mix designs will be submitted.

3.8 CLEAN UP

During the contract and at intervals as directed by the Architect and as concrete work is completed, clear the site of gravel, concrete, appurtenances and debris. Leave the site in a clean, safe, well draining, neat condition.

END OF SECTION 321301

SECTION 321801 – SYNTHETIC TURF

1.0 PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The extent of synthetic turf work is shown on the drawings.
- B. Synthetic turf work includes, but is not limited to, the following:
 - 1. Drainage blanket surface inspection, adjustment, and approval
 - 2. Dual slit film and monofilament polyethylene blended fiber turf stitched into a primary and secondary backing.
 - 3. Tufted-in game lines and perimeter lines. Remaining required game markings and logos shall be permanently inlaid as specified.
 - 4. Resilient infill system, consisting of a mixture of rubber granules and silica sand.
 - 5. Maintenance manual and onsite maintenance training
 - 6. G-max testing prior to Owner use of facility
 - 7. Twelve (12) year manufacturer's warranty
 - 8. Revisiting site for future G-max testing, infill adjustments, and wear areas
 - 9. Clean up
- C. Provide all labor, materials, tools, and equipment necessary to install synthetic grass system as indicated on the plans and as specified.
- D. The installation of all new materials shall be performed in strict accordance with the manufacturer's installation instructions and in accordance with all approved shop drawings and submittals. The final product shall be a well-draining, even playing surface free of distortion, inconsistent infill levels, and other imperfections.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 312201 - Site Earthwork
- B. Section 323001 - Athletic Equipment and Furnishings
- C. Section 321802 – Prefabricated Porous Shock Pad

1.3 REFERENCES

- A. FM P7825 - Approved Guide; Factory Mutual Research Corporation: current edition
- B. ASTM Standard Test Methods:
 - D1577 - Standard Test Method for Linear Density of Textile Fiber
 - D5848 - Standard Test Method for Mass per Unit Area of Pile Yarn Floor Covering
 - D418 - Standard Test Method for Testing Pile Yarn Floor Covering Construction
 - D1335 - Standard Test Method for Tuft Bind of Pile Yarn Floor Coverings
 - D2256 - Standard Method of Test for Tensile Properties of Yarns by Single Strand Method
 - D5034 - Standard Test Method of Breaking Strength and Elongation of Textile Fabrics (Grab Test)
 - F1015 - Standard Test Method for Relative Abrasiveness of Synthetic Turf playing Surfaces

- D4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity
- D2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials
- F355A - Standard Test Method for Shock-Absorbing Properties of Play Surfaces
- F1936 - Standard Test Method of Shock-Absorbing Properties of North American Football Field Playing Systems as Measured in the Field
- F1551 - Standard Test Methods for Comprehensive Characterization of Synthetic Turf Playing Surfaces and Materials
- F2765 - Standard Specification for Total Lead Content in Synthetic Turf Fibers

- C. National Collegiate Athletic Association (NCAA) Rules and Regulations, latest edition.
- D. Synthetic Turf Council (STC): Suggested Guidelines for the Essential Elements of Synthetic Turf Systems, latest edition and Guidelines for Crumb Rubber Used in Synthetic Turf Fields, latest edition.
- E. American Sport Builders Association (ASBA): Sports Fields - A Construction and Maintenance Manual, latest edition.

1.4 SUBMITTALS (See Section 311201, 1.5)

- A. Prior to the Architect approval of specified synthetic turf system, submit the following within seventy-two (72) hours of bid opening, as requested:
 - 1. Submit two (2) 12" x 12" rag samples of proposed synthetic turf carpet and two (2) 12" x 12" boxed turf samples including infill representative of finished synthetic turf system.
 - 2. Submit two (2) 12" x 12" samples of proposed prefabricated porous shock pad representative of finished prefabricated porous shock pad system.
 - 3. Certified copies of independent (third-party) laboratory reports on ASTM tests as follows:
 - a) Specific Gravity, ASTM D792
 - b) Tuft Bind, ASTM D1335
 - c) Grab Tear Strength, ASTM D1682 or D5034
 - d) Pile Height, Face or Pile Weight & Total Fabric Weight, ASTM D418 or D5848
 - e) Primary & Secondary Backing Weights, ASTM D418 and D5848
 - f) Flammability (Pill Test), ASTM D2859
 - g) Water Permeability, ASTM F1551
 - h) Yarn Breaking Strength, ASTM D2256
 - 4. List of five (5) similar existing (in play) installations using the same turf fibers that have been installed in the Northeast Region of the United States including, Owner representative and telephone number(s).
 - 5. The Turf Contractor and Turf Manufacturer (if different from the company) shall provide a letter showing evidence that their turf system does not violate any other manufacturers' patents, patents allowed or patents pending.
 - 6. The Turf Contractor and Turf Manufacturer (if different from the company) shall provide three (3) copies of a current 3rd party, NON-CANCELABLE warranty insurance policy, supported by an A-Rated domestic insurance carrier, with a

policy minimum claim limit of at least \$1,000,000. and annual aggregate limit of at least \$15,000,000. in order to fully cover the full replacement of the turf system in the event of total failure. Actual policy must be submitted for approval.

7. Letter stating the products expected useful life under normal use conditions defined in the manufacturer's warranty.
 8. A letter and specifications sheet certifying that the products in this section meet or exceed specified requirements including certification from the turf manufacturer that lead or lead chromate are not used in the manufacturing of the specified system.
- B. Submit the following prior to ordering of materials:
1. Shop Drawings (to scale) indicating:
 - a) Colored Field Layout and Field Marking plan for the specified NCAA sports.
 - b) Colored Logo / Lettering Designs and Dimensions.
 - c) Roll/Seaming Layout
 - d) Methods of attachment, field openings and perimeter conditions.
 2. Material Certificates: Provide material certificates for each material used in the turf system from the turf manufacturer that will be used for this project including, but not limited to, type and composition of fiber(s), primary and secondary backing, and urethane(s).
 3. Samples: Submit two (2) 12" x 12" samples of each turf color specified to be used for tufted and inlaid lines / logos. Tufted and Inlaid turf shall match the specified synthetic turf system. Provide two (2) bagged samples each of rubber and sand infill material.
 4. Supplier Certification that crumb rubber infill (CRI) being used for the turf system is from only used, whole, vulcanized automobile, SUV, or truck tires and produced in compliance with North American tire manufacturing specifications. Include documentation of compliance with EN-71-3 Standard for Children's Toys as indicated in Part 2, Paragraph 2.1, D.
 5. The Turf Contractor and Turf Manufacturer (if different from the company) shall provide a sample warranty that meet requirements in 1.8 of this section.
 6. Submit copies of proposed installation foreman's resume. Installation crew must meet or exceed all requirements outlined in 1.8 of this section.
 7. Manufacturer's Product Data (MPD): Prefabricated Porous Shock Pad, etc.
- C. Prior to Final Acceptance, the Turf Contractor shall submit to the Architect / Owner:
1. Independent G-Max test results and a letter indicating compliance with future G-Max testing as specified in 1.5 of this Section.
 2. Three (3) copies of Maintenance Manuals, which will include all necessary instructions for the proper care and preventative maintenance of the synthetic turf system, including painting and markings.

3. Recommended Maintenance schedule provided by vendor for first three (3) years after installation.
4. Synthetic Turf Warranty: Submit twelve (12) year fully executed Manufacturer Warranty and ensure that forms have been completed in Owner's name and registered with Manufacturer and Insurance carrier. This includes the Certificate of Insurance from the Insurance Carrier confirming that the third-party insurance policy, non-cancelable and pre-paid is in effect covering this installation and is in force.

1.5 QUALITY ASSURANCE

- A. Turf Manufacturer Qualifications: Company specializing in manufacturing of products specified in this section. The Turf Contractor and/or the Turf Manufacturer:
 1. Must be experienced in the manufacture and installation of this specific type of synthetic infill fiber grass system including fibers, backing, backing coating, adhesives, infills and installation methods at exterior sites over the last three (3) years in New York State.
 2. Must have a minimum of five (5) exterior fields installed with the same synthetic infill fiber grass system still in use and fields should be a minimum of 65,000 square feet in size in New York State.
- B. Turf Installer Qualifications: Company specializing in performing the installation work of this section.
 1. The Turf Contractor must have been in business (under its' current name and Ownership) for at least the past five (5) years and must have a minimum of twenty-five (25) athletic fields still in use in the United States for a minimum of the last five (5) years.
 2. The designated Supervisory Personnel on the project must be factory certified, in writing by the Turf Manufacturer, as competent in the installation of the same synthetic infill fiber grass system, including sewing seams and proper installation of the infill mixture.
 3. The Factory Certified Supervisory Personnel shall be on site to certify the turf installation and Warranty compliance.
 4. The Turf Contractor must provide competent workmen skilled in this specific type of synthetic grass installation. The installation crew / technicians shall have experience of at least three (3) fields in play with the same synthetic infill fiber grass system being used.
- C. Prior to the beginning of the synthetic turf installation:
 1. The installer of the synthetic turf shall inspect the stone drainage sub-base for tolerance to grade.
 2. String line the entire field every five (5') feet to identify high and low spots. Assist the stone drainage blanket installer with correcting any deficiencies in a proper and timely manner.

3. The turf installer will review and confirm Owner provided project test results for stone drainage base compaction, planarity, and permeability to be in compliance with project specifications as it relates to the synthetic turf warranty.
4. The turf installer will accept the stone drainage sub-base in writing and supply a "Certificate of Base Acceptance" for the Architects approval before turf installation can begin.

D. Shock Attenuation Evaluation (G-Max Testing):

1. Near the completion of the turf, hire a third party, independent testing agency to perform ten (10) in place G max tests in compliance with ASTM F1936 and F355A, in locations as directed by the Architect. If any test results exceeds **125**, modify the infill material ratios as necessary to achieve satisfactory results. Perform additional testing to verify the results as directed by the Architect.
2. Guarantee / Warranty: During the twelve (12) year guarantee period, the G max rating shall remain less than **165**. Hire a third party, independent testing agency to perform ten (10) in place G max tests, in locations as directed by the Owner, during the first, third, fifth, seventh, ninth and eleventh years. If any test results meet or exceed **165**, modify the infill material ratios as necessary to achieve satisfactory results. Perform additional testing to verify the results as directed by the Owner. If the G max rating exceeds **165** after three (3) attempts to repair the high rating, the Turf Contractor and Turf Manufacturer shall fully replace the synthetic turf field within ninety (90) calendar days at no cost to the Owner.

E. Materials Quality:

1. All components and their installation method shall be designed and manufactured for use on outdoor athletic fields used for full contact football. The materials as hereinafter specified, should be able to withstand full climatic exposure in the specific location of the field, be resistant to insect infestation, rot, fungus and mildew; it shall also withstand ultra-violet light and heat degradation, and shall have the basic non clogging characteristic of vertical flow through drainage allowing free movement of surface run-off vertically through the turf where such water may flow through the stone blanket and into the field perimeter drainage system.
2. The adhesive bonding and sewn seams of all system components shall provide a permanent, tight, secure, and hazard free athletic playing surface. All inlaid lines / markings / logos and sewn seams shall remain in place throughout the duration of the warranty period.
3. The installed synthetic turf system (turf and infill), for the life of the product, shall drain through a rate of not less than 20 inches +/- per hour.

1.6 PRE-INSTALLATION MEETING

A. Convene One (1) Week after receipt of Submittals identified in 1.4, A. above;

1. An interview shall take place at a time and date to be determined by the Architect at the Facilities Office of SUNY Cortland. Present at this meeting shall be the Architect, Landscape Architect, Owner's Representative(s), the Project Manager and Site Superintendent for the Prime Contractor and the Project Manager and Project Foreman for the Turf Installer. The purpose of this meeting will be to review turf product and installation means and methods, to interview and ascertain the experience and competence of the Turf Installer, as well as, the

onsite Project Foreman for this project and to review the project schedule. The basis of choosing this particular product shall be in part due to the results of this interview process. Contractor shall submit all required submittals before this meeting as described in 1.4, A. above.

B. Convene Two (2) Weeks Prior to Stone Drainage Blanket Completion:

1. A second meeting shall take place at a time and date to be determined by the Architect at the Facilities Office of SUNY Cortland. Present at this meeting shall be the Architect, Landscape Architect, Owner's Representative(s), and the Project Manager for the Prime Contractor. The purpose of this meeting shall be to review and confirm schedule. (with particular attention on the turf installation) and to confirm that the turf product has been ordered by way of notarized copies of the original confirmed Purchase Order and guaranteed delivery date.

1.7 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver products to project site in wrapped, neat, secure condition. Provide means to unload products from delivery trucks.
- B. Store products under cover and elevated above grade. Turf and turf material left on bare ground is not acceptable to be used, and may be rejected by the Architect.
- C. Protect all products and installation area from vandalism, theft, other construction, premature use, etc. until Owner acceptance and Architect sign off.

1.8 WARRANTY

- A. The warranty coverage shall not be prorated nor place limits on the amount of the field's annual usage.
- B. The Turf Contractor and/ or Turf Manufacturer shall provide a twelve (12) year Warranty and supported by a prepaid third party insured eight (8) year warranty, from an A-rated domestic insurance carrier, which warrants the usability and playability of the artificial turf system for its intended uses. Letters of credit are not acceptable.
- C. The Turf Contractor and/or Turf Manufacturer must verify that their onsite representative has inspected the installation and that the work conforms to the Turf Manufacturer's requirements.
- D. The Warranty shall support that all designs, game markings, and layouts conform to all currently applicable National Federation State High School Association or NFHS rules and regulations, or league specific requirements, depending on application.
- E. The Warranty must have the following minimum characteristics:
 - a. Provide full coverage for a minimum of twelve (12) years from the date of Substantial Completion.
 - b. The turf fabric shall not lose more than an average 2% per year and not be limited to the amount of annual usage.
 - c. Shall guarantee the availability of replacement material for the synthetic turf system installed for the life of the warranty, including items that are no longer serviceable to maintain a serviceable and playable surface.

- d. The warranty shall be all encompassing of the turf system including, but not limited to, the fibers, backing, adhesives, infill, tape and logos.
- e. The Warranty shall include general wear including lacrosse goal crease(s) and damage caused from UV degradation.
- f. The Warranty shall specifically exclude vandalism, and acts of God beyond the control of the Owner or the manufacturer.
- g. Covers defects in the installation and workmanship, and further warrant that the installation was done in accordance with both the Manufactures' recommendations and any written directives of the Manufacturer's onsite representative.
- h. Shall NOT be limited to just the repair or replacement of affected areas. Shall include all necessary materials, labor, transportation, removals, and disposal costs to complete repairs or replacement.
- i. The synthetic grass turf must maintain an ASTM F355A and ASTM F1936 G-max of between 125 and 165 for the life of the Warranty. Refer to 1.5, D. of this section.
- j. Any repairs or service to the field requested by the Owner or the Owner's representative shall be addressed within seven (7) days from the date of written notification.

1.9 MAINTENANCE SERVICE

- A. The Turf Contractor will train the Owner's facility maintenance staff in the use of the specified maintenance attachments and equipment to routinely groom, sweep and plow the field.
- B. The Turf Contractor will provide the Owner's facility maintenance staff with a recommended maintenance schedule specific for the intended level of use, etc.

1.10 SUBSTITUTIONS

- A. If a product is being submitted as a substitution to the specified product; then the Prime Contractor shall submit and request a product material substitution with his/her bid. The Prime Contractor shall at a minimum provide the following for review by the Architect and Owner:
 - 1. All submittals as specified herein
 - 2. Product comparison
 - 3. Cost Information (including proposal of change in Contract Sum)
 - 4. Contractor's certification that proposed substitution complies with requirements in the Contract Documents
 - 5. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2.0 PART 2 PRODUCTS

2.1 SYNTHETIC TURF SYSTEM

- A. The installed synthetic turf system shall have the following physical properties:

| Property | Specification | ASTM |
|-------------------------|--|---------------|
| Product Weight: | 68 to 80 oz/sy (+/- 2 oz) | D418/D5848 |
| Pile Yarn Weight: | 50 oz/sy (+/- 3 oz) | D418/D5848 |
| Fiber Denier | 12,000 min. Mono, 5,000 min Slit | D1577 |
| Yarn Thickness: | 100 min for Slit, 300 min for Mono | D3218 |
| Pile Height: | 2 ¼" to 2½ " | D418/D5848 |
| Avg. Tuft Bind: | 8+ lbs. min. (with infill) | D1335 |
| Primary Backing: | 7 oz/sy | D418/D5848 |
| Secondary Backing: | 16 to 22 oz/sy (urethane) | D418/D5848 |
| Avg. Grab Tear (length) | >200 lbs./force | D5034 |
| Avg. Grab Tear (width) | >300 lbs./force | D5034 |
| Abrasiveness Index | <25 | F1015 |
| Permeability | >20 inches/hour | DIN 18-035-6 |
| Pill Flammability | Pass | D2859 |
| G Max (Impact) | < 125 at install, < 165 over life of field | F355A / F1936 |
| Tufting Gauge | 3/8" to 3/4" | |
| Stitch Rate | 9 stitches per 3" | |
| Field Color | Field (Dark) Green | |
| Roll Width / Length | 15'wide and up to 220' long | |
| Infill | 2.7lbs/sf ambient ground rubber / 3lbs/sf sand | |
| Drainage | 3/16" holes on staggered 4" centers | |

B. Turf Carpet: shall consist of 100% polyethylene slit film fiber and monofilament blended in dual yarn types and dual yarn thicknesses tufted through the same stitch into a primary backing with a secondary backing consisting of a minimum of 16 ounces of urethane per square yard.

1. The Carpet shall be furnished in 15' wide rolls with four (4") inch white, football 5-yard lines tufted into each roll, when applicable. The perimeter white line shall also be tufted into the individual sideline rolls, when applicable. The rolls shall be of sufficient length to go from sideline to sidle line without splicing. Head seams, between the sidelines, will not be acceptable. All seams will be sewn (glued seams are NOT acceptable) and thread for sewing shall be as recommended by the Turf Manufacturer.
2. The fiber shall be low friction, UV-resistant fiber measuring not less than 2 ¼ inches high. The same fiber from the above listed projects (Section 1.4, B.) must be used on this project.
3. All colored inlaid lines, sport markings, numbers, and logos shall be made of the same exact blended fiber material as specified for the field carpet and shall be cut in and glued or "inlaid" as recommended by the Turf Manufacturer.

C. Field Markings: All markings to be installed in accordance with the Owner / Architect approved shop drawings, NCAA, and ASBA standards.

1. Tufted Lines: field lines to be tufted into the turf:
 - a. Football: Color shall be white.
 - 1) Side lines
 - 2) End lines
 - 3) 5-yd lines
 - 4) Goal lines
2. Inlaid Lines: field lines to be inlaid into the turf:

- a. Football: Color shall be white, except where noted.
 - 1) 10-yd numbers and arrows
 - 2) 1-yd hash markings
 - 3) Inbound hash markings
 - 4) Extra point lines
 - 5) Kick off markings
 - 6) Restraining and Limit Lines
 - 7) Coaches Box
 - b. Soccer: All lines shall be inlaid Gray.
 - c. Men's Lacrosse: All lines shall be inlaid Black.
 - d. Women's Lacrosse: All lines shall be inlaid Red.
 - e. Logos, Text, and Graphics: will be inlaid according to color and artwork, submitted by the Owner / Architect to the Turf Contractor.
- D. Resilient infill: The resilient infill materials shall be approved by the Manufacturer. The infill shall consist of a specially formulated mixture of approximately 2.7 lbs. minimum per square foot of crumb rubber and 3 lbs. minimum per square foot of sand engineered to provide the look, feel, footing, and shock absorption of a natural grass field in ideal conditions.
- 1. Ambient ground SBR Crumb Rubber: Granules shall contain minimal dust or contaminants and shall be derived from the ambient processing form of recycled tires. Color shall be substantially black and shall meet the 10 – 20, 8 – 16 or 8 – 14 mesh size designation.
 - a. The clean, uniformly sized particles shall be consistent in shape and particle size distribution.
 - b. The particles shall resist abrasion in high traffic and excessive wear applications and provide stability to artificial sports turf applications.
 - c. The particles shall be processed and sized under rigid specifications and Manufacturers' statistical and quality control assurance program.
 - d. Particles shall be structurally pure and consistently uniform in size distribution for predictable performance.
 - 2. SBR Crumb Rubber Certification: The Turf Contractor / Turf Manufacturer shall provide in writing that they maintain an ongoing Quality Control program meeting all the standards of the STC Guidelines for CRI Used in Synthetic Turf Fields and capable of meeting all specifications described herein.
 - a. Turf Contractor shall supply the Architect with a copy of the Crumb Rubber Infill (CRI) Shipment / Order Certification that includes, type and origin of raw material (certify that it comes from tires), production facility, production method, fiber content (%), and (CRI) sieve / gradation analysis.
 - b. The SBR rubber infill provided for this project shall comply with the Synthetic Turf Council's recommended testing guidelines for infill based on the EN 71-3 standard for children's toys or come from a source that maintains an active Environmental Labs (UL) Environmental Claim Validation Summary showing that the rubber produced actively meets the EN 71 standard and CPSIA standard for lead. Provide written document stipulating the above.

3. Sand Particulate: The sand provided as a component of the infill mixture shall be rounded so as to minimize abrasion to the athlete and synthetic grass fibers. Supplied from either Unimin or US Silica or Architect approved equal.

E. Inlaying Materials:

1. Adhesive for inlaying lines and markings shall be a two-component fast set urethane adhesive obtained from a single manufacturer and be equivalent to Ultrabond Turf PU 2K as manufactured by Mapei Corporation (800)-992-6273, or one-part moisture-cured polyurethane obtained from a single manufacturer and be equivalent to 34-G as manufactured by Synthetic Surfaces, Inc. (908)-233-6803 or Architect approved equal.
2. Seaming Tape: Tape for securing inlaid lines shall be high quality tape made with a minimum roll width of twelve inches (12").

- F. Stadium Alternating Field Panels: Field Color shall be dual color alternating panels with blended fibers of Field Green and Summer Green. Other markings shall be as noted in 2.1

- G. Soccer Overplay Areas: Field colors for overplay areas shall be Dark Green.

- H. Standard of Quality shall be:

A-Turf Titan-RS50 synthetic turf system as manufactured by:

A-Turf, Inc.

Williamsville, NY 14231

www.aturf.com

Contact: Rick Krysztof, (888)-777-6910 Or:

Field Turf Vertex (FTVT-57) synthetic turf system as manufactured by:

FieldTurf International, Inc.

Dalton, GA 30721

www.fieldturf.com

Contact: Chris White, (607)-729-8500 Or:

AstroTurf Bionic Rootzone 3D3 Blend 52 with Root Zone synthetic turf system as manufactured by:

AstroTurf, Corporation

2680 Abutment Road, SE

Dalton, GA 30721

www.astroturf.com

Contact: Ryan Matthews, (315)-439-6288 Or:

Architect approved equal.

2.2 HIGH TRAFFIC AREA REPLACEMENT

- A. The synthetic turf manufacturer shall be responsible to remove and replace the high traffic lacrosse goal (men's and women's) areas in years 4 and 8 of the 12-year warranty period. Half circle only for each goal crease.
- B. Color shall match the main field. Contractor to confirm prior to installation.

3.0 PART 3 EXECUTION

3.1 GENERAL

- A. The installation shall be performed in full compliance with approved Shop Drawings and Submittals.
- B. Only trained technicians, skilled in the installation of outdoor athletic caliber synthetic turf systems working under the direct supervision of the Factory Certified Installation Supervisors, shall undertake any cutting, sewing, gluing, top-dressing or brushing operations.
- C. The designated Supervisory personnel on the project must be certified, in writing by the turf manufacturer, as competent in the installation of this material, including sewing seams and proper installation of the infill mixture.
- D. All designs, markings, layouts, and materials shall conform to all currently applicable NCAA rules and/or other rules or standard that may apply to this type of synthetic grass installation. All designs, markings and layouts must first be approved by the Architect and Owner in the form of an approved shop drawings. All markings will be installed in full compliance with those drawings.

3.2 EXAMINATION

- A. Verify that all stone drainage sub-base leveling is complete prior to installation.
- B. The surface to receive the synthetic turf shall be inspected by the Turf Contractor, and prior to the beginning of installation, the Turf Installer must accept the sub-base planarity in writing. The surface must be perfectly clean as installation commences and planarity shall be maintained to a surface tolerance that does not exceed 0"-1/4" over 10 feet and 0"-1/4" from design grade throughout the installation process by the Turf Contractor.

3.3 TURF INSTALLATION

- A. Install in accordance with Manufacturer's instructions. The Turf Contractor shall strictly adhere to the installation procedures outlined under this section. Any variance from these requirements must be accepted in writing, by the Manufacturer's onsite representative, and submitted to the Architect/Owner, verifying that the changes do not in any way affect the warranty or performance of the system. Infill materials shall be approved by the Manufacturer and installed in accordance with the Manufacturer's standard procedures.
- B. The carpet rolls are to be installed directly over the properly prepared stone drainage blanket and resilient pad. Rolls shall be laid out flat a minimum of four (4) hours prior to starting seaming procedures and allowed to relax / expand. Extreme care should be taken to avoid disturbing the stone blanket or pad, both in regard to compaction and planarity. Provide a 2–5 ton static roller onsite to repair and properly stabilize any disturbed areas of the stone blanket.
- C. Carefully install porous prefabricated pad on turf vendor and Architect approved stone blanket so as not to disturb planarity of the stone blanket. Install pad sections and seam together as per manufacturer's recommendations. Secure pad in place so that turf can be installed without disrupting stone blanket or shock pad.
- D. The full width rolls shall be laid out across the field. Turf shall be sufficient length to permit full cross-field installation from sideline to sideline. No "head" or cross seams will be allowed in the main playing area between sidelines. Utilizing standard state of the art

sewing procedures each roll shall be attached to the next. When all of the rolls of the playing surface have been installed, the sideline areas shall be installed at right angles to the playing field turf.

- E. All seams shall be sewn using double bagger stitches and polyester thread (per the manufacturer's standard sewing procedures). Seams shall be flat, tight and permanent with no separation or fraying, for the life of the carpet.
- F. Infill materials shall be applied in numerous thin lifts. The turf shall be brushed as the mixture is applied. The infill material shall be installed to a depth determined by the Manufacturer or 1.5 inches within the fiber matrix. The mix shall be uniform and an even thickness to assure proper playing characteristics.
- G. The infill materials shall be installed to fill the voids between the fibers and allow the fibers to remain vertical. Specifically formulated rubber and sand infill shall be installed in accordance with manufactures system recommendations.
- H. Synthetic turf shall be attached to the perimeter edge detail in accordance with the Manufacturer's standard procedures and as detailed.
- I. Inlaid markings that are not tufted into the system shall be cut in and glued in accordance with synthetic turf contractors approved seaming methods for "inlaid" game markings.
- J. Prior to field acceptance, the turf shall be groomed by means of a nylon rotary brush to provide the look, feel and safety of optimally maintained natural grass, including subtle undulation normally associated with natural grass athletic fields as reviewed and approved by the Architect.
- K. The Turf Contractor shall leave the Owner two (2) full spare bags of crumb rubber/sand blend to use in topdressing the fields. Leave in a location as approved by the Owner.

3.4 CLEAN UP

- A. Contractor shall provide the labor, supplies and equipment as necessary for final cleaning of surfaces and installed items to the satisfaction of the Architect / Owner.
- B. All usable remnants of new material shall be neatly rolled up and turned over to the Owner at a place and area designated by the Owner.
- C. During the contract and at intervals as directed by the Architect and as synthetic turf installation is completed, clear the site of all extraneous materials, rubbish, or debris and leave the site in a clean, safe, well draining, neat condition.
- D. Surfaces, recesses, enclosures, etc., shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the Owner.

END OF SECTION 321801

SECTION 321802 - PREFABRICATED POROUS SHOCK PAD

1.0 PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The extent of the porous shock pad work shall be in addition to the installation of the turf system as specified.
- B. Provide all labor, materials, tools, and equipment necessary to install porous shock pad as indicated on the plans and as specified. The installation of all new materials shall be performed in strict accordance with the turf manufacturer's installation instructions and in accordance with all approved shop drawings. The final product shall be an even playing surface free of distortion, inconsistent infill levels, and other imperfections.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 321801– Synthetic Turf

1.3 SUBMITTALS: (See Section 311201, 1.5)

- A. Submit the following: Product Data

1.4 WARRANTIES

- A. The Turf Manufacturer shall provide a Warranty to the Owner that covers defects in materials and workmanship of the shock pad for a period of twelve (12) years from the date of Substantial Completion. The turf manufacturer must verify that their onsite representative has inspected the installation and that the work conforms to the manufacturer's requirements.

1.5 QUALITY ASSURANCE

- A. The porous shock pad shall have a proven track record of performance for consistent playability, long-term G-max and longevity. Provide examples of three (3) fields in play within the past year using the porous shock pad under a sand rubber infill mix turf system.
- B. The porous shock pad must be proven to have last at least two (2) life cycles. Submit list of three (3) installations where the proposed shock pad is currently being used for its second life cycle.
- C. Installation Foreman shall have experience of at least three (3) installation with sewn seams and true inlays over this type of shock pad in the last year. Submit experience locations, names and contact information for review.

2.0 PART 2 - PRODUCTS

2.1 PREFABRICATED POROUS SHOCK PAD

- A. Shall be minimum 10 mm thick. Porous prefabricated composite pad designed for installation under an artificial turf to add resiliency. Pad shall freely drain stormwater through the pad to gravel blanket below. Porosity rate shall be equal to or greater than porosity of turf.
- B. Acceptable standard of quality shall be a turf system shock pad as manufactured by:

ECORE International;
or other Architect approved turf manufacturer compatible shock pad.

3.0 PART 3 - EXECUTION

3.1 SHOCK PAD

- A. Carefully remove and reinstall existing prefabricated porous shock pad on turf vendor and Architect approved stone blanket so as not to disturb planarity of the stone blanket. Contractor shall include 20,000 sf of new padding replacement in the Base Bid.
- B. Install sections and seam together as per manufacturer's recommendations.
- C. Secure in place so that turf can be installed without disrupting stone blanket or shock pad.

3.2 CLEAN UP

- A. Contractor shall provide the labor, supplies and equipment as necessary for final cleaning of surfaces and installed items.
- B. During the contract and at intervals as directed by the Architect and as the shock pad installation is completed, clear the site of all extraneous materials, rubbish, or debris and leave the site in a clean, safe, well-draining, neat condition.
- D. Surfaces, recesses, enclosures, etc., shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the Owner.

END OF SECTION 321802

SECTION 323001 – ATHLETIC EQUIPMENT AND FURNISHINGS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The extent of athletic equipment and furnishings is shown on the drawings and as specified in the contract documents.
- B. Athletic equipment and furnishings work includes, but is not limited to, the following:
 - 1. Providing, installing, and turning over select athletic equipment and furnishings as noted in the specifications and as detailed.
 - 2. Cleanup
- C. Provide all labor, materials, tools, and equipment necessary to install athletic equipment and furnishings as indicated on the plans and as specified.
- D. The installation of all new materials shall be performed in strict accordance with the manufacturer's installation instructions and in accordance with all approved shop drawings and submittals.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 312201 – Site Earthwork
- B. Section 321301 – Site Concrete Work

1.3 REFERENCES

- A. National Collegiate Athletics Association (NCAA)
- B. American Sport Builders Association (ASBA)
- C. Manufacturers Data and Recommended Installation Requirements

1.4 SUBMITTALS (See Section 311201, 1.5)

- A. Provide Manufacturer's Product Data (MPD), Material Certificate and samples as noted:
 - 1. Football Goals/Soccer Clamp System: MPD
 - 2. Football Goal Post Pads: MPD

1.5 JOB CONDITIONS

- A. All job conditions in Specification Section 312201 apply.

1.6 QUALITY ASSURANCE

- A. Manufacturer's warranties shall pass to the Owner and certification made that the product materials meet all applicable grade trademarks or conform to industry standards and inspection requirements.

1.7 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver products to project site in wrapped, neat, secure condition. Provide means to unload products from delivery trucks.
- B. Protect all products and installation area from vandalism, theft, other construction, premature use, etc. until Owner acceptance and Architect sign off.
- C. Materials delivered to the site shall be examined for damage or defects in shipping. Any defects shall be noted and reported to the Owners representative. Replacements, if necessary, shall be immediately reordered, so as to minimize any conflict with the construction schedule. Sound materials shall be stored above ground under protective cover or indoors so as to provide proper protection.

1.8 SUBSTITUTIONS

- A. If a product is being submitted as a substitution to the specified product; then the Prime Contractor shall submit and request a product material substitution with his/her bid. The Prime Contractor shall at a minimum provide the following for review by the Architect and Owner:
 - 1. All submittals as specified herein
 - 2. Product comparison
 - 3. Cost Information (including proposal of change in Contract Sum)
 - 4. Contractor's certification that proposed substitution complies with requirements in the Contract Documents
 - 5. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

PART 2 PRODUCTS

2.1 FOOTBALL GOAL POST(S) WITH SOCCER CLAMP SYSTEM

- A. Basis of design and standard of quality shall be GPKS30COL GoalPak as manufactured by Sportsfield Specialties, Inc., 888-975-3343, or Architect approved equal.
- B. Provide one (1) pair of football goals with soccer clamp system.
- C. Components:
 - 1. GP830COLAdjustRight Football Goal Post(s):
 - a. Single Ground Sleeve Insert Gooseneck Support: Fabricated of 6" Schedule 40 Aluminum Pipe (6.625" O.D.), 5' Radius, 8' Offset
 - b. Ground Sleeve: Reuse existing in place.
 - c. Crossbar: Fabricated of 6" Schedule 40 Aluminum Pipe (6.625" O.D.)
 - 1. Length: 18'-6" – College
 - 2. Includes Patented AdjustRight® feature allowing for easy installation through the adjustment of an internal locking rotating sleeve at both the gooseneck/crossbar and upright/crossbar connections. This adjustment can easily be repeated throughout the life of the football goal post ensuring proper alignment of all components for years of competition and all with the added benefit

- of no exposed hardware on the face of the goal.
Thermal arc sprayed internal textured mating surfaces
and anti-vibration enhancements such as serrated
washers and nyloc coated bolt ends ensure the
AdjustRight® Football Goal Posts remain in position.
- d. Uprights: Fabricated of Extruded 6061-T6 Aluminum Tube (4" O.D.) with Rigid Wire Loop Welded to Upper End
 - 1. Length: 30'
- e. Super Durable Powder Coated Finish with Enhanced Resistance to UV and Fade, White
- f. Installation Package Consisting of the Following Components:
 - 1. Access Frame Kit: 1/8" (0.125") Aluminum Construction with 1" PVC Drain Stub, Includes Two (2) Half Moon Filler Plugs and SG2S® Patented Soccer Goal Rear Bottom Ground Bar Retractable Safety Clamp System, Use SG2SGP for Synthetic Turf Installation Applications
- g. Included Accessories:
 - 1. Directional Wind Flags
 - 2. Touch-up Paint (Powder Coat Finish Specific)
 - 3. Model Specific Hardware Kit and Installation Instructions
- h. Required Accessories:
 - 1. Football Goal Post Pads: 18 oz. Vinyl with Polyester Scrim and Vertically Sewn in Hook and Loop Securement, Standard 6' in Height, Owner to select Colors. Provide WHITE Lettering "CORTLAND" on a RED pad
 - i. GPPRDG – Custom Digitally Printed Graphics

D. Concrete shall be 4,000 psi as described in Section 321301.

PART 3 EXECUTION

3.1 FOOTBALL GOAL POSTS WITH SOCCER CLAMP SYSTEM

A. Install as shown on the plans and as directed by the manufacturer.

3.2 CLEAN UP

A. During the contract and at intervals as required by the contract documents and as directed by the Architect and as field event furnishings are installed, clear the site of all extraneous materials, rubbish, and debris. Leave the site in a clean, safe, well-draining, neat condition.

END OF SECTION 323001

SECTION 323101 - VINYL CLAD CHAIN LINK FENCE AND GATES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The extent of vinyl clad chain link fence is shown on the drawings and includes, but is not limited to, the following:
 - 1. New vinyl clad chain link fence and gates.
- B. Provide all materials, labor, equipment, and services required to accomplish all related work in accordance with the drawings and specifications.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 312201 - Site Earthwork
- B. Section 321201 - Asphalt Paving
- C. Section 321301 - Site Concrete Work

1.3 REFERENCES

- A. ASTM F552 Standard Terminology Relating to Chain Link Fencing
- B. ASTM F567 Standard Practice for Installation of Chain Link Fence
- C. ASTM F626 Standard Specification for Fence Fittings
- D. ASTM F668 Standard Specification for Polyvinyl Chloride (PVC) and Other Organic Polymer-Coated Steel Chain Link Fence Fabric
- E. ASTM F900 Standard Specification for Industrial and Commercial Swing Gates
- F. ASTM F934 Standard Specification for Standard Colors for Polymer-Coated Chain Link Fence Materials
- G. ASTM F1043 Standard Specification for Strength and Protective Coatings on Steel Industrial Chain Link Fence Framework
- H. ASTM F1083 Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
- I. ASTM F1184 Standard Specification for Industrial and Commercial Horizontal Slide Gates.
- J. WLG 2445 Chain Link Fence Manufacturers Institute, Chain Link Fence Wind Load Guide for the Selection of Line Posts and Line Post Spacing.

1.4 SUBMITTALS

- A. Provide Qualification Experience requirements as specified in "Quality Assurance" of this section. Provide a list of completed projects including Owner contact information.

- B. Manufacturer's Product Data (MPD): Manufacturer's catalog cuts indicating material compliance and specified options.
- C. Shop Drawings: For fence, backstops, and gates including plan layout and details illustrating fence heights, location and sizes of posts, finishes, rails, braces, and installation procedures. Provide footing sizes and hardware list.
- D. Samples:
 - 1. 4" section of line post with specified vinyl coating.
 - 2. 12" x 12" section of vinyl fence fabric.
- F. Provide a copy of manufacturers 15-year warranty.

1.5 JOB CONDITIONS

- A. All job conditions in Section 312201 apply.
- B. Construction Review: Notify the Architect when fence and gates are staked out.

1.6 QUALITY ASSURANCE

- A. Manufacturer: Company having manufacturing facilities in the United States with five (5) years experience specializing in manufacturing of chain link fence products.
- B. Fence Contractor: Contractor having five (5) years experience installing similar projects in accordance with ASTM F567.
- C. Tolerances: ASTM current specification and tolerances apply and supersede any conflicting tolerance.
- D. Single source: To ensure system integrity obtain the chain link system, framework, fabric, fittings, gates and accessories from a single source.

1.7 WARRANTY

- A. Provide manufacturer's standard limited warranty that its chain link fence system is free from defects in material and workmanship including cracking, peeling, blistering and corroding for a period of fifteen (15) years from the date of purchase.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Vinyl Chain Link Fence and Gates: Shall conform to Chain Link Fence Manufacturer's Institute specifications. See drawings for sizes of posts and fabric.
- B. All posts, rails, fittings, fabric and tension bars shall be vinyl coated galvanized steel, painting of these items will not be acceptable.
- C. Color System: All posts, rails, fittings, fabric, hardware, and tension bars shall be black in compliance with ASTM F934.
- D. Standard of quality: shall be Color Bond II, Class 2b as manufactured by Merchant Metals, (888) 260-1600 or Architect approved equal.

2.2 CHAIN LINK FABRIC

- A. The base metal of chain-link fabric is composed of commercial quality medium high carbon, hot-dipped galvanized steel wire. Core wire tensile strength 75,000 psi.
- B. The vinyl coating is securely fused over the galvanized steel wire by the Thermal Fusion process under pressure to 5,000 psi to insure a dense and impervious covering free of voids, having a smooth and lustrous surface appearance. The vinyl coating thickness, 6 mil (0.15 mm) to 10 mil (0.25 mm), zinc coating weight, and wire tensile strength conforms to ASTM F668 Class 2B. The wire shall be vinyl clad before weaving and is free and flexible at all joints. The mesh is measured by the distance between the wires forming parallel sides of the mesh. The height of the fabric, measured from the ends of the knuckles, has a permissible variation of plus or minus one inch.
- C. Wire Coating: Only Plasticized Polyvinyl Chloride (PVC) with low temperature (-20 degrees C.) plasticizer, no fillers, extenders or extraneous matter, other than the necessary stabilizers and pigments are used. Colors are stabilized and have a light fastness that withstands a minimum WEATHER-O-METER exposure of 4,000 hours without any deterioration (Test Equipment Operating Light and Water Exposure Apparatus Carbon-Arc Type) ASTM-D 1499. The vinyl covering, in addition, resists attack from prolonged exposure to diluted solutions of most common mineral acids, sea water and diluted solutions of most salts and alkali.
- D. Fabric is knuckled at both selvages (top and bottom). Any twisted salvage will be rejected.

| Usage | Mesh Size | Break Load of Wire | Thermally Fused -Vinyl Coated Core Wire Gauge |
|----------|------------|--------------------|---|
| Standard | 2" (50 mm) | 2170 lbF | 6 ga. [0.192"] |

2.3 STEEL PIPE FRAME WORK

- A. Steel pipe Type I: ASTM F1043 Group IA, ASTM F1083 standard weight schedule 40 hot-dip galvanized pipe having a zinc coating of 1.8 oz/ft² (550 g/m²) on the outside and 1.8 oz/ft² (550 g/m²) on the inside surface. Exterior of pipe to have ASTM F1043 PVC thermally fused color coating, minimum thickness 10 mils (0.254 mm) to 15 mils (0.38 mm). Regular Grade: Minimum steel yield strength of 30,000 psi (205 MPa) [all sizes]
- B. Top, Intermediate and Bottom Rails: Top rail is thermally fused vinyl coated galvanized steel pipe in 21-foot lengths jointed by 7" inches long sleeves, vinyl clad, to run continuously along top of fence. Bottom and intermediate rails shall conform to specifications for top rail and are jointed at line posts with vinyl clad boulevard clamps.
- C. Line Posts: Line posts are thermally fused vinyl coated galvanized steel pipe. Posts are sufficient length to allow for installation as detailed and are spaced in the line of fence not farther apart than 10 feet.
- D. Terminal and Corner Posts: Shall be thermally fused vinyl coated galvanized steel. Each post is of sufficient length to allow for a depth as detailed. Fabric is attached to the terminal post by means of vinyl coated tension bars and held by vinyl coated tension

bands. Corner posts are placed at each change in direction or as directed by the Architect. All corner and terminal posts are braced with vinyl-clad galvanized steel 1.66 inch O.D. brace, rail, 10 feet long, with a diagonal 3/8 inch diameter truss rod, and attached to the first adjacent line post.

2.4 FITTINGS

- A. All fittings to be PVC thermally fused color coated having a minimum thickness of 0.006" (0.152 mm) per ASTM F626. PVC color to match fabric and framework. Moveable parts, nuts and bolts to be field coated with PVC liquid touch up after installation.
- B. Post caps: ASTM F626 galvanized pressed steel, malleable iron, or aluminum alloy weather tight closure cap for tubular posts. Provide one cap for each post. For top rail, provide line post loop tops to secure top rail.
- C. Rail ends: Galvanized pressed steel per ASTM F626, for connection of rails to post using a brace band.
- D. Top rail sleeves: 7" (178 mm) PVC coated galvanized steel sleeve per ASTM F626 that allow for expansion and contraction of rail.
- E. Wire ties: 9 gauge (0.148") (3.76 mm) vinyl coated galvanized steel wire for attachment of fabric to line posts and rails. Tie wire PVC coated and in compliance with ASTM F626. Color to match fabric color.
- F. Brace and tension (stretcher bar) bands: ASTM F626 galvanized 12 gauge (0.105") (2.67mm) pressed vinyl coated steel by 3/4" (19mm) formed to a minimum 300 degree profile curvature for post attachment. Secure bands using minimum 5/16" (7.94 mm) galvanized carriage bolt and nut.
- G. Tension (stretcher) vinyl coated galvanized steel bars: One piece lengths equal to 2 inches (50 mm) less than full height of fabric with a minimum cross-section of 3/16" x 3/4" (4.76 mm x 19 mm) per ASTM F626. Provide tension (stretcher) bars where chain link fabric is secured to the terminal post.
- H. Truss rod assembly: PVC coated galvanized steel minimum 5/16" (7.9mm) diameter truss rod with pressed steel tightener, in accordance with ASTM F626.
- I. Carriage bolts and nuts: Galvanized of commercial quality but not vinyl coated. Provide PVC touchup paint to color coat all nuts and bolts, when fence is completed.

2.5 CHAIN LINK SWING GATES

- A. Swing gates: Fabricate chain link swing gates in accordance with ASTM F900. Gate frame to be of welded construction. Weld areas to be protected with zinc-rich paint per ASTM A780 then over coated with liquid PVC to match frame. The gate frame members are to be spaced no greater than 8' 0" (2.44 m) apart horizontally or vertically. Exterior members to be 1.900" (48.3 mm) OD pipe, interior members when required shall be 1.660" (42.2 mm) OD pipe. PVC coated pipe to be [Grade 1 ASTM F1083] per section 2.3. Chain link fabric to match specification of fence system. Fabric to be stretched tightly and secured to vertical outer frame members using tension bar and tension bands spaced 12" (304.8 mm) on center and tied to the horizontal and interior members 12" (304.8 mm) on center using 9 gauge vinyl coated galvanized steel ties per section 2.4.

- B. Hinges: Hot dip galvanized powder coated pressed steel or malleable iron, structurally capable of supporting gate leaf and allow opening and closing without binding. Non-lift-off type hinge design shall permit gate to swing 180°.
- C. Latch: Powder coated galvanized forked type capable of retaining gate in closed position and have provision for padlock. Latch shall permit operation from either side of gate.
- D. Double gates: Provide powder coated galvanized drop rod with center gate stop pipe or receiver to secure inactive leaf in the closed position. Provide powder coated galvanized pressed steel locking latch, requiring one padlock for locking both gate leaves, accessible from either side.
- E. Keeper to secure open leafs: Provide galvanized gate hold back keeper for each gate leaf over 5' (1524 mm) wide. Gate keeper shall consist of mechanical device for securing free end of gate when in full open position. Verify with Owner and Architect prior to installing.
- F. Latch, hinges, moveable parts shall be field coated with liquid PVC.
- G. Gate posts: PVC color coated Grade 1 pipe ASTM F108 per section 2.3.

2.6 CONCRETE FOOTINGS

- A. Shall be 4,000 psi as specified in Section 321301, 2.3, 2.4.

PART 3 - EXECUTION

3.1 SITE EXAMINATION AND PREPARATION

- A. Ensure property lines and legal boundaries of work are clearly established.
- B. Survey of fence location to be provided by Site Contractor.
- C. Clearing: The Site Contractor shall clear, grub and remove vegetation/debris for the fence installation area.
- D. Verify areas to receive fencing are completed to final grade with finished elevations shown on the drawings.

3.2 CHAIN LINK FRAMEWORK INSTALLATION

- A. Install chain link fence system in accordance with ASTM F567, manufacturer's instructions, and Chain Link Fence Manufacture's Institute specifications.
- B. Locate terminal post at each fence termination and change in horizontal or vertical direction of 30° or more.
- C. Space line posts uniformly maximum ten (10') feet on center.
- D. Excavation: Drill holes of diameters and spacings shown, for post footings in firm, undisturbed or compacted soil.
 - 1. Excavate hole depths as detailed when in firm, undisturbed soil. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads.

2. Spread soil from excavations uniformly adjacent to the fence line, or on adjacent areas of the site, as directed.
- E. Setting Posts: Remove all loose and foreign materials from sides and bottoms of holes.
 1. Center and align posts in holes. Install posts plumb, in neat, straight lines, and with minimal waviness of top railing.
 2. Place concrete around posts in a continuous pour and vibrate or tamp for consolidation. Check each post for vertical and top alignment and hold in position during placement and finishing operations.
 3. Trowel finish tops of footings, and dome surface to direct water away from posts. Extend footings for posts as detailed.
 4. Keep exposed concrete surfaces moist for at least 7 days after placement, or cure with curing material, or other acceptable method.
- F. Concrete Strength: Allow concrete to attain at least 75% of its minimum 28-day compressive strength, but in no case sooner than 7 days after placement, before rails, tension bands or fabric is installed. Do not stretch and tension fabric and wires, and do not hang gates until the concrete has attained its full design strength.
- G. Check each post for vertical and top alignment and maintain in position during placement and finishing operations.
- H. Bracing: Install horizontal brace and truss assembly at mid-height or above for fences 6' (1829 mm) and over at each fabric connection to the terminal post. The diagonal truss rod is installed at the point where the brace rail is attached to the terminal post and diagonally down to the bottom of the adjacent line post. Place the truss rod in tension by adjusting the turnbuckle.
- I. Top rail: Install in lengths of 21' (6.400 m). Connect ends with sleeves forming a rigid connection, allow for expansion and contraction.
- J. Center Rails: Install mid rails between line posts and attach to post using rail end or line rail clamps. A center rail is required for fabric height 8'-0" and over.
- K. Bottom Rails: Install bottom rails between posts and attach to post using rail end or line rail clamps.
- L. Fasteners: Peen ends of bolts or score threads to prevent removal of nuts. Paint all exposed surfaces, nicks or scratches, nuts, and bolts, with liquid black PVC touch up paint.

3.3 CHAIN LINK FABRIC INSTALLATION

- A. Fabric: Install fabric on security side or play side for athletic facilities as directed by the Architect, pull fabric taut; thread the tension bar through fabric and attach to terminal posts with tension bands spaced maximum of 15" (381 mm) on center and attach so that fabric remains in tension after pulling force is released. Install fabric so that it is above finish grade as detailed.

- B. Secure fabric using wire ties to line posts at 12" on center and to rails and braces 12" on center. Tie wire shall be secured to the fabric by wrapping it two (2), 360 degree turns around the chain link wire pickets. Cut off any excess wire and bend back so as not to protrude so as to avoid injury if a pedestrian may come in contact with the fence.

3.4 CHAIN LINK GATE INSTALLATION

- A. Swing gates: Installation of swing gates and gate posts shall be per ASTM F567. Direction of swing shall be as shown on drawings and/or as directed by the Owner. Gates shall be hung plumb in the closed position with minimal space from grade to bottom of gate leaf. Double gate drop bar receiver shall be set in a minimum concrete footing 12" diameter by 48" deep. Gate leaf holdbacks shall be installed on all double gates and all gate leafs greater than 5' (1524 mm) in width as directed by the Owner, if required.

3.5 CLEAN UP

- A. During the contract and at intervals as directed by the Architect and as chain link fence, backstop and gate installation is completed, clear the site of all extraneous concrete, gravel, fence material or debris. Leave the site in a clean, safe, well draining, neat condition.

END OF SECTION 323101

SECTION 329201 - SEEDED LAWNS

1.0 PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The extent of the lawn work is shown on the drawings. The lawn work limits equal the Contract Limit Line except as noted on the drawings. Non-paved, non-roofed areas within the Contract Limit Line shall receive five (5") inches of topsoil and lawn. Existing lawn areas that are not disturbed require no additional work. Lawn types as shown on the drawings are defined as follows:
 - 1. Lawn: Strip and stockpile topsoil, remove debris, add onsite or offsite topsoil, replace 5" topsoil, hydroseed, fertilize, and mulch.
- B. Lawn work includes, but is not limited to, the following:
 - 1. Placing and spreading stockpiled topsoil
 - 2. Importing, placing, and spreading topsoil
 - 3. Seed bed preparation
 - 4. Seeding lawns
 - 5. Mulching and fertilizing
 - 6. Maintenance: See watering, mowing, fertilizing, core aerating, weed control, grow in and other specific requirements.
 - 7. Clean Up
- C. Provide materials, labor, equipment, and services required to accomplish related work in accordance with the drawings and specifications.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 311201 - Site Preparation (Topsoil Stripping)
- B. Section 312201 - Site Earthwork

1.3 REFERENCES

- A. ASTM D4972 - Standard Test Method for pH of Soils
- B. ASTM D5268 - Standard Specification for Topsoil Used for Landscaping Purposes
- C. ASTM D422 and D1140 - Standard Test Method for Particle Size Analysis of Soils
- D. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effect
- E. ASTM F1647 - Standard Test Method for Organic Material Content of Athletic Field Rootzone Mixes.
- F. ASTM F1632 - Standard Test Method for Particle Size Analysis and Sand Shape Grading of Golf Course Putting Green and Sportsfield Rootzone Mixes
- G. National Turfgrass Federation, Inc.
- H. National Turfgrass Evaluation Program (NTEP).

1.4 SUBMITTALS: (See Section 311201, 1.5)

- A. Furnish name of Landscape Contractor or Nurseryman to perform lawn work and a list of completed projects including contact information for each project demonstrating compliance with applicable qualification requirements outlined in 1.5 "Quality Assurance" of this specification section.
- B. Provide Material Certificates and MPD for:
 - 1. Seed species and source
 - 2. Limestone
 - 3. Fertilizers
 - 4. Straw (dry mulch) - location of straw producer
- C. Provide Topsoil Test Report (for Onsite and Imported Topsoil): Submit test results from Architect approved independent testing laboratory on their letterhead. Report shall:
 - 1. Certify soil texture, organic content, and particle size analysis.
 - 2. Chemical analysis testing nitrogen, phosphorus, potassium, calcium, magnesium, cation exchange capacity, base saturation percentages, micronutrients and acidity (pH).
 - 3. Provide timing and rates of soil additives, liming and fertilizers. (Materials and procedures regarding soil amendments and fertilizers specified in this section are approximate.) Adjust all soil amendments to comply with test results based on actual soil tests and as directed by the Architect at no additional cost to the Owner.
- D. Provide letter on Contractor's letterhead certifying that only topsoil from the above tested source was used on the project.
- E. Lawn Seed Mix (See below in Part 2): Submit one (1 lb.) pound seed sample for each mix specified in supplier's unopened package with supplier's certification statement clearly showing the following:
 - 1. Name and address of labeler
 - 2. Lot number
 - 3. Kind and variety of turfgrass seed listed in order of predominance
 - 4. Percent by weight of pure seed of each species and variety (percent purity)
 - 5. Germination percentage (percent viable seed)
 - 6. Percent by weight of other crop seed
 - 7. Percent by weight of weed seed
 - 8. Percent undesirable grass seed
 - 9. Percent by weight of inert matter
 - 10. Date on which the germination test was conducted
- F. Submit seed tags from **ALL** used or partially used seed bags. At times throughout the project, the Architect may request seed samples of onsite seed bags.
- G. Provide schedule for review and approval as outlined under "Sequence and Scheduling" of this specification section.

1.5 QUALITY ASSURANCE

- A. General Lawn Contractor: Work shall be contracted to a single, established Landscape Contracting or Nursery firm having sufficiently experienced crews, supervisor(s), specialized equipment, and an excellent record of performance on completed lawn projects of comparable size, scope, and quality. Provide expert turfman to direct the work in the field on a regular, daily basis. The expert turfman shall be employed by the same company engaged in the installation of the lawn work for a minimum of five (5) years.
- B. Nomenclature: Seed names shall conform to the National Turfgrass Federation, Inc.
- C. Seed Quality Rating: Shall meet testing standard for New York State outlined by the National Turfgrass Evaluation Program (NTEP).
- E. Testing: If required by the Architect for poor lawn grow in, engage an Architect approved independent, qualified New York State testing service and turfgrass specialist to evaluate Contractor grow in practices and materials used. Pay for all testing/inspection services, materials, and manpower to correct lawn areas as approved by the Architect.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Seed:
 - 1. Packing and Shipping: Ship seed and associated materials with certificates of inspections required by governing authorities.
 - 2. Do not make substitutions. If specified seed material is not obtainable, submit to the Architect proof of non-availability and a proposal for use of equivalent material with similar performance criteria as the originally specified seed material.
 - 3. Store all seed at the site in a cool, dry place in a manner to prevent wetting and deterioration, as approved by the Architect. Replace any seed damaged during storage as directed by the Architect.
 - 4. Deliver seed in supplier's unopened packages bearing labels showing the supplier's name and seed analysis by weight.
- B. Fertilizer (See Below in Part 2):
 - 1. Deliver fertilizer in the manufacturer's standard sized bags showing the weight, analysis, and manufacturer's name. Store all fertilizer under a waterproof cover or in a dry place as approved by the Architect.

1.7 JOB CONDITIONS

- A. Job conditions in Section 312201 apply.
- B. Lawn Work:
 - 1. Perform lawn work after planting, fine grading and other work affecting the ground surfaces in the lawn work areas has been completed satisfactorily.
 - 2. Where practical, the Owner will provide a connection to the water system such as, but not limited to, existing yard hydrants, building hose bibs, etc. If this source is insufficient, not available, or practical to provide a source of sufficient water to meet the requirements herein, the Contractor shall secure a water

source sufficient to meet the water requirements herein such as, but not limited to, municipal hydrants, water truck, tanks, etc. at no additional cost to the Owner.

3. Contractor shall provide all watering equipment and appurtenances such as, but not limited to, meters, backflow preventer, labor, hoses, sprinklers, irrigation, and watering equipment.
4. Calendar dates for seeding and sodding under "Sequence and Scheduling" of this specification section shall apply.
5. For General Lawn, perform lawn seeding using mechanical and hand seeding methods. Hydroseeding is acceptable on the Campus.
6. Protect newly seeded/sodded lawns from vehicles, vandalism, or trespass. Provide temporary fencing or barriers as required.

C. Construction Review:

1. Upon completion of topsoil spreading and seed bed preparation, notify Architect to review work.
2. The Architect may review fine graded areas by the Contractor to check for surface smoothness and general compliance with grading requirements. Fill or cut by hand raking or other acceptable means to achieve smooth, even well-draining lawn surfaces free of "bird baths" and breaks in grade as directed by the Architect at no additional expense to the Owner.
3. Review of any fine graded lawn areas by Architect shall not alleviate the Contractor of his responsibility for conforming to the required grades as shown on the drawings, nor be misconstrued as final acceptance of lawn work.

1.8 SEQUENCING AND SCHEDULING

A. Schedule: Prior to construction, provide a schedule which addresses the following lawn thresholds involving erosion control stabilization and competitive use of playfields:

1. Seeding Installation: The Contractor may invoice for 50% of the approved schedule of value breakdown at the time of acceptable installation.
 - a. Unless otherwise directed in writing by the Architect, seed and sod lawns from April 1 to May 15, and from August 15 to October 1. Seeding and sodding between May 16 and August 14 is not acceptable unless adequate water supply is available and applied to the turfgrass as required herein and approved by the Architect.
 - b. Proceed with and complete seeding and sodding as rapidly as portions of the site become available, working within the seasonal limitations for each kind of landscape work required.
2. Substantial Completion: The Contractor may invoice for 25% of the approved schedule of value breakdown at the time of substantial completion as described in Part 3, "Standards For Substantial Completion Of Lawns" of this specification section.
3. Final Acceptance: The Contractor may invoice for the final 25% of the approved schedule of value breakdown at the time of final acceptance as described in Part 3, "Standards For Final Acceptance Of Lawns" of this specification section. The

date of final acceptance is anticipated approximately 30 days after substantial completion presuming all Contractor maintenance operations have been vigorously performed.

4. Owner Maintenance: After final acceptance of the lawns, the Owner will maintain for 1 to 3 growing seasons to reach competitive maturity and beyond per ASTM F2060.

2.0 PART 2 - PRODUCTS

2.1 TOPSOIL

- A. Source: Provide from off site, Architect approved source, when stripped, stockpiled and amended quantity is inadequate to provide five (5") inches settled depth of topsoil for all lawn areas at no additional cost to the Owner.
- B. Texture and Content: Provide topsoil conforming to the following:
 1. Soil texture and content:
 - a. Sandy loam topsoil, well drained homogeneous texture and of uniform grade, without the admixture of subsoil material. Topsoil shall be entirely free of dense material, hardpan, clay, stones over 3/4" in diameter, sod, or any other objectionable foreign material, including but not limited to, glass, debris, toxins, hazardous wastes and chemicals (such as atrazine or muriatic acid within the past seven (7) years) that may be injurious to humans, animals and plant materials.
 - b. Organic Matter: Containing not less than 5% or more than 10% organic matter in that portion of a sample passing a 1/4" sieve when determined by the wet combustion method on a sample dried at 105 degrees F.
 2. pH Value: Containing a pH value within the range of 6.0 to 7.0 on that portion of the sample which passes a 1/4" sieve.
 3. Soluble salt content: Not higher than 500 parts per million.
 4. Sieve Analysis for general lawn work: Shall be screened or rock picked to meet the following gradation:

| <u>Sieve Designation</u> | <u>% Passing</u> |
|--------------------------|------------------------------|
| 3/4" | 100 |
| 1/4" | 97-100 |
| No. 200 | 20-50 (of the 1/4" sieve) |

- C. No lawn shall be seeded on topsoil that has been chemically treated until sufficient time has elapsed to permit dissipation of all toxic materials. The Contractor shall assume full responsibility for any loss or damage to turfgrass sod or the inability to grow a sufficient stand of grass from seed, as indicated herein, arising from improper use of chemicals or due to failure to allow sufficient time to permit dissipation of toxic residues, whether or not such materials are specified herein.

2.2 LAWN SEED MIX

- A. Provide fresh, clean, new-crop seed mixed in the proportions specified for species and variety, and conforming to Federal, State, latest American Association of Nurseryman (AAN) Standards and National Turf Evaluation Program (NTEP).
- B. Acceptable material in a seed mixture other than pure live seed consists of nonviable seed, chaff, hulls, live seed of crop plants and inert matter. The percentage of weed seed shall not exceed 0.05% by weight.
- C. All seed must be fresh seed. Seed that is left over from the previous year and beyond sell by date is not acceptable.
- D. Grass seed shall be certified "Blue Tag" seed composed of a blend of varieties mixed in proportion by weight and tested for minimum percentages of purity and germination. Submit the proposed mixture to the Architect for approval.
- E. Provide the following lawn seed mix:
 - 1. General Lawn: Seed blend shall consist of 100% Perennial Ryegrass of the following three (3) cultivars: Sunstreaker, Dominator, and Riptide in approximately equal percentages. The Perennial Ryegrass shall have a minimum germination percentage of 85%. The percentage of weed seed shall not exceed 0.04% and other crop seed shall not exceed 0.0% by weight of the mixture.
 - 2. Overseeding: Seed blend shall consist of 100% Perennial Ryegrass of the following three (3) cultivars: Sunstreaker, Dominator, and Riptide in approximately equal percentages. The Perennial Ryegrass shall have a minimum germination percentage of 85%. The percentage of weed seed shall not exceed 0.04% and other crop seed shall not exceed 0.0% by weight of the mixture.
- F. Acceptable Seed Suppliers:

Seedway, LLC, Hall, NY. www.seedway.com
(800)-836-3710;

Or Architect approved equal.

2.4 LIMESTONE

- A. Shall be ground limestone in the producer's standard bags containing not less than 85% total carbonates and conforming to the following gradations:

| | |
|-------------------|-----------|
| Sieve Designation | % Passing |
| No. 100 | 50-100 |
| No. 20 | 100 |
- B. The lime shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any lime which becomes caked or otherwise damaged making it unsuitable for use will be rejected.

2.5 TACKIFIER FOR SEEDED LAWNS

- A. Shall be liquid concentrate diluted with drinkable water forming a transparent three-dimensional film-like crust permeable to water and air, containing no agents toxic to seed germination to hold straw mulch in place.
- B. Standard of quality shall be Terra Tack or Architect approved equal.

2.6 FERTILIZER

- A. For Starter Fertilization: Immediately prior to seeding, fertilize with a commercial starter fertilizer, granular, non-burning product, with not less than 90% organic slow acting, micronutrients and 1% iron, guaranteed analysis commercial fertilizer. Fertilizer shall be: E-Blend Restoration (12-20-12), 25% MESA, 10.5% Biosolids or Architect approved equal. Apply at a rate of 0.33 - 0.66 lbs of nitrogen (N) per 1,000 sf.
- B. For Subsequent and Final Fertilizations: Apply commercial fertilizer, poly coated granular non-burning product with not less than 90% organic slow acting, guaranteed analysis
 - 1. For Spring and Fall Lawn Work: Fertilizer ratio shall be: (3-0-1). Apply at rate of 1.5 - 2 lbs nitrogen (N)/1,000 s.f.

2.7 MULCH FOR SEEDED LAWNS

- A. Dry Application Straw: Shall be straw consisting of clean stalks of oats, wheat, rye or other approved crops well seasoned before baling which are free of noxious weed seeds and roots. Weight shall be based on 15% moisture.

2.8 WATER: Free of substance harmful to lawn, other plants, humans and animals.

3.0 PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify limits of lawn and other types of ground cover materials in the field with drawings. Also any imported and screened topsoil areas. Notify Architect of discrepancies prior to proceeding with lawn work.
- B. Examine finish surfaces, grade, topsoil quality, and depth.
- C. Do not start lawn work until unsatisfactory conditions are corrected to the satisfaction of the Architect.

3.2 SPREAD TOPSOIL

- A. Limit preparation to areas which will be immediately seeded or sodded.
- B. Perform topsoil spreading operations only during dry weather.
- C. To insure a proper bond with the topsoil, disc, harrow, decompact, or otherwise scarify and loosen the lawn subgrade to a depth of four (4") inches before spreading topsoil.
- D. Spread topsoil to ensure a minimum settled depth of four (4") inches in lawn areas.

3.3 PREPARE GENERAL LAWN AREAS

- A. Perform a pH test, sieve, and nutrient analysis of the topsoil and advise the results to the Architect prior to adding limestone or other soil amendments. Soil amendments shall be uniformly incorporated into the top four (4") inches of topsoil by discing, harrowing or other approved methods.
- B. Remove debris and stones 3/4" or larger by handpicking, fine tooth aluminum grading rakes, and mechanized stone picker. When topsoil has hardened, cultivate soil to a four (4") inch depth by plowing, discing, harrowing, or otherwise scarifying and loosening the topsoil.
- C. Grade lawn areas to a smooth, free draining even surface with a loose, moderately coarse texture. Scarify, rake, level, and roll with a light static roller as necessary to obtain true, even lawn surfaces and fill depressions as required to drain. Correct irregularities in the surface resulting from tillage operations to prevent formation of depressions or water pockets.
- D. Cultivate soil to provide a firm bed of minimum of four (4") inches deep, free of clods, stones, or foreign matter over 3/4" in diameter from the top of soil. Do not move heavy objects except necessary lawn making equipment over the lawn areas after the soil is prepared unless it is again loosened and graded. Remove stones and all debris greater than one 3/4" in diameter during cultivation. Level undulations and irregularities in the surface.
- E. For pH correction provide adjusted rate of application as recommended in Topsoil Test Report submittal. For low pH correction: Add ground limestone at the rate indicated by the soil test. For high pH correction: Materials and application rates shall be determined by appropriate soil tests.
- F. Place starter fertilizer at the rate of 0.33 - 0.66 lbs. of nitrogen (N) per 1,000 sf. and mix into full depth of topsoil.
- G. Rake area with fine toothed aluminum grading rake before placing seed to obtain a smooth surface at the proper elevation. Drag area with a wood float to level out minor humps and hollows. Beds shall have a smooth friable uniform surface, free of areas ponding water.

3.4 LAWN SEEDING

- A. Notify Architect when seed bed is ready for review as specified in Job Conditions. Obtain Architect's approval of finish grade prior to seeding.
- B. Seed lawns immediately after preparation of bed and Architect's approval.
- C. For General Lawn:
 - 1. Seed at the rate of 10 lbs. per 1,000 S.F.
 - 2. Seeding shall be performed as follows: 1/2 rate and mechanically incorporated into the top 1/2" of topsoil. The remaining 1/2 rate shall be mechanically spread at 90 degrees to the first application and lightly rolled.

3.5 MULCHING SEEDED AREAS

- A. Mulch immediately after seeding.

- B. Dry Mulch Application: Place mulch by hand or by machine at a rate of one bale/1,000 s.f. to produce a light even mulch cover so that 50% of soil is visible through the mulch layer.
- C. Hydro Application: Place hydromulch by machine at a rate of one bale/1,000 sq. ft. to produce a light even mulch cover so that 50% of soil is visible through the mulch layer. NOTE: Seeding with a hydroseeder is NOT acceptable.
- D. Anchor mulch by thorough heavy coat of tackifier over entire area and watering.
- E. Protect seed bed from washout, wind erosion, rutting and drying out. Do not use machinery that leaves ruts in the seed bed. It is the Contractor's responsibility to add or remove mulch as needed to encourage optimum seed germination and growth.

3.6 MAINTENANCE

- A. Maintenance by Contractor begins as soon as lawns are sodded or seeded. Protect lawns from drought, washout and wind erosion. In general, maintain new installed lawn areas, including watering, fertilizing, core aerating, spot weeding, overseeding, mowing, applications of herbicides, fungicides, insecticides, and re-sodding until a full, uniform, healthy, vigorous stand of grass free of weed, undesirable grass species, disease, and insects is achieved and accepted by the Architect. Specifically:
 - 1. Watering Seeded Lawns:
 - a. First Week: In the absence of adequate rainfall, watering shall be performed daily or as often as necessary during the first week to maintain moist soil to promptly germinate the lawn seed, preventing it from drying out, and keeping it in a healthy, growing condition until final acceptance. Lawn areas shall receive a minimum of one (1") of water per week, by natural rainfall, irrigation or a combination of both. Water daily until 2nd mowing (just enough water to keep the top ½" of soil moist, 1 time daily).
 - 3. Second and Subsequent Weeks: Contractor shall provide water to the lawns as required to maintain adequate moisture, in the upper four (4") inches of soil, necessary for the promotion of deep root growth until final acceptance. After 2nd mowing, water two (2) times weekly until thoroughly established.
 - 4. Protect: Protect lawn areas against trespass, vandalism and routine pedestrian traffic and Owner maintenance traffic by temporary fencing or other means.
 - 5. Repair: Repair, rework, resod and overseed (as originally specified for that area) areas that have washed out, eroded, do not germinate and are vandalized or otherwise damaged. Overseeding rates are to be adjusted to 6 lbs. of seed per 1,000 s.f.
 - 6. Mow: Initial mowing shall begin when the blade height reaches 2" and the soil will bear the weight of the lawn mower. Use mowers with low impact tires. For the first 3 mowings cut the grass blades to 1.5 inches. After that mow the grass when it reaches a height of about 3.5" to a height of about 2.5". Never remove more than 1/3 of the grass blade at any one mowing. A minimum of three (3) to five (5) mowings are required (approximately once per week after the initial germination period to final acceptance). Notify the Architect of dates in writing as

mowing is performed. Excess clippings shall be carefully raked so as not to remove healthy grasses, and removed.

7. Core Aerating: Between mowings three (3) and four (4), and between mowings core aerate lawns about three (3") inches on center minimum three (3") inches deep to ensure aggressive root growth. This will require multiple passes at different directions to achieve 16 to 20 holes 3/4" to 1" diameter per square foot. Sweep scattered plugs off paved areas onto adjacent lawn areas. Pulverize plugs during subsequent mowing operations. Provide additional core aerating after the 10th mowing as directed by the Architect to expedite the lawn maturation process. Moisten field by thoroughly watering the topsoil profile, several days in advance of coring to facilitate proper penetration of the topsoil.
8. Fertilizer: Immediately after core aerating, between mowings three (3) and four(4), apply subsequent fertilizer at the rate of 1.5-2 lbs./1,000 s.f.
9. Weed Control: When infestation of weeds or crabgrass develops, treat infestation by hand weeding or herbicides control appropriate to the area. Furnish and install weed chemical control as recommended by manufacturer. Herbicides controls must be acceptable to the Owner. Obtain and pay for permits. Use as directed by the manufacturer and applicable laws, codes, ordinances and regulatory requirements. Under NO circumstances is it acceptable to seed or overseed over Nutsedge, Crabgrass or other grassy/broadleaf weeds.

- B. Maintenance by the Contractor continues through the certificate of substantial completion to final acceptance by the Architect as described below. Maintenance by Owner begins after final acceptance of the lawn.

3.7 STANDARDS FOR SUBSTANTIAL COMPLETION OF LAWNS: Review to determine substantial completion of lawns will be made by the Architect, upon request. Provide notification at least five (5) working days before requested review date.

- A. Lawn areas will be substantially complete provided requirements, including maintenance, have been complied with. A healthy, vigorous, uniform, partially mature stand of lawn is established free of weeds, undesirable grass species, disease, and insects. With proper watering and maintenance as indicated herein, this should culminate after an approximate 60-72 day period for initial germination with average temperatures above 40°F. Grass roots shall have matured to a minimum of 1½" depth as determined by the Architect when core samples are taken.
- B. Lawn areas shall not have more than 10% dead/bare spots.
- C. Contractor shall provide a written copy of all maintenance activities performed up to this date.
- D. The architect will prepare a written punch list of items which need correction prior to final acceptance.

3.8 STANDARDS FOR FINAL ACCEPTANCE OF LAWNS: Review to determine final acceptance of lawns will be made by the Architect, upon request. Provide notification at least five (5) working days before requested review date.

- A. Lawn areas will be acceptable provided requirements, including maintenance, have been complied with. A healthy, vigorous, uniform, full stand of lawn is established free of

weeds, undesirable grass species, disease, and insects. Grass roots shall have matured to a minimum of 2" depth as determined by the Architect when core samples are taken.

- B. Any lawn which contains disease, more than 1% dead/bare spots, or any dead/bare area greater than one (1) square foot shall be rejected and the unacceptable area(s) repaired as originally specified at no additional cost to the Owner.
- C. In the event the Contractor fails to complete the punch list items within a 30 day period with average temperatures of 40°F after the time of Substantial Completion, the Contractor shall be liable to the Owner for any additional costs including those charged by the Architect.
- D. Contractor shall provide a written copy of all maintenance activities performed during the contract up to final acceptance of lawns.

3.9 CLEAN UP

During the contract and at intervals as directed by the Architect and as lawn work is completed, clear the site of extraneous materials, rubbish, and debris. Leave the site in a clean, safe, neat, well-draining condition.

END OF SECTION 329201

SECTION 334001 - STORM DRAINAGE

1.0 PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The extent of the storm drainage is shown on the drawings.
- B. Storm drainage work includes, but is not limited to:
 - 1. Trenching, backfilling and compaction
 - 2. Piping, jointing and fittings
 - 3. Connection(s) to other storm system(s)
 - 4. Adjusting existing storm structures and other utilities
 - 5. Flat Drains
 - 6. Quality Control Testing and Submittals
 - 7. Clean Up
- C. Provide materials, labor, equipment, and services required to accomplish related work in accordance with the drawings and specifications.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 311201 - Site Preparation
- B. Section 312501 - Erosion, Sediment and Pollution Control
- C. Section 312201 - Site Earthwork: For Elaboration of Shoring and Bracing, Dewatering, Backfilling, Compaction and Field Quality Control Testing.
- D. Section 321201 - Asphalt Paving
- E. Section 321301 - Site Concrete

1.3 REFERENCES

- A. ASTM D2321 Standard Practice for Underground Installation of Thermoplastic Pipe for Sewer and Other Gravity Flow Applications.

1.4 SUBMITTALS: (See Section 311201, 1.5)

- A. Manufacturer's Product Data (MPD) required for:
 - 1. Storm structure appurtenances
 - 2. Pipe, joints, and fittings
 - 3. Flat Drains and fittings

1.5 JOB CONDITIONS

- A. Job conditions in Section 312201 apply.

2.0 PART 2 - PRODUCTS

2.1 STORM STRUCTURE APPURTENANCES

- A. Precast Concrete Adjustment Rings: Shall be square or round depending on structure. Built in accordance to ASTM C478, and made of 5,000 psi concrete and reinforced steel, meeting ASTM A615 Grade 60, as manufactured by Fort Miller, Zeiser Wilbert, Jefferson Concrete or Architect approved equal.

2.2 STORM PIPE AND FITTINGS

- A. 4" to 10" Pipe: Shall be flexible, heavy duty, corrugated interior and exterior, perforated (or slotted) polyethylene pipe meeting requirements ASTM F-667 for 4" to 10" diameters. Standard of quality shall be ADS with prefabricated snap fittings as manufactured by Advanced Drainage Systems, Inc., (614) 457-3051 or Architect approved equal. Size pipe(s) as noted on drawings.
- B. 4" to 12" Fittings: Shall be injection molded fittings with a smooth interior and exterior meeting requirements AASHTO M252 for 4" to 10" diameters, and ASTM M294 or ASTM F2306 for 12" diameter. Standard of quality shall be Advanced Drainage Systems, Inc., (614) 457-3051 or Architect approved equal. Size pipe(s) as noted on drawings.
- C. Backfill: Shall be clean, washed No. 1 stone as indicated in Section 312201.
- D. Soil Separation Fabric: Shall be a commercially manufactured non- woven polypropylene filter fabric. Standard of quality shall be Mirafi 140N as manufactured by TenCate or Architect approved equal.

2.3 FLAT DRAINS

- A. Shall be perforated filter-wrapped, oblong, 13" wide x 1.5" thick with internal bracing meeting ASTM D7001. All fittings shall be made of polyethylene with a min. cell classification of 424420C as defined and described in ASTM D 3350.
- B. Standard of quality shall be ADS Advanedge as manufactured by Advanced Drainage Systems, Inc., (Tel. 800-821-6710) or Architect approved equal.
- C. Provide the 12-4 Endout to connect the Flat Drain to a 4" perforated pipe that wye couples to the storm water management trench piping.
- D. Secure all connections using manufacturer recommended PVC tape at all joints.

3.0 PART 3 - EXECUTION

3.1 CONNECTIONS TO OTHER STORM SYSTEM

- a. Connections to existing Storm Systems:
 - 1. Locate accurately per drawings. Verify inverts and sizes. Notify Architect of any discrepancies immediately, prior to installation.
 - 2. Make connections securely, watertight, and as detailed. Provide all necessary couplers and fittings to make connections.

3.2 CASTINGS

- A. Provide the type specified and shown on drawings. Build to the finish grade as shown on drawings.
- B. Set castings firmly. Loose or rocking castings shall be rejected by the Architect.
- C. Paint all installed castings (inside and outside) with two (2) coats of black rust inhibitive paint as directed by the Architect.

3.3 ADJUSTING EXISTING UTILITIES

Adjust existing utilities as necessary to maintain utility service and meet finished grade conditions. Existing utilities include but are not limited to; hydrants, water valves, gas valves, electric pull boxes and manholes, storm drainage structures, cable and telephone markers, fiber optic cables, sanitary cleanouts and manholes, and guy wires.

3.4 STORM PIPE AND FITTINGS

- A. Use only pipe which is undamaged and flexible (have not been exposed to direct sunlight for more than six (6) months causing brittleness, cracking or splitting prior to placement). Pipe shall be stored for at least twenty-four (24 hrs.) hours in an area having a minimum temperature of fifty (50) degrees F.
- B. Trenching: Remove material encountered to the depth shown on the drawings. Provide shoring, sheeting, and bracing as necessary for safety; remove before backfilling.
- C. Install continuous envelope of soil separation fabric around the backfill up to subgrade of finish material. Fill stone to proper elevation and wrap top. Overlap fabric minimum twenty-four (24") inches at top and joints. Secure fabric joints to prevent separation and infiltration of adjacent materials and separation of fabric.
- D. Install pipe sloped as shown on drawings.
- E. Compact backfill to maximum density of adjacent materials.

3.5 FLAT DRAINS

- A. Install the Flat Drains at the intervals noted on the drawings. Securely attach ends of these composite drains into the perimeter collector header system with specified fittings.
- B. Secure all connections with PVC tape.

3.6 FIELD QUALITY CONTROL

- A. Density Testing: Perform all density testing for piping trenches and structure backfill as indicated in Section 312201.

3.7 CLEAN UP

- A. During the contract and at intervals as directed by the Architect and as storm drainage is completed, clear the site of pipe, trench and backfill material, stone, concrete and debris. Leave the site in a clean, safe, well draining, neat condition.

- B. Clean drainage structures, storm water management trenches and pipes: Clean out sediment, rubbish, construction debris, and foreign objects thoroughly, immediately prior to final acceptance.

END OF SECTION 334001

ALTERNATES

- SC-1 Recycle / Reuse Existing Infill: The Bidder shall state the amount to be **DEDUCTED** from the Base Bid to recycle, clean, and reuse the existing turf field crumb rubber and silica sand infill in lieu of providing 100% new crumb rubber and sand infill as specified. Note: This Alternate includes providing any additional crumb rubber and sand infill, as specified, needed to make up any deficiencies with the amount of infill required to meet the turf manufacturers recommendations. All warranties shall remain the same as specified. If this Alternate is NOT accepted by the Owner, the Contractor shall provide 100% new crumb rubber and sand infill to meet turf manufacturer's recommendations. All old infill will then be disposed offsite.
- SC-2 Stadium Perimeter Vinyl Clad Chain Link Fencing: The Bidder shall state the amount to be **ADDED** to the Base Bid to furnish and install new vinyl clad chain link fencing, footings, and turf termination edging, as shown on the plans and as specified around the entire stadium (except directly in front of each bleacher wall). Included with this alternate will be removal and disposal of existing fencing, footings, concrete turf termination edging and any lawn and asphalt repair / replacement from fence and edging installation work.

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PLEASE NOTE: SECTIONS THAT HIGHLIGHTED MUST BE FILLED OUT TO COMPLETE THIS CONTRACT. THIS INCLUDES CONTENT IN PAGE 1, SECTIONS 4.20, 5.06, THE SIGNATURE PAGE & SCHEDULE A. DELETE THIS TEXT BEFORE FINALIZING THIS AGREEMENT.

This Agreement (referred to alternately as "Agreement" or "Contract") 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, 353 Broadway, Albany, New York 12246, on behalf of State University of New York at _____ located at _____ hereinafter referred to as "University" and _____ having its principal office located at _____, and a Federal ID or Social Security No. of {insert number}, hereinafter referred to as "the Contractor."

WITNESSETH:

The parties hereto agree that 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

{Campus Let Project Number}
{Project Title}
At {Campus}

in strict accordance with the Contract Documents; and

(b) complete all work necessary for substantial completion by **{insert completion date OR insert "within _____ days after the date of the Notice to Proceed"}**, 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, pay to the University liquidated damages in accordance with the liquidated damages schedule listed on page one of the contractors proposal for each calendar day of delay of substantially completing all the work; and

(d) do everything required by the Contract; subject, however, to the terms, provisions and conditions listed hereinafter.

(e) The University shall pay and the Contractor shall accept as full and complete payment for the performance of this Agreement, subject to additions or deductions as provided herein, the total contract compensation of \$_____, (in figures), _____ (in words).

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:

Allowance Any and all work and materials which may be required of the Contractor in performing work set forth under one or more allowances to this Agreement shall be Work, as defined herein, which shall be performed in accordance with the base schedule for the performance of the Contractor's Work. Contractor shall not be entitled to an extension of time for the performance of an allowance or all allowances.

Consultant The Architect or Engineer 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.

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| | |
|--------------------------------|---|
| Bidding Documents | Notice to Bidders, Information for Bidders and Proposals |
| Bonds | Performance Bond and Labor and Material Bond |
| Delay | For purposes of this document and as used herein and in any other contract documents between the Contractor and the University the word "delay" shall be interpreted broadly and shall include by way of example only and not by way of limitation: delay, disruption, interference, inefficiencies, impedance, hindrance, acceleration, resequencing, schedule impacts, lack of timeliness by the University and/or Consultant, and lack of coordination, cumulative impact of multiple change orders, delay and other impacts. |
| Contract or Contract Documents | The Agreement, Exhibits A and A-1, Bidding Documents, Bonds, Specifications, Project Manual, Drawings Addenda issued prior to the opening of bids and Change Orders issued after award of the Contract. |
| University | State University Construction University |
| Notice to Proceed | Written notice provided by the University to the Contractor stating the date on which the contractor can begin project work. |
| 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. |
| Substantial Completion | Substantial Completion is the completion of Work so that the Project can be fully occupied and used for the purposes for which it is intended. Substantial Completion includes: (1) completion of all work required for the issuance of a code compliance certificate, or a temporary approval for occupancy, completed in a manner that includes no uncorrected deficiency or material violation of the Building Code of New York State within the area or work for which the certificate is to be issued; (2) completion of all building systems and functional testing of said systems (other than tests that cannot be performed due to the seasonal environmental conditions in effect at the time of completion); (3) acceptance and approval of the Operating Instructions and Manuals and Training of Campus Personnel; and (4) the sum of values determined for Punch List work at the time of Substantial Completion shall not exceed one (1) percent of the amount of the Contract consideration unless otherwise agreed to by the University. |
| Work | The using, performing, installing, furnishing and supplying of all materials, equipment, labor, services 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. |

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 and abbreviations which have a well-known, technical or trade meaning shall be interpreted as having such meaning in connection with the Contract.

Section 1.04 Entire Agreement

The Contract 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, Assigns and Agents

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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 University Fund act as its agent 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.

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 to 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) Exhibit A and A-1, (b) Addenda (later dates to take preference over earlier dates); (c) Amendments to Agreement; (d) Agreement; (e) Bidding Documents; (f) Specifications; (g) Schedules (i.e. finish schedules); (h) Large scale detail Drawings (detail drawings having a scale of 3/4" and over); (i) 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); (j) Small scale detail Drawings (detail drawings having a scale of less than 3/4"); and (k) 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 University shall establish the format for the Contract Documents (hard copy and/or electronic media) at the start of the Project. The Contractor shall be furnished, free of charge, with two (2) copies of the Specifications and Drawings in the selected format(s). Any other copies of the Specifications and Drawings which the Contractor may desire can be obtained at the Contractors expense.

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

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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

The Contractor hereby agrees that the Contract was secured without collusion or fraud and that neither any officer nor any employee of the University has or shall have a financial interest in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

Section 1.12 Notices

(1) All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- a. via certified or registered United States mail, return receipt requested;
- b. by personal delivery;
- c. by expedited delivery service; or
- d. by email if actually received by the University. Contractor bears the burden of proof of service by email and receipt of email by the University.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

{Insert Campus}

Name: {insert designated contact's name}

Title: {insert designated contact's title}

Address: {insert campus address}

Telephone Number: {insert phone}

E-mail address: {insert email}

{insert company name}

Name: {insert designated contact's title}

Title: {insert designated contact's title}

Address: {insert company}

Telephone Number: {insert phone}

E-mail Address: {insert email}

- (2) Any such notice shall be deemed to have been given either at the time of personal delivery or actual receipt by the University, or in the case of email, upon receipt by the University.
- (3) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

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 neutral 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

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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 and/or direction 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 and/or direct 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 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 and after a court of competent jurisdiction determines the University's said decision or determination to be fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith in an action brought in accordance with Section 4.24.

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. Notwithstanding the provisions of Section 1.12 of the Agreement and any other provisions of the Contract documents to the contrary, 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 fifteen (15) 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. Notwithstanding the provisions of Section 1.12 of the Agreement and any other provisions of the Contract documents to the contrary, 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, including an initial and updated detailed Time Progress Schedule,
 - d. Produce for the University's examination, upon notice from the University, such information and documentation as directed by the University, which shall include but not be limited to job cost reports and all estimates and documentation used to develop the Bid Proposal, all its books of account, bills, invoices, payrolls, subcontracts,

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time books, progress records, daily reports, bank deposit books, bank statements, checkbooks and cancelled 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, c and d 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, c and d 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 or 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) The Contractor's failure to submit and maintain a Time Progress Schedule in accordance with Section 3.02 of the Agreement shall be deemed to be a waiver by the Contractor of all claims for additional time, compensation or damages as a result of any condition which is an alleged cause of delay in the completion of the work. The Schedule of Record, regularly updated and submitted at required durations in accordance with the provisions of the General Requirements, Section paragraph titled "Project Schedule": (i) informs the University and affords it promptly of regular opportunities to change its plans or mitigate or remedy the effects or circumstances giving rise to a claim of delay in the completion of the work or take such other action as may seem desirable to verify any claimed circumstances as they occur; and (ii) forms a record which becomes the basis of the University's verification of an alleged cause of delay in the completion of the work.
- (4) 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.
- (5) 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 or Field 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 or 4.05A 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 Change Order or Field Order or as otherwise required by the University thereto providing for extra work of either a qualitative or quantitative nature and in such event the Contract consideration may be increased by an amount to be determined in accordance with the provisions of Sections 4.02 and 4.05A of the Agreement and the completion date for all or any part of the work may 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., The terms and conditions of the Contract Documents shall be fully applicable to all extra work.

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- (3) The Contractor shall have no claim for extra work or an extension of time 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 the University believes is incorrect; in the event the University exercises such right, that 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 work in 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, approved by the Consultant and the University, 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.
- (3) If the superintendent, project manager or other supervisory employees are not satisfactory to the University, the Contractor shall, if directed by the University, immediately replace such supervisory employees with other supervisory employees acceptable to the Consultant and the University. Such replacement and all related impacts shall be at no additional cost to the University.

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 a disciplined orderly manner and in accordance with the Time Progress Schedule and the contractually required time of performance. All workers engaged in special 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 from 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

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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 Agreement 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 Building Code of New York State and the applicable Federal and State health and labor laws and regulations.

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 benchmark and one (1) fixed base line at the site. The Contractor shall work from the benchmarks 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 or Field Order may be issued, the amount of which shall be determined in accordance with the provisions of Sections 4.02 and 4.05A, 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 4.02 and 4.05A of the Agreement.

Section 2.14 Unforeseen Difficulties

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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 unforeseeable 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 that 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 therefor in accordance with the provisions of Sections 4.02 and 4.05A 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 or permit the letting of 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 Agreement 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 Agreement 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 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.
- (3) 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 reception 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 prove that the materials and/or work tested do not meet the requirements of the Contract, then the entire cost of such tests and any additional testing and or inspections required until the work is deemed compliant 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 therefor, 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

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workmanship, the University may, by contract or otherwise, replace such material and/or correct such workmanship, and charge the costs thereof to the Contractor or it may cancel the Contract and terminate the Contractor's employment as provided in the Agreement.

- (3) The Contractor, without additional charge, shall promptly furnish all reasonable facilities, labor materials and equipment with associated operators necessary for the safe and convenient access, 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 therefor. 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 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 Sections 4.02 and 4.05A.
- (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 receipt of the notice to proceed, 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

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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 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 ten (10) 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.
- (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 Agreement 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 conformed 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 Agreement 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, Submittal, Mockup, and Sample schedules 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 and mock-ups 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. Shop drawings include drawings, diagrams, schedules, product data and other information or materials specially prepared for the work by the Contractor to illustrate some portion of the work. Product data include standard illustrations, schedules, performance charts, instructions, brochures, diagrams and other information identified by the Contractor to illustrate materials or equipment for some portion of the work.
- (3) All Shop Drawings, mock-ups 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. 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

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all other sections or trades whose work is related thereto, as required for proper and complete installation and sequence 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) At the start of the Project, the format for submittals shall be established by the University. If an electronic method is selected for the submission and approval of submittals, the Contractor shall provide submittals in a PDF format and the Consultant will return the submittals in electronic format to the Contractor. For both hard-copy and electronic submittal formats, all submittals that require physical samples or mock-ups shall be provided in accordance with the requirements set forth in the Contract Specifications. Shop Drawings and Samples, submitted by the Contractor in accordance with the approved Shop Drawing and Sample schedule that is included in the Time Progress 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. Should more than two (2) separate reviews of any required shop drawings or samples submitted be necessary, in the judgement of the Consultant and the University, the Contractor shall be responsible for the reasonable costs incurred by the University for such additional reviews by the Consultant.
- (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, 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 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.
- (9) The Contractor may be required to provide professional services that constitute the practice of architecture or engineering when specifically required by the Contract Documents for a portion of the work or the Contractor needs to provide such services in order to carry out its responsibilities for construction means, methods, techniques, sequences and procedures. When professional services are required in the Contract Documents, the Consultant will specify all performance and design criteria that such services must satisfy. The University

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and Consultant shall be entitled to rely on the adequacy, accuracy and completeness of the professional services, certifications, and approvals performed or provided by design professionals working for the Contractor.

- (10) Contractor agrees that the University may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the University together with a markup upon such hard costs in the amount of 15% in the review or evaluation of any substitutions for methods, products or performance pursuant to this Section 2.19.

Section 2.20 Equivalents - Approved Equal

(1) Equivalents or Approvals - General

- a. The words "similar and equal to", or equal", "equivalent" and such other words of similar content and meaning shall for the purposes of this Agreement be deemed to mean similar and equivalent to one of the named products. For the purposes of subdivisions (1) and (2) of this Section and for the 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.
- b. 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 (2) 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.
- c. Nothing in the Contract Documents shall be construed as representing, expressly or implied, 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.
- d. 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.
- e. Requests for approval of proposed equivalents will be received by the Consultant only from the Contractor.
- f. Approval shall in no way be construed as: (a) permitting any departure whatsoever from the Contract Documents, (b) relieving the Contractor of full responsibility for any error in quality of materials, details, dimensions, sequence of work, 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 to achieve a functionally complete facility or result 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.
- g. Contractor agrees that the Contractor approves and authorizes the deduction from Contractor's applications for payment any and all costs incurred by the Construction Manager, Consultant, Design Professional or otherwise in evaluating Contractor's submissions under this Section 2.20, together with a markup upon such hard costs in the amount of 15%.

(2) Equivalents or Approvals After Bidding

- a. Any and all submissions for "or equal" products which are submitted by the Contractor after award of the Contract must be made by the Contractor within ninety (90) calendar days after the date of award. Contractor agrees that it waives and relinquishes the right, claim or privilege, if any, to submit "or equal" proposals if such

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are made ninety (90) calendar days after the date of award of the Contract to the Contractor.

- b. 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.
- c. Where the Consultant pursuant to the provisions of this 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 Agreement, all such revision and redesign and all new Drawings and details required therefor shall be subject to the approval of the Consultant and shall be provided by the Contractor at its own cost and expense.

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.

- (3) Contractor agrees that the University may deduct from any application for payment made by the Contractor any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the University, together with a markup upon such hard costs in the amount of 15%, in the consideration or evaluation of any substitutions for methods, products or performance pursuant to this Section 2.20.

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 any time 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. 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

(1) Partial Completion

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

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Contractor that it accepts such portion of the work. Such action 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. The partial completion of any portion of the Contractor's work by the University, the Campus or the Consultant, shall not impact the assessment of liquidated damages or actual costs for delays or disruption to the Project caused by the Contractor, its subcontractors or vendors.

(2) Substantial Completion

When all the Work covered by the Contract is substantially completed, as defined in Section 1.01, 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. In the judgement of the University, should more than two (2) separate inspections of the Work be necessary, the Contractor agrees that the University may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the University together with a markup upon such hard costs in the amount of 15% for all such additional inspections.

The Contractor must fully, completely and acceptably perform all Punch List work and any other work subsequently discovered remaining to be completed or corrected, within ninety (90) calendar days of Substantial Completion or within such other timeframe stipulated by the University or Consultant. Failure to complete the Punch List within the time so designated hereunder may be deemed default on the part of the Contractor.

(3) Final 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. In the judgement of the University, should more than two (2) separate inspections of the Work be necessary, the Contractor agrees that the University may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the University together with a markup upon such hard costs in the amount of 15% for all such additional inspections.

Section 2.24 Record Drawings

(1) At the start of the Project, the format for Record Drawings shall be established by the University. 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 for hard copy format or electronic editing tool in contrasting color for electronic format, 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 anchorages 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, Field 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; (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; and (f) final make and model for all significant equipment and devices listed in the specifications. The Contractor shall also provide an electronic version as determined by the Consultant.

(2) Periodically during the work, the Consultant may request submission of a progress set of Record Drawings for review and advise the Contractor of errors or omissions, if any, that must be corrected or completed prior to final submission of the Record Drawings. Shop Drawings shall not be acceptable as Record Drawings.

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- (3) The Contractor shall submit the Record Drawings to the Consultant at least fifteen (15) days prior to the date of Substantial Completion. The Consultant will then review the Record Drawings and, if they shall determine that the Record Drawings represent the actual field construction being completed, they shall so advise the Contractor. If not satisfactory, the Record Drawings will be appropriately marked and returned to the Contractor for correction thereof, in which event the Contractor shall promptly correct and resubmit to the Consultant a corrected copy of the Record Drawings. Acceptance of the Record Drawings by the University is a condition precedent to the Contractor's entitlement to receive Final Payment.

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 becomes insolvent; or if
 - b. The Contractor makes an assignment for the benefit of creditors pursuant to the statutes of the State of New York; or if
 - c. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor; or if
 - d. A receiver or receivers are appointed to take charge of the Contractor's property or affairs; or if
 - e. The Contractor fails to commence work when notified to do so by the Consultant; or if
 - f. The Contractor shall abandon the work; or if
 - g. The Contractor shall refuse to proceed with the work or extra work when and as directed by the Consultant or the University; or if
 - h. 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
 - i. The Contractor shall sublet, assign, transfer convey, or otherwise dispose of the Contract other than as herein specified; or if

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- j. The University shall be of the opinion that 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
 - k. The University shall be of the opinion that the work cannot be completed within the time herein provided therefor 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
 - l. The work is not completed within the time herein provided therefor or within the time to which the Contractor may be entitled to have such completion extended; or if
 - m. The University shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this Agreement;
 - n. The University shall be of the opinion that the Contractor is not or has not been executing the Contract in good faith and in accordance with its terms; or if
 - o. 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.
- (2) Before the University shall exercise its right to declare the Contractor in default by reason of the conditions set forth in the above items *a, b, c, d, e, f, g, h, i, j, k, l, m, n* and *o*, 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.
- (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 certificate 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.

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- (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 applicable by law.

Section 2.27 Termination for Convenience

- (1) The performance of work under this Agreement 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. 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:
 - a. Discontinue all work and the placing of all orders for materials and facilities otherwise required for the performance thereof,
 - b. 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;
 - c. Take such action 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 cancelled. 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;
 - d. 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 foregoes reimbursement therefor;

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- e. 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:
- a. 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 allowability and amount of such expenditures.
 - b. 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.
 - c. 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.
 - d. 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 Sections 4.02 and 4.05A 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 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 this 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

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Time of Performance

Section 3.01 Commencement, Prosecution and Completion of Work

- (1) The Contractor agrees that it will begin the work herein embraced upon receipt of notice to proceed, unless the University consents in writing, to begin at a different date, and that it will prosecute the same with such diligence that all work covered by the Contract shall be substantially 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 Agreement and that all the work shall be prosecuted in such manner and with sufficient plant and forces to complete all work timely.

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 in accordance with the General Requirements, Special Conditions, Section paragraph titled "Project Schedule". Unless otherwise accepted by the University, the Time Progress Schedule shall be strictly adhered to by the Contractor. The time for substantial completion shall be on or before the time specified on page one of the Agreement.
- (2) 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.
- (3) 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 one of the Agreement, nor shall the exercise of the Consultant's or the University's right to reject any portion of the work, create or give rise to any claim, action or cause of action, legal, equitable or otherwise, against the Consultant or the University.
- 4) The failure of the Contractor to submit and maintain a Time Progress Schedule in accordance with the General Requirements shall be deemed to be a waiver by the Contractor of all claims for additional compensation or damages as a result of any condition which is an alleged cause of delay in the completion of the work.

Section 3.03 Time Progress Schedule for Shop Drawings and Samples

The Contractor shall include activities for preparation and submission of all Shop Drawings, mock-ups 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 or require Contractor to request an extension of time, 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) Contractor agrees that an express condition precedent to Contractor's entitlement to any extension of time on the project shall be full and complete compliance to the satisfaction of the University with the Contractor's obligations in Section 3.06, Contractor's Progress Reports. Failure to submit proper Contractor's progress reports in appropriate and timely fashion shall be deemed a waiver and relinquishment of any right, claim or privilege to obtain an extension of time for the performance of the Contractor's work.
- (3) 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.
- (4) Except as otherwise set forth in this Section 3.04 all procedures set forth in Sections 2.02 and 2.03 of this Agreement shall be complied with by the Contractor. Furthermore, full and complete compliance with the

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requirements of this Article III is a condition precedent to the Contractor's entitlement to receive an extension of time.

Section 3.05 Extension of Time

- (1) Within ten (10) working days after the commencement of any condition which is causing or may cause the Contractor to incur, require or otherwise need an extension of time, the Contractor shall notify the Consultant and the University of such condition. Full and complete compliance with this paragraph 3.05(1) is a condition precedent to the Contractor obtaining an extension of time for performance of any portion or all of its work.
- (2) 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 therefor by the Contractor to the University and the Consultant.
- (3) 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.
- (4) If such an application is made, the Contractor may 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).
- (5) The Contractor may, 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.
- (6) 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 material-men 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 an act, fault or omission.
- (7) 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.
- (8) 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.
- (9) The Contractor shall not be entitled to an extension of time for the performance of any or all of the Work set forth in allowances to the Contract. All allowance work shall be performed in accordance with the Contractor's schedule.

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 progress of the work, the percentage of each part of the work that has been finished, those parts of

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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. Contractor agrees that compliance with this Section 3.06 is an express condition precedent to the Contractor's right, claim or entitlement to obtain an extension of time for the performance of the Contractor's work. Failure to comply with this Section 3.06 shall be a waiver and relinquishment of all such rights, claims and privileges to request or obtain an extension of time for the performance of Contractor's work.

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 Agreement, subject to additions or deductions as provided herein, the sum of identified on page one of this agreement which sum is the amount of the Contract consideration.

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 or Field Order shall be determined by the University by one or more of the following methods:

- a. By applying the applicable price or prices set forth on the attached Schedule "I" of this Agreement or by applying a unit price agreed to by both parties. Subject to the provisions of Section 4.04, this method must be used if the Contract Documents contain applicable unit prices.
- b. 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. There is no markup on the premium portion of overtime labor. 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.

No overhead and profit shall be retained by the Contractor on the cost of work determined by the method provided in Subparagraph (1)a.

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 therefor 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.

- c. By determining the actual cost of the extra work in the same manner as in the above subdivision b except that actual costs of the Contractor shall be utilized in lieu of estimated costs. The University shall have the option to utilize 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.

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- (2) Irrespective of the method used or to be used by the University in determining the value of a Change Order or Field 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 in a format approved by the University.
- (3) Equipment Watch Rental Rate Blue Book (published online by Intertec Penton Media, Inc.) or other published rates as approved by the University in writing, will be utilized for the equipment rental pricing. 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 as follows: take the monthly rate listed in Equipment Watch 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. The Contractor will submit an actual rental invoice, or acceptable quotation from a bonafide equipment rental supplier for rented equipment when equipment is not owned by the Contractor. The equipment rental supplier cannot be an "affiliate" of the Contractor, nor in any way be related to the Contractor. If submitted invoices/quotations are acceptable to the University, the Contractor will be reimbursed the actual rental cost including sales tax and appropriate mark-up. If no listing of rates for an item of equipment is contained in Equipment Watch, the University shall determine the reasonable rate of rental of the particular item of equipment by such other means as it finds appropriate. The edition Equipment Watch to be used shall be that in effect on the date of the receipt of bids for this Agreement. None of the provisions of Equipment Watch shall be deemed referred to or included in this Agreement 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 therefor 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 or Field 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 Agreement, the University may 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 may calculate and determine the amount of the adjustment in the Contract consideration by estimating such costs. There is no markup on bond or insurance premium adjustment.

Section 4.04 Unit Prices

- (1) Except as otherwise provided in the second paragraph of this Section, the unit prices, set forth on the attached Schedule "I" of this Agreement, 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 whatsoever 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 said 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

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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 therefor set forth in said Schedule "I".

Section 4.05 Allowances

- (1) The Contractor acknowledges that the Contract consideration includes the allowances set forth on the attached Schedule "II" and "III" of this Agreement and, except for quantitative and field order 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 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 of the cash allowances listed below are 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 on the attached Schedule "I" of the Agreement, 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 Sections 4.02, 4.04 and 4.05A of the Agreement.

Section 4.05A Field Orders

When the Agreement contains a Field Order Allowance, the bid shall include the amount of such allowance. Said amount shall cover the cost of additional labor, materials and time for contingent activities within the scope of the Agreement as directed and described by the University in writing in a Field Order. The Field Order will include a description of the work and the method for determining the value of such work. The value of the work directed under this allowance will be determined by one or more of the provisions of Section 4.02. If the net cost(s) of all Field Orders issued are more or less than the specified amount of the allowance, the Contract sum will be adjusted by Change Order.

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 Agreement, 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, including but limited to the University's Job Order Contracting Program, 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 backcharge 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. The Contractor agrees that the University may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the University together with a markup upon such hard costs in the amount of 15% for services required in connection with the correction of such deficiency(ies).

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- (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 the Contractors proposal, as stated 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. The Contract Breakdown Summary shall be further broken down as required by the Consultant and the University. 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) Until such time that the Contract is approved by the University, 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 a retained amount equal to 5 percent thereof (i.e. retainage) , 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, , together with any back charges and offsets which are deemed necessary or likely to be incurred by the University as a result of any failure by the Contractor to fully, completely, accurately and timely perform its work, which it shall reserve from each such payment until all of the work covered by the Contract has been completed.

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- (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 and all required supporting documentation shall be submitted using the University's prescribed forms. The Contractor shall include with such applications reports detailing actual payments to minority and women-owned businesses who participate on University projects. 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;

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- b. The Consultant shall have inspected said materials and equipment and recommended payment therefor; 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 cancelled and that it will be automatically renewed upon expiration and continued in force unless the University is given thirty (30) days written notice to the contrary.
 - d. The Contractor shall develop and provide a preventive maintenance log for stored equipment when determined appropriate by the Consultant. The Contractor shall provide timely notification and opportunity for the Consultant and the University to view the Contractor's preventative maintenance efforts.
- (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 and/or additional time 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 whatsoever 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.

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- 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 be 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 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, 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.
- d. 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.

Section 4.19 Acceptance of Final Payment

- (1) The acceptance by the Contractor, or by any one 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.

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- (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 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 the completion date listed on page one of this agreement 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 therefor; 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

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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 Supreme Court of the State of New York in and for the County of Albany;
 - 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 shall have provided the University with an electronic version of any claims, including all required information and copies of all contractually required notices that the Contractor provided to the University and the Consultant throughout the duration of the Contract ;
 - c. Such action or proceeding by the Contractor shall be commenced within eighteen months after the date of substantial completion set by the University or its Consultant and issued in writing to the Contractor. Any action or proceeding not commenced within this time frame shall be dismissed with prejudice.
 - 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.
 - e. All claims and disputes which are subject to or related to this Agreement and the Project shall be subject to non-binding mediation, at the sole option and discretion of the University. Should the University at its sole option and in the exercise of its sole discretion elect to mediate under this clause, then a letter from the University indicating the completion of such mediation shall be a condition precedent to any litigation by Contractor against the University or the State of New York. In the absence of the University exercising its right to proceed to mediation, the condition precedent to any litigation against the University of the State of New York, shall be a letter citing that the University declines its rights under this clause. The costs of any mediation shall be paid equally by the parties to the mediation.
- (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.

Section 4.25 Electronic Payments

The Contractor shall provide complete and accurate payment applications in order to receive payment. Payment applications submitted must contain all information and supporting documentation required by the University. Payment for applications submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the University's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the Office of the State Comptroller's 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 Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the University has expressly authorized payment by paper check as set forth above.

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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 and OSHA and with all valid rules and regulations thereunder. 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 therefor in accordance with the provisions of Section 4.02.

Section 5.04 Fire Safety

- (1) If the existing building is to be partially occupied during the course of the project, all existing exits except those shown for closure, fire walls, fire barriers and fire protection systems shall be continuously maintained in the occupied phases in compliance with the Fire Code of New York State and as required by NFPA 241 and as recommended in its Annex A, Explanatory Material, or other measures must be taken which in the opinion of the Consultant will provide equal safety. Those portions occupied by the campus must be available for their use 24 hours 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. Prior to removal of existing fire walls, fire barriers and fire protection systems, if such removal is part of the work, install equivalent temporary fire walls, fire barriers and fire protection systems. 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. Install permanent fire walls, fire barriers and fire protection systems, if provided as part of the work, as soon as practical and as required by NFPA 241 and as recommended in its Annex A, Explanatory Material.
- (2) Solid fuel salamanders and heaters shall not be used by the Contractor or any of its subcontractors. 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) To the fullest extent permitted by law, 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

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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, material man 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 finally 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.
- (2) To the fullest extent permitted by law, 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 Compensation and Liability 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.

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- 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:
- 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 {insert value}

NOTE TO CAMPUS (delete this text once the insurance requirement is inserted into the contract):

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- (1) For contracts with a total contract value less than \$10,000,000
 - a. \$2,000,000 each occurrence; \$2,000,000 general aggregate; and products/completed operations with an aggregate limit of \$2,000,000.
 - (2) For contracts with a total contract value more than \$10,000,000 up to \$50,000,000
 - a. \$5,000,000 each occurrence; \$5,000,000 general aggregate; and products/completed operations with an aggregate limit of \$5,000,000.
 - (3) For contracts with a total contract value more than \$50,000,000
 - a. \$10,000,000 each occurrence; \$10,000,000 general aggregate; and products/completed operations with an aggregate limit of \$10,000,000; or limits in excess of \$10,000,000 as determined by the University.
- b. Workers Compensation and Disability Benefits as required by New York State.
- 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. 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, their trustees, officers, agents or employees, with respect to all operations under the 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 omissions and supervisory acts of the former. Said insurance 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.

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Section 5.07 Builder's Risk

- (1) The Contractor shall procure and maintain, at its own cost and expense, until final acceptance of all work covered by this Agreement 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. In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the insurance company. 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 University, the Contractor and its subcontractors, as their interests may appear, shall be named as the parties insured under said policy.
- (5) 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.
- (6) 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.
- (7) 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 Agreement or to be a limitation on the nature or extent of such obligations and risks.
- (8) 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.

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 this Section or in this Agreement shall create or give to third parties, except the Dormitory Authority of the State of New York, the State of New York and the State University Construction Fund any claim or right of action against

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the Contractor, the Consultant, the State University of New York, the State University Construction Fund, the Dormitory Authority of the State of New York, or the State of New York and beyond such as may legally exist irrespective of this Section or this Agreement.

Article VI

Minority and Women's Business Enterprises (MWBEs) / Equal Employment Opportunity (EEO) Provisions

The University is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

The requirements for the MWBE and EEO programs 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 Agreement 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 applicable 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 Agreement shall forthwith be physically amended to make such insertion or correction.

Section 7.02 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 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.

Article VIII

Vendor Responsibility

- (1) The Contractor shall at all times during the Agreement term remain responsible. The Contractor shall provide the University with written notice as required by this Article of any issues impacting its responsibility, which shall minimally include updated responses to the it's filed vendor responsibility questionnaire. The Contractor agrees, if requested by the University, 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.
- (2) The University, at its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when the University 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. Agreement activity may resume at such time as the University issues a written notice authorizing a resumption of performance under the Agreement.
- (3) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate University officials or staff, the Contractor may be terminated by the University at the Contractor's expense where the Contractor is determined by the University to be non-responsible. In such event, the University may complete

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the contractual requirements in any manner that the University may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall termination of the Contract by the University be deemed a breach by the University thereof, nor shall the University be liable for any damages or lost profits or otherwise, which may be sustained by Contractor as a result of such termination.

Article IX
Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Article 17-B of New York State Executive Law acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, the Contractor for the Project and Work defined in this Agreement, agrees to, at no additional cost to the University, fully comply and cooperate with the University's implementation of New York State Executive Law Article 17-B and provide opportunities for SDVOBs in the fulfillment of the requirements of this Agreement. SDVOBs can be readily identified on the directory of certified businesses at: http://www.ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf.

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In accordance with the Memorandum of Understanding (MOU) dated as of August 15, 2019 by and between the Governor, the Office of State Comptroller (State Comptroller), the University and other entities, certain University contracts (Covered Contracts) are subject to review by the State Comptroller.

As such a Covered Contract, the State shall have no liability under this Agreement and this Agreement is not valid, effective or binding until it has been approved by the State Comptroller and filed in his or her office; provided however that if the State Comptroller does not approve or reject this Agreement within the time period specified in the MOU, then this Agreement shall be valid and enforceable without such approval.

This Agreement may be amended only upon the mutual written consent of the Parties, and with the approval of the New York Attorney General and the Office of the State Comptroller if such approval is required.

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, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Contract Number: *Insert Contract Number*

Insert Contractor Name

STATE UNIVERSITY OF NEW YORK

Sign: _____ Date: _____

Sign: _____ Date: _____

Print: _____

Print: _____

Title: _____

Title: _____

APPROVED BY ATTORNEY GENERAL:

**APPROVED BY OFFICE OF THE STATE
COMPTROLLER:**

_____ Date: _____

_____ Date: _____

By:

By:

For Contracts that do not require AG and OSC approval in accordance with the MOU, Campuses should delete those signature lines.

If Corporation, affix Corporate Seal

ACKNOWLEDGMENTS

(ACKNOWLEDGMENT BY AN INDIVIDUAL)

Public

Notary

Public

Notary

Notary Public

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Schedule I, II, III

SCHEDULE I

Unit Prices

Refer to Section 4.04 of the Agreement for additional information.

| <u>Work or Material Description</u> | <u>Amount in Words</u> | <u>Amount in Figures</u> |
|---|------------------------|--------------------------|
|---|------------------------|--------------------------|

Insert information as appropriate or state "none"

SCHEDULE II Allowance(s)

Refer to Section 4.05 of the Agreement for additional information. The amount(s) indicated below shall be included in the Total Bid amount and their total indicated on the Proposal in the space provided.

| <u>Work or Material Description</u> | <u>Amount in Words</u> | <u>Amount in Figures</u> |
|---|------------------------|--------------------------|
|---|------------------------|--------------------------|

Insert information as appropriate or state "none"

SCHEDULE III Field Order Allowance

Refer to Section 4.05A of the Agreement for additional information. The amount indicated below shall be included in the Total Bid amount and indicated on the Proposal in the space provided

Insert information as appropriate or state "none"

(in words)

(in figures)

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Exhibit A

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Exhibit A-1

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State or State University of New York, whether a Contractor, licensor, licensee, lessor, lessee or any other party; the State University of New York shall hereinafter be referred to as "SUNY"):

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law and Section 355 of the Education Law, if this contract exceeds \$250,000, or, if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State, and the State shall bear no liability, until it has been approved by the State Comptroller and filed in his or her office, or the pertinent pre-audit review period has elapsed. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State- approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 *et seq.*) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as SUNY and any other agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to SUNY or the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of SUNY contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at SUNY's request, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

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

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

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

20. OMNIBUS PROCUREMENT ACT OF 1992.

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business

Albany, NY 12245
Tel: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414

email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to SUNY;

(b) The Contractor has complied with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset

credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain.

NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa; State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

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

26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this contract is a contract as defined by Tax Law § 5-a, if the Contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the contract, if SUNY determines that such action is in the best interests of the State.

27. IRAN DIVESTMENT ACT. By entering into this contract, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this contract, it must provide the same certification at the time the contract is renewed or extended. Contractor also agrees that any proposed Assignee of this contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the contract, should SUNY receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, SUNY will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then SUNY shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

28. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

29. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

30. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

31. Hospital Retained Authority: Hospital Retained Authority: The Hospital retains direct, independent authority over the appointment and/or dismissal, in its sole discretion, of the facility's management level employees (including but not limited to, the Facility/Service Administrator/Director, the Medical Director, the Director of Nursing, the Chief Executive Officer, the Chief Financial Officer and the Chief Operating Officer) and all licensed or certified health care staff. The Hospital retains the right to adopt and approve, at its sole discretion, the facility's operating and capital budgets. The Hospital retains independent control over and physical possession of the facility's books and records. The Hospital retains independent control over and physical possession of the facility's operating policies and procedures. The Hospital retains full authority and responsibility for, and control over, the operations and management of the facility. The Hospital retains the right and authority to independently adopt, approve and enforce, in its sole discretion, policies affecting the facility's delivery of health care services. The Hospital retains the right to independently adopt, approve and enforce, at its sole discretion, the disposition of assets and authority to incur debts. The Hospital retains the right to approve, at its sole discretion, contracts for administrative services, management and/or clinical services. The Hospital retains the right to approve, at its sole discretion, any facility debt. The Hospital retains the right to approve, at its sole

discretion, settlements of administrative proceeding or litigation to which the facility is a party. No powers specifically reserved to the Hospital may be delegated to, or shared by, the Contractor or any other person. In addition, if there is any disagreement between the parties to this Agreement regarding control between the Hospital and the Contractor, the terms of this Section shall control.

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 a 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; (c) and (d) 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 fifteen million dollars (\$15,000,000), 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 fifteen million dollars (\$15,000,000.00) 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. MWBE Contractor Compliance Report.

Contractor is required to submit an MWBE Contractor Compliance Report (Form 7557-112) 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. Compliance Reports for construction contracts (Form 7557-110) must be submitted on a monthly basis.

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 30% percent (4%) for Certified Minority-Owned Business Enterprises and (26%) percent 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.

FIELD ORDER PROPOSAL**Project No:** _____**No overhead or profit is to be included for field orders in accordance with Section 4.05 of the Construction Agreement****CHANGE DESCRIPTION:**

| |
|--|
| |
|--|

Contractor Name: _____
 Address: _____
 Telephone No.: _____

Date: _____
 Contract No.: _____
 Field Order No.: _____
 Change Proposal No.: _____

SECTION A: CONTRACTOR WORK**Round Totals to Nearest Dollar***SUNY Revisions*

1. Total Contractor Labor
2. Total Contractor Material
3. Total Contractor Equipment
4. Total Unit Price Costs
5. SUBTOTAL (Total lines 1 thru 4)
6. Total Premium Portion of Contractor Labor
7. **CONTRACTOR TOTAL** (Total lines 5 & 6)

| | | |
|----|---|--|
| | | |
| | | |
| | | |
| | | |
| \$ | - | |
| | | |
| \$ | - | |

SECTION B: SUBCONTRACTOR WORK(Provide a separate form **for each** Subcontractor.)**Round Totals to Nearest Dollar**

8. Names of Subcontractors:

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____

9. TOTAL SUBCONTRACTOR PROPOSALS (Total lines A thru F)
10. Contractor's Override on Subs' Proposals:
 - 11a. 10% of first \$10,000 of line 10 (\$1,000 maximum)
 - 11b. 5% of next \$90,000 of line 10 (\$4,500 maximum)
 - 11c. 3% of sum in excess of \$100,000 of line 10
11. Total Premium Portion of Subcontractor Labor
12. **SUBCONTRACTOR TOTAL**

| | | |
|----|---|--|
| | | |
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| | | |
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| | | |
| \$ | - | |
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| \$ | - | |
| | | |
| \$ | - | |

SECTION C: TOTAL CONTRACT UNIT PRICE(S)

13.

SECTION D: CONTRACTOR'S REQUESTED TOTAL**Round Totals to Nearest Dollar****AMOUNT REQUESTED**

(Total lines 7, 12, and 13)

14.

| | | |
|----|---|--|
| \$ | - | |
|----|---|--|

Contractor's Signature _____ Date _____

Print Name of Authorized Representative _____

Print Title _____

Print name of Contact Person (if different) _____

Phone No. (if different from above) _____

SECTION E: PROJECT COORDINATOR'S COMMENTS:

| |
|--|
| |
|--|

Contractor Instructions: Complete fields shaded in red. If a detailed change description is requested attach one to this form. Sign and date the form and submit to your Campus Representative.



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:

SUNY
Cortland
Kristi Hughston, MWBE Program Coordinator
Miller Building, Room 309
PO Box 2000
Cortland, NY 13045
Fax: 607-753-5486
Tel: 607-753-2582
Email: Kristi.Hughston@cortland.edu

- 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

MBE/WBE CONTRACTOR PARTICIPATION QUOTE

Campus/Prime Contractor _____

Re: Contract # _____

Address _____

Recipient _____

TO: _____
(Name of Campus/Prime Contractor)

_____ proposes to perform the work as follows:
(Name of M/WBE Firm)

(Specify in detail the particular work items to be performed and associated dollar amounts):

| TYPE OF WORK | UNIT PRICE | DOLLAR AMOUNT |
|--------------|------------|---------------|
| | | |

NAME OF MBE/WBE COMPANY

SIGNATURE OF MBE/WBE REPRESENTATIVE

DATE

**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.

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: _____

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:

Address:

City, State, Zip Code:

Telephone No.:

Authorized Representative:

Authorized Signature:

Federal Identification No.:

Location of Work: SUNY at _____

Project No.:

M/WBE Goals in the Contract: MBE % WBE %

EEO Goals in the Contract: MBE % WBE %

| 1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No. | 2. Classification | 3. Federal ID No. | 4. Detailed Description of Work (Attach additional sheets, if necessary) | 5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract. |
|--|--|-------------------|---|---|
| 1. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| 2. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| 3. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| 4. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| 5. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| 6. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| 7. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |

| | | | | | |
|--|--|--|--|-----------------------|--------------|
| 8. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | | |
| 9. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | | |
| 6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (M/WBE 104). | | | | | |
| PREPARED BY (Signature): DATE: NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT. | | | TELEPHONE NO.: | EMAIL ADDRESS: | |
| | | | FOR M/WBE USE ONLY | | |
| | | | REVIEWED BY: | | DATE: |
| | | | UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No.: _____ Project No. (if applicable): _____ Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ Description of Work: _____ NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO 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. For construction, except for contracts of \$100,000 or less, the three lowest bidders shall submit to the University for its approval an EEO Staffing Plan within seven (7) calendar days after the opening of bids. 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

EEO-1 JOB CLASSIFICATION GUIDE,2014

(Effective beginning with the 2014 EEO-1 survey)

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|--------------------------|---|------------------------|------------------------|
| Exec/Senior Offs & Mgrs. | Chief Executives *** (See Details in Bottom Note) | 11-1011 | 0010 |
| First/Mid Offs & Mgrs. | General and Operations Managers | 11-1021 | 0020 |
| First/Mid Offs & Mgrs. | Advertising and Promotions Managers | 11-2011 | 0040 |
| First/Mid Offs & Mgrs. | Marketing Managers | 11-2021 | 0050 |
| First/Mid Offs & Mgrs. | Sales Managers | 11-2022 | 0050 |
| First/Mid Offs & Mgrs. | Public Relations and Fundraising Managers | 11-2031 | 0060 |
| First/Mid Offs & Mgrs. | Administrative Services Managers | 11-3011 | 0100 |
| First/Mid Offs & Mgrs. | Computer and Information Systems Managers | 11-3021 | 0110 |
| First/Mid Offs & Mgrs. | Financial Managers | 11-3031 | 0120 |
| First/Mid Offs & Mgrs. | Industrial Production Managers | 11-3051 | 0140 |
| First/Mid Offs & Mgrs. | Purchasing Managers | 11-3061 | 0150 |
| First/Mid Offs & Mgrs. | Transportation, Storage, and Distribution Managers | 11-3071 | 0160 |
| First/Mid Offs & Mgrs. | Compensation and Benefits Managers | 11-3111 | 0135 |
| First/Mid Offs & Mgrs. | Human Resources Managers | 11-3121 | 0136 |
| First/Mid Offs & Mgrs. | Training and Development Managers | 11-3131 | 0137 |
| First/Mid Offs & Mgrs. | Farmers, Ranchers, and Other Agricultural Managers | 11-9013 | 0205 |
| First/Mid Offs & Mgrs. | Construction Managers | 11-9021 | 0220 |
| First/Mid Offs & Mgrs. | Education Administrators, Preschool and Childcare Center/Program | 11-9031 | 0230 |
| First/Mid Offs & Mgrs. | Education Administrators, Elementary and Secondary School | 11-9032 | 0230 |
| First/Mid Offs & Mgrs. | Education Administrators, Postsecondary | 11-9033 | 0230 |
| First/Mid Offs & Mgrs. | Education Administrators, All Other | 11-9039 | 0230 |
| First/Mid Offs & Mgrs. | Architectural and Engineering Managers | 11-9041 | 0300 |
| First/Mid Offs & Mgrs. | Food Service Managers | 11-9051 | 0310 |
| First/Mid Offs & Mgrs. | Funeral Service Managers | 11-9061 | 0430 |
| First/Mid Offs & Mgrs. | Gaming Managers | 11-9071 | 0330 |
| First/Mid Offs & Mgrs. | Lodging Managers | 11-9081 | 0340 |
| First/Mid Offs & Mgrs. | Medical and Health Services Managers | 11-9111 | 0350 |
| First/Mid Offs & Mgrs. | Natural Sciences Managers | 11-9121 | 0360 |
| First/Mid Offs & Mgrs. | Postmasters and Mail Superintendents | 11-9131 | 0430 |
| First/Mid Offs & Mgrs. | Property, Real Estate, and Community Association Managers | 11-9141 | 0410 |
| First/Mid Offs & Mgrs. | Social and Community Service Managers | 11-9151 | 0420 |
| First/Mid Offs & Mgrs. | Emergency Management Directors | 11-9161 | 0425 |
| First/Mid Offs & Mgrs. | Managers, All Other | 11-9199 | 0430 |
| First/Mid Offs & Mgrs. | Morticians, Undertakers, and Funeral Directors | 39-4031 | 4465 |
| Professionals | Agents and Business Managers of Artists, Performers, and Athletes | 13-1011 | 0500 |
| Professionals | Buyers and Purchasing Agents, Farm Products | 13-1021 | 0510 |
| Professionals | Wholesale and Retail Buyers, Except Farm Products | 13-1022 | 0520 |
| Professionals | Purchasing Agents, Except Wholesale, Retail, and Farm Products | 13-1023 | 0530 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|------------------------|--|-------------------------------|-------------------------------|
| Professionals | Claims Adjusters, Examiners, and Investigators | 13-1031 | 0540 |
| Professionals | Insurance Appraisers, Auto Damage | 13-1032 | 0540 |
| Professionals | Compliance Officers | 13-1041 | 0565 |
| Professionals | Cost Estimators | 13-1051 | 0600 |
| Professionals | Human Resources Specialists | 13-1071 | 0630 |
| Professionals | Farm Labor Contractors | 13-1074 | 0630 |
| Professionals | Labor Relations Specialists | 13-1075 | 0630 |
| Professionals | Logisticians | 13-1081 | 0700 |
| Professionals | Management Analysts | 13-1111 | 0710 |
| Professionals | Meeting, Convention, and Event Planners | 13-1121 | 0725 |
| Professionals | Fundraisers | 13-1131 | 0726 |
| Professionals | Compensation, Benefits, and Job Analysis Specialists | 13-1141 | 0640 |
| Professionals | Training and Development Specialists | 13-1151 | 0650 |
| Professionals | Market Research Analysts and Marketing Specialists | 13-1161 | 0735 |
| Professionals | Business Operations Specialists, All Other | 13-1199 | 0740 |
| Professionals | Accountants and Auditors | 13-2011 | 0800 |
| Professionals | Appraisers and Assessors of Real Estate | 13-2021 | 0810 |
| Professionals | Budget Analysts | 13-2031 | 0820 |
| Professionals | Credit Analysts | 13-2041 | 0830 |
| Professionals | Financial Analysts | 13-2051 | 0840 |
| Professionals | Personal Financial Advisors | 13-2052 | 0850 |
| Professionals | Insurance Underwriters | 13-2053 | 0860 |
| Professionals | Financial Examiners | 13-2061 | 0900 |
| Professionals | Credit Counselors | 13-2071 | 0910 |
| Professionals | Loan Officers | 13-2072 | 0910 |
| Professionals | Tax Examiners and Collectors, and Revenue Agents | 13-2081 | 0930 |
| Professionals | Tax Preparers | 13-2082 | 0940 |
| Professionals | Financial Specialists, All Other | 13-2099 | 0950 |
| Professionals | Computer and Information Research Scientists | 15-1111 | 1005 |
| Professionals | Computer Systems Analysts | 15-1121 | 1006 |
| Professionals | Information Security Analysts | 15-1122 | 1007 |
| Professionals | Computer Programmers | 15-1131 | 1010 |
| Professionals | Software Developers, Applications | 15-1132 | 1020 |
| Professionals | Software Developers, Systems Software | 15-1133 | 1020 |
| Professionals | Web Developers | 15-1134 | 1030 |
| Professionals | Database Administrators | 15-1141 | 1060 |
| Professionals | Network and Computer Systems Administrators | 15-1142 | 1105 |
| Professionals | Computer Network Architects | 15-1143 | 1106 |
| Professionals | Computer User Support Specialists | 15-1151 | 1050 |
| Professionals | Computer Network Support Specialists | 15-1152 | 1050 |
| Professionals | Computer Occupations, All Other | 15-1199 | 1107 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|-----------------|--|------------------------|------------------------|
| Professionals | Actuaries | 15-2011 | 1200 |
| Professionals | Mathematicians | 15-2021 | 1240 |
| Professionals | Operations Research Analysts | 15-2031 | 1220 |
| Professionals | Statisticians | 15-2041 | 1240 |
| Professionals | Mathematical Technicians | 15-2091 | 1240 |
| Professionals | Mathematical Science Occupations, All Other | 15-2099 | 1240 |
| Professionals | Architects, Except Landscape and Naval | 17-1011 | 1300 |
| Professionals | Landscape Architects | 17-1012 | 1300 |
| Professionals | Cartographers and Photogrammetrists | 17-1021 | 1310 |
| Professionals | Surveyors | 17-1022 | 1310 |
| Professionals | Aerospace Engineers | 17-2011 | 1320 |
| Professionals | Agricultural Engineers | 17-2021 | 1340 |
| Professionals | Biomedical Engineers | 17-2031 | 1340 |
| Professionals | Chemical Engineers | 17-2041 | 1350 |
| Professionals | Civil Engineers | 17-2051 | 1520 |
| Professionals | Computer Hardware Engineers | 17-2061 | 1400 |
| Professionals | Electrical Engineers | 17-2071 | 1410 |
| Professionals | Electronics Engineers, Except Computer | 17-2072 | 1410 |
| Professionals | Environmental Engineers | 17-2081 | 1420 |
| Professionals | Health and Safety Engineers, Except Mining Safety Engineers and Inspectors | 17-2111 | 1430 |
| Professionals | Industrial Engineers | 17-2112 | 1430 |
| Professionals | Marine Engineers and Naval Architects | 17-2121 | 1440 |
| Professionals | Materials Engineers | 17-2131 | 1450 |
| Professionals | Mechanical Engineers | 17-2141 | 1460 |
| Professionals | Mining and Geological Engineers, Including Mining Safety Engineers | 17-2151 | 1520 |
| Professionals | Nuclear Engineers | 17-2161 | 1530 |
| Professionals | Petroleum Engineers | 17-2171 | 1520 |
| Professionals | Engineers, All Other | 17-2199 | 1530 |
| Professionals | Animal Scientists | 19-1011 | 1600 |
| Professionals | Food Scientists and Technologists | 19-1012 | 1600 |
| Professionals | Soil and Plant Scientists | 19-1013 | 1600 |
| Professionals | Biochemists and Biophysicists | 19-1021 | 1610 |
| Professionals | Microbiologists | 19-1022 | 1610 |
| Professionals | Zoologists and Wildlife Biologists | 19-1023 | 1610 |
| Professionals | Biological Scientists, All Other | 19-1029 | 1610 |
| Professionals | Conservation Scientists | 19-1031 | 1640 |
| Professionals | Foresters | 19-1032 | 1640 |
| Professionals | Epidemiologists | 19-1041 | 1650 |
| Professionals | Medical Scientists, Except Epidemiologists | 19-1042 | 1650 |
| Professionals | Life Scientists, All Other | 19-1099 | 1650 |
| Professionals | Astronomers | 19-2011 | 1700 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|------------------------|--|-------------------------------|-------------------------------|
| Professionals | Physicists | 19-2012 | 1700 |
| Professionals | Atmospheric and Space Scientists | 19-2021 | 1710 |
| Professionals | Chemists | 19-2031 | 1720 |
| Professionals | Materials Scientists | 19-2032 | 1720 |
| Professionals | Environmental Scientists and Specialists, Including Health | 19-2041 | 1740 |
| Professionals | Geoscientists, Except Hydrologists and Geographers | 19-2042 | 1740 |
| Professionals | Hydrologists | 19-2043 | 1740 |
| Professionals | Physical Scientists, All Other | 19-2099 | 1760 |
| Professionals | Economists | 19-3011 | 1800 |
| Professionals | Survey Researchers | 19-3022 | 1860 |
| Professionals | Clinical, Counseling, and School Psychologists | 19-3031 | 1820 |
| Professionals | Industrial-Organizational Psychologists | 19-3032 | 1820 |
| Professionals | Psychologists, All Other | 19-3039 | 1820 |
| Professionals | Sociologists | 19-3041 | 1860 |
| Professionals | Urban and Regional Planners | 19-3051 | 1840 |
| Professionals | Anthropologists and Archeologists | 19-3091 | 1860 |
| Professionals | Geographers | 19-3092 | 1860 |
| Professionals | Historians | 19-3093 | 1860 |
| Professionals | Political Scientists | 19-3094 | 1860 |
| Professionals | Social Scientists and Related Workers, All Other | 19-3099 | 1860 |
| Professionals | Substance Abuse and Behavioral Disorder Counselors | 21-1011 | 2000 |
| Professionals | Educational, Guidance, School, and Vocational Counselors | 21-1012 | 2000 |
| Professionals | Marriage and Family Therapists | 21-1013 | 2000 |
| Professionals | Mental Health Counselors | 21-1014 | 2000 |
| Professionals | Rehabilitation Counselors | 21-1015 | 2000 |
| Professionals | Counselors, All Other | 21-1019 | 2000 |
| Professionals | Child, Family, and School Social Workers | 21-1021 | 2010 |
| Professionals | Healthcare Social Workers | 21-1022 | 2010 |
| Professionals | Mental Health and Substance Abuse Social Workers | 21-1023 | 2010 |
| Professionals | Social Workers, All Other | 21-1029 | 2010 |
| Professionals | Health Educators | 21-1091 | 2025 |
| Professionals | Probation Officers and Correctional Treatment Specialists | 21-1092 | 2015 |
| Professionals | Community Health Workers | 21-1094 | 2025 |
| Professionals | Community and Social Service Specialists, All Other | 21-1099 | 2025 |
| Professionals | Clergy | 21-2011 | 2040 |
| Professionals | Directors, Religious Activities and Education | 21-2021 | 2050 |
| Professionals | Religious Workers, All Other | 21-2099 | 2060 |
| Professionals | Lawyers | 23-1011 | 2100 |
| Professionals | Judicial Law Clerks | 23-1012 | 2105 |
| Professionals | Administrative Law Judges, Adjudicators, and Hearing Officers | 23-1021 | 2100 |
| Professionals | Arbitrators, Mediators, and Conciliators | 23-1022 | 2100 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|-----------------|--|------------------------|------------------------|
| Professionals | Judges, Magistrate Judges, and Magistrates | 23-1023 | 2100 |
| Professionals | Business Teachers, Postsecondary | 25-1011 | 2200 |
| Professionals | Computer Science Teachers, Postsecondary | 25-1021 | 2200 |
| Professionals | Mathematical Science Teachers, Postsecondary | 25-1022 | 2200 |
| Professionals | Architecture Teachers, Postsecondary | 25-1031 | 2200 |
| Professionals | Engineering Teachers, Postsecondary | 25-1032 | 2200 |
| Professionals | Agricultural Sciences Teachers, Postsecondary | 25-1041 | 2200 |
| Professionals | Biological Science Teachers, Postsecondary | 25-1042 | 2200 |
| Professionals | Forestry and Conservation Science Teachers, Postsecondary | 25-1043 | 2200 |
| Professionals | Atmospheric, Earth, Marine, and Space Sciences Teachers, Postsecondary | 25-1051 | 2200 |
| Professionals | Chemistry Teachers, Postsecondary | 25-1052 | 2200 |
| Professionals | Environmental Science Teachers, Postsecondary | 25-1053 | 2200 |
| Professionals | Physics Teachers, Postsecondary | 25-1054 | 2200 |
| Professionals | Anthropology and Archeology Teachers, Postsecondary | 25-1061 | 2200 |
| Professionals | Area, Ethnic, and Cultural Studies Teachers, Postsecondary | 25-1062 | 2200 |
| Professionals | Economics Teachers, Postsecondary | 25-1063 | 2200 |
| Professionals | Geography Teachers, Postsecondary | 25-1064 | 2200 |
| Professionals | Political Science Teachers, Postsecondary | 25-1065 | 2200 |
| Professionals | Psychology Teachers, Postsecondary | 25-1066 | 2200 |
| Professionals | Sociology Teachers, Postsecondary | 25-1067 | 2200 |
| Professionals | Social Sciences Teachers, Postsecondary, All Other | 25-1069 | 2200 |
| Professionals | Health Specialties Teachers, Postsecondary | 25-1071 | 2200 |
| Professionals | Nursing Instructors and Teachers, Postsecondary | 25-1072 | 2200 |
| Professionals | Education Teachers, Postsecondary | 25-1081 | 2200 |
| Professionals | Library Science Teachers, Postsecondary | 25-1082 | 2200 |
| Professionals | Criminal Justice and Law Enforcement Teachers, Postsecondary | 25-1111 | 2200 |
| Professionals | Law Teachers, Postsecondary | 25-1112 | 2200 |
| Professionals | Social Work Teachers, Postsecondary | 25-1113 | 2200 |
| Professionals | Art, Drama, and Music Teachers, Postsecondary | 25-1121 | 2200 |
| Professionals | Communications Teachers, Postsecondary | 25-1122 | 2200 |
| Professionals | English Language and Literature Teachers, Postsecondary | 25-1123 | 2200 |
| Professionals | Foreign Language and Literature Teachers, Postsecondary | 25-1124 | 2200 |
| Professionals | History Teachers, Postsecondary | 25-1125 | 2200 |
| Professionals | Philosophy and Religion Teachers, Postsecondary | 25-1126 | 2200 |
| Professionals | Graduate Teaching Assistants | 25-1191 | 2200 |
| Professionals | Home Economics Teachers, Postsecondary | 25-1192 | 2200 |
| Professionals | Recreation and Fitness Studies Teachers, Postsecondary | 25-1193 | 2200 |
| Professionals | Vocational Education Teachers, Postsecondary | 25-1194 | 2200 |
| Professionals | Postsecondary Teachers, All Other | 25-1199 | 2200 |
| Professionals | Preschool Teachers, Except Special Education | 25-2011 | 2300 |
| Professionals | Kindergarten Teachers, Except Special Education | 25-2012 | 2300 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|-----------------|---|------------------------|------------------------|
| Professionals | Elementary School Teachers, Except Special Education | 25-2021 | 2310 |
| Professionals | Middle School Teachers, Except Special and Career/Technical Education | 25-2022 | 2310 |
| Professionals | Career/Technical Education Teachers, Middle School | 25-2023 | 2310 |
| Professionals | Secondary School Teachers, Except Special and Career/Technical Education | 25-2031 | 2320 |
| Professionals | Career/Technical Education Teachers, Secondary School | 25-2032 | 2320 |
| Professionals | Special Education Teachers, Preschool | 25-2051 | 2330 |
| Professionals | Special Education Teachers, Kindergarten and Elementary School | 25-2052 | 2330 |
| Professionals | Special Education Teachers, Middle School | 25-2053 | 2330 |
| Professionals | Special Education Teachers, Secondary School | 25-2054 | 2330 |
| Professionals | Special Education Teachers, All Other | 25-2059 | 2330 |
| Professionals | Adult Basic and Secondary Education and Literacy Teachers and Instructors | 25-3011 | 2340 |
| Professionals | Self-Enrichment Education Teachers | 25-3021 | 2340 |
| Professionals | Teachers and Instructors, All Other | 25-3099 | 2340 |
| Professionals | Archivists | 25-4011 | 2400 |
| Professionals | Curators | 25-4012 | 2400 |
| Professionals | Museum Technicians and Conservators | 25-4013 | 2400 |
| Professionals | Librarians | 25-4021 | 2430 |
| Professionals | Audio-Visual and Multimedia Collections Specialists | 25-9011 | 2550 |
| Professionals | Farm and Home Management Advisors | 25-9021 | 2550 |
| Professionals | Instructional Coordinators | 25-9031 | 2550 |
| Professionals | Education, Training, and Library Workers, All Other | 25-9099 | 2550 |
| Professionals | Art Directors | 27-1011 | 2600 |
| Professionals | Craft Artists | 27-1012 | 2600 |
| Professionals | Fine Artists, Including Painters, Sculptors, and Illustrators | 27-1013 | 2600 |
| Professionals | Multimedia Artists and Animators | 27-1014 | 2600 |
| Professionals | Artists and Related Workers, All Other | 27-1019 | 2600 |
| Professionals | Commercial and Industrial Designers | 27-1021 | 2630 |
| Professionals | Fashion Designers | 27-1022 | 2630 |
| Professionals | Floral Designers | 27-1023 | 2630 |
| Professionals | Graphic Designers | 27-1024 | 2630 |
| Professionals | Interior Designers | 27-1025 | 2630 |
| Professionals | Merchandise Displayers and Window Trimmers | 27-1026 | 2630 |
| Professionals | Set and Exhibit Designers | 27-1027 | 2630 |
| Professionals | Designers, All Other | 27-1029 | 2630 |
| Professionals | Actors | 27-2011 | 2700 |
| Professionals | Producers and Directors | 27-2012 | 2710 |
| Professionals | Athletes and Sports Competitors | 27-2021 | 2720 |
| Professionals | Coaches and Scouts | 27-2022 | 2720 |
| Professionals | Umpires, Referees, and Other Sports Officials | 27-2023 | 2720 |
| Professionals | Dancers | 27-2031 | 2740 |
| Professionals | Choreographers | 27-2032 | 2740 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|-----------------|---|------------------------|------------------------|
| Professionals | Music Directors and Composers | 27-2041 | 2750 |
| Professionals | Musicians and Singers | 27-2042 | 2750 |
| Professionals | Entertainers and Performers, Sports and Related Workers, All Other | 27-2099 | 2760 |
| Professionals | Radio and Television Announcers | 27-3011 | 2800 |
| Professionals | Public Address System and Other Announcers | 27-3012 | 2800 |
| Professionals | Broadcast News Analysts | 27-3021 | 2810 |
| Professionals | Reporters and Correspondents | 27-3022 | 2810 |
| Professionals | Public Relations Specialists | 27-3031 | 2825 |
| Professionals | Editors | 27-3041 | 2830 |
| Professionals | Technical Writers | 27-3042 | 2840 |
| Professionals | Writers and Authors | 27-3043 | 2850 |
| Professionals | Interpreters and Translators | 27-3091 | 2860 |
| Professionals | Media and Communication Workers, All Other | 27-3099 | 2860 |
| Professionals | Photographers | 27-4021 | 2910 |
| Professionals | Camera Operators, Television, Video, and Motion Picture | 27-4031 | 2920 |
| Professionals | Film and Video Editors | 27-4032 | 2920 |
| Professionals | Chiropractors | 29-1011 | 3000 |
| Professionals | Dentists, General | 29-1021 | 3010 |
| Professionals | Oral and Maxillofacial Surgeons | 29-1022 | 3010 |
| Professionals | Orthodontists | 29-1023 | 3010 |
| Professionals | Prosthodontists | 29-1024 | 3010 |
| Professionals | Dentists, All Other Specialists | 29-1029 | 3010 |
| Professionals | Dietitians and Nutritionists | 29-1031 | 3030 |
| Professionals | Optometrists | 29-1041 | 3040 |
| Professionals | Pharmacists | 29-1051 | 3050 |
| Professionals | Anesthesiologists | 29-1061 | 3060 |
| Professionals | Family and General Practitioners | 29-1062 | 3060 |
| Professionals | Internists, General | 29-1063 | 3060 |
| Professionals | Obstetricians and Gynecologists | 29-1064 | 3060 |
| Professionals | Pediatricians, General | 29-1065 | 3060 |
| Professionals | Psychiatrists | 29-1066 | 3060 |
| Professionals | Surgeons | 29-1067 | 3060 |
| Professionals | Physicians and Surgeons, All Other | 29-1069 | 3060 |
| Professionals | Physician Assistants | 29-1071 | 3110 |
| Professionals | Podiatrists | 29-1081 | 3120 |
| Professionals | Occupational Therapists | 29-1122 | 3150 |
| Professionals | Physical Therapists | 29-1123 | 3160 |
| Professionals | Radiation Therapists | 29-1124 | 3200 |
| Professionals | Recreational Therapists | 29-1125 | 3210 |
| Professionals | Respiratory Therapists | 29-1126 | 3220 |
| Professionals | Speech-Language Pathologists | 29-1127 | 3230 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|------------------------|--|-------------------------------|-------------------------------|
| Professionals | Exercise Physiologists | 29-1128 | 3245 |
| Professionals | Therapists, All Other | 29-1129 | 3245 |
| Professionals | Veterinarians | 29-1131 | 3250 |
| Professionals | Registered Nurses | 29-1141 | 3255 |
| Professionals | Nurse Anesthetists | 29-1151 | 3256 |
| Professionals | Nurse Midwives | 29-1161 | 3258 |
| Professionals | Nurse Practitioners | 29-1171 | 3258 |
| Professionals | Audiologists | 29-1181 | 3140 |
| Professionals | Health Diagnosing and Treating Practitioners, All Other | 29-1199 | 3260 |
| Professionals | Animal Trainers | 39-2011 | 4340 |
| Professionals | Sales Engineers | 41-9031 | 4930 |
| Professionals | Agricultural Inspectors | 45-2011 | 6010 |
| Professionals | Construction and Building Inspectors | 47-4011 | 6660 |
| Professionals | Airline Pilots, Copilots, and Flight Engineers | 53-2011 | 9030 |
| Professionals | Commercial Pilots | 53-2012 | 9030 |
| Professionals | Transportation Inspectors | 53-6051 | 9410 |
| Technicians | Architectural and Civil Drafters | 17-3011 | 1540 |
| Technicians | Electrical and Electronics Drafters | 17-3012 | 1540 |
| Technicians | Mechanical Drafters | 17-3013 | 1540 |
| Technicians | Drafters, All Other | 17-3019 | 1540 |
| Technicians | Aerospace Engineering and Operations Technicians | 17-3021 | 1550 |
| Technicians | Civil Engineering Technicians | 17-3022 | 1550 |
| Technicians | Electrical and Electronics Engineering Technicians | 17-3023 | 1550 |
| Technicians | Electro-Mechanical Technicians | 17-3024 | 1550 |
| Technicians | Environmental Engineering Technicians | 17-3025 | 1550 |
| Technicians | Industrial Engineering Technicians | 17-3026 | 1550 |
| Technicians | Mechanical Engineering Technicians | 17-3027 | 1550 |
| Technicians | Engineering Technicians, Except Drafters, All Other | 17-3029 | 1550 |
| Technicians | Surveying and Mapping Technicians | 17-3031 | 1560 |
| Technicians | Agricultural and Food Science Technicians | 19-4011 | 1900 |
| Technicians | Biological Technicians | 19-4021 | 1910 |
| Technicians | Chemical Technicians | 19-4031 | 1920 |
| Technicians | Geological and Petroleum Technicians | 19-4041 | 1930 |
| Technicians | Nuclear Technicians | 19-4051 | 1930 |
| Technicians | Social Science Research Assistants | 19-4061 | 1965 |
| Technicians | Environmental Science and Protection Technicians, Including Health | 19-4091 | 1965 |
| Technicians | Forensic Science Technicians | 19-4092 | 1965 |
| Technicians | Forest and Conservation Technicians | 19-4093 | 1965 |
| Technicians | Life, Physical, and Social Science Technicians, All Other | 19-4099 | 1965 |
| Technicians | Audio and Video Equipment Technicians | 27-4011 | 2900 |
| Technicians | Broadcast Technicians | 27-4012 | 2900 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|------------------------|--|-------------------------------|-------------------------------|
| Technicians | Radio Operators | 27-4013 | 2900 |
| Technicians | Sound Engineering Technicians | 27-4014 | 2900 |
| Technicians | Media and Communication Equipment Workers, All Other | 27-4099 | 2900 |
| Technicians | Medical and Clinical Laboratory Technologists | 29-2011 | 3300 |
| Technicians | Medical and Clinical Laboratory Technicians | 29-2012 | 3300 |
| Technicians | Dental Hygienists | 29-2021 | 3310 |
| Technicians | Cardiovascular Technologists and Technicians | 29-2031 | 3320 |
| Technicians | Diagnostic Medical Sonographers | 29-2032 | 3320 |
| Technicians | Nuclear Medicine Technologists | 29-2033 | 3320 |
| Technicians | Radiologic Technologists | 29-2034 | 3320 |
| Technicians | Magnetic Resonance Imaging Technologists | 29-2035 | 3320 |
| Technicians | Emergency Medical Technicians and Paramedics | 29-2041 | 3400 |
| Technicians | Dietetic Technicians | 29-2051 | 3420 |
| Technicians | Pharmacy Technicians | 29-2052 | 3420 |
| Technicians | Psychiatric Technicians | 29-2053 | 3420 |
| Technicians | Respiratory Therapy Technicians | 29-2054 | 3420 |
| Technicians | Surgical Technologists | 29-2055 | 3420 |
| Technicians | Veterinary Technologists and Technicians | 29-2056 | 3420 |
| Technicians | Ophthalmic Medical Technicians | 29-2057 | 3420 |
| Technicians | Licensed Practical and Licensed Vocational Nurses | 29-2061 | 3500 |
| Technicians | Medical Records and Health Information Technicians | 29-2071 | 3510 |
| Technicians | Opticians, Dispensing | 29-2081 | 3520 |
| Technicians | Orthotists and Prosthetists | 29-2091 | 3535 |
| Technicians | Hearing Aid Specialists | 29-2092 | 3535 |
| Technicians | Health Technologists and Technicians, All Other | 29-2099 | 3535 |
| Technicians | Occupational Health and Safety Specialists | 29-9011 | 3540 |
| Technicians | Occupational Health and Safety Technicians | 29-9012 | 3540 |
| Technicians | Athletic Trainers | 29-9091 | 3540 |
| Technicians | Genetic Counselors | 29-9092 | 3540 |
| Technicians | Healthcare Practitioners and Technical Workers, All Other | 29-9099 | 3540 |
| Technicians | Air Traffic Controllers | 53-2021 | 9040 |
| Technicians | Airfield Operations Specialists | 53-2022 | 9040 |
| Sales Workers | First-Line Supervisors of Retail Sales Workers | 41-1011 | 4700 |
| Sales Workers | First-Line Supervisors of Non-Retail Sales Workers | 41-1012 | 4710 |
| Sales Workers | Cashiers | 41-2011 | 4720 |
| Sales Workers | Gaming Change Persons and Booth Cashiers | 41-2012 | 4720 |
| Sales Workers | Counter and Rental Clerks | 41-2021 | 4740 |
| Sales Workers | Parts Salespersons | 41-2022 | 4750 |
| Sales Workers | Retail Salespersons | 41-2031 | 4760 |
| Sales Workers | Advertising Sales Agents | 41-3011 | 4800 |
| Sales Workers | Insurance Sales Agents | 41-3021 | 4810 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|--------------------------------|--|-------------------------------|-------------------------------|
| Sales Workers | Securities, Commodities, and Financial Services Sales Agents | 41-3031 | 4820 |
| Sales Workers | Travel Agents | 41-3041 | 4830 |
| Sales Workers | Sales Representatives, Services, All Other | 41-3099 | 4840 |
| Sales Workers | Sales Representatives, Wholesale and Manufacturing, Technical and Scientific Products | 41-4011 | 4850 |
| Sales Workers | Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products | 41-4012 | 4850 |
| Sales Workers | Demonstrators and Product Promoters | 41-9011 | 4900 |
| Sales Workers | Models | 41-9012 | 4900 |
| Sales Workers | Real Estate Brokers | 41-9021 | 4920 |
| Sales Workers | Real Estate Sales Agents | 41-9022 | 4920 |
| Sales Workers | Telemarketers | 41-9041 | 4940 |
| Sales Workers | Door-to-Door Sales Workers, News and Street Vendors, and Related Workers | 41-9091 | 4950 |
| Sales Workers | Sales and Related Workers, All Other | 41-9099 | 4965 |
| Administrative Support Workers | Social and Human Service Assistants | 21-1093 | 2016 |
| Administrative Support Workers | Paralegals and Legal Assistants | 23-2011 | 2145 |
| Administrative Support Workers | Court Reporters | 23-2091 | 2160 |
| Administrative Support Workers | Title Examiners, Abstractors, and Searchers | 23-2093 | 2160 |
| Administrative Support Workers | Legal Support Workers, All Other | 23-2099 | 2160 |
| Administrative Support Workers | Library Technicians | 25-4031 | 2440 |
| Administrative Support Workers | Teacher Assistants | 25-9041 | 2540 |
| Administrative Support Workers | Medical Transcriptionists | 31-9094 | 3646 |
| Administrative Support Workers | First-Line Supervisors of Office and Administrative Support Workers | 43-1011 | 5000 |
| Administrative Support Workers | Switchboard Operators, Including Answering Service | 43-2011 | 5010 |
| Administrative Support Workers | Telephone Operators | 43-2021 | 5020 |
| Administrative Support Workers | Communications Equipment Operators, All Other | 43-2099 | 5030 |
| Administrative Support Workers | Bill and Account Collectors | 43-3011 | 5100 |
| Administrative Support Workers | Billing and Posting Clerks | 43-3021 | 5110 |
| Administrative Support Workers | Bookkeeping, Accounting, and Auditing Clerks | 43-3031 | 5120 |
| Administrative Support Workers | Gaming Cage Workers | 43-3041 | 5130 |
| Administrative Support Workers | Payroll and Timekeeping Clerks | 43-3051 | 5140 |
| Administrative Support Workers | Procurement Clerks | 43-3061 | 5150 |
| Administrative Support Workers | Tellers | 43-3071 | 5160 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|--------------------------------|--|-------------------------------|-------------------------------|
| Administrative Support Workers | Financial Clerks, All Other | 43-3099 | 5165 |
| Administrative Support Workers | Brokerage Clerks | 43-4011 | 5200 |
| Administrative Support Workers | Correspondence Clerks | 43-4021 | 5350 |
| Administrative Support Workers | Court, Municipal, and License Clerks | 43-4031 | 5220 |
| Administrative Support Workers | Credit Authorizers, Checkers, and Clerks | 43-4041 | 5230 |
| Administrative Support Workers | Customer Service Representatives | 43-4051 | 5240 |
| Administrative Support Workers | Eligibility Interviewers, Government Programs | 43-4061 | 5250 |
| Administrative Support Workers | File Clerks | 43-4071 | 5260 |
| Administrative Support Workers | Hotel, Motel, and Resort Desk Clerks | 43-4081 | 5300 |
| Administrative Support Workers | Interviewers, Except Eligibility and Loan | 43-4111 | 5310 |
| Administrative Support Workers | Library Assistants, Clerical | 43-4121 | 5320 |
| Administrative Support Workers | Loan Interviewers and Clerks | 43-4131 | 5330 |
| Administrative Support Workers | New Accounts Clerks | 43-4141 | 5340 |
| Administrative Support Workers | Order Clerks | 43-4151 | 5350 |
| Administrative Support Workers | Human Resources Assistants, Except Payroll and Timekeeping | 43-4161 | 5360 |
| Administrative Support Workers | Receptionists and Information Clerks | 43-4171 | 5400 |
| Administrative Support Workers | Reservation and Transportation Ticket Agents and Travel Clerks | 43-4181 | 5410 |
| Administrative Support Workers | Information and Record Clerks, All Other | 43-4199 | 5420 |
| Administrative Support Workers | Cargo and Freight Agents | 43-5011 | 5500 |
| Administrative Support Workers | Couriers and Messengers | 43-5021 | 5510 |
| Administrative Support Workers | Police, Fire, and Ambulance Dispatchers | 43-5031 | 5520 |
| Administrative Support Workers | Dispatchers, Except Police, Fire, and Ambulance | 43-5032 | 5520 |
| Administrative Support Workers | Meter Readers, Utilities | 43-5041 | 5530 |
| Administrative Support Workers | Postal Service Clerks | 43-5051 | 5540 |
| Administrative Support Workers | Postal Service Mail Carriers | 43-5052 | 5550 |
| Administrative Support Workers | Postal Service Mail Sorters, Processors, and Processing Machine Operators | 43-5053 | 5560 |
| Administrative Support Workers | Production, Planning, and Expediting Clerks | 43-5061 | 5600 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|--------------------------------|---|-------------------------------|-------------------------------|
| Administrative Support Workers | Shipping, Receiving, and Traffic Clerks | 43-5071 | 5610 |
| Administrative Support Workers | Stock Clerks and Order Fillers | 43-5081 | 5620 |
| Administrative Support Workers | Weighers, Measurers, Checkers, and Samplers, Recordkeeping | 43-5111 | 5630 |
| Administrative Support Workers | Executive Secretaries and Executive Administrative Assistants | 43-6011 | 5700 |
| Administrative Support Workers | Legal Secretaries | 43-6012 | 5700 |
| Administrative Support Workers | Medical Secretaries | 43-6013 | 5700 |
| Administrative Support Workers | Secretaries and Administrative Assistants, Except Legal, Medical, and Executive | 43-6014 | 5700 |
| Administrative Support Workers | Computer Operators | 43-9011 | 5800 |
| Administrative Support Workers | Data Entry Keyers | 43-9021 | 5810 |
| Administrative Support Workers | Word Processors and Typists | 43-9022 | 5820 |
| Administrative Support Workers | Desktop Publishers | 43-9031 | 5940 |
| Administrative Support Workers | Insurance Claims and Policy Processing Clerks | 43-9041 | 5840 |
| Administrative Support Workers | Mail Clerks and Mail Machine Operators, Except Postal Service | 43-9051 | 5850 |
| Administrative Support Workers | Office Clerks, General | 43-9061 | 5860 |
| Administrative Support Workers | Office Machine Operators, Except Computer | 43-9071 | 5900 |
| Administrative Support Workers | Proofreaders and Copy Markers | 43-9081 | 5910 |
| Administrative Support Workers | Statistical Assistants | 43-9111 | 5920 |
| Administrative Support Workers | Office and Administrative Support Workers, All Other | 43-9199 | 5940 |
| Craft Workers | First-Line Supervisors of Construction Trades and Extraction Workers | 47-1011 | 6200 |
| Craft Workers | Boilermakers | 47-2011 | 6210 |
| Craft Workers | Brickmasons and Blockmasons | 47-2021 | 6220 |
| Craft Workers | Stonemasons | 47-2022 | 6220 |
| Craft Workers | Carpenters | 47-2031 | 6230 |
| Craft Workers | Carpet Installers | 47-2041 | 6240 |
| Craft Workers | Floor Layers, Except Carpet, Wood, and Hard Tiles | 47-2042 | 6240 |
| Craft Workers | Floor Sanders and Finishers | 47-2043 | 6240 |
| Craft Workers | Tile and Marble Setters | 47-2044 | 6240 |
| Craft Workers | Cement Masons and Concrete Finishers | 47-2051 | 6250 |
| Craft Workers | Terrazzo Workers and Finishers | 47-2053 | 6250 |
| Craft Workers | Paving, Surfacing, and Tamping Equipment Operators | 47-2071 | 6300 |
| Craft Workers | Pile-Driver Operators | 47-2072 | 6320 |
| Craft Workers | Operating Engineers and Other Construction Equipment Operators | 47-2073 | 6320 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|------------------------|---|-------------------------------|-------------------------------|
| Craft Workers | Drywall and Ceiling Tile Installers | 47-2081 | 6330 |
| Craft Workers | Tapers | 47-2082 | 6330 |
| Craft Workers | Electricians | 47-2111 | 6355 |
| Craft Workers | Glaziers | 47-2121 | 6360 |
| Craft Workers | Insulation Workers, Floor, Ceiling, and Wall | 47-2131 | 6400 |
| Craft Workers | Insulation Workers, Mechanical | 47-2132 | 6400 |
| Craft Workers | Painters, Construction and Maintenance | 47-2141 | 6420 |
| Craft Workers | Paperhangers | 47-2142 | 6430 |
| Craft Workers | Pipelayers | 47-2151 | 6440 |
| Craft Workers | Plumbers, Pipefitters, and Steamfitters | 47-2152 | 6440 |
| Craft Workers | Plasterers and Stucco Masons | 47-2161 | 6460 |
| Craft Workers | Reinforcing Iron and Rebar Workers | 47-2171 | 6500 |
| Craft Workers | Roofers | 47-2181 | 6515 |
| Craft Workers | Sheet Metal Workers | 47-2211 | 6520 |
| Craft Workers | Structural Iron and Steel Workers | 47-2221 | 6530 |
| Craft Workers | Solar Photovoltaic Installers | 47-2231 | 6765 |
| Craft Workers | Elevator Installers and Repairers | 47-4021 | 6700 |
| Craft Workers | Fence Erectors | 47-4031 | 6710 |
| Craft Workers | Hazardous Materials Removal Workers | 47-4041 | 6720 |
| Craft Workers | Highway Maintenance Workers | 47-4051 | 6730 |
| Craft Workers | Rail-Track Laying and Maintenance Equipment Operators | 47-4061 | 6740 |
| Craft Workers | Septic Tank Servicers and Sewer Pipe Cleaners | 47-4071 | 6765 |
| Craft Workers | Segmental Pavers | 47-4091 | 6765 |
| Craft Workers | Construction and Related Workers, All Other | 47-4099 | 6765 |
| Craft Workers | Derrick Operators, Oil and Gas | 47-5011 | 6800 |
| Craft Workers | Rotary Drill Operators, Oil and Gas | 47-5012 | 6800 |
| Craft Workers | Service Unit Operators, Oil, Gas, and Mining | 47-5013 | 6800 |
| Craft Workers | Earth Drillers, Except Oil and Gas | 47-5021 | 6820 |
| Craft Workers | Explosives Workers, Ordnance Handling Experts, and Blasters | 47-5031 | 6830 |
| Craft Workers | Continuous Mining Machine Operators | 47-5041 | 6840 |
| Craft Workers | Mine Cutting and Channeling Machine Operators | 47-5042 | 6840 |
| Craft Workers | Mining Machine Operators, All Other | 47-5049 | 6840 |
| Craft Workers | Rock Splitters, Quarry | 47-5051 | 6940 |
| Craft Workers | Roof Bolters, Mining | 47-5061 | 6940 |
| Craft Workers | Roustabouts, Oil and Gas | 47-5071 | 6800 |
| Craft Workers | Helpers--Extraction Workers | 47-5081 | 6940 |
| Craft Workers | Extraction Workers, All Other | 47-5099 | 6940 |
| Craft Workers | First-Line Supervisors of Mechanics, Installers, and Repairers | 49-1011 | 7000 |
| Craft Workers | Computer, Automated Teller, and Office Machine Repairers | 49-2011 | 7010 |
| Craft Workers | Radio, Cellular, and Tower Equipment Installers and Repairs | 49-2021 | 7020 |
| Craft Workers | Telecommunications Equipment Installers and Repairers, Except Line Installers | 49-2022 | 7020 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|------------------------|---|-------------------------------|-------------------------------|
| Craft Workers | Avionics Technicians | 49-2091 | 7030 |
| Craft Workers | Electric Motor, Power Tool, and Related Repairers | 49-2092 | 7040 |
| Craft Workers | Electrical and Electronics Installers and Repairers, Transportation Equipment | 49-2093 | 7100 |
| Craft Workers | Electrical and Electronics Repairers, Commercial and Industrial Equipment | 49-2094 | 7100 |
| Craft Workers | Electrical and Electronics Repairers, Powerhouse, Substation, and Relay | 49-2095 | 7100 |
| Craft Workers | Electronic Equipment Installers and Repairers, Motor Vehicles | 49-2096 | 7110 |
| Craft Workers | Electronic Home Entertainment Equipment Installers and Repairers | 49-2097 | 7120 |
| Craft Workers | Security and Fire Alarm Systems Installers | 49-2098 | 7130 |
| Craft Workers | Aircraft Mechanics and Service Technicians | 49-3011 | 7140 |
| Craft Workers | Automotive Body and Related Repairers | 49-3021 | 7150 |
| Craft Workers | Automotive Glass Installers and Repairers | 49-3022 | 7160 |
| Craft Workers | Automotive Service Technicians and Mechanics | 49-3023 | 7200 |
| Craft Workers | Bus and Truck Mechanics and Diesel Engine Specialists | 49-3031 | 7210 |
| Craft Workers | Farm Equipment Mechanics and Service Technicians | 49-3041 | 7220 |
| Craft Workers | Mobile Heavy Equipment Mechanics, Except Engines | 49-3042 | 7220 |
| Craft Workers | Rail Car Repairers | 49-3043 | 7220 |
| Craft Workers | Motorboat Mechanics and Service Technicians | 49-3051 | 7240 |
| Craft Workers | Motorcycle Mechanics | 49-3052 | 7240 |
| Craft Workers | Outdoor Power Equipment and Other Small Engine Mechanics | 49-3053 | 7240 |
| Craft Workers | Bicycle Repairers | 49-3091 | 7260 |
| Craft Workers | Recreational Vehicle Service Technicians | 49-3092 | 7260 |
| Craft Workers | Tire Repairers and Changers | 49-3093 | 7260 |
| Craft Workers | Mechanical Door Repairers | 49-9011 | 7300 |
| Craft Workers | Control and Valve Installers and Repairers, Except Mechanical Door | 49-9012 | 7300 |
| Craft Workers | Heating, Air Conditioning, and Refrigeration Mechanics and Installers | 49-9021 | 7315 |
| Craft Workers | Home Appliance Repairers | 49-9031 | 7320 |
| Craft Workers | Industrial Machinery Mechanics | 49-9041 | 7330 |
| Craft Workers | Maintenance Workers, Machinery | 49-9043 | 7350 |
| Craft Workers | Millwrights | 49-9044 | 7360 |
| Craft Workers | Refractory Materials Repairers, Except Brickmasons | 49-9045 | 7330 |
| Craft Workers | Electrical Power-Line Installers and Repairers | 49-9051 | 7410 |
| Craft Workers | Telecommunications Line Installers and Repairers | 49-9052 | 7420 |
| Craft Workers | Camera and Photographic Equipment Repairers | 49-9061 | 7430 |
| Craft Workers | Medical Equipment Repairers | 49-9062 | 7430 |
| Craft Workers | Musical Instrument Repairers and Tuners | 49-9063 | 7430 |
| Craft Workers | Watch Repairers | 49-9064 | 7430 |
| Craft Workers | Precision Instrument and Equipment Repairers, All Other | 49-9069 | 7430 |
| Craft Workers | Maintenance and Repair Workers, General | 49-9071 | 7340 |
| Craft Workers | Wind Turbine Service Technicians | 49-9081 | 7630 |
| Craft Workers | Coin, Vending, and Amusement Machine Servicers and Repairers | 49-9091 | 7510 |
| Craft Workers | Commercial Divers | 49-9092 | 7630 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|-----------------|---|------------------------|------------------------|
| Craft Workers | Fabric Menders, Except Garment | 49-9093 | 7630 |
| Craft Workers | Locksmiths and Safe Repairers | 49-9094 | 7540 |
| Craft Workers | Manufactured Building and Mobile Home Installers | 49-9095 | 7550 |
| Craft Workers | Riggers | 49-9096 | 7560 |
| Craft Workers | Signal and Track Switch Repairers | 49-9097 | 7630 |
| Craft Workers | Installation, Maintenance, and Repair Workers, All Other | 49-9099 | 7630 |
| Craft Workers | Structural Metal Fabricators and Fitters | 51-2041 | 7740 |
| Craft Workers | Machinists | 51-4041 | 8030 |
| Craft Workers | Model Makers, Metal and Plastic | 51-4061 | 8060 |
| Craft Workers | Patternmakers, Metal and Plastic | 51-4062 | 8060 |
| Craft Workers | Tool and Die Makers | 51-4111 | 8130 |
| Craft Workers | Prepress Technicians and Workers | 51-5111 | 8250 |
| Craft Workers | Print Binding and Finishing Workers | 51-5113 | 8256 |
| Craft Workers | Shoe and Leather Workers and Repairers | 51-6041 | 8330 |
| Craft Workers | Sewers, Hand | 51-6051 | 8350 |
| Craft Workers | Tailors, Dressmakers, and Custom Sewers | 51-6052 | 8350 |
| Craft Workers | Upholsterers | 51-6093 | 8450 |
| Craft Workers | Cabinetmakers and Bench Carpenters | 51-7011 | 8500 |
| Craft Workers | Furniture Finishers | 51-7021 | 8510 |
| Craft Workers | Model Makers, Wood | 51-7031 | 8550 |
| Craft Workers | Patternmakers, Wood | 51-7032 | 8550 |
| Craft Workers | Woodworkers, All Other | 51-7099 | 8550 |
| Craft Workers | Nuclear Power Reactor Operators | 51-8011 | 8600 |
| Craft Workers | Power Distributors and Dispatchers | 51-8012 | 8600 |
| Craft Workers | Power Plant Operators | 51-8013 | 8600 |
| Craft Workers | Stationary Engineers and Boiler Operators | 51-8021 | 8610 |
| Craft Workers | Water and Wastewater Treatment Plant and System Operators | 51-8031 | 8620 |
| Craft Workers | Jewelers and Precious Stone and Metal Workers | 51-9071 | 8750 |
| Craft Workers | Dental Laboratory Technicians | 51-9081 | 8760 |
| Craft Workers | Medical Appliance Technicians | 51-9082 | 8760 |
| Craft Workers | Ophthalmic Laboratory Technicians | 51-9083 | 8760 |
| Craft Workers | Etchers and Engravers | 51-9194 | 8910 |
| Craft Workers | Crane and Tower Operators | 53-7021 | 9510 |
| Craft Workers | Dredge Operators | 53-7031 | 9520 |
| Craft Workers | Excavating and Loading Machine and Dragline Operators | 53-7032 | 9520 |
| Craft Workers | Loading Machine Operators, Underground Mining | 53-7033 | 9520 |
| Operatives | Graders and Sorters, Agricultural Products | 45-2041 | 6040 |
| Operatives | First-Line Supervisors of Production and Operating Workers | 51-1011 | 7700 |
| Operatives | Aircraft Structure, Surfaces, Rigging, and Systems Assemblers | 51-2011 | 7710 |
| Operatives | Coil Winders, Tapers, and Finishers | 51-2021 | 7720 |
| Operatives | Electrical and Electronic Equipment Assemblers | 51-2022 | 7720 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|------------------------|---|-------------------------------|-------------------------------|
| Operatives | Electromechanical Equipment Assemblers | 51-2023 | 7720 |
| Operatives | Engine and Other Machine Assemblers | 51-2031 | 7730 |
| Operatives | Fiberglass Laminators and Fabricators | 51-2091 | 7750 |
| Operatives | Team Assemblers | 51-2092 | 7750 |
| Operatives | Timing Device Assemblers and Adjusters | 51-2093 | 7750 |
| Operatives | Assemblers and Fabricators, All Other | 51-2099 | 7750 |
| Operatives | Bakers | 51-3011 | 7800 |
| Operatives | Butchers and Meat Cutters | 51-3021 | 7810 |
| Operatives | Meat, Poultry, and Fish Cutters and Trimmers | 51-3022 | 7810 |
| Operatives | Slaughterers and Meat Packers | 51-3023 | 7810 |
| Operatives | Food and Tobacco Roasting, Baking, and Drying Machine Operators and Tenders | 51-3091 | 7830 |
| Operatives | Food Batchmakers | 51-3092 | 7840 |
| Operatives | Food Cooking Machine Operators and Tenders | 51-3093 | 7850 |
| Operatives | Food Processing Workers, All Other | 51-3099 | 7855 |
| Operatives | Computer-Controlled Machine Tool Operators, Metal and Plastic | 51-4011 | 7900 |
| Operatives | Computer Numerically Controlled Machine Tool Programmers, Metal and Plastic | 51-4012 | 7900 |
| Operatives | Extruding and Drawing Machine Setters, Operators, and Tenders, Metal and Plastic | 51-4021 | 7920 |
| Operatives | Forging Machine Setters, Operators, and Tenders, Metal and Plastic | 51-4022 | 7930 |
| Operatives | Rolling Machine Setters, Operators, and Tenders, Metal and Plastic | 51-4023 | 7940 |
| Operatives | Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic | 51-4031 | 7950 |
| Operatives | Drilling and Boring Machine Tool Setters, Operators, and Tenders, Metal and Plastic | 51-4032 | 7960 |
| Operatives | Grinding, Lapping, Polishing, and Buffing Machine Tool Setters, Operators, and Tenders, Metal and Plastic | 51-4033 | 8000 |
| Operatives | Lathe and Turning Machine Tool Setters, Operators, and Tenders, Metal and Plastic | 51-4034 | 8010 |
| Operatives | Milling and Planing Machine Setters, Operators, and Tenders, Metal and Plastic | 51-4035 | 8220 |
| Operatives | Metal-Refining Furnace Operators and Tenders | 51-4051 | 8040 |
| Operatives | Pourers and Casters, Metal | 51-4052 | 8040 |
| Operatives | Foundry Mold and Coremakers | 51-4071 | 8100 |
| Operatives | Molding, Coremaking, and Casting Machine Setters, Operators, and Tenders, Metal and Plastic | 51-4072 | 8100 |
| Operatives | Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic | 51-4081 | 8220 |
| Operatives | Welders, Cutters, Solderers, and Brazers | 51-4121 | 8140 |
| Operatives | Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders | 51-4122 | 8140 |
| Operatives | Heat Treating Equipment Setters, Operators, and Tenders, Metal and Plastic | 51-4191 | 8150 |
| Operatives | Layout Workers, Metal and Plastic | 51-4192 | 8220 |
| Operatives | Plating and Coating Machine Setters, Operators, and Tenders, Metal and Plastic | 51-4193 | 8200 |
| Operatives | Tool Grinders, Filers, and Sharpeners | 51-4194 | 8210 |
| Operatives | Metal Workers and Plastic Workers, All Other | 51-4199 | 8220 |
| Operatives | Printing Press Operators | 51-5112 | 8255 |
| Operatives | Laundry and Dry-Cleaning Workers | 51-6011 | 8300 |
| Operatives | Pressers, Textile, Garment, and Related Materials | 51-6021 | 8310 |
| Operatives | Sewing Machine Operators | 51-6031 | 8320 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|------------------------|---|-------------------------------|-------------------------------|
| Operatives | Shoe Machine Operators and Tenders | 51-6042 | 8340 |
| Operatives | Textile Bleaching and Dyeing Machine Operators and Tenders | 51-6061 | 8400 |
| Operatives | Textile Cutting Machine Setters, Operators, and Tenders | 51-6062 | 8400 |
| Operatives | Textile Knitting and Weaving Machine Setters, Operators, and Tenders | 51-6063 | 8410 |
| Operatives | Textile Winding, Twisting, and Drawing Out Machine Setters, Operators, and Tenders | 51-6064 | 8420 |
| Operatives | Extruding and Forming Machine Setters, Operators, and Tenders, Synthetic and Glass Fibers | 51-6091 | 8460 |
| Operatives | Fabric and Apparel Patternmakers | 51-6092 | 8460 |
| Operatives | Textile, Apparel, and Furnishings Workers, All Other | 51-6099 | 8460 |
| Operatives | Sawing Machine Setters, Operators, and Tenders, Wood | 51-7041 | 8530 |
| Operatives | Woodworking Machine Setters, Operators, and Tenders, Except Sawing | 51-7042 | 8540 |
| Operatives | Chemical Plant and System Operators | 51-8091 | 8630 |
| Operatives | Gas Plant Operators | 51-8092 | 8630 |
| Operatives | Petroleum Pump System Operators, Refinery Operators, and Gaugers | 51-8093 | 8630 |
| Operatives | Plant and System Operators, All Other | 51-8099 | 8630 |
| Operatives | Chemical Equipment Operators and Tenders | 51-9011 | 8640 |
| Operatives | Separating, Filtering, Clarifying, Precipitating, and Still Machine Setters, Operators, and Tenders | 51-9012 | 8640 |
| Operatives | Crushing, Grinding, and Polishing Machine Setters, Operators, and Tenders | 51-9021 | 8650 |
| Operatives | Grinding and Polishing Workers, Hand | 51-9022 | 8650 |
| Operatives | Mixing and Blending Machine Setters, Operators, and Tenders | 51-9023 | 8650 |
| Operatives | Cutters and Trimmers, Hand | 51-9031 | 8710 |
| Operatives | Cutting and Slicing Machine Setters, Operators, and Tenders | 51-9032 | 8710 |
| Operatives | Extruding, Forming, Pressing, and Compacting Machine Setters, Operators, and Tenders | 51-9041 | 8720 |
| Operatives | Furnace, Kiln, Oven, Drier, and Kettle Operators and Tenders | 51-9051 | 8730 |
| Operatives | Inspectors, Testers, Sorters, Samplers, and Weighers | 51-9061 | 8740 |
| Operatives | Packaging and Filling Machine Operators and Tenders | 51-9111 | 8800 |
| Operatives | Coating, Painting, and Spraying Machine Setters, Operators, and Tenders | 51-9121 | 8810 |
| Operatives | Painters, Transportation Equipment | 51-9122 | 8810 |
| Operatives | Painting, Coating, and Decorating Workers | 51-9123 | 8810 |
| Operatives | Semiconductor Processors | 51-9141 | 8965 |
| Operatives | Photographic Process Workers and Processing Machine Operators | 51-9151 | 8830 |
| Operatives | Adhesive Bonding Machine Operators and Tenders | 51-9191 | 8850 |
| Operatives | Cleaning, Washing, and Metal Pickling Equipment Operators and Tenders | 51-9192 | 8860 |
| Operatives | Cooling and Freezing Equipment Operators and Tenders | 51-9193 | 8965 |
| Operatives | Molders, Shapers, and Casters, Except Metal and Plastic | 51-9195 | 8920 |
| Operatives | Paper Goods Machine Setters, Operators, and Tenders | 51-9196 | 8930 |
| Operatives | Tire Builders | 51-9197 | 8940 |
| Operatives | Production Workers, All Other | 51-9199 | 8965 |
| Operatives | Aircraft Cargo Handling Supervisors | 53-1011 | 9000 |
| Operatives | First-Line Supervisors of Helpers, Laborers, and Material Movers, Hand | 53-1021 | 9000 |
| Operatives | First-Line Supervisors of Transportation and Material-Moving Machine and Vehicle Operators | 53-1031 | 9000 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|------------------------|---|-------------------------------|-------------------------------|
| Operatives | Flight Attendants | 53-2031 | 9050 |
| Operatives | Ambulance Drivers and Attendants, Except Emergency Medical Technicians | 53-3011 | 9110 |
| Operatives | Bus Drivers, Transit and Intercity | 53-3021 | 9120 |
| Operatives | Bus Drivers, School or Special Client | 53-3022 | 9120 |
| Operatives | Driver/Sales Workers | 53-3031 | 9130 |
| Operatives | Heavy and Tractor-Trailer Truck Drivers | 53-3032 | 9130 |
| Operatives | Light Truck or Delivery Services Drivers | 53-3033 | 9130 |
| Operatives | Taxi Drivers and Chauffeurs | 53-3041 | 9140 |
| Operatives | Motor Vehicle Operators, All Other | 53-3099 | 9150 |
| Operatives | Locomotive Engineers | 53-4011 | 9200 |
| Operatives | Locomotive Firers | 53-4012 | 9200 |
| Operatives | Rail Yard Engineers, Dinkey Operators, and Hostlers | 53-4013 | 9200 |
| Operatives | Railroad Brake, Signal, and Switch Operators | 53-4021 | 9230 |
| Operatives | Railroad Conductors and Yardmasters | 53-4031 | 9240 |
| Operatives | Subway and Streetcar Operators | 53-4041 | 9260 |
| Operatives | Rail Transportation Workers, All Other | 53-4099 | 9260 |
| Operatives | Sailors and Marine Oilers | 53-5011 | 9300 |
| Operatives | Captains, Mates, and Pilots of Water Vessels | 53-5021 | 9310 |
| Operatives | Motorboat Operators | 53-5022 | 9310 |
| Operatives | Ship Engineers | 53-5031 | 9300 |
| Operatives | Bridge and Lock Tenders | 53-6011 | 9420 |
| Operatives | Parking Lot Attendants | 53-6021 | 9350 |
| Operatives | Traffic Technicians | 53-6041 | 9420 |
| Operatives | Transportation Attendants, Except Flight Attendants | 53-6061 | 9415 |
| Operatives | Transportation Workers, All Other | 53-6099 | 9420 |
| Operatives | Conveyor Operators and Tenders | 53-7011 | 9560 |
| Operatives | Hoist and Winch Operators | 53-7041 | 9560 |
| Operatives | Industrial Truck and Tractor Operators | 53-7051 | 9600 |
| Operatives | Packers and Packagers, Hand | 53-7064 | 9640 |
| Operatives | Gas Compressor and Gas Pumping Station Operators | 53-7071 | 9650 |
| Operatives | Pump Operators, Except Wellhead Pumpers | 53-7072 | 9650 |
| Operatives | Wellhead Pumpers | 53-7073 | 9650 |
| Operatives | Mine Shuttle Car Operators | 53-7111 | 9750 |
| Operatives | Tank Car, Truck, and Ship Loaders | 53-7121 | 9750 |
| Operatives | Material Moving Workers, All Other | 53-7199 | 9750 |
| Labors and Helpers | First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping Workers | 37-1012 | 4210 |
| Labors and Helpers | Landscaping and Groundskeeping Workers | 37-3011 | 4250 |
| Labors and Helpers | Pesticide Handlers, Sprayers, and Applicators, Vegetation | 37-3012 | 4250 |
| Labors and Helpers | Tree Trimmers and Pruners | 37-3013 | 4250 |
| Labors and Helpers | Grounds Maintenance Workers, All Other | 37-3019 | 4250 |
| Labors and Helpers | Nonfarm Animal Caretakers | 39-2021 | 4350 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|------------------------|---|-------------------------------|-------------------------------|
| Labors and Helpers | First-Line Supervisors of Farming, Fishing, and Forestry Workers | 45-1011 | 6005 |
| Labors and Helpers | Animal Breeders | 45-2021 | 6050 |
| Labors and Helpers | Agricultural Equipment Operators | 45-2091 | 6050 |
| Labors and Helpers | Farmworkers and Laborers, Crop, Nursery, and Greenhouse | 45-2092 | 6050 |
| Labors and Helpers | Farmworkers, Farm, Ranch, and Aquacultural Animals | 45-2093 | 6050 |
| Labors and Helpers | Agricultural Workers, All Other | 45-2099 | 6050 |
| Labors and Helpers | Fishers and Related Fishing Workers | 45-3011 | 6100 |
| Labors and Helpers | Hunters and Trappers | 45-3021 | 6100 |
| Labors and Helpers | Forest and Conservation Workers | 45-4011 | 6120 |
| Labors and Helpers | Fallers | 45-4021 | 6130 |
| Labors and Helpers | Logging Equipment Operators | 45-4022 | 6130 |
| Labors and Helpers | Log Graders and Scalers | 45-4023 | 6130 |
| Labors and Helpers | Logging Workers, All Other | 45-4029 | 6130 |
| Labors and Helpers | Construction Laborers | 47-2061 | 6260 |
| Labors and Helpers | Helpers--Brickmasons, Blockmasons, Stonemasons, and Tile and Marble Setters | 47-3011 | 6600 |
| Labors and Helpers | Helpers--Carpenters | 47-3012 | 6600 |
| Labors and Helpers | Helpers--Electricians | 47-3013 | 6600 |
| Labors and Helpers | Helpers--Painters, Paperhangers, Plasterers, and Stucco Masons | 47-3014 | 6600 |
| Labors and Helpers | Helpers--Pipelayers, Plumbers, Pipefitters, and Steamfitters | 47-3015 | 6600 |
| Labors and Helpers | Helpers--Roofers | 47-3016 | 6600 |
| Labors and Helpers | Helpers, Construction Trades, All Other | 47-3019 | 6600 |
| Labors and Helpers | Helpers--Installation, Maintenance, and Repair Workers | 49-9098 | 7610 |
| Labors and Helpers | Helpers--Production Workers | 51-9198 | 8950 |
| Labors and Helpers | Automotive and Watercraft Service Attendants | 53-6031 | 9360 |
| Labors and Helpers | Cleaners of Vehicles and Equipment | 53-7061 | 9610 |
| Labors and Helpers | Laborers and Freight, Stock, and Material Movers, Hand | 53-7062 | 9620 |
| Labors and Helpers | Machine Feeders and Offbearers | 53-7063 | 9630 |
| Labors and Helpers | Refuse and Recyclable Material Collectors | 53-7081 | 9720 |
| Service Workers | Home Health Aides | 31-1011 | 3600 |
| Service Workers | Psychiatric Aides | 31-1013 | 3600 |
| Service Workers | Nursing Assistants | 31-1014 | 3600 |
| Service Workers | Orderlies | 31-1015 | 3600 |
| Service Workers | Occupational Therapy Assistants | 31-2011 | 3610 |
| Service Workers | Occupational Therapy Aides | 31-2012 | 3610 |
| Service Workers | Physical Therapist Assistants | 31-2021 | 3620 |
| Service Workers | Physical Therapist Aides | 31-2022 | 3620 |
| Service Workers | Massage Therapists | 31-9011 | 3630 |
| Service Workers | Dental Assistants | 31-9091 | 3640 |
| Service Workers | Medical Assistants | 31-9092 | 3645 |
| Service Workers | Medical Equipment Preparers | 31-9093 | 3655 |
| Service Workers | Pharmacy Aides | 31-9095 | 3647 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|------------------------|--|-------------------------------|-------------------------------|
| Service Workers | Veterinary Assistants and Laboratory Animal Caretakers | 31-9096 | 3648 |
| Service Workers | Phlebotomists | 31-9097 | 3649 |
| Service Workers | Healthcare Support Workers, All Other | 31-9099 | 3655 |
| Service Workers | First-Line Supervisors of Correctional Officers | 33-1011 | 3700 |
| Service Workers | First-Line Supervisors of Police and Detectives | 33-1012 | 3710 |
| Service Workers | First-Line Supervisors of Fire Fighting and Prevention Workers | 33-1021 | 3720 |
| Service Workers | First-Line Supervisors of Protective Service Workers, All Other | 33-1099 | 3730 |
| Service Workers | Firefighters | 33-2011 | 3740 |
| Service Workers | Fire Inspectors and Investigators | 33-2021 | 3750 |
| Service Workers | Forest Fire Inspectors and Prevention Specialists | 33-2022 | 3750 |
| Service Workers | Bailiffs | 33-3011 | 3800 |
| Service Workers | Correctional Officers and Jailers | 33-3012 | 3800 |
| Service Workers | Detectives and Criminal Investigators | 33-3021 | 3820 |
| Service Workers | Fish and Game Wardens | 33-3031 | 3840 |
| Service Workers | Parking Enforcement Workers | 33-3041 | 3840 |
| Service Workers | Police and Sheriff's Patrol Officers | 33-3051 | 3850 |
| Service Workers | Transit and Railroad Police | 33-3052 | 3850 |
| Service Workers | Animal Control Workers | 33-9011 | 3900 |
| Service Workers | Private Detectives and Investigators | 33-9021 | 3910 |
| Service Workers | Gaming Surveillance Officers and Gaming Investigators | 33-9031 | 3930 |
| Service Workers | Security Guards | 33-9032 | 3930 |
| Service Workers | Crossing Guards | 33-9091 | 3940 |
| Service Workers | Lifeguards, Ski Patrol, and Other Recreational Protective Service Workers | 33-9092 | 3955 |
| Service Workers | Transportation Security Screeners | 33-9093 | 3945 |
| Service Workers | Protective Service Workers, All Other | 33-9099 | 3955 |
| Service Workers | Chefs and Head Cooks | 35-1011 | 4000 |
| Service Workers | First-Line Supervisors of Food Preparation and Serving Workers | 35-1012 | 4010 |
| Service Workers | Cooks, Fast Food | 35-2011 | 4020 |
| Service Workers | Cooks, Institution and Cafeteria | 35-2012 | 4020 |
| Service Workers | Cooks, Private Household | 35-2013 | 4020 |
| Service Workers | Cooks, Restaurant | 35-2014 | 4020 |
| Service Workers | Cooks, Short Order | 35-2015 | 4020 |
| Service Workers | Cooks, All Other | 35-2019 | 4020 |
| Service Workers | Food Preparation Workers | 35-2021 | 4030 |
| Service Workers | Bartenders | 35-3011 | 4040 |
| Service Workers | Combined Food Preparation and Serving Workers, Including Fast Food | 35-3021 | 4050 |
| Service Workers | Counter Attendants, Cafeteria, Food Concession, and Coffee Shop | 35-3022 | 4060 |
| Service Workers | Waiters and Waitresses | 35-3031 | 4110 |
| Service Workers | Food Servers, Nonrestaurant | 35-3041 | 4120 |
| Service Workers | Dining Room and Cafeteria Attendants and Bartender Helpers | 35-9011 | 4130 |
| Service Workers | Dishwashers | 35-9021 | 4140 |

| EEO-1 Job Group | Job Title/Description of Standard Occupational Classification (SOC) | Six-Level SOC Job Code | Four-Digit Census Code |
|------------------------|--|-------------------------------|-------------------------------|
| Service Workers | Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop | 35-9031 | 4150 |
| Service Workers | Food Preparation and Serving Related Workers, All Other | 35-9099 | 4130 |
| Service Workers | First-Line Supervisors of Housekeeping and Janitorial Workers | 37-1011 | 4200 |
| Service Workers | Janitors and Cleaners, Except Maids and Housekeeping Cleaners | 37-2011 | 4220 |
| Service Workers | Maids and Housekeeping Cleaners | 37-2012 | 4230 |
| Service Workers | Building Cleaning Workers, All Other | 37-2019 | 4220 |
| Service Workers | Pest Control Workers | 37-2021 | 4240 |
| Service Workers | Gaming Supervisors | 39-1011 | 4300 |
| Service Workers | Slot Supervisors | 39-1012 | 4300 |
| Service Workers | First-Line Supervisors of Personal Service Workers | 39-1021 | 4320 |
| Service Workers | Gaming Dealers | 39-3011 | 4400 |
| Service Workers | Gaming and Sports Book Writers and Runners | 39-3012 | 4400 |
| Service Workers | Gaming Service Workers, All Other | 39-3019 | 4400 |
| Service Workers | Motion Picture Projectionists | 39-3021 | 4410 |
| Service Workers | Ushers, Lobby Attendants, and Ticket Takers | 39-3031 | 4420 |
| Service Workers | Amusement and Recreation Attendants | 39-3091 | 4430 |
| Service Workers | Costume Attendants | 39-3092 | 4430 |
| Service Workers | Locker Room, Coatroom, and Dressing Room Attendants | 39-3093 | 4430 |
| Service Workers | Entertainment Attendants and Related Workers, All Other | 39-3099 | 4430 |
| Service Workers | Embalmers | 39-4011 | 4460 |
| Service Workers | Funeral Attendants | 39-4021 | 4460 |
| Service Workers | Barbers | 39-5011 | 4500 |
| Service Workers | Hairdressers, Hairstylists, and Cosmetologists | 39-5012 | 4510 |
| Service Workers | Makeup Artists, Theatrical and Performance | 39-5091 | 4520 |
| Service Workers | Manicurists and Pedicurists | 39-5092 | 4520 |
| Service Workers | Shampooers | 39-5093 | 4520 |
| Service Workers | Skincare Specialists | 39-5094 | 4520 |
| Service Workers | Baggage Porters and Bellhops | 39-6011 | 4530 |
| Service Workers | Concierges | 39-6012 | 4530 |
| Service Workers | Tour Guides and Escorts | 39-7011 | 4540 |
| Service Workers | Travel Guides | 39-7012 | 4540 |
| Service Workers | Childcare Workers | 39-9011 | 4600 |
| Service Workers | Personal Care Aides | 39-9021 | 4610 |
| Service Workers | Fitness Trainers and Aerobics Instructors | 39-9031 | 4620 |
| Service Workers | Recreation Workers | 39-9032 | 4620 |
| Service Workers | Residential Advisors | 39-9041 | 4640 |
| Service Workers | Personal Care and Service Workers, All Other | 39-9099 | 4650 |

*** NOTE: Executive/Senior Level Officials and Managers include individuals who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services, within the parameters approved by boards of directors or other governing bodies. Residing in the highest levels of organizations, these executives plan, direct or coordinate activities with the support of subordinate executives and staff managers. They include, in larger organizations, those individuals within two reporting levels of the CEO. Examples

of these kinds of managers are: chief executive officers, chief operating officers, chief financial officers, line of functional areas or operating groups, chief information officers, chief human resources officers, chief marketing officers, chief legal officers, management directors and managing partners.

| | | | | | | | | | | | | |
|-----------------|--|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | | |
| TOTAL EMPLOYEES | | | | | | | | | | | | |

Preparer's Name:

Preparer's Title:

Date:

☒ By checking this box, I certify that I personally completed this document and I adopt the name typed above as my electronic signature under the NYS Electronic Signatures and Records Act, with like legal force and effect as if I had physically signed the document.

Campus Name:



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:

SUNY
Cortland
Kristi Hughston, MWBE Program Coordinator
Miller Building, Room 309
PO Box 2000
Cortland, NY 13045
Fax: 607-753-5486
Tel: 607-753-2582
Email: Kristi.Hughston@cortland.edu

- 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**



Attachment

Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at:

http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf

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 of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are

of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated public procurements.

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

Bidders/proposers can demonstrate their commitment to the use of SDVOBs by responding to the questions below and including the responses with their bid/proposal:

Bidder/Proposer Name

Solicitation #

Bidder/Proposer Address

Are you a bidder/proposer that is a NYS-certified SDVOB? Yes No If yes, what is your DSDVBD Control #?

Will NYS-certified SDVOBs be used in the performance of this contract? Yes No

If yes, identify the NYS-certified SDVOBs that will be used below (if more than 4 identified, please attach an additional form):

NYS-Certified SDVOB 1:

Name

Address

Control # Contract # Total % Work Performed \$ Amount

Nature of Participation

NYS-Certified SDVOB 3:

Name

Address

Control # Contract # Total % Work Performed \$ Amount

Nature of Participation

NYS-Certified SDVOB 2:

Name

Address

Control # Contract # Total % Work Performed \$ Amount

Nature of Participation

NYS-Certified SDVOB 4:

Name

Address

Control # Contract # Total % Work Performed \$ Amount

Nature of Participation

Date

Authorized Signature

Contractor will report on **actual** participation by each SDVOB during the term of the contract to the contracting agency/authority on a quarterly basis according to policies and procedures set by the contracting agency/authority.

NOTE: Information about set asides for SDVOB participation in public procurement can be found at: <http://www.ogs.ny.gov/Core/SDVOBA.asp>, which provides guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.



UNIVERSITY-WIDE SDVOB PROGRAM UTILIZATION PLAN

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

Bid Date: [Click here to enter a date.](#)

Agreement/Contract Value: _____

Primary Contact: _____

City: _____ State: _____ Zip Code: _____

Fax Number: _____ E-Mail: _____

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



PROCUREMENT LOBBYING ACT PROCEDURE

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.

The University's Procedures are available at:

http://www.suny.info/policies/groups/public/documents/policies/pub_suny_pp_039630.htm

Please complete the following:

1. As defined in State Finance Law §§ 139-j (1)(a), has a governmental agency made a determination of non-responsibility with respect to the Offeror within the previous four years where such a 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, attach explanation
2. Has a governmental entity terminated or withheld a procurement contract with the Offeror 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, attach explanation

CERTIFICATION:

By signing below the Bidder affirms and certifies that it: (1) has reviewed and understands the Policy and Procedure of SUNY, related to SFL §§ 139-j and 139-k, (2) agrees to comply with SUNY's procedure relating to Contacts with respect to this procurement, and (3) has provided information that is complete, true, and accurate with respect to SFL §§ 139-j and 139-k. Bidder understands that SUNY reserves the right to terminate any resulting contract in the event it is found that the certification filed by the Bidder in accordance State Finance Law §§139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, SUNY may exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of the contract.

| | |
|--------------------------------------|--|
| Firms Name and Address: | |
| FEIN #: | |
| Telephone Number: (____) ____ - ____ | |
| Fax Number: (____) ____ - ____ | |
| Email Address: | |
| Bidder's Name and Title: | |
| Bidder's Signature: | |
| Date: | |

Bidder's Certifications

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__

Bidder's Certifications

NEW YORK STATE FINANCE LAW 139-L CERTIFICATION

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such 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.

Bidder Name: _____

By (signature): _____

Name: _____

Title: _____

Date: _____, 20__

Bidder's Certifications

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, Bidder and each person signing on behalf of 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 their knowledge and belief:

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

A bid shall not be considered for award nor shall any award be made where [1], [2], [3] above have not been complied with; provided however, that if in any case the Bidder(s) cannot make the foregoing certification, the Bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefor:

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation or partnership.

IF BIDDER IS A SOLE PROPRIETER OR PARTNERSHIP, COMPLETE THE FOLLOWING:

| NAMES OF PARTNERS OR PRINCIPALS | LEGAL RESIDENCE |
|---------------------------------|-----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

IF BIDDER IS A CORPORATION, COMPLETE THE FOLLOWING:

| NAME | LEGAL RESIDENCE |
|------------------|-----------------|
| President: _____ | _____ |
| Secretary: _____ | _____ |
| Treasurer: _____ | _____ |

Joint or combined bids by companies or firms must be certified separately on behalf of each participant.

Bidder's Certifications

Identifying Data:

| | |
|--|--|
| Bidder | |
| Address | |
| Telephone | |
| Name of Responsible Corporate Officer | |
| Title of Responsible Corporate Officer | |

*Joint or combined bids by companies or firms
must be certified separately on behalf of each
participant.*

Legal name of person, firm or corporation

By (signature): _____

Name: _____

Title: _____

Address: _____

**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 hereby 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. The surety shall fully perform and complete said work on its own, or through a contractor approved by the University, according to the terms, conditions and covenants of said Contract and specifications.

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



STATE UNIVERSITY OF NEW YORK CERTIFICATE OF INSURANCE

This is to certify to the State University of New York that the insurance policies listed below have been issued by the undersigned and are in full force and effect on the date borne by this Certificate.

Name of Insured Contractor: _____

Address of Insured Contractor: _____

Project Location and _____

Certificate Holder (Campus): _____ SUNY Project No.: _____

Project Title: _____

| KIND OF INSURANCE | LIMITS OF LIABILITY | POLICY NO | EFFECTIVE | EXPIRATION |
|---|--------------------------------|----------------|-----------|------------|
| Workers' Compensation | As required by law | | | |
| | | Carrier: _____ | | |
| Contractor's Comprehensive General Liability | \$ _____ Each Occurrence | | | |
| | \$ _____ Aggregate | | | |
| Bodily Injury Liability and Property Damage Liability | \$ _____ Combined Single Limit | Carrier: _____ | | |
| Contractor's Automobile Liability | Each Accident | | | |
| | \$ _____ or Occurrence | | | |
| Bodily Injury Liability and Property Damage Liability | \$ _____ Combined Single Limit | Carrier: _____ | | |
| Owner's Protective Liability | \$ _____ Each Occurrence | | | |
| | \$ _____ Aggregate | | | |
| Bodily Injury Liability and Property Damage Liability | \$ _____ Combined Single Limit | Carrier: _____ | | |
| Asbestos Abatement Insurance (If Applicable) | \$ _____ Each Occurrence | | | |
| | \$ _____ Aggregate | | | |
| | \$ _____ Combined Single Limit | Carrier: _____ | | |
| Builder's Risk (See Page 2) | \$ _____ | | | |
| | | Carrier: _____ | | |
| Excess or Umbrella | \$ _____ | | | |
| | | Carrier: _____ | | |

| | |
|--|--------------|
| Name of Insurance Agency (if any) | Phone () |
| Authorized Representative (Original Signature Required – No Stamp) | Date |

As an inducement to the "University" to approve the above signed as an insurance company issuing the policies listed above and this Certificate as being in compliance with the construction contract between the "University" and the contractor named above, the above signed insurance company, duly licensed to do business in the State of New York, hereby agrees as follows:

1. That the insurance policies listed above conform, with either the requirements set forth in Item 3 of the Request for Proposal for Contracts that do not exceed \$20,000, or set forth in Sections 5.06, 5.07, and 5.08 of Article V of the Agreement between the "University" and the Contractor for contracts that exceed \$20,000.
2. That the insurance policies listed above shall not be changed or cancelled and that they will automatically be renewed upon expiration and continued in force until final acceptance by the "University" of all the work covered by the aforesaid construction contract unless the "University" is given fifteen (15) days written notice to the contrary.
3. That the "University" shall not be liable for the payment of the premium on any of the insurance policies listed above and that such premium shall be payable by the Contractor named above who shall also receive any dividends or other refunds due under the above-listed insurance policies.
4. The Insurer certifies that there is no inconsistency or conflict with or between any of the terms, provisions and conditions hereof and any of the terms, provisions and conditions of the policies listed above except for the following: _____

5. That without the above signed foregoing agreements neither it nor this Certificate of Insurance would be approved by the "University."

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: \$ _____

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 RECORDSD
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).

Contractor:

Contractor's:

- ◆ Vendor Responsibility Construction Questionnaire
- ◆ Financial Statement
- ◆ Affidavit of No Change

State of New York / State University of New York

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE CONSTRUCTION

For any competitively bid construction contract of \$100,000 or more, or when proposed for subcontract work valued at \$100,000 or more, complete and submit the appropriate Office of the State Comptroller's Vendor Responsibility Questionnaire:

- [Vendor Responsibility Questionnaire, Construction—For Profit Business Entity](#)
 - [Attachment A: Completed Construction Contracts](#)
 - [Attachment B: Uncompleted Construction Contracts](#)
 - [Attachment C: Financial Information](#)
- [Vendor Responsibility Questionnaire, Construction—Not For Profit Business Entity](#)
 - [Attachment A: Completed Construction Contracts](#)
 - [Attachment B: Uncompleted Construction Contracts](#)
 - [Attachment C: Financial Information](#)

All questions must be answered. Whenever more space is needed to answer any question, or you wish to give further explanation, attach additional pages.

If you have submitted one of the above forms within 12 months of the bid date with any contracting agency, as long as the information remains unchanged and accurate, you may submit a complete certified copy of the form, together with an Affidavit of No Change (see page 4 of 4 of this form), to the State University of New York campus with which you are bidding. A campus may require additional information deemed necessary for its review.

A link to the Financial Statement forms is provided above. For your convenience there is also a Financial Statement form in word format on pages 2 and 3 of this document.

Note, for construction related consultant projects the non-construction forms located on the [OSC website](#) should be used for Vendor Responsibility.

Note that your response to Form UF-15 must contain two parts:

1. Either one of the Vendor Responsibility Questionnaires indicated above, or an Affidavit of No Change
2. The Financial Statement

FINANCIAL STATEMENT

As of _____
(Date)

ASSETS

1. Current Assets

2. Cash \$ _____

3. Accounts receivable – less allowance for doubtful accounts _____

Retainers included in accounts receivable \$ _____

Claims included in accounts receivable not yet approved or in litigation _____

4. Notes receivable – due within one year _____

5. Inventory – materials _____

6. Contract costs in excess of billings on uncompleted contracts _____

7. Accrued income receivable _____

Interest _____

Other (list) _____

Total accrued income receivable _____

8. Deposits _____

Bid and plan _____

Other (list) _____

Total Deposits _____

9. Prepaid Expenses _____

Income Taxes _____

Insurance _____

Other (list) _____

Total Prepaid Expenses _____

10. Other Current Assets _____

(list) _____

Total other current assets _____

11. Total current assets _____

12. Investments _____

Listed securities – present market value _____

Unlisted securities – present value _____

13. Total investments _____

14. Fixed Assets _____

Land _____

Building and Improvements _____

Leasehold improvements _____

Machinery and equipment _____

Automotive Equipment _____

Office furniture and fixtures _____

Other (list) _____

Total _____

Less accumulated depreciation _____

15. Total fixed assets – net _____

16. 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) _____

17. Total Other Assets _____

18. **TOTAL ASSETS** _____

LIABILITIES

19. **Current Liabilities**

20. Accounts Payable \$ _____
21. Loans from shareholders – due within one year _____
22. Notes payable – due within one year _____
23. Mortgage payable – due within one year _____
24. Other payable – due within one year _____
(list) _____ \$ _____

Total other payables – due within one year _____

25. Billings in excess of costs and estimated earnings _____
26. Accrued expenses payable - salaries and wages _____
- payroll taxes _____
- employees' benefits _____
- insurance _____
- other _____
Total accrued expenses payable _____

27. Dividends payable _____
28. Income taxes payable - state _____
- federal _____
- other _____
Total income expenses payable _____

Total current liabilities _____

29. **Deferred Income Taxes Payable** - state _____
- federal _____
- other _____
Total deferred income taxes _____

30. **Long Term Liabilities**

Loans from shareholders – due after one year _____
Notes payable – due after one year _____
Mortgage – due after one year _____
Other payables – due after one year _____
(list) _____
Total long term liabilities _____

31. **Other Liabilities**
(list) _____
Total other liabilities _____

32. Total Liabilities _____

Net Worth

33. Net Worth (if proprietorship or partnership) _____
34. Stockholders' Equity
Common stock issued and outstanding _____
Preferred stock issued and outstanding _____
Retained earnings _____
Total _____
Less: Treasury stock _____
Total stockholders' equity _____
35. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY _____

NOTE: IF ADDITIONAL SPACE IS REQUIRED, PLEASE NOTE AND ATTACH SCHEDULE TO STATEMENT

36. Dated this _____ day of _____, 20__.

| | |
|----------------------|-------|
| NAME OF ORGANIZATION | BY |
| | TITLE |

**STATE UNIVERSITY OF NEW YORK
AFFIDAVIT OF NO CHANGE**

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

The undersigned, being duly sworn, deposes and says:

1. I am an officer/owner of _____ (hereinafter the "Contractor"), which is currently submitting a bid on a "University" Contract.
2. Contractor previously submitted a New York State Vendor Responsibility Questionnaire for Construction within one year prior to the date hereof to _____ in connection with a bid on another State or "University" Contract.
3. Attached is an accurate and true copy of such previously submitted New York State Vendor Responsibility Questionnaire for Construction.
4. I hereby certify that, with the exception of the information specified in Section III of the Questionnaire, there has been no material change in the information pertaining to the Contractor specified on such attached Questionnaire, except as follows:

5. I hereby certify that there has been no change in the information pertaining to the uncompleted construction contracts of the Contractor specified in Section III of the Questionnaire, except as follows:

Name:
Title:
Date:

Sworn to before me this _____ day
of _____, 20____

Notary Public

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> (<u>LLC</u> or <u>PLLC</u>) | 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</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State? | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i> | | | <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</u> -related <u>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 (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 <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> <p style="padding-left: 20px;">(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</p> <p style="padding-left: 20px;">(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</p> | <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 Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract? ☐ Yes ☐ No

If "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 below or attach additional sheets with numbered responses.

9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over \$25,000? ☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, 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.

9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over \$25,000 filed against the Business Entity 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.) ☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? ☐ Yes ☐ No

If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, 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.

9.4 What is the Business Entity's Bonding Capacity?

a. Single Project

b. Aggregate (All Projects)

9.5 List Business Entity's 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 Business Entity's 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 Business Entity's most recent annual financial statement 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