DESIGN & CONSTRUCTION GROUP
THE GOVERNOR NELSON A. ROCKEFELLER
EMPIRE STATE PLAZA
ALBANY, NY 12242

ADDENDUM NO. 1 TO PROJECT NO. 47245

**CONSTRUCTION, HVAC AND ELECTRICAL WORK
REPLACE ROOF AND HVAC EQUIPMENT
BUILDING 706, YAPHANK CLINIC
31 INDUSTRIAL BOULEVARD,
MEDFORD, NY**

**PILGRIM PSYCHIATRIC CENTER
998 CROOKED HILL ROAD,
WEST BRENTWOOD, NY**

August 14, 2023

NOTE: This Addendum forms a part of the Contract Documents. Insert it in the Project Manual. Acknowledge receipt of this Addendum in the space provided on the Bid Form.

BIDDING REQUIREMENTS – COMMON DOCUMENTS

1. DOCUMENT 000101 ADVERTISEMENT FOR BIDS: The last date for receipt of bids is changed from Wednesday, August 16, 2023, to Wednesday, August 23, 2023.

CONTRACTING REQUIREMENTS – COMMON DOCUMENTS

2. DOCUMENT 007213 GENERAL CONDITIONS: Discard the Document bound in the Project Manual and substitute the accompanying Document (pages 007213-1 thru 007213-28) noted "Appendix A revised 06/2023".

GENERAL REQUIREMENTS – COMMON DOCUMENTS

3. Page 015000 – 2, Article 1.05: Change Article to read:

"**1.05 TEMPORARY TOILETS**

A. Construction Work Contract: Provide toilet facilities for Contractors and subcontractors employees engaged on the Project, including employees of other contractors. Locate toilets where directed, and maintain them in a sanitary condition.

NUMBER OF EMPLOYEES	MINIMUM NUMBER OF FACILITIES
20 or less	1 toilet
20 or more	1 toilet and 1 urinal per 40 employees
200 or more	1 toilet and 1 urinal per 50 employees

*Toilet/Urinal Combinations shall count as only one facility.

1. Where water and sewer connections are available, provide water closets, otherwise provide approved chemical or electric toilets.
2. Inside buildings, locate toilet facilities no more than 4 stories or 60 feet above or below, nor more than 500 feet travel on the same level from the work location of any person."

GENERAL REQUIREMENTS – CONSTRUCTION WORK

4. SECTION 015213 STATE FIELD OFFICE: Add the accompanying Section to the Project Manual (pages 015213-1 thru 015213-3).

CONSTRUCTION WORK DRAWINGS

5. Drawing No. G-101:
   a. ADD:
   "Uniform Code Statement: To the best of the registered design professional's knowledge, belief, and professional judgement, these plans and/or specifications are in compliance with the 2020 Uniform Code of New York State."

6. Drawing No. A-001:
   a. Change GENERAL NOTES to read:
   "Keep the building dry during building operations. Any water or debris entering the building caused by re-roofing work shall be cleaned up by the contractor. Any damage to the building or its contents shall be repaired or replaced by the contractor to match existing at no cost to the State.

   Provide dumpsters/carting service for contract rubbish removal. Remove all materials made spare by this work and dispose of legally. Dumpster removal location and schedule shall be coordinated with the Director's Representative."

7. Revised Drawing:
   a. Drawing No. A-002, noted "ADDENDUM 1 8/11/2023" accompanies this Addendum and supersedes the same numbered originally issued drawings.

8. Drawing No. A-505:
   a. Detail 2, Typical Drain Notes, Add:
   "3. Retrofit roof drain insert shall not reduce the clear inside diameter less than 3" at any point."

ELECTRICAL WORK DRAWINGS

9. Drawing No. E-101:
   a. Detail 2, Keyed Notes 2&3: Delete "New"

END OF ADDENDUM

Brady M. Sherlock, P.E.
Director, Division of Design
Design & Construction

STATE OF NEW YORK - EXECUTIVE DEPARTMENT

OFFICE OF GENERAL SERVICES - DESIGN & CONSTRUCTION GROUP

DOCUMENT 007213
GENERAL CONDITIONS
AUGUST 2010 EDITION

TABLE OF ARTICLES

1. The Contract Documents 2
2. Definitions 2
3. Interpretation of Contract Documents 3
4. Submittals 3
5. Materials and Labor 4
6. Contractor's Supervision 4
7. Use of Premises 5
8. Permits and Compliance 6
9. Inspection and Acceptance 6
10. Orders on Contract (Change Orders) 7
11. Site Conditions 8
12. Suspension of Work 8
13. Time of Completion and Termination for Cause 8
14. Termination of Contractor's Employment for the Convenience of the State of New York 9
15. Disputes 10
16. Statutory Requirements for Utilization of Minority and Women Owned Business Enterprises 10
17. Coordination of Separate Contracts 11

17A Delays……. 11

18. Responsibility for Damage 13
19. Insurance - Builder's Risk, Liability and Workers' Compensation 13
20. Occupancy Prior to Completion and Acceptance 15
21. Payment 15
22. Audits and Records 16
23. Labor Law Provisions 16
24. Statutory Requirements for Restrictions on Contracts during the Procurement Process and Disclosure of Contracts and Responsibility of Offerers 17
25. Miscellaneous Provisions 18

STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS - APPENDIX A 20

STANDARD CLAUSE FOR CONTRACTOR DEFAULT AND SURETY TAKEOVER - APPENDIX B 28

(Appendix A revised 06/2023)
(Articles 5, 10 and 21 revised in 01/2011)
(Article 23 corrected in 02/2017)

ARTICLE 1 - THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the Agreement, the Performance and Payment Bonds, the General Conditions, the Supplementary Conditions, Appendix A, the Drawings and Specifications, Addenda issued prior to the receipt of bids and all subsequent modifications and changes issued pursuant to the General Conditions.

1.1.1 The Performance and Payment Bonds are not a part of Single Trade Contract less than two hundred thousand dollars.

1.2 The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, either written or oral including the bidding documents.

1.3 The Contract may not be modified except in accordance with the General Conditions.

1.4 The project is designed in accordance with the Building Codes of New York State and its reference standards. In no instance shall the Contractor deviate from the contract documents except as provided for in the contract. The Contractor shall notify the State of any deviations or conflicts observed that may violate the Building Codes.

ARTICLE 2 - DEFINITIONS

2.1 The following terms shall have the meanings ascribed to them in this Article, wherever they appear in the Contract Documents.

2.2 The term "Agency" means the officer, board, department, commission, authority, fund or public benefit corporation executing the Agreement.

2.3 The term "Commissioner" means the Commissioner of General Services.

2.4 The term "Comptroller" means the Comptroller of the State of New York.

2.5 The term "Contracting Officer" means the Director of Contract Administration of the Design and Construction Group of the Office of General Services or his representative designated in writing.

2.6 The term "Contractor" means the person, firm or corporation executing the Agreement or the successor or assignee of the Contractor approved in writing by the Contracting Officer. If the text requires, the term includes the person, firm or corporation executing any Agreement in furtherance of the Project or the successors or assigns approved in writing by the Contracting Officer.

2.7 The term "days" means calendar days.

2.8 The term "Director" means the Director of Construction of the Design and Construction Group of the Office of General Services who will have general direction and supervision of the Work.

2.9 The term "Director's Representative" means the employee or agent of the Design and Construction Group designated in writing by the Director as such. Under the general supervision of the Director, the Director's Representative shall have complete charge of the Work and shall exercise full supervision and direction of the Work. Where the Contract Documents specifically designate a person to perform a function or duty, that person shall be the Director's Representative but only for the performance of that function or duty. Where the word "directed" appears in the Contract Documents, the words "by the Director's Representative" shall be deemed inserted thereafter in each case except where it is obviously inappropriate in context.

2.10 The term "Group Director" means the Deputy Commissioner for Design and Construction, Office of General Services.

2.11 The term "liquidated damages" means the amount of money to be assessed against the Contractor for delay in physical completion of the Work.

2.12 The term "physical completion" means the date upon which the Director's Representative certifies that all deficiencies noted on the Final Inspection List have been corrected and is evidenced by issuance of the Physical Completion Report.

2.13 The term "premises" means all land, buildings, structures and all other things of any kind located on or adjacent to the Site and owned, occupied or otherwise used by the State.

2.14 The term "product data" means manufacturer's catalog sheets, brochures, standard diagrams, illustrations, schedules, performance charts, test data, standard schematic drawings, specifications and installation instructions.

2.15 The term "Project" means Work at the same Site carried out pursuant to one or more sets of Contract Documents.

2.16 The term "provide" means furnish and install complete, in place and ready for operation and use.

2.17 The term “sample” means physical examples submitted by the Contractor of materials, equipment or workmanship to establish a standard which the Contractor is required to meet and to show the quality, type, range of color, finish, and texture of the material intended to be furnished for the Work.

2.18 The term “shop drawing” means an original drawing prepared by a Contractor, subcontractor, supplier or distributor which illustrates some portion of the Work showing fabrication, layout, fitting or erection details.

2.19 The term “Site” means the area within the contract limit, as indicated by the Contract Documents, including all land, buildings, structures and other things located within those limits.

2.20 The term “State” means the State of New York.

2.21 The term “substantial completion” means that the Work or major milestones there of as contemplated by the terms of this contract are sufficiently complete so that the Work can be used for the purpose for which it is intended.

2.22 The term “Work” means all that which is required of the Contractor by the Contract Documents including labor, materials, tools and equipment.

2.23 The term “Offerer” shall mean the individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement.

ARTICLE 3 - INTERPRETATION OF CONTRACT DOCUMENTS

3.1 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. It is not intended to include work not properly inferable from the Contract Documents.

3.2 Upon the Contractor’s written request, the Director’s Representative may issue written interpretation or drawings necessary for the proper execution or progress of the Work which interpretation shall be consistent with and reasonably inferable from the Contract Documents.

3.3 The language of the Contract Documents is directed at the Contractor unless specifically stated otherwise.

3.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

3.5 In the event of conflicting provisions in the Contract Documents, the drawings will take precedence over the specifications.

3.6 In the event of conflicting provisions within the drawings, the following order of precedence for resolution of the conflict shall apply: the more specific provision will take precedence over the less specific; if not resolved, the less stringent will take precedence over the more stringent; if not resolved, the less expensive item will take precedence over the more expensive. On all drawings, figures take precedence over scaled dimensions.

3.7 In the event of conflicting provisions within the specifications, the following order of precedence for resolution of the conflict shall apply: the more specific provision will take precedence over the less specific; if not resolved, the less stringent will take precedence over the more stringent; if not resolved, the less expensive item will take precedence over the more expensive.

3.8 If during the performance of the work, the Contractor identifies a conflict in the Contract Documents; the Contractor shall promptly notify the Director’s Representative in writing of the conflict and advise as to the course of action the Contractor proposes to follow. The Director’s Representative shall promptly acknowledge the notification in writing and advise the Contractor, pursuant to Paragraph 3.2 of these General Conditions, as to the interpretation to be followed in the performance of the Work.

ARTICLE 4 - SUBMITTALS

4.1 The Contractor and the Director shall adhere to the submittal and scheduling requirements specified in Division 01 - General Requirements.

4.2 The Contractor shall approve all submittals before submitting them. By such approval, the Contractor represents that it has determined and verified field measurements, field construction criteria, materials, catalog numbers, and similar data and that it has checked and coordinated shop drawings, product data and samples with the requirements of the Contract Documents and that it has verified the completeness, correctness, and accuracy of the submittal.

4.3 The Director’s approval of shop drawings, product data and samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has previously informed the Director of any anticipated deviation utilizing the required deviation request form,

(available at the OGS D&C website),at the time of submission. Written approval of the specific deviations as outlined on the request form shall be required. The Director's approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings, product data or samples.

4.4 Portions of the Work requiring shop drawings, product data, quality assurance information, or sample submittals shall not be commenced until the appropriate submittals have been approved by the Director.

4.5 The Contractor shall deliver to the Director, in the detail and form and at the time the Director shall require, information concerning the Contractor's operations and proposed operations upon the Project all in accordance with Division 01 - General Requirements.

4.6 During the term of this Project, the Director may require any Contractor to modify any schedules which it has submitted either before or after they are approved so that the Work of any contract in furtherance of the Project may be properly progressed and so that changes in the Work or the work of related contracts is properly reflected in the schedules.

4.7 Where indicated under the specific submittal requirements of the specifications, a re-evaluation fee of $250.00 will be assessed against the Contractor for each re-evaluation required of any submittal package that is deemed incomplete, or lacking appropriate content or required format as required by the individual specification section.

ARTICLE 5 - MATERIALS AND LABOR

5.1 All materials, equipment and articles used permanently in the Work which become the property of the State shall be new unless specifically stated otherwise.

5.2 Asbestos Free Materials: All materials used for construction shall be free of asbestos containing materials unless the materials containing the asbestos have been previously approved for use by the State. If asbestos is found in installed products not previously approved by the State, then it will be the responsibility of the contractor to abate the asbestos containing material and replace the work with new asbestos free materials at no cost to the State of New York in compliance with the requirements of the contract.

5.3 Except where specifically provided otherwise, whenever any product is specified by brand name, i.e., manufacturer's or supplier's name or trade name and catalog or model number or name, the intent is not to limit competition but to establish a standard of quality which the Director has determined is necessary. The words "or equal" shall be deemed inserted in each instance. The Contractor may use any product equal to that named in the Contract Documents which is approved by the Director and which meets the requirements of the Contract Documents providing the Contractor gives timely notice of the Contractor's intent in accordance with the submittal and scheduling requirements of Division 01 - General Requirements.

5.4 The Contractor shall have the burden of proving at the Contractor's own cost and expense, to the satisfaction of the Director, that the proposed product is equal to the named product. The Director may establish criteria for product approval. The Director shall determine with absolute discretion whether a proposed product is to be approved.

5.5 If the Contractor fails to comply with the provisions of this Article, or if the Director determines that the proposed product is not equal to that named, the Contractor shall supply the product named.

5.6 The Contractor shall have and make no claim for the extension of time or for damages because the Director requires a reasonable period of time to consider a product proposed by the Contractor or because the Director disapproves such a product.

5.7 Where optional materials or methods are specified, or where "or equal" submissions are approved, the Contractor shall make all adjustments to contingent Work, whether the contingent Work be the Work of its contract or the Work of other Contractor's, necessary to accommodate the option or "or equal" product it selects without extra or additional cost.

5.8 Royalties and Patents: The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the State harmless from loss on account thereof, except that the State shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer is specified.

ARTICLE 6 - CONTRACTOR'S SUPERVISION

6.1 The Contractor shall designate in writing competent supervision and/or management representatives as required below to represent the Contractor at all times with authority to act for the Contractor. All Direction given to the Contractor's Representatives shall be as binding as if given to the Contractor. A Superintendent or Project Manager shall be classified as management representatives included in the Contractor's overhead and shall perform management, supervisory and/or administrative tasks (non labor) only. Individuals listed under this Article shall have the ability to effectively communicate (verbal and written) with all parties associated with the administration/supervision of this contract.

6.1.1 For contracts valued up to $500,000 the contractor shall provide a supervisor for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work.

6.1.2 For contracts valued from $500,000 to $2,000,000 the Contractor shall provide a Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct and schedule the Work, shall attend all project meetings, shall coordinate the Work of subcontractors, and make purchase and cost decisions on behalf of the Contractor.

6.1.3 For contracts valued from $2,000,001 to $5,000,000 the contractor shall provide a Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, attend all project meetings, and coordinate the Work of subcontractors. The Contractor shall also provide a Project Manager who shall attend project meetings, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations. The Contractor shall provide required information to the Director's Representative for the Project Schedule.

6.1.4 For contracts valued from $5,000,001 to $10,000,000 the contractor shall provide a Project Manager and Superintendent for the Contractor's staff that shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, and coordinate the Work of subcontractors. The Project Manager shall attend project meetings, maintain the project schedule, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations.

6.1.5 For contracts valued for more than $10,000,000 the contractor shall provide a Project Manager and Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, attend all project meetings, and coordinate the Work of subcontractors. The Project Manager shall attend project meetings, maintain the project schedule, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations. If at any time there are more than five subcontractors performing work on the site simultaneously an additional Superintendent is required coordinate their Work.

6.2 Should the Director deem any employees of the Contractor incompetent or negligent or for any cause unfit for their duty, the Contractor shall dismiss them and they shall not again be employed on the Work.

6.3 Before any part of the Contract shall be sublet or material purchased, the Contractor shall submit to the Director in writing the name of each proposed subcontractor and supplier and obtain the Director's written consent to such subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor and supplier by the Director or Contracting Officer without causing delay in the work of the Project. The Contractor shall promptly furnish such information as the Director or Contracting Officer may require concerning the proposed subcontractor's and supplier's ability and qualifications, and Minority/Women Owned Business Enterprises Status. Each request for approval of a subcontractor whose subcontract will be valued at $10,000.00 or more shall also be accompanied by a NYS Vendor Responsibility Questionnaire - For-Profit Construction properly completed and executed by the proposed subcontractor.

6.4 The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.

6.5 The Contractor shall be responsible for informing its subcontractors and suppliers of all the terms, conditions and requirements of the Contract Documents including, but not limited to the General Conditions, Supplementary Conditions, the Drawings and Specifications, Appendix A, and changes made by Addenda.

ARTICLE 7 - USE OF PREMISES

7.1 If the Premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations governing access to, operation of, and conduct while in or on the Premises and shall perform

the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business.

7.2 Any request received by the Contractor from any source other than the Director or the Director's Representative to change the Work or its sequence shall be referred to the Director's Representative for determination.

7.3 The Contractor, its subcontractors and their employees shall not have access to or be admitted to any area of the Premises outside the Site except with the written permission of the Director's Representative.

ARTICLE 8 - PERMITS AND COMPLIANCE

8.1 The Contractor shall obtain, maintain and pay for all permits and licenses legally required and shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the Work at no additional cost.

ARTICLE 9 - INSPECTION AND ACCEPTANCE

9.1 The Director's Representative will inspect and test the Work at reasonable times at the Site, unless the Director determines to make an inspection or test at a place of production, manufacture or shipment. Such inspection or test shall be conclusive as to whether the material and workmanship inspected or tested conforms to the requirements of the Contract. Such inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Director to reject the completed Work.

9.2 The Contractor shall, without charge, promptly correct any Work the Director's Representative finds does not conform to the Contract Documents unless in the public interest the Director consents to accept such Work with an appropriate adjustment on the Contract sum and/or to any terms and conditions of the Contract. The Contractor shall promptly remove rejected material from the Premises.

9.3 If the Contractor does not promptly correct rejected Work including the work of other sub-contractors destroyed or damaged by removal, replacement, or correction, the Director may (1) correct such Work and charge the cost thereof to the Contractor; or (2) terminate the Contract in accordance with Article 13 of the General Conditions.

9.4 The Contractor shall furnish promptly without additional charge all facilities, labor, material and equipment reasonably needed to perform in a safe and convenient manner such inspections and tests as the Director's Representative requires.

9.5 The Contractor shall keep the Director's Representative informed of the progress of the Contractor's Work and particularly when the Contractor intends to cover Work not yet inspected or tested. All inspection and tests by the Director's Representative shall be performed in such manner as not to unreasonably delay the Work.

9.5.1 The Contractor shall be responsible for all required tests and appropriate test schedules, approvals and inspections pursuant to the Contract Documents.

9.5.2 The Contractor shall be back-charged with any cost of inspection when the Work is not ready at the time specified by the Director's Representative for inspection, or for deficient work that shall require re-testing.

9.6 Should the Director's Representative determine at any time before acceptance of the entire Work to examine Work already completed by removing, uncovering or testing the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, materials and equipment to conduct such inspection, examination or test. If such Work is found to be defective or nonconforming in any material respect, the Contractor shall defray all the expenses of such examination and satisfactory reconstruction. If the Work is found to meet the requirements of the Contract Documents, the Contractor shall be compensated for the additional services involved in such examination and reconstruction by order on contract and, if completion of the Work has been delayed thereby, shall receive a suitable extension of time.

9.7 No previous inspection or certificates of payment shall relieve the Contractor from the obligation to perform the Work in accordance with the Contract Documents. The final payment shall not relieve the Contractor of the responsibility for failing to comply with the Contract Documents.

9.8 The Contractor shall remedy all defects, paying the cost of any damage to other work or property of the State resulting there from, which shall appear within a period of one year from the date of physical completion.

9.9 Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

9.9.1 Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

9.9.2 This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

ARTICLE 10 - ORDERS ON CONTRACT (CHANGE ORDERS)

10.1 The State may make changes by altering, adding to or deleting from the Work, and adjusting the Contract sum accordingly. All changed Work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the order on contract. Any change in the Contract sum or time for completion of the described work of the order on contract shall be contained in the order on contract. Any change in schedule resulting from an order on contract will be issued in accordance with the provisions of Paragraphs 4.6 and 13.5 of these General Conditions.

10.2 No written or oral instructions shall be construed as directing a change in the Work unless in the form of an order on contract signed by the Contracting Officer. The order on contract shall describe or enumerate the Work to be performed, state the amount (if any) to be added to or deducted from the Contract sum and state the time allowed (if any) for the performance of the changed work. If the extent or cost of the Work is not determinable until after the changed Work is performed, the order on contract shall specify the method for determining the cost and extent of the changed Work when completed. If the Contractor disagrees as to any element of the order on contract, the Contractor shall promptly indicate such disagreement in writing by certified mail directed to the Contracting Officer and shall promptly proceed in accordance with the order on contract. The Contractor's letter of disagreement shall identify by number the order on contract with which the Contractor is disagreeing, the elements with which the Contractor disagrees and a statement as to why there is a disagreement on each element. The letter of disagreement shall be accompanied by documentation of every material element of the Contractor's basis for disagreement. The Contracting Officer shall promptly review the Contractor's letter and supporting documentation and advise the Contractor in writing of any modifications to the order on contract or of the confirmation of the order on contract as issued. The Contracting Officer may, in the exercise of discretion, conduct informal discussions or meetings with the Contractor and/or State Officials, employees or agents prior to rendering a decision.

10.3 If the Contractor is required to perform Work for which the Contractor believes it is entitled to an order on contract, the Contractor shall give the Director prompt written notice and await instructions before proceeding to execute such Work. The Contractor shall thereafter proceed diligently with the performance of the contract in accordance with the Director's instructions. The Contractor shall maintain complete cost records including but not limited to time and payroll records, material invoices and delivery tickets, equipment rental and purchase invoices for itself and all subcontractors, suppliers and material-men when the Contractor performs work which the Contractor believes is extra or additional work. Failure to maintain such records shall waive any right to extra and additional costs beyond those costs supported by actual cost records.

10.4 The Contracting Officer shall determine the value of any order on contract by one or more of the methods provided in Division 01 - General Requirements.

10.5 Irrespective of the method used or to be used by the State in determining the value of a change order, the Contractor shall after receipt of a request, promptly submit to the State a detailed breakdown of the Contractor's estimate of the value of the omitted or extra work. The Contractor shall submit evidence, satisfactory to the Contracting Officer, to substantiate each and every item that constitutes his proposal for the change. The State shall promptly respond to such submission.

10.5.1 The contractor shall submit a responsive cost proposal to the Director's Representative in proper form subject to the provisions of this Article. The contractor shall respond no later than 30 days from the date of a "request for proposal" from the Director's Representative. Should the contractor fail to respond or submit the required cost proposal within the 30 day requirement, the State shall determine a fair market value for the work proposed and will issue an order on contract or field order to the contract. The Contractor, by failing to respond or provide an acceptable proposal; waives any claim or rights to any extra and or additional costs as determined by the Contracting Officer.

10.6 Unless otherwise specifically provided for in a change order, the compensation specified therein for extra work includes full payment for both the extra work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Contractor waives all rights to any other compensation for said extra work, damage or expense.

10.7 No order on contract which creates a liability on the State shall be binding unless approved by the Office of the State Comptroller.

ARTICLE 11 - SITE CONDITIONS

11.1 If the Contractor encounters subsurface or other latent physical conditions at the Site which differ substantially from those shown, described or indicated in such information provided by the State or from any information which is a public record and which subsurface or other latent physical condition could not have been reasonably anticipated from that information or from the Contractor's own inspection and examination of the Site, the Contractor shall give immediate written notice to the Director before any such condition is disturbed. The Director shall promptly investigate and, if it is determined that the conditions substantially differ from those which should have been reasonably anticipated, shall make such changes in the Drawings and Specifications as may be required. If necessary, the Contract sum and completion date shall be adjusted, to reflect any increase or decrease in the cost of, or time required for, performance of the Contract.

ARTICLE 12 - SUSPENSION OF WORK

12.1 The Director may order the Contractor in writing to suspend, delay, or interrupt performance of all or any part of the Work for a reasonable period of time as the Director may determine.

12.2 Upon receipt of a suspension order, the Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.

12.3 The Contractor specifically agrees that a suspension, interruption or delay of the performance of the Work pursuant to this Article for a period or periods not exceeding thirty days in total shall not increase the cost of performance of the Work of this Contract other than costs directly related to demobilization and remobilization for the Work, temporary services costs, equipment rental which cannot be practically suspended and temporary protection measures which are unusual but necessary.

ARTICLE 13 - TIME OF COMPLETION AND TERMINATION FOR CAUSE

13.1 All time limits stated in the Contract are of the essence of the Contract.

13.2 Termination for Cause.

13.2.1 If in the judgment of the Group Director, the Contractor fails or refuses to prosecute the Work in accordance with the Contract, or is failing to complete the Work within the time provided by the Contract, the Group Director may terminate the Contract by written notice. In such event, the Group Director shall order the surety to complete the Work.

13.2.2 If it is determined after the award of the contract that there exists any cause of so serious or compelling a nature, including but not limited to, submission to a contracting agency of a false or misleading statement on a NYS Vendor Responsibility Questionnaire, or in some other form in connection with a bid for or award of this or any other contract or a request for approval of a subcontractor, that it raises questions about the present responsibility of a contractor or subcontractor, the Group Director may terminate the Contract by written notice. In such event, the Group Director may or may not in his sole discretion, order the surety to complete the Work.

13.2.3 The Director will notify the Contractor and Surety that the State is considering declaring the Contractor in default and will arrange a hearing with the Contractor and the Surety to discuss methods of performing and completing the contract work.

13.2.4 If the State formally declares the contractor in default the State will demand upon the Surety to complete any and all remaining work pursuant to the terms of the Contract and the Surety Takeover Guidelines incorporated as Appendix B. The Surety may undertake to perform and complete the work itself, through its agents or through independent contractors approved by the State. The State will agree to pay the balance of the Contract price to the Surety in accordance with the terms and conditions of the Contract or to the designee authorized in writing by the surety upon acceptance of the Surety's completion plan pursuant to Appendix B. incorporated herein.

13.2.5 The surety agrees to complete any investigation into the default of the Contractor and advise the Group Director as to its intended course of action within ten days of receipt of the written notice of default. That notice will detail the underlying reasons for the default and provide pertinent documentation including the surety takeover guidelines of the Contracting Officer. Any request by a surety for execution of a takeover agreement, shall be delivered to

the Contracting Officer for consideration, within the same ten day period. No changes in the terms and conditions of the Contract will be considered. All rights remedies and defenses of the parties are reserved and no rights, remedies or defenses of the parties are waived, by virtue of the surety's agreement to assume contract performance under the bond

13.2.6 The Surety may elect to forfeit the remaining penal sum of the Performance Bond within twenty days of notification of default by the State; with no additional penalties imposed, upon the execution of a release prepared by the State. The State will determine the value of the remaining Work based upon its investigation of the Work in place against payments previously authorized. As soon as practical the Surety will tender payment therefore to the State.

13.2.7 If the surety fails or refuses to complete the Work within twenty five days of the notification of the contractors default or if the Surety fails or refuses to complete the work within the time frames allotted by the State, the Group Director may take over the Work and prosecute it to completion by contract publicly let or otherwise, and may take possession of and utilize in completing the Work, such of the Contractor's materials, equipment and plant as may be on the Site of the Work. Whether or not the right to terminate is exercised, the Contractor and the Surety shall be liable for any damage to the State resulting from the failure or refusal to complete the Work in accordance with the Contract or the failure to complete the Work within the time provided by the Contract.

13.2.8 Should the Surety fail to commence the work the Group Director will notify the Surety that the State is considering declaring the Surety in default and will arrange a hearing with the Surety to discuss methods of performing and completing the contract work. It is the policy of the Office of General Services, Design and Construction Group to let a Contract for the remaining work after the 21st day of the demand upon the Surety to complete the Work pursuant to the terms and conditions of the Contract, and the Performance Bond filed with the Office of the State Comptroller.

13.3 The amount of Liquidated Damages shall be the product of $1,000.00 times the number of days of delay in physical completion of the work. Upon the assessment of such damages the State may withhold the sum of the damages contemplated from payments to avoid an overpayment to any firm where damages would apply.

13.3.1 If the Group Director terminates the Contract, damages shall consist of liquidated damages, if any, until the Work is physically completed, plus any increased costs occasioned the State in completing the Work.

13.3.2 If the Group Director does not terminate the Contract, the damages shall consist of liquidated damages, if any, until the Work is physically completed.

13.4 The Contract shall not be so terminated nor the Contractor charged with resulting damage if:

13.4.1 The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers, and

13.4.2 The Contractor notifies the Director in writing of the causes of delay within ten days from when the Contractor knew or ought to have known of any such delay.

13.5 The Director will ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the Director's judgment, the findings of fact justify such an extension, and the Director's findings of fact shall be final and conclusive on the parties.

13.6 If after notice of termination of the Contract, it is determined for any reason the Contractor was not in default or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

13.7 The rights and remedies of the State provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

13.8 The State, as defined in Article 2 of these General Conditions, reserves the right to terminate this contract in the event it is found that the certification filed by the offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the offerer in accordance with the written notification terms of the contract.

ARTICLE 14 - TERMINATION OF CONTRACTOR'S EMPLOYMENT FOR THE CONVENIENCE OF THE STATE OF NEW YORK

14.1 The Group Director may terminate this Contract whenever the public interest so requires by delivering to the Contractor a notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from such termination. The State shall pay the Contractor the sum of:

14.1.1 The costs actually incurred by the Contractor, subcontractors, and sub-subcontractors or their suppliers up to the effective date of such termination, and

14.1.2 The cost of settling and paying claims, provided the concurrence of the Contracting Officer is obtained prior to agreeing to any such settlement, arising out of the termination of Work under subcontracts or orders exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the notice of termination of Work under this Contract, which amounts shall be included in the cost on account of which payment is made under 14.1.1 above, and

14.1.3 An amount determined by adding to the amount of the costs under 14.1.1 above a sum equal to 20% (comprised of 10% overhead and 10% profit) thereof, provided, however, that if it appears that the Contractor would have sustained a documentable loss on the entire Contract had it been completed, an appropriate adjustment shall be made reducing the amount to be paid under this Article to reflect the indicated rate of loss.

14.2 In no event shall the Contractor's compensation exceed the total Contract amount.

14.3 The detailed estimate or amount of progress payments made to the Contractor prior to the day termination was effective shall not be conclusive evidence of costs incurred but progress payments shall be offset against any payment which the State makes to the Contractor as a result of such termination.

ARTICLE 15 - DISPUTES

15.1 The Contractor specifically agrees to submit, in the first instance, any dispute or disagreement relating to the performance of this Contract to the Group Director, who shall render a decision in writing and furnish a copy thereof to the Contractor. The Contractor agrees that this clause does not apply to any dispute or disagreement which involves delay, acceleration, interference or any other act or omission constituting a breach of contract; any matter relating to extensions of time, bonuses or liquidated damages; to the value of any order on contract or field order (issued pursuant to Division 01 - General Requirements); any termination for cause or convenience; or to termination costs allowable pursuant to contract.

15.2 The Contractor must request such decision in writing by certified mail no more than fifteen days after the Contractor knew or ought to have known of the facts which are the basis of the dispute or disagreement. Such writing shall identify the nature of the dispute or disagreement; identify the person who rendered the decision or interpretation involved and the date of the decision or interpretation with which the Contractor disputes or disagrees, attaching a copy of such decision or interpretation; contain a statement of the contractual basis for the dispute or disagreement; and identify the relief sought.

15.3 The Group Director may cause an investigation to be made of the circumstances involving the dispute or disagreement and may cause a fact-finding proceeding to be conducted before rendering the decision.

15.4 The Contractor agrees that the decision of the Group Director shall be final and conclusive. Nothing in this Contract shall be construed as making final the decision of any administrative official upon a question of law.

ARTICLE 16 - STATUTORY REQUIREMENTS FOR UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

16.1 Pursuant to Section 313 of Article 15-A of the Executive Law of the State of New York, the Director of the Division of Minority and Women's Business Development has promulgated rules and regulations (Parts 140 through 145 of Subtitle N of Title 9 New York Code of Rules and Regulations) (the "Regulations") for the purposes of ensuring that certified Minority and Women owned Business Enterprises shall be given the opportunity for meaningful participation in the performance of State contracts and to facilitate the award of a fair share of State contracts and subcontracts to such business enterprises.

16.2 The Contractor shall make a good faith effort to solicit active participation in the Work by enterprises identified in the directory of certified businesses obtainable from the Division of Minority and Women's Business Development, New York State Department of Economic Development.

16.3 The Contractor agrees, as a material condition of this contract, to be bound by the provisions of Section 316 of Article 15-A of the Executive Law of the State of

New York which relates to the resolution of disputes which may arise under this Article.

16.4 The Contractor agrees to include the provisions of Paragraphs 16.2 and 16.3 of these General Conditions in every subcontract it enters into as to Work in connection with this Contract in such a manner that the provisions will be binding upon such subcontractor. However, the provisions of this paragraph shall not be binding upon the Contractor or its subcontractors in the performance of work or the provision of services that are unrelated, separate or distinct from this Contract as expressed by its terms.

16.5 The Regulations referred to in Paragraph 16.1 of these General Conditions require, among other things, that a bidder or proposer for a State contract submit a utilization plan which shall identify certified Minority or Women Owned Business Enterprises which the bidder/proposer intends to use in connection with the performance of the proposed State contract. Such a utilization plan shall be submitted after bids are opened but prior to contract award.

16.5.1 Pursuant to the Regulations: (1) the Commissioner may require the submission by the Contractor of compliance reports relating to the implementation of and adherence to the utilization plan in performing the Contract; (2) the Commissioner shall allow the Contractor to apply for a partial or total waiver of the Minority and Women Owned Business participation requirements; (3) the Contractor may file a complaint with the Executive Director of the Division of Minority and Women's Business Development regarding a denial of a request for waiver of Minority and Women Owned Business participation requirements; (4) the Commissioner may file a complaint with the Executive Director of the Division of Minority and Women's Business Development in the event the Contractor fails to comply with the Minority and Women Owned Business participation requirements set forth in this Contract; and (5) the Commissioner may disqualify the Contractor's bid or proposal as being non-responsive for failure to remedy notified deficiencies contained in the Contractor's utilization plan after an administrative hearing on the record, reviewing all grounds for disqualification stated by the Commissioner and taking into consideration all the criteria set forth in Section 313 of the Executive Law.

16.5.2 The Contractor is referred to the entirety of the provisions of Section 316 of Article 15-A of the Executive Law of the State of New York and of the Regulations for the Contractor's full familiarization with their applicable provisions as terms of this Contract.

ARTICLE 17 - COORDINATION OF SEPARATE CONTRACTS

17.1 The State may award other contracts which affect the Work of this Contract. In that event, the Contractor shall coordinate its Work with the work of other contractors in such manner as the State may direct. Each contractor shall control and coordinate the work of its subcontractors, if any. The State shall approve or require the modification of the work schedules of all contractors to the end that the Project may be progressed as expeditiously as the case permits.

17.2 If any part of the Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to the Director's Representative any defects in such work. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work.

17.3 The Director's Representative shall issue appropriate directions and take such other measures to coordinate and progress the Work as may be reserved to the State in the Contract, and which an ordinarily reasonable project owner in similar circumstances would be expected to take.

17.4 The award of more than one contract for the Project requires sequential or otherwise interrelated contractor operations, and will involve inherent delays in the progress of any individual contractor's work. Accordingly, the State does not guarantee the unimpeded operations of any contractor. The Contractor acknowledges these conditions, and understands that the Contractor shall bear the risk of all delays caused by the presence or operations of other contractors engaged by the State and delays attendant upon any State-approved construction schedule.

17.5 The State shall not be liable for delays which occur by reason of any contractor's failure to comply with directions of the State or because of the neglect, failure or inability of any contractor to perform its work efficiently.

17.6 The Contractor shall defend, indemnify and hold the State harmless from any and all claims or judgments of damages and from costs and expenses to which the State may be subjected or which it may suffer or incur by reason of or based upon an allegation of the Contractor's failure to promptly comply with the directions of the Director's Representatives.

17.7 Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the State for the performance of work upon the Site of work which may be necessary to

be performed for the proper prosecution of the Work to be performed hereunder, or through any act or omission of a subcontractor of such contractor, the Contractor shall have no claim against the State for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provision which has been or will be inserted in the contract with such other contractors.

17.8 Should any other contractor having or who shall hereafter have a contract with the State for the performance of work upon the Site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any subcontractor of the Contractor, the Contractor agrees to reimburse such other contractor for all such damages and to indemnify and hold the State harmless from all such claims.

ARTICLE 17A - DELAYS

17A.1 For the purposes of this Contract, the term delay includes delay, disruption, interference, inefficiencies, impedance, hindrance and acceleration.

17A.2 The Contractor agrees to make claim only for additional costs as defined in Document 012200, section 1.01, paragraph H from causes listed below, attributable to delay in the performance of this contract, occasioned by any act or omission to act by the State or any of its representatives. The Contractor also agrees that delay from any other cause shall be compensated for solely by an extension of time to complete the performance of the work.

17A.2.1 The failure of the State to take reasonable measures to coordinate and progress the work.

17A.2.2 Extended delays attributable to the State in the review or issuance of orders on contract or field orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple orders on contract, which constitute a qualitative change to the project work and which have a verifiable impact on project costs.

17A.2.3 The unavailability of the site for such an extended period of time which the Director determines to significantly affect the scheduled completion of the contract.

17A.2.4 The issuance by the Director of a stop work order relative to a substantial portion of work for a period exceeding thirty days.

17A.3 The Contractor shall provide "notice of claim" of an anticipated claim for delay to the Contracting Officer by personal service or certified mail no more than fifteen days after the Contractor knew or ought to have known of the facts which form the basis of the claim. The Contracting Officer shall acknowledge receipt of the Contractor's notice, in writing, within five days. The Contractor agrees that the State shall have no liability for any damages which accrue more than fifteen days prior to the delivery or mailing of the required notice. The notice shall at a minimum provide a description of any operations that were, are being, or will be delayed, the date(s) and reasons for the delay, and, to the extent known, the information required by Paragraph 17A.6 of these General Conditions. In no case, shall oral notice to the Director's Representative or contracting officer constitute notice under this provision or be deemed to constitute a waiver of the written notice requirement. In no case, shall written notice to the Director's Representative or any other individual other that the Contracting Officer constitute notice under this provision or be deemed to constitute a waiver of the written notice requirement. The Contracting Officer is located at the following location:

Division of Contract Administration
Contracting Officer
35th Floor, Corning Tower
Albany, New York 12242

17A.4 Failure by the Contractor to adequately progress the completion of the work will be considered in determining the causes of delay. For any claim asserted under this Article, the Contractor shall keep detailed written records of the costs and shall make them available to the Contracting Officer at any time for the purposes of audit and review. Failure by the Contractor to provide the required written notice or to maintain and furnish records of the costs of such claims to the Contracting Officer shall constitute a waiver of the claim.

17A.5 The provisions of this Article apply only to claims for extra or additional costs attributable to delay and do not preclude determinations by the Director allowing reimbursement for additional costs for extra work pursuant to Article 10 of these General Conditions.

17A.6 REQUIRED CONTENT OF CLAIM SUBMISSION.

17A.6.1 As noted in Paragraph 17.A.3 of these General Conditions, all claims for delay shall be submitted in writing to the Contracting Officer and must be in sufficient detail to enable the Contracting Officer to ascertain the basis and the amount of each claim. The following information shall be provided by the Contractor upon request of the Contracting Officer if not previously supplied:

a. A description of the operations that were delayed, the reasons for the delay and an explanation of how they were delayed.

b. A detailed factual statement of the claim providing all necessary dates, locations and items of work affected by the claim.

c. An as-built chart, "Critical Path Method" scheme or other diagram or chart depicting in graphic form how the operations were or are claimed to be adversely affected including the report and conclusions of all engineering and scheduling experts or other consultants, if any.

d. The date on which actions resulting in the claim occurred or conditions resulting in the claim became evident.

e. A copy of the approved project schedule and a copy of the "notice of claim" required for the specific claim by Paragraph 17A.3 of these General Conditions.

f. To the extent known, the name, function, and activity of each State official, employee or agent, involved in, or knowledgeable about facts that gave rise to such claim.

g. The name, function, and activity of each Contractor or subcontractor officer, or employee, involved in, or knowledgeable about facts that gave rise to such claim.

h. The identification of any pertinent documents, and the substance of any material oral communication relating to such claim.

i. The amount of additional compensation sought and a breakdown of that amount into the categories specified in Division 01 - General Requirements.

j. If an extension of time is also requested, the specific number of days for which it is sought and the basis for such request as determined by an analysis of the construction progress schedule.

17A.7 REQUIRED CERTIFICATION OF CLAIMS.

17A.7.1 When submitting any notice of claim or claim data, the Contractor must certify in writing and under oath:

a. That supporting data is accurate and complete to the Contractor's best knowledge and belief;

b. That the amount of the claim and the claim itself accurately reflects what the Contractor in good faith believes to be the State's liability.

17A.7.2 If the Contractor is an individual, the certification shall be executed by that individual. If the Contractor is not an individual, the certification shall be executed by a company official in charge of the Contractor's operations pertaining to this contract or an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

17A.7.3 Failure to timely comply with any of the requirements of Article 17A for the submission of any claim for delay may constitute grounds for denial of such claim.

ARTICLE 18 - RESPONSIBILITY FOR DAMAGE

18.1 The Contractor shall faithfully perform and complete all of the Work required by the Contract, and has full responsibility for the following risks:

18.1.1 Loss or damage, direct or indirect, to any property owned by the State or to the Work including the building or structure in which the Work is being performed, or any other construction in progress whether being performed by any other contractor or the State, or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Director under this Contract or any other contract. The Contractor shall bear all such risk of loss or damage, until all of the Work covered by the Contract has been finally accepted. In the event of such loss or damage the Contractor shall forthwith repair, replace, and make good any such loss or damage without additional cost.

18.1.2 Injury to persons (including death resulting there from), or damage to property caused by an occurrence arising out of the performance of this Contract for which the Contractor may be legally liable under the laws of torts.

18.2 The Contractor, however, shall not be responsible for damages resulting from faulty design or from willful acts of State officials or employees or from negligence resulting solely from acts or omissions of the State, its officers or employees. Nothing herein shall vest in third parties any right of action beyond such as may legally exist irrespective of this Article.

18.3 The Contractor shall indemnify and save harmless the State, its employees and agents from suits, actions, damages, and costs of every name and description relating to the performance of this Contract during its prosecution and until the acceptance thereof, and the State may retain such moneys from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the State. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of the State to retain the whole or any part of such moneys due the Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, subcontractor or the State.

ARTICLE 19 - INSURANCE - BUILDER'S RISK, LIABILITY AND WORKERS' COMPENSATION

19.1 Before commencing the Work and until the established Physical Completion date, all insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; and the Contractor shall furnish to the Contracting Officer a Certificate of

Insurance in a form satisfactory to the Contracting Officer showing that the Contractor has complied with this Article. Insurance shall be maintained with insurance carriers licensed to do business in New York State and acceptable to the Contracting Officer; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; and shall be endorsed to provide written notice be given to the Contracting Officer at least thirty days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail, any notice shall be addressed to:

Division of Contract Administration
Director
35th Floor, Corning Tower
Albany, New York 12242

19.1.1 The endorsement shall name The People of the State of New York, its officers, agents, employees and the assigned construction manager as additional insureds there under. This additional insured shall be primary and non-contributory. (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85 and a copy of which shall be furnished along with the Certificate of Insurance.) The Contracting Officer may modify the provisions of this Article when deemed in the best interest of the State by order on contract or field order.

19.1.2 The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect on an occurrence form, the following insurance with limits not less than those described in this article, and as required by the terms of this Contract, or as required by law, whichever is greater. If such insurance contains an aggregate limit, it shall apply separately on a per job, per location basis.

19.1.3 The Contractor shall be solely responsible for the payment of all deductibles and Self Insured Retentions.

19.1.4 Not less than thirty days prior to the expiration date or renewal date of any insurance policies reflected on such certificates, the Contractor shall supply OGS updated replacement Certificates of Insurance, and amendatory endorsements.

19.2 The kinds and amount of insurance is as follows:

19.2.1 Workers' Compensation Insurance and Disability Benefits Law. A policy covering the obligations of the Contractor in accordance with the Workers' Compensation Law and the Disability Benefits Law covering all operations under the Contract, whether performed by the Contractor or by its subcontractor.

19.2.2 Commercial General Liability, and if necessary, Commercial Umbrella Liability Insurance with a limit of not less than $2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability resulting in Bodily Injury, Property Damage, Personal Injury or loss of use arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

If such insurance contains an aggregate limit, it shall apply separately on a per job, per location basis.

19.2.3 Comprehensive Business Automobile Liability, and if necessary, Commercial Umbrella Liability Insurance with a limit of not less than $2,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

19.2.4 Builder's Risk: The Contractor shall be liable for any and all damages and losses to the Project prior to the State of New York's acceptance of the Project as fully completed except that the Contractor shall not be liable for:

19.2.4.1 Losses covered by the Builder's Risk property insurance provided by the State of New York; except that the Contractor shall be liable for the applicable deductible.

19.2.4.2 All policies shall be issued by insurance companies licensed to conduct such business under the laws of the State of New York, shall be written for the benefit of the State of New York and for the Contractor as their interests may appear, and shall run until the contract physical completion date. The State of New York must be listed as loss payee pursuant to this policy. Policies expiring on a fixed date before physical completion must be renewed and re-filed not less than thirty days before such expiration date.

19.2.5 If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance including asbestos, lead or mold, and those as defined by applicable State and federal laws and regulations, the Contractor shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the contract, and for two years after completion hereof, pollution legal liability insurance with limits of not less than $5,000,000, providing coverage for bodily injury and property

damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against OGS arising from Contractor's work. The State of New York shall be named as additional insured and this shall be primary.

19.2.5.1 If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

19.3 The Contractor may provide the required proof of insurance on industry forms provided that no other endorsements exclude, delete or restrict those coverage's provided for by this article. It is required that companies affording coverage list the company name in full as filed with the New York State Insurance Department. The contract number and project location must be provided in order to approve the certificate.

19.4 Should the Contractor fail to provide or maintain any insurance required by law the Contract will be considered null and void. Further, no contractor is permitted to access the project site without providing proof of proper insurance to the Contracting Officer or his designated representative. No payments will be authorized by the Contracting Officer to any firm who fails to comply with the provisions of this Article.

ARTICLE 20 - OCCUPANCY PRIOR TO COMPLETION AND ACCEPTANCE

20.1 The State shall have the right to take possession of or use any completed or partially completed portion of the Work. Written notice of such possession shall be given to the Contractor by the Director. The notice shall identify the date when such possession shall commence and the area, equipment or system involved. Written notice shall also be given the Contractor for any cessation of such possession by the State. Such possession or use shall not be deemed an acceptance of any Work. While the State is in such possession, the Contractor, notwithstanding the provisions of Article 18 of the Contract, shall be relieved of the responsibility for loss or damage to the Work except for that resulting from the Contractor's fault or negligence. If such possession or use by the State delays the progress of the Work or causes additional expense to the Contractor, an adjustment in the Contract price and/or the time of completion shall be made and the Contract modified in writing accordingly. The provisions relating to an adjustment in the Contract price or the time of completion contained in this paragraph shall not apply to occupancy or possession after Substantial Completion.

ARTICLE 21 - PAYMENT

21.1 The Contractor shall submit monthly, or at more frequent intervals if permitted in writing by the Contracting Officer, a requisition for a progress payment to the designated payment office for Work performed and materials furnished up to the date of the requisition, less any amount previously paid to the Contractor. Except as otherwise provided by this Contract, the Contracting Officer shall approve and cause to be paid the requisition for the progress payment less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged and less any amount authorized by law to be retained. The requisition shall be in such form and supported by such evidence as the Contracting Officer may reasonably require. The designated payment office is listed as follows:

Division of Contract Administration
Bureau of Contract Performance
35th Floor, Corning Tower
Albany, New York 12242

21.1.1 For those contracts designated as Labor and Material reimbursement or similar type contracts, the contractor shall submit to the Contract Payment Audit Group no later than 60 days from the period of when the work occurred, acceptable proof of labor and material costs specific to the approved scope of work as verified by the Directors Representative, to the Contracting Officer for audit, verification and approval prior to the submission of any payment. The Contract Payment Audit Group is located at the following location:

Division of Contract Administration
Contract Payment Audit Group
35th Floor, Corning Tower
Albany, New York 12242

21.1.2 The submittal of cost for reimbursement to the Contractor shall be in such form and supported by such evidence as the Contracting Officer may reasonably require.

21.1.3 For those contracts designated as Electronic Contractor Requisition (ECR) eligible, if the contractor agrees to participate (participation is not mandatory – a contractor may still elect to submit paper requisitions) , the contractor shall provide an Electronic Contractor Requisition (ECR) Program Certification form which shall become part of this agreement. The contractor further certifies that the individual certifying the requisition is duly authorized to undertake requisitioning transactions. The contractor understands that the State will rely on the information disclosed in the contractor's requisition consistent with all of the

provisions of this Article. A contractor need not submit electronic requisitions in order to receive electronic payments.

21.2 The Director or the Contracting Officer may refuse to approve the requisition or a portion of it if the Contractor is failing or refusing to prosecute the Work in accordance with the Contract.

21.3 Payment will be made for approved materials not yet incorporated in the Work which are in short and/or critical supply and for materials determined to be specifically fabricated for the project. Requisitions which require payment for materials shall be accompanied by a notarized statement certifying that the materials for which payment is requisitioned are the Contractor's property and have been suitably stored and insured. The Contractor shall provide such evidence of the value of the material stored as the Contracting Officer may reasonably require. The Contractor shall have full continuing responsibility to insure and protect such materials and maintain them in proper condition to fulfill Contract requirements when installed.

21.4 When the Work or major milestones thereof as contemplated by the terms of this Contract are substantially completed, the Contractor shall submit to the Contracting Officer a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition the Contracting Officer shall, except as otherwise provided by this Contract, approve and cause to be paid the remaining amount of the Contract balance less two times the value of any remaining items to be completed and an amount necessary 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 Contracting Officer shall cause to be paid, upon receipt of a requisition, for these remaining items less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

21.5 No more than 60 days after the issuance of the Physical Completion Report, the Contractor shall submit to the Contracting Officer or his designated representative a requisition for payment of the remaining Contract balance. Upon receipt of this requisition, the Contracting Officer shall, except as otherwise provided by this Contract, approve and cause such requisition to be paid less any amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. The Contractor waives any claim or right to payment of any contract balance which has not been requisitioned for payment within 60 days of the issuance of the Physical Completion Report.

21.6 The final certificate letter will not be issued until all the labor and material required by the Contract has been furnished and completed, all disputes and claims relating to the performance of the Contract considered and disposed of and all accounts for extra work and materials and allowances for omissions have been rendered and considered. The Contractor waives any claim or right to additional compensation which has not been submitted in writing via certified or registered mail to the Contracting Officer pursuant to Article 17A, within thirty days of the issuance of the Physical Completion Report.

21.7 The final certificate letter will constitute the acceptance of the Work by the State, except as to Work thereafter found to be defective. The date of such certificate shall be regarded as the date of acceptance of the Work.

21.8 No payment will be made to a foreign Contractor until it furnishes satisfactory proof that it has paid all taxes required of foreign Contractors under the provisions of the New York State Tax Law. A foreign Contractor as used in this paragraph shall mean a Contractor denominated "foreign" by the New York State Tax Law.

21.9 The contractor is advised that consistent with Subdivision 3-a, of Section 220 of the Labor Law, the filing of certified payroll records is a condition precedent to payment of any sums due and owing to any person performing work on this project. The failure to file pursuant to this section will result in a payment delay until such time as the filing occurs.

21.10 The Contractor acknowledges that it will not receive payment on any requests for payment unless the contractor complies with the State Comptroller's electronic payment deposit procedures Payments requested by the contractor will only be facilitated via electronic deposit, except where the Commissioner has expressly authorized payment by paper check.

ARTICLE 22 - AUDITS AND RECORDS

22.1 The Group Director, the Comptroller or their representatives shall have the right to examine all books, records, documents, and other data of the Contractor, subcontractors, material-men or suppliers relating to the bidding, pricing or performance of this Contract or any change or modification thereto for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data submitted. This right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted along with the computations and projections used therein.

22.2 The above materials shall be made available at the office of the Contractor, subcontractors, material-men or suppliers at all reasonable times for inspection,

audit or reproduction until the expiration of six years from the date of the final certificate for the Contract.

22.3 If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for a period of six years from the date of any resulting final settlement.

22.4 Records which relate to the Disputes Clause of this Contract or litigation or the settlement of claims arising out of the performance of this Contract shall be made available until such appeals, litigation or claims have been disposed of.

22.5 The Contractor shall insert a clause containing all of the provisions of Paragraphs 22.1 to 22.4 of these General Conditions in all subcontracts or purchase orders issued hereunder.

22.6 The Contractor shall make available to the Contracting Officer, upon written request, all records required to be kept by this Contract or by Article 3-A of the Lien Law. The failure to provide said records upon the receipt of the written request shall bar any recovery for claimed extra or additional costs under this Contract.

ARTICLE 23 – LABOR LAW PROVISIONS

23.1 The contractor shall post, in a location designated by the State, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this Project, a copy of all re-determinations of such schedules for the Project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the Site, the Department of Labor notice that this Project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the State directs the contractor to post. The contractor shall provide a surface for such notices which is satisfactory to the State. The contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The contractor shall post such notices before commencing any Work on the Site and shall maintain such notices until all Work on the Site is complete.

23.2 The contractor shall distribute to each worker for this Contract a notice, in a form provided by the State, that this Project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of contractor and all Subcontractors and all employees of Suppliers entering the Site. Such notice shall be distributed to each worker before he or she starts performing any Work of this Contract. At the time of distribution, the contractor shall have each worker sign a statement, in a form provided by the State, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by Paragraph 23.3 of these General Conditions.

23.3 The contractor shall maintain on the Site the original certified payroll or certified transcripts thereof which the contractor and all of its Subcontractors are required to maintain pursuant to New York Labor Law Section 220. The contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to Paragraph 23.2 of these General Conditions.

23.4 A contractor or subcontractor who is required under New York Labor Law Section 220 to maintain transcripts of payroll records must submit to the contracting agency a transcript of the original payroll record within thirty days of issuance of its first payroll and every thirty days, thereafter. The copy of the payroll record must be subscribed and affirmed as true under penalty of perjury. The copy must include the contract number and should be directed to the Director's Representative at the job site. The Directors Representative is hereby designated as the individual responsible for the receipt, collection and review for authenticity of payroll records filed for this contract, consistent with Article 23.4, General Conditions and subparagraph (iii) and (iv) Section 220 Labor Law.

23.5 In accordance with New York Labor Law §222-H, the contractor agrees where the total cost of all work to be performed under the contract is at least two hundred fifty thousand dollars; all laborers, workers, and mechanics employed in the performance of this contract on the public work site, either by the contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States department of labor's occupational safety and health administration that is at least ten hours in duration.

23.6 In accordance with New York Labor Law § 220 (3) (a), the Contractor and every sub-contractor agrees to notify all laborers, workers or mechanics in their employ in writing of the prevailing rate of wage for their particular job classification. Such notification shall be given to every laborer, worker or mechanic on their first pay stub and with every pay stub thereafter. At the beginning of performance of every public works contract, and with the first paycheck after July first of each year, the Contractor and every sub-contractor shall notify all laborers, workers, and mechanics in their employ in writing, in accordance with such form as is prescribed by the department, of the telephone number and address for the department. The notice shall also

inform each laborer, worker, or mechanic of his or her right to contact the department or some other representative if, at any time while working for the public works contractor or sub-contractor, he or she does not receive the proper prevailing rate of wages or supplements for his or her particular job classification that he or she is entitled to receive under the contract.

ARTICLE 24 - STATUTORY REQUIREMENTS FOR RESTRICTIONS ON CONTACTS DURING THE PROCUREMENT PROCESS AND DISCLOSURE OF CONTACTS AND RESPONSIBILITY OF OFFERERS MISCELLANEOUS PROVISIONS

24.1 New York State Finance Law §139-k requires that every procurement contract award subject to the provisions of State Finance Law §139-k or §139-j shall contain a certification by the offerer that all information provided to the procuring governmental agency with respect to State Finance Law §139-k is complete, true and accurate. The Contractor shall provide that certification in his contract or agreement.

24.2 New York State Finance Law

24.2.1 New York State Finance Law § 139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law § 163 (9). In accordance with State Finance Law § 139-k, an offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law § 139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.

24.2.2 As part of its responsibility determination, State Finance Law § 139-k(3) mandates consideration of whether an offerer fails to timely disclose or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. The required forms to be completed by the offerer must be submitted to the Governmental Entity conducting the government procurement. The Governmental Entity will have included the disclosure request in its solicitation of proposals or bid documents or specifications of contract documents, as applicable, for procurement contracts.

ARTICLE 25 – MISCELLANEOUS PROVISIONS

25.1 Appendix A, standard clauses for all N.Y. State contracts, is attached hereto and is made a part of this agreement as if set forth herein.

25.2 If, in carrying out this Work, a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, then the Contractor shall install, maintain and effectively operate such appliances and methods during the life of this Contract; and in case of Contractor's failure to comply, as provided by Section 222-a of the Labor Law, the Contract shall be void.

25.3 RETAINED PERCENTAGES: The Contractor agrees that, if the Contract Documents for this Contract includes Performance and Payment Bonds, the State shall retain five percent of the amount of each progress payment in accordance with Section 139-f of the State Finance Law. The Contractor further agrees that, if the Contract Documents for this Contract do not include Performance and Payment Bonds, the State shall retain ten percent of the amount of each progress payment in accordance with Section 139-f of the State Finance Law.

25.4 DOMESTIC STEEL: The Contractor agrees, that if the value of this contract exceeds $100,000 all structural steel, reinforcing steel and other major steel items to be incorporated in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.

25.5 COMMENCEMENT OF ACTIONS: The time, as prescribed by law, within which an action on the contract against the Contractor must be commenced shall be computed from the completion of physical work. The Contractor may notify the State in writing that the physical work of the contract has been completed by specifying a completion date, which date shall be no more than thirty days previous to the date of such notice. The completion date set forth in such notice shall be deemed the date of completion of the physical work unless the State, within thirty days of receipt of such notice, notifies the Contractor in writing of its disagreement. Any notice pursuant to this paragraph shall be sent by the Contractor by Certified Mail and addressed to:

Division of Contract Administration
Contracting Officer
35th Floor, Corning Tower
Albany, New York 12242

25.5.1 In the event that the Contractor fails to send the notice provided for herein or the State disagrees in the manner provided for herein, the date of completion of the physical work shall be determined in any other manner provided by law.

25.6 WORKER'S COMPENSATION LAW: In accordance with Worker's Compensation Law (WCL) §141-b (Suspension and Debarment), any person subject to a final assessment of civil fines or penalties or a stop-work order, or that has been convicted of a misdemeanor for a violation of WCL §§ 26 (Enforcement of Payment in Default), 52 (Effect of Failure to Secure Compensation) or 131 (Payroll Records), and any substantially-owned affiliated entity of such person, shall be ineligible to submit a bid on or be awarded any such public work contract or subcontract with the State, any municipal corporation or public body for a period of one (1) year from the final determination or conviction. Any person convicted of a felony under Article 8 (Administration) of the WCL, or a misdemeanor under WCL §§125 (Job Description Prohibited Based on Prior Receipt of Benefits) and 125-a (Civil Enforcement) shall be ineligible to submit a bid or be awarded any public work contract or subcontract with the State, any municipal corporation or public body for a period of five (5) years from such conviction.

25.7 ENVIRONMENTAL CONSERVATION LAWS: The Contractor certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Law (ECL) section 19-0323, to be used under this Contract, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification for a waiver under this law will be the responsibility of the Contractor.

25.8 REPORTING OF ILLEGAL ACTIVITY: During the term of the contract, the Contractor agrees to report any observed or suspected illegal activity of its employees, agents or other third parties, to the Contracting Officer at 518-474-0201, the Group Director, OGS Legal Services, the State Inspector General or other law enforcement agency. Failure to report criminal conduct associated with a contract awarded by the Office of General Services, will be considered a material breach of the contract and may provide grounds for disqualification of the subject Contractor or Subcontractor for award of future contracts. The Contractor will include the provisions of this section in every subcontract, in such a manner that the provisions will be binding upon each Subcontractor as to work performed in connection with the State contract.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

TABLE OF CONTENTS

		Page
1.	Executory Clause	22
2.	Non-Assignment Clause	22
3.	Comptroller's Approval	22
4.	Workers' Compensation Benefits	22
5.	Non-Discrimination Requirements	22
6.	Wage and Hours Provisions	22-23
7.	Non-Collusive Bidding Certification	23
8.	International Boycott Prohibition	23
9.	Set-Off Rights	23
10.	Records	23
11.	Identifying Information and Privacy Notification	23-24
12.	Equal Employment Opportunities For Minorities and Women	24
13.	Conflicting Terms	24
14.	Governing Law	24
15.	Late Payment	25
16.	No Arbitration	25
17.	Service of Process	25
18.	Prohibition on Purchase of Tropical Hardwoods	25
19.	MacBride Fair Employment Principles	25
20.	Omnibus Procurement Act of 1992	25-26
21.	Reciprocity and Sanctions Provisions	26
22.	Compliance with Breach Notification and Data Security Laws	26
23.	Compliance with Consultant Disclosure Law	26
24.	Procurement Lobbying	26
25.	Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	26
26.	Iran Divestment Act	26-27
27.	Admissibility of Contract	27

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

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

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

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

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

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the

employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. 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 and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

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

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

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

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

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

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

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

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

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

1. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under the Performance Bond.

2. The Surety's obligation under this Bond shall arise after:

2.1 The State has notified the Contractor and the Surety in writing that the State is considering declaring a Contractor in default, or

2.2 The State has declared a Contractor in default and formally terminated the Contractor's right to complete the Contract, and

2.3 The State has agreed to pay the Balance of the Contract Price to the Surety or to a Contractor selected to complete the Contract in accordance with the terms of the Contract with the State.

3. The Surety shall promptly and at its own expense, take the following actions:

3.1 Undertake to perform and complete the Contract, through its agent or retained contractor; according to the following schedule:

Day 1-10	Immediately begins it investigation Advises OGS of its Representatives.
Day 10-25	Visits Site with OGS representatives to review the contract documents and completed work; and determines extent of acceptable Work.
Day 25-30	Submits proposed completion contractor, completion plan, and CPM as required, for approval by the Office of General Services.
Day 30-44	As completing contractor, the surety or its representative, presents its list of subcontractors to OGS for approval. Additionally an Insurance Certificate naming the Surety and completion Contractor as named insured must be submitted to the Contracting Officer prior to the beginning any completion of the Work. The completion plan and schedule is returned to Surety.
Day 45	Surety begins the Completion of the Work.

4. If the Surety does not proceed with reasonable promptness, the Surety shall be deemed to be in default on the Bond, and the State shall be entitled to enforce any remedy available pursuant to the terms of the contract.

5. After the State has terminated the Contractor's right to complete the Contract, and if the Surety elects to act then the responsibilities of the Surety to the State shall not be greater than those of the Contractor under the Contract, and the responsibilities of the State to the Surety shall not be greater than those provided under the Contract. To the limit of the amount of this Bond, the Surety is obligated to correct defective work and complete the work of the Contract in a timely manner.

6. The penal sum of the Performance Bond furnished by the contractor to the State, approved and filed with the Office of the State Comptroller, in no way shall be impaired or affected by any other bond that may relate to the contract in question.

END OF DOCUMENT

SECTION 015213

STATE FIELD OFFICE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Provide and maintain a field office comprised of new custom built mobile or relocatable office units, new furniture, and new equipment, stair and ramp for the sole use of the Director's Representative and staff.

B. Locate new state field office at the site as indicated on the drawings.

1.02 SUBMITTALS

A. Waiver of Submittals: The "Waiver of Certain Submittal Requirements" in Section 013300 does not apply to this Section.

B. Shop Drawings:
   1. Provide floor plan drawing from Manufacturer of Office Unit layout to include Office Spaces, Plan Table, Restroom, data locations and lighting.

   2. Site Plan: Show location of field office where directed. Indicate holding tank, utility services, connections and accessible stairs and ramps.

C. Product Data: Catalog sheets, specifications, and installation instructions, for all major items of the field office including furnishings and equipment. Submit within 15 days after award of Contract.

1.03 SCHEDULING

A. Provide a schedule to the Director's Representative after shop drawings specified above are approved.

1.04 QUALITY ASSURANCE

A. Provide units and all related utility connections in accordance with the NYS Uniform Fire Prevention and Building Code.

B. Provide certification insignia from New York Department of State that certifies trailer unit is code compliant.

PART 2 PRODUCTS

2.01 MOBILE OR RELOCATABLE OFFICE UNITS

A. Manufacturers/Companies:
   1. Cassone Leasing,1900 Lakeland Ave
      Ronkonkoma NY 11779, (631) 585-7800, www.cassone.com

B. Number, Approximate Size and Model:
   1. One, 25 x 8 feet, single-wide office unit by Cassone Leasing or equivalent

C. Office Unit Requirements:
   1. Ceiling Height: 8'-0"
   2. Insulation: Exceed code required minimums for insulation. If wood frame construction, exceed the following values, walls > R - 19, floor > R - 19 and roof > R - 25. Provide code requirements and provided insulation values.
   3. Exterior Doors: Minimum 2 - Insulated, minimum 36 inches wide, with key-in-lever locksets with Deadbolt. (U-factor to exceed 0.77; maximum air leakage <0.20 cfm/ft2 per NFRC 400).
   4. Windows: Approximately 7 percent of exterior wall area with insect screens and security grills.
   5. Complete ducted heating, ventilating, and air conditioning system with sufficient capacity to maintain a summer office temperature of 68 degrees F and a winter office temperature of 72 degrees F.
   6. Water Heater: 6 gal minimum.
   7. Vinyl floor finish.
   8. LED lights in all rooms as required to maintain a minimum of 60-foot candles at desktop level. One Exterior light at each entry door.
   9. 1 - Bulletin board (2 feet x 4 feet).
   10. Toilet room with toilet, toilet tissue dispenser, lavatory, built-in medicine cabinet, paper towel dispenser and mirror.
       a. Supplies: Toilet tissues, paper towels for duration of the Project.
   11. Insulated skirting from bottom of units to grade with T-11 around entire unit with louvered vents. Skirting is to be 2' x 4' wood framing with 2" rigid insulation type SM and siding to match unit.
   12. Self-contained water supply with a holding tank for potable water.
   13. Sanitary system – Contained.
   14. Electric energy connection for the duration of the Contract.

2.02 FURNITURE AND EQUIPMENT

A. Furniture:
   1. Two swivel type chairs with arms suitable for use at office desk.
   3. One lockable office desk, double pedestal type, 60"x60" with keys.
   4. One drafting table, 36x96 inches & 4 shelfs built on site @ EIC's direction.
   5. One "Plan hold" plan rack, adjustable height, floor supported cantilever type, with plan clamps or plan rack sticks.
   6. One lockable 5-drawer letter size file cabinet.

B. Office Equipment:
   1. One multifunction Printer - HP Office Jet Pro Printer 7740. Provide service agreement, paid in advance for the duration of the Project.
      a. Supplies: 500 pages per Month of 8 ½ x 11, 100 pages per Month of 11x17 and toner cartridges required for the duration of the Project.

2. One refrigerated bottled water dispenser, (Hot & Cold Type) with cups, bottled water, and necessary supplies. Provide water and cups for the duration of the Project.
3. One first aid kit and washable floor mats at each entry
4. One under counter 3.7 cubic foot refrigerator, EnergyStar energy efficient model.
5. One microwave oven 700 Watts.
6. Fire Extinguisher: Multipurpose Dry-Chemical Type in Steel Container UL-rated 20-A:120-B:C, 20-lb nominal capacity, with monoammonium phosphate-based dry chemical in enameled-steel container.

PART 3 EXECUTION

3.01 INSTALLATION

A. Provide stairs with platform at each exterior door. Each entrance requires canopies serving the entire platform area.

B. Provide self-contained water and sanitary services and accessories necessary for use of the items specified.

C. Provide electric service per Drawing A-002. Retain and pay contractor to do the electrical service. Conduit within the Building to be electric metallic tube with compression fittings. Conduit exterior to the Building to rigid galvanized steel with threaded fittings. Wiring 600V THHN or approved equal where within conduit. Wiring 600V XLP where exposed.

D. Provide OGS Signage mounted on trailer

3.02 MAINTENANCE AND CLEANING

A. Maintain and clean the office units for the duration of this Contract. Include the following:
1. Weekly removal of rubbish.
2. Weekly cleaning of toilet room, including the plumbing fixtures. Replenish toilet room supplies as needed.
3. Weekly mopping of floors.
4. Weekly dusting of offices and other rooms.

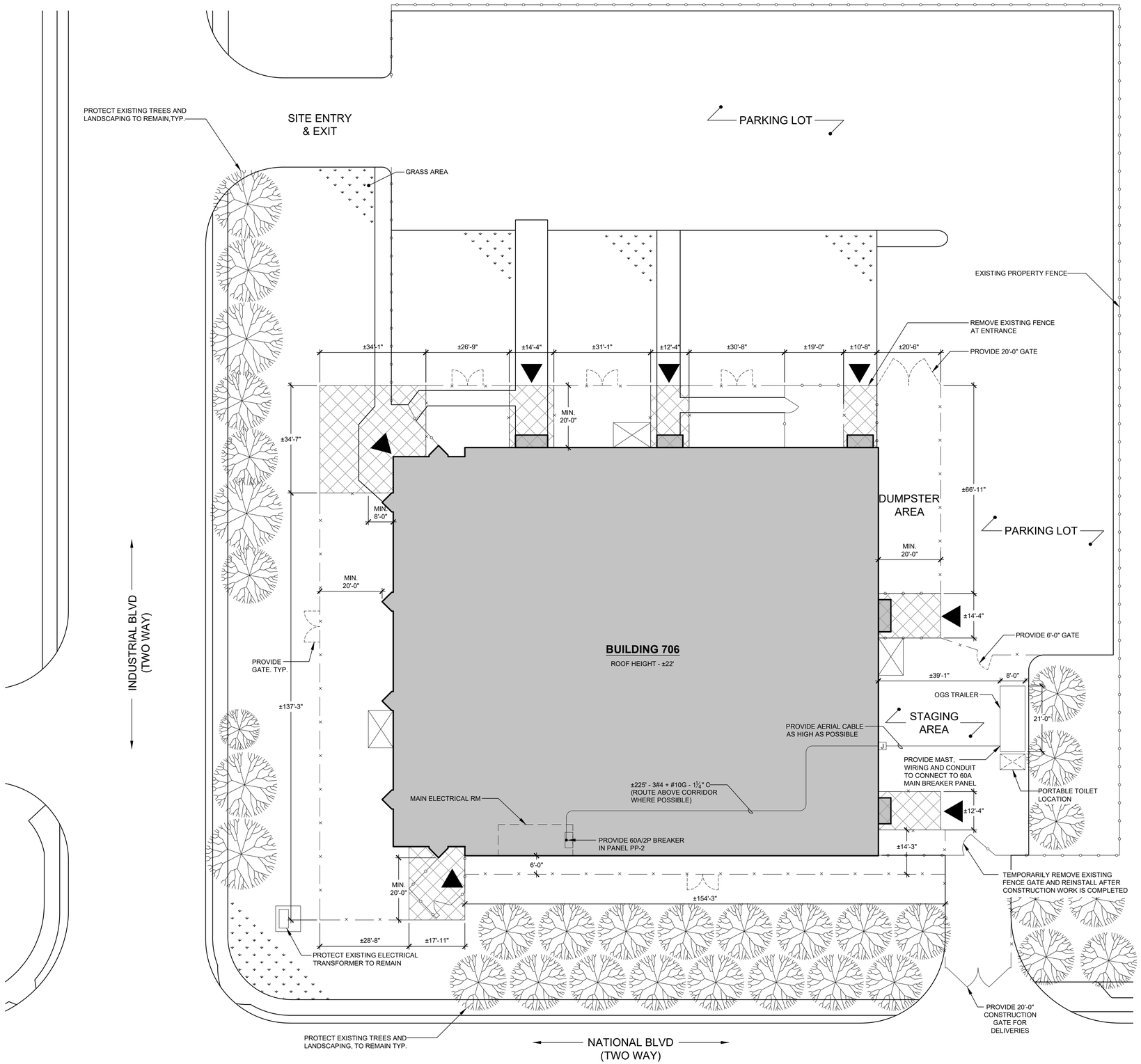
B. Maintain approaches free of mud and snow.

C. Protect water lines from freezing.

3.03 REMOVALS

A. Clear and grub all overgrown vegetation within 30 feet of new field office and parking area.

END OF SECTION



SITE PROTECTION NOTES:

1. THIS DRAWING IS A CONCEPTUAL ILLUSTRATION INDICATING A MINIMUM LEVEL OF SITE PROTECTION. FOLLOW MORE STRICT RULES TO EXTEND PERIMETER CHAINLINK FENCE AND INSTALL OVERHEAD PROTECTION.
2. (C) CONTRACTOR TO PROVIDE SITE PROTECTION.
3. SUBMIT A SITE SAFETY PLAN INCLUDING COVERED WALKWAYS AT ALL DOORS AND EGRESS, FENCE, SCAFFOLD, ETC. TO THE D.R. FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF THE WORK. COMPLY WITH NEW YORK STATE BUILDING CODE FOR SIDEWALK SHED/COVERED WALKWAYS.
4. UPON AWARD OF THE CONTRACT, PROVIDE THE RENTAL, MAINTENANCE, REPAIRS, PERMIT RENEWAL, ETC. OF THE EXISTING SIDEWALK SHEDS AND FENCES. ALL BURDEN AND COSTS OF SUCH WORK ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INCLUDED IN THE BASE BID.
5. REMOVE SIDEWALK SHED AND TEMPORARY SITE PROTECTION AT THE COMPLETION OF THE PROJECT.
6. PROTECT EXISTING GRASS AREAS, TREES, PLANTS, WALKWAYS AND FIXTURES ON GROUND. RESTORE OR REPLACE ITEMS DAMAGED BY CONTRACTOR.
7. EGRESS AND ENTRANCES ARE TO BE MAINTAINED AT ALL TIMES. ONLY ONE CANOPY SHALL BE WORKED ON AT ONE TIME. COORDINATE THIS WORK WITH THE DIRECTOR'S REPRESENTATIVE.
8. POST SIGNAGE ON THE COVERED WALKWAY PROTECTION INDICATING ROOF CONSTRUCTION WORK ABOVE.
9. PROVIDE TEMPORARY CHAINLINK FENCE AROUND STAGING AREA.
10. PROVIDE SIGNAGE FOR EGRESS PATH WHILE WORK IS IN-PROGRESS AT THE CANOPIES.

LEGEND

▲	EGRESS/ ENTRANCE
	PROVIDE OVERHEAD PROTECTION
	PROVIDE TEMPORARY CHAINLINK FENCE WITH GATE
	PROTECT EXISTING FENCE
	EXISTING FENCE GATE
	PROVIDE SCAFFOLD STAIR TOWER
	PROTECT EXISTING TREES

1 / A-002

SITE PROTECTION PLAN

1/16" = 1'-0"

Aug 11,2023 – 12:25pm
C:\AutoCAD_Temp\AcPublish_19748\A-002.dwg
36x24 PLOT SHEET

NEW YORK STATE OF OPPORTUNITY. Office of General Services

DESIGN & CONSTRUCTION

CONSULTANT

CERTIFICATE OF AUTHORIZATION #: 0006552

SUPER STRUCTURES + ENGINEERS ARCHITECTS

FPM ENGINEERING & GEOLOGY, P.C.

WATTS ARCHITECTURE & ENGINEERING

SINGLETON Construction Consultants

ENERGY CODE WRITTEN STATEMENT:
TO THE BEST OF MY KNOWLEDGE, BELIEF, AND PROFESSIONAL JUDGEMENT, THE DRAWINGS, BEARING MY PROFESSIONAL SEAL AND SIGNATURE MEET OR EXCEED THE 2020 NEW YORK STATE ENERGY CODE CONSISTING OF THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE, 2016 ASHRAE 90.1.

WARNING:
THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, I.E. ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR.

STATE OF NEW YORK · PAUL MILLMAN · No. 058384 · LICENSED PROFESSIONAL ENGINEER

REGISTRATION EXPIRES: 2/28/2026

CONTRACT: CONSTRUCTION

TITLE: REPLACE ROOF & HVAC EQUIPMENT, BUILDING 706

LOCATION: YAPHANK CLINIC
31 INDUSTRIAL BOULEVARD
MEDFORD, NY

CLIENT: OFFICE OF MENTAL HEALTH

MARK	DATE	DESCRIPTION
–	08/11/2023	ADDENDUM 1

PROJECT NUMBER:	47245 – C
DESIGNED BY:	NK
DRAWN BY:	AN / MZ / OG
FIELD CHECK:	XX
APPROVED:	PM / NK

SHEET TITLE: SITE PROTECTION PLAN

DRAWING NUMBER: A–002

SHEET 5 OF 44