



RFP # 2025-05

Wharf Infrastructure Upgrades

ISSUE DATE: August 28, 2025

NOTICE TO BIDDERS:

The APDC is requesting sealed proposals from qualified vendors for Wharf Upgrades at the Port of Albany located at 106 Smith Blvd. Albany, NY 12202. Further information is contained in the Request for Proposal (2025-05) and may be obtained from the APDC by calling 518-463-8763.

Responses are due by **12:00 PM noon on October 10, 2025**, at which time they will be opened and publicly read.

The Albany Port District Commission (APDC) invites qualified vendors to submit a proposal. The qualified Vendor will enable the APDC to improve operational effectiveness, enhance quality of services, minimize support costs, and maximize economic development in the region. A contract will be awarded on a "best value" basis. The APDC places great emphasis on the experience, skill-set and long-term viability of the vendor.

Albany Port District Commission

Richard Hendrick, Chief Executive Officer

APDC Mission Statement: The APDC strives to responsibly and effectively manage the publicly owned maritime Port of Albany-Rensselaer, driving the economy of the Capital Region and beyond while emphasizing transparency and public stewardship.

Please note other than the contact person identified in the proposal, or their designee, prospective proposers shall not approach APDC employees or APDC Board Members during the period of this RFP process about any matters related to this RFP or any other proposals submitted thereto. Questions about or clarifications to the technical specifications must be made in writing to the lead contact, Jessica Lansing, Compliance Procurement Coordinator, at jlansing@portofalbany.us

SUMMARY

Located on the Upper Hudson River 124 nautical miles north of New York Harbor, the Port of Albany-Rensselaer is the largest inland Port in the Northeast United States. The Port consists of 450 acres on the east and west sides of the Hudson River across the four municipalities of Albany, Bethlehem, Rensselaer, and East Greenbush.

The Hudson River provides access to the state's extensive canal system. Area roadways connect with major interstate highways. Rail lines deliver cargo in close proximity to any location in North America. The Port has dedicated maritime operations on both sides of the Hudson River and connects New York State's Capital Region to the world.

Primary cargo handled at the Port includes bulk and break bulk, including heavy lift/project cargo, steel, wood pulp, grain, molasses, scrap iron and petroleum products. We work together with maritime operations, the Albany Port Railroad and tenants to ensure the efficient, reliable and safe movement of goods.

An economic impact study of the Port of Albany measured the Port's overall economic impact on New York State at more than \$813 million. The measure of the Port's significance to the Regional economy in terms of output was more than \$428 million.

The Port of Albany (APDC) has secured funds from the New York State Department of Transportation Maritime Freight Handling Expansion Grant to assist with improvements and enhancements to the Port of Albany maritime district. The project goal within this funding is to equip the Port and therefore the region with sufficient heavy lift capacity to meet the increasing demands of freight and maritime cargo needs.

PURPOSE AND OBJECTIVES

Purpose: The intention of this RFP is to solicit responses and formal proposals from qualified contractors and select a single organization to provide Wharf Infrastructure Upgrades at Shed #s 1 to 3.

Objective: The APDC's primary objective is to upgrade the on-dock rail and strengthen the surrounding and encompassing wharf deck infrastructure at the Port of Albany terminal located on Smith Blvd Albany, NY 12202.

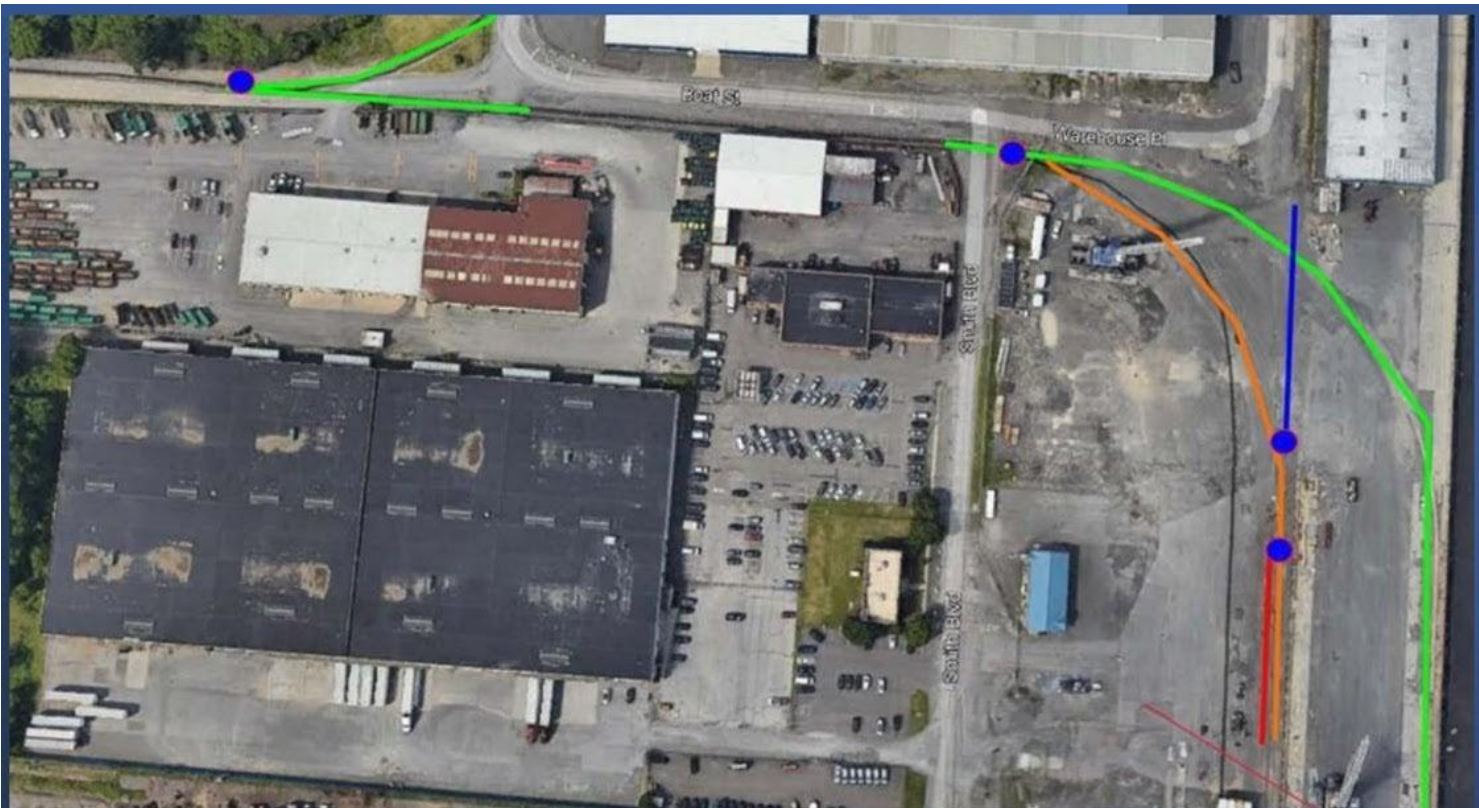
Solution Preferences:

The work under this contract shall include:

1. Staging and mobilization and provision of temporary utilities.
2. Demolition and removals with disposals.
3. Rehabilitation and reconstruction of existing high level reinforced concrete wharf
4. Construction of new heavy lift rail on wharf.
5. New track work on concrete.
6. New timber fender system installation and existing fender system repairs.
7. UHPC concrete deck repairs and overlays.
8. Asphalt pavement overlays.

The total linear footage of wharf to be rehabilitated is approximately 1160 LF, with a total rail track replacement of approximately 930 LF.

The contractor is referred to the engineering report, contract drawings and other information enclosed within this bid document that reflects the research and preferences for the overall Scope of Work.



Green Line will extend to Shed 3

SCHEDULE OF EVENTS

EVENT	DATES
SOLICITATION OPEN RFP POSTED ON THE PORT'S WEBSITE, BIDNET, TIMES UNION AND THE NYS CONTRACT REPORTER	August 28, 2025
WRITTEN INQUIRIES Must be emailed to jlansing@portofalbany.us	WRITTEN INQUIRY DEADLINE: September 17, 2025 No later than 5 p.m.
RESPONSE TO WRITTEN INQUIRIES Responses to all questions will be sent in the form of an addendum to all parties and posted to the APDC website,	RESPONSE DEADLINE: September 23, 2025 No later than 5pm.
RFP DUE DATE Proposals will be opened and evaluated for accuracy and eligibility. Awards are expected to be announced within (30) thirty days.	PROPOSALS DUE: October 10, 2025 No later than 12 noon
Mandatory Pre-Bid Meeting and Walk-Through The meeting is mandatory for submission of bid and attendance is required. Bidders should pre-register their attendance at the meeting by emailing their name, company and contact information to Jessica Lansing jlansing@portofalbany.us (518-463-8763) not later than two days prior to the meeting. Failure to attend this meeting will result in a bid being rejected.	September 10, 2025, 10AM-12 Noon The meeting will include a site walk through and a site viewing by APDC boat on the Hudson River. Appropriate PPE for site walk and river viewing are required.

Prevailing Wage

Any work done pursuant to this contract is subject to the New York State prevailing wage requirements which can be found in Article 8 of the New York State Labor Law. Under Article 8 of the NYS Labor Law, the Department of Labor has assigned a Prevailing Rate Case Number

PRC#2025010070 - Wharf Upgrades has been assigned to the project.

To access the PDF file, click on

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1594317> or copy and paste into your browser

RECEIPT OF PROPOSALS:

Proposals shall be clearly labeled with the title of the project listed on the sealed bid RFP #2025-05 to prevent the bid from being opened before the opening date. Those submitting proposals do so entirely at their expense. Submission of any proposal indicates acceptance of the conditions and terms stated herein unless clearly and specifically noted otherwise. The APDC reserves the right to reject any and all proposals, in whole or in part, submitted in response to this RFP. Proposals will be examined and evaluated by APDC staff.

- A. Sealed proposal packages must be received by APDC, at its offices located at 106 Smith Boulevard, Albany, New York, 12202, NO LATER THAN noon on October 10, 2025. Bid packet must be clearly labeled **RFP 2025-05** and include title of bid, company name, and date and time of bid opening.
- B. Vendors are responsible for submitting their bids to the exact location indicated on the “Notice to Bidders” prior to the time indicated in the “Notice to Bidders”. No bids will be accepted after the designated time indicated in the “Notice to Bidders”. NOTE: This includes any changes listed on the latest addendum issued by the APDC, if any. **Delay in mail delivery is not an exception to the deadline for receipt of bids.**
- C. All proposals and accompanying documentation will become APDC property and will not be returned.
- D. Vendors are solely responsible for all costs incurred by preparing or submitting a bid, or otherwise responding to this RFP, or any negotiations incidental to its bid acceptance thereof.
- E. An official authorized to commit the company to a contract must sign the proposal and all related proposal documents.
- F. Emailed proposals will **NOT** be accepted for this bid opening. Proposals shall be hand delivered or mailed to the address located on page three of this solicitation.
- G. **Three (3) copies** of all bids shall be submitted, ONE SET OF WHICH MUST CONTAIN ORIGINAL SIGNATURES, including completed copies of any forms or certifications required for this RFP. Failure to respond to an RFP on any official form included in this RFP may result in disqualification of a bid as non-responsive. No bid form will be accepted which contains any additions, omissions, or erasures. Each bid shall be properly executed and signed by the bidder. Illegible, conditional bids and unsigned bids will be rejected as non-responsive.
- H. Vendors must notify APDC of any omissions, contradictions, or conflicts in consistency with the written inquiry due date noted in the event schedule of this document. APDC will provide necessary corrections or additions to plans and specifications by addendum. If Vendor does not notify APDC of any such condition it will be assumed that the vendor has included the necessary items in the bid to complete the specification.

PROPOSAL RESPONSE INSTRUCTIONS:

Vendors are required to prepare their proposals per the outline below.

1. Provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of this RFP.
2. Provide the name of your company and the names of the companies in your team if you are including subcontractors or joint ventures.
3. Provide a name and title of the person(s) authorized to bind the vendor, together with the main office address and telephone number.
4. Provide a scope of services which shall include a summary of the work being proposed.
5. Provide a schedule to perform work noting when the work should be complete.
6. Provide bid calculation form identifying the total price which shall include, but not limited to the following: equipment, fuel, travel, materials, labor, disposal of waste, all permits, insurance and bonds (e.g., the APDC will not pay any additional fees other than that provided within the bidder's proposal).
7. Provide a bid bond in the amount of 5% of the bid proposal.
8. Provide MWBE proof of good faith efforts.
9. Provide MWBE subcontractor business names, addresses, scopes of work, and contracted amounts of all M/WBE subcontractors who will be working with the prime contractor on this engagement.
10. EEO Policy Statement. Prior to the award of a contract, contractors will be required to submit an EEO Policy Statement and a Staffing Plan of the anticipated work force to be utilized on the contract (project specific).
11. Utilization Plan. Contractors will be required to submit a utilization plan for achieving goals established for the participation of certified minority and women-owned businesses in relation to a state contract.
12. Provide the minimum of three references. Including references for work similar to the work being proposed in this solicitation.
13. Complete, sign and notarize all requested forms within this RFP.
14. Vendors submitting alternate pricing products or services must do so as a separate bid package to be considered for award. Each bid must be submitted under separate cover and will be considered on its own merits.

The APDC is subject to New York State's Freedom of Information Law (FOIL). Should your submission to this RFP contain "trade secrets", or other information that the disclosure of which could reasonably be expected to be harmful to business interests, you must ensure that such information is clearly identified and marked as such. Identification must be specific by item or paragraph. Should marked information be the subject of a request under FOIL, you may be requested to either consent to the request or make representation explaining why the information should not be disclosed.

SERVICE STANDARDS:

1. The APDC seeks to hire a qualified professional contracting company that is able to provide the best quality work in the most cost-efficient manner...The contracting company shall be qualified and experienced in each of the trades necessary to perform this work.
2. The contractor shall conform to New York State Department of Transportation standard specifications and regulations, and all other federal, State, and local codes and regulations, including all utility company requirements.
3. The contractor shall adhere to all OSHA standards and regulations
4. The materials recommended in the engineering report, contract drawings and other information that accompanies this bid and are listed within the contractor bid form are provided as a minimum standard recommendation. However, the items listed provide material specifications that are durable and appropriate for this application along the Hudson River.
5. The contractor shall provide all labor, machinery, powered equipment, materials, tools, scaffolds, fencing, equipment, cranes, lifts, generators, and miscellaneous tools/equipment/machinery to complete the scope of work.
6. Copies of certified payrolls from all subcontractors must be attached and submitted with all invoices. No payment will be made for any invoices without a copy of certified payroll. The APDC has a 30-day pay policy. No more than one pay submittal will be processed within a 30-day period. The contractor will be required to submit to the Port copies of all insurance certificates.
7. Contractor Methods, Procedures, Equipment: Where methods or procedures are specified, they shall constitute minimum measures and shall in no way relieve the contractor of sole responsibility for the means, methods, techniques, sequences, or safety measures in connection with the work.
8. Contractor's service persons shall have tools and equipment common to the trade that may be necessary to perform required work. The Port will not pay for rental or replacement of any of the common tools and consumables associated with the type of work outlined in this contract. The contractor shall protect all existing and new equipment from damage from soot, scale, residue and other construction debris. The contractor shall clean, repair, and/or replace any damage at no additional cost to the APDC, that results from the contractor's non-compliance with this item.
9. Deliveries shall be made on regular business days and scheduled with Operation and Facilities Director John Kosa between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the contractor and APDC.
10. The Contractor may deliver and/or stockpile directly on site, however, it shall be the sole responsibility of the bidder to take care of and protect their materials and supplies. The APDC will not be responsible for any damage or theft of any materials or supplies.
11. Any deviations from the Technical Specifications, Contract, Drawings and/or General Conditions will not be permitted unless prior approval by APDC has been given.
12. The Contractor shall provide to the APDC any manufacturer's warranties and guarantees normally given as customary trade practice. In addition, for contracts involving the furnishing and/or installing of electrical and mechanical equipment, the Contractor, agrees to guarantee the satisfactory in-service operation of mechanical and electrical equipment and related components for a period of one year following contract acceptance, at no cost to the APDC for either parts of labor.

13. The Engineer may stop by written order any work or any part of the work under the contract if the methods or conditions are such that unsatisfactory work might result, or if improper material or workmanship is being used.
14. It is the intent that this be a completed project as far as the contract documents set forth. It is not the intent that different phases of work on this project be delegated to various trades and subcontractors by the contract documents. Contractors must make their own contracts with various subcontractors, setting forth the work these subcontractors will be held responsible for. The contractor alone will be held responsible to APDC for the completion of this project.
15. It is the contractor's responsibility during the course of the work to bring to the attention of APDC any defective materials discovered that were not previously identified.
16. The contractor shall be responsible for securing, at their own expense, all licenses and permits required for this project including, but not limited to utility connections, buildings, and site construction, prior to commencement of work.
17. A 5% performance bond will be required at the time of contract execution. Retainage will be applied.
18. GREEN MARINE: The Port of Albany strives to conduct all activities in a sustainable manner defined as environmentally responsible, community driven, and economically beneficial. Acting for the environment is not only important for the Hudson River watershed and neighboring communities, but for sustaining the Port's operations in the long run. In 2016, the Port of Albany joined the Green Marine Program, a voluntary environmental certification. As a landowner, we must lead by example and thus we encourage all bidders to utilize the best environmental practices, materials, and products.

SCOPE OF WORK

Please refer to the Contract Drawings, Engineer Report and Specifications and other information attached in APPENDIX D

Conditions:

1. ENGINEERING REPRESENTATION

- a. During the life of the Contract, there will be representation by the Engineer and his representatives and authorized agents, who will define the meaning and intent of the Contract Documents, pass upon equipment, materials and workmanship, and determine that the work is proceeding in accordance with the Contract Documents. The Engineer may reject such work as in his opinion is not in accordance with said Documents.
- b. The Engineer's representation is for the purpose of assuring that the work described by the Contract Documents is being properly executed. If an Engineer's field representative is employed, he shall act at the Engineer's agent, serve as liaison between the Engineer and Contractor -- generally through the Contractor's field superintendent -- conduct on-site observations and keep records of the work in progress, give assistance in interpreting the Contract Documents, transmit orders by the Engineer and the Commission to the Contractor, review applications by the Contractor for payment, conduct final inspection of the work in the company of the Engineer and the Commission, and perform other field representative duties as required.
- c. Neither the Engineer, his representative, or other authorized agents will undertake any of the responsibilities of the Contractor, his subcontractors, of his superintendent, nor expedite or superintend the Contractor's work, nor advise on or issue directions relative to any aspect of construction technique or method unless such technique or method is called for in the Contract Documents.
- d. The Engineer and his field representatives or authorized agents shall have authority to stop the work of the Contractor whenever such stoppage is necessary to insure compliance with the Contract Documents.
- e. The Engineer shall judge as to what constitutes a reasonable notice, and whether or not workmanship, equipment or materials incorporated in the work meet the standards and intent of the Contract Documents. All questions relating to the intent and meaning of said documents, or of the kind of quality of materials or equipment, must be submitted to the Engineer for approval. His decision as to these questions must be accepted as final.
- f. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the requirements of any Contract Document.

2. ORDERS TO FOREMAN

- a. The Contractor shall employ at the site of the work during the performance of any part thereof, a competent foreman or superintendent who shall be satisfactory to the Engineer and who shall have full authority to act for the Contractor, and all directions given such foreman or superintendent shall be as binding as if given to the Contractor.
- b. Whenever the Contractor or his superintendent is not present on any part of the work where it may be desired to give directions, orders will be given by the Engineer or his representative and shall be received and obeyed by the Foreman who may have charge of the particular work in reference to which the orders are given.

3. ACCURACY OF PLANS AND SPECIFICATIONS

- a. The detail plans and specifications for the contract have been prepared with care and are intended to show as clearly as is practicable the work required to be done. The Contractor must realize, however, that construction details cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of plans and quantities of work involved. Work under all items in the contract must be carried out to meet field conditions to the satisfaction of the Engineer and in accordance with his instructions and the contract specifications.
- b. The Contractors shall take no advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers an error or omission in the plans or specifications, he shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

4. CONFORMITY WITH PLANS AND SPECIFICATIONS

- a. All work performed, and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.
- b. Plan dimensions and contract specification values are to be considered as the target value to be strived for and complied with as the design value from which any deviations are allowed. It is the intent of the specifications that the materials and workmanship shall be uniform in character and shall conform as nearly as realistically possible to the prescribed target value or to the middle portion of the tolerance range. The purpose of the tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons. When a maximum or minimum value is specified, the production and processing of the material and the performance of the work shall be so controlled that material or work will not be preponderantly of borderline quality or dimension.
- c. In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications, but that reasonably acceptable work has been produced, he shall then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as he deems necessary to conform to his determination based on engineering judgment.
- d. In the event the Engineer finds the material or the finished product in which the materials are used or the work performed not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.
- e. All traffic control devices (signs, signals, markings, and devices placed by the authority of a public body or official having jurisdiction for the purpose of regulating, warning, or guiding traffic) shall be planned, installed and the responsibility of the contractor in conformity with the edition of the New York State Manual of Uniform Traffic Control Devices and the applicable U.S. Coast Guard Regulations which are current on the date of advertisement for bids.

5. INTERPRETATION OF PLANS

- a. In case of any difference in the interpretation of the plans, specifications or maps, or between them, the matter must be immediately submitted to the Engineer who shall adjust the same, and his decision in relation thereto shall be final and conclusive.

6. INSPECTION

- a. Wherever or whenever the Engineer shall consider it necessary to remove any portion of the work executed under this contract for inspection or for any other purpose, no payment shall be made for such removal or for replacement of the work to satisfactory condition in case such inspection shows that the work was not constructed in accordance with the terms of the contract; nor shall payment be made for the removal or replacement of any work which may itself be satisfactory, but the removal of which is necessary for the replacement of unsatisfactory work.

7. MATERIALS AND QUALITY REQUIREMENTS

- a. All materials used in the work shall meet the quality requirements described in the specifications unless the same are altered by notes, shown on plans or in the proposal.
- b. Immediately upon award of the contract, the Contractor shall furnish in writing to the Engineer the names and addresses of all material suppliers and sources from which materials are obtained.
- c. No change shall be made in the sources or supply or kinds of materials or in the type of any items except upon written approval by the Engineer.
- d. All materials and products proposed to be used in construction shall be inspected, sampled and tested as described in the specifications and as indicated by notes in the contract documents. Whenever any specification provides for "Certification" or "Approval" as a Basis of Acceptance, the Engineer reserved the right to sample and/or test material in any shipment prior to incorporation in the work.
- e. Any material which has been plant inspected and accepted by the Engineer shall not be shipped to other work unless authorized by the Engineer.
- f. Any material which is rejected, because of failure to meet the required tests or that has been damaged so as to cause rejection, shall be immediately removed from the site of the work.
- g. Materials shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials, even though accepted before storage, shall be inspected prior to their use in the work and shall meet the requirements of the contract at the time of their use.
- h. Railroad cars, barges and other containers used for the transportation of materials shall be clean when any materials are deposited therein.
- i. Material which has been rejected will not be resampled or retested unless otherwise directed by the Engineer. Rejected materials shall be removed immediately from the site of the work by the Contractor at his expense unless otherwise directed by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until written notification of the acceptance of the material has been received by the Engineer.

8. PATENTED DEVICES, MATERIALS AND PROCESSES

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

9. PERMITS, SAFETY AND HEALTH REQUIREMENTS

- a. The Contractor shall obtain and pay for all permits required for the prosecution of the work under the Contract. He shall pay all charges and expenses unless otherwise noted in the Contract Documents and shall furnish all bonds and insurance stipulated in the permits and shall indemnify and save harmless the Owner and the Engineer from all claims for damages and any actions that may arise thereunder. Before the final acceptance of the work, and as a prerequisite to the release of the semi-final payment, the Contractor shall secure a written release from the authorities having jurisdiction over the lands occupied by him, certifying the satisfactory restoration of all pavements and other surfaces and the utility structures removed or safe-guarded for the work.
- b. The Contractor shall observe all Federal, State and Local laws and regulations.
- c. The Contractor shall comply with Title 29 Code of Federal Regulations Part 1926, Safety and Health Regulations for Construction (OSHA) regarding the safety and protection of persons employed in construction and demolition work.
- d. The Contractor shall be responsible for guarding and protecting potentially hazardous locations in and adjacent to areas lawfully frequented by any person.
- e. The Contractor shall designate someone to be available to respond to emergency calls. The name of the person and the telephone number at which he/she can be reached at any time shall be given to the Engineer and all police agencies in the area. Such a person shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.

10. RESTORATION OF DISTURBED AREAS

- a. It is the intent of this specification that all disturbed areas within the right-of-way but outside of the work limits be restored to a pleasing and acceptable condition as specified and as satisfactory to the Engineer.
- b. All of this restoration shall be accomplished prior to acceptance of the contract except that the work of restoring Contractor's work areas (storage, batching, equipment, shop areas, etc.) may be done after the official acceptance of the contract but must be completed prior to the final release of the retained funds.
- c. No payment will be made for any labor, material or equipment necessary for the restoration of disturbed areas which extend beyond the work limits. The cost of such work shall be included in the price bid for the various items of the contract. All work shall be in accordance with the specifications for similar items of work and/or as specified by the Engineer.

11. WATER AND AIR POLLUTION ABATEMENT

- a. The Contractor shall schedule and conduct his operations to minimize silting and muddying of rivers, and lands adjacent to or affected by the work.
- b. Pollutants such as fuels, lubricants, bitumen, raw sewage, and other harmful materials shall not be discharged into or near waterways and impoundments or into natural or manmade channels leading thereto.
- c. All applicable regulations of fish and wildlife agencies and statutes relating to the prevention and abatement of pollution shall be compiled within the performance of the contract.
- d. Any material generated by any activity for the development, modification and construction of any facility shall not be burned on or off the contract site. This shall include but not be limited to demolition material.
- e. The Contractor shall not discharge dust into the atmosphere of such quantity, character or duration that it unreasonably interferes with the comfortable enjoyment of life and property or is harmful to plants or animals.
- f. No payment will be made for any labor, material or equipment needed for soil erosion, water and air pollution abatement as described above.
- g. When it becomes necessary, the Engineer will inform the Contractor of unsatisfactory construction procedures and operations insofar as water and air pollution are concerned. If the unsatisfactory construction procedures and operations are not corrected promptly, the Engineer may suspend the performance of any or all of the other construction until the unsatisfactory condition has been corrected.

12. DRAWINGS AND PRINTED MATTER FURNISHED BY THE CONTRACTOR

- a. The Contractor shall submit for the Engineer's approval working drawings and shop drawings and descriptions of all materials and equipment which he is to furnish, such as steel reinforcement, structural details, layout and support of sheeting and bracing, details of supporting and relocating utilities or other adjacent structures, test procedures, and any and all things required in and for the work three weeks prior to incorporating materials or equipment in the work.
- b. The Contractor, on approval of the Engineer, may submit manufacturer's literature as a substitute for, or supplement to, the shop drawings. The minimum size for any submission shall be 8-1/2 inches by 11 inches, and maximum size shall be 28 inches by 48 inches. All drawings and printed matter submitted shall clearly indicate the following applicable information: (1) Contract title; (2) Contract number; (3) Contractor; (4) Subcontractor; (5) Supplier; (6) Manufacturer; (7) Identification of the item of work; and (8) Section of Specifications to which they correspond. In addition, catalog cuts shall clearly indicate the source from which the cut was extracted.
- c. Drawings or printed matter shall give all dimensions and sizes and sufficient detail to enable the Engineer to pass on the suitability of the materials or layout for the purpose intended. The working drawing shall, where needed for clarity, include outline and sectional views, and detailed working dimensions and designations of the kind of material.
- d. Drawings for submission shall be coordinated by the Contractor with the drawings previously approved and with the design and function.
- e. Draftsmanship shall generally be in accordance with applicable sections of the ANSI drafting manual or other approved standards.
- f. Shop drawing shall be drawn at 1/4 inch = one foot or larger scale, unless otherwise approved.
- g. For all materials submitted the Contractor shall submit the governing specification, grade, type, strength, etc., as for instance, "ASTM C-90, Grade N, Type 2, Lightweight Aggregate

- h. Material shall not be purchased or fabricated until the Engineer has reviewed the working and shop drawings, which shall represent all materials and work involved in the construction. No materials shall be delivered to the site until working and shop drawings have been returned by the Engineer and marked "Approved" or "Approved as Noted". If the latter designation is used, the Contractor must make all changes noted or indicated.
- i. Any materials installed in spite of the above, without properly annotated working or shop drawings, shall be promptly removed from the work.
- i. If the working or shop drawings are marked "Approved as Noted" or "Not Approved" by the Engineer, they shall be promptly corrected and returned to the Engineer for review.
- j. Work shall not be done upon any part of a structure, the design or construction of which is dependent upon the use of materials or other features for which approval is required, until such approval has been received from the Engineer.
- k. Sufficient copies of manufacturer's and suppliers' data shall be submitted to permit the Engineer to retain five copies.
- l. Each submission of drawings shall consist of one reproducible ozalid and four black-and-white prints. The Engineer will review the submission and return the marked-up reproducible to the Contractor. For those drawings marked "Approved as Noted", the Contractor shall furnish the Engineer five copies of the drawings incorporating only the requisite notes and changes; no other changes shall be made.
- m. The Contractor shall be responsible for the prompt submission of all materials and drawings.
- n. Working and shop drawings submitted by subcontractors shall be sent directly to the Contractor for preliminary checking, and the Contractor, after his review and approval, shall be responsible for their submission to the Engineer at the proper time so as to prevent delays in delivery of materials and equipment.
- o. The Contractor shall thoroughly check all subcontractor's drawings as regards measurements, sizes of members, materials, and details, to satisfy himself that they conform to the intent of the Contract Drawings and Specifications. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractor by the Contractor for correction before submitting them to the Engineer.
- p. All drawings submitted must bear the approval stamp of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the drawings show variations from the requirements of the Contract Documents because of standard shop practice or other reasons, the Contractor shall make specific mentions of such variation in his letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contractor Documents even though such shop drawings have been approved.
- q. Where a drawing as submitted by the Contractor, indicates a departure from the Contract which the Engineer deems to be minor adjustment in the interest of the Commission not involving a change in Contract price or extension of time, the Engineer will approve the drawing, but the approval implies the following:
- r. "The modification on the attached drawing is approved in the interest of the Commission to effect an improvement for the Project and is accepted with the understanding that it does not involve any change in the Contract price or time; that it conforms to, and is subject generally to all Contract Documents, stipulations and covenants; that it will result in a complete and workable Project at least equal to that called for; and that it is without prejudice to any and all rights of the Commission under the Contract and Bond or Bonds."

- s. The Engineer's approval of the Contractor's drawings shall be considered to be a gratuitous service, given as assistance to the Contractor in interpreting the requirements of his Contract, and in no way shall it relieve the Contractor of any of his responsibilities under his Contract. An approval of a drawing shall be interpreted to mean that the Engineer has found no specific objections in the submitted material, and in no way relieves the Contractor of his obligation to provide full and complete working and satisfactory systems, structures and units in complete conformity with the Contract Documents.

13. START AND PROGRESS OF WORK

- a. The Contractor shall submit to the Engineer an outline of his proposed methods and manner of executing the work including sequences of operation and a time schedule of performing the same. Such outline may be utilized to facilitate the Commission's inspection and coordination of construction activities only, and shall not be constructed to modify or amend the Agreement, or the date of completion therein. When requested by the Commission, the Contractor shall furnish weekly work schedules indicating number of personnel, kind of equipment and location and nature of the work to be performed.
- b. All work to be performed under the contract shall be completed within the time stated in the Agreement for the project or within such extended time for completion as may be granted by the Commission.
- c. Whenever the Commission shall deem it necessary that any portion or certain portions of the work shall be progressed in any particular manner or that any such portion or portions of the work shall be completed
- d. pursuant to a certain sequence of schedule and before the date of completion of the entire contract, the Contractor shall punctually comply with the related instructions, dated and periods of time.
- e. If, during the progress of the work, it should become necessary because of the lateness of the season to stop the work, then the Contractor shall open proper draining ditches, erect temporary structures where necessary, prepare the project so that there will be a minimum interference with Port traffic, set up and maintain a competent organization, as directed by the Engineer, to keep the contract in first class condition for traffic, and take every precaution to prevent any damage or unreasonable deterioration of the work during the time it is closed.

14. EXTENSION OF TIME

- a. Delays which affect the scheduled completion date of the project and are attributable to interference between Contractors and utility owners, special requirements or actions by municipalities, Federal agencies and other public bodies not anticipated in the contract documents, industry-wide shortage of material as differentiated from delays by a specific or small group of suppliers, industry-wide strikes as opposed to those affecting a single or small group of Contractors or suppliers, and unusually severe storms of extended duration or impact shall be compensated solely by the granting of an extension of time by the Commission to complete the work of the contract without engineering charges. Time necessary for reviews by the Engineer of shop drawings, for changes to meet actual conditions, and delays incurred by seasonable and weather limitations should be anticipated and are neither compensatory nor eligible for extensions of time

- b. Where extra costs can be demonstrated relative to delays caused directly by acts of the Engineer beyond the contract requirements, such costs as are necessary may be reimbursable subject to the prompt substantiation of such costs by the Contractor via the initiation of procedures specified in paragraph 1.26 Disputed Work. The substantiated necessary costs of such delays which may be considered for reimbursement shall be limited to orders by the Commission to stop work for reasons other than provided in the contract specifications and requirements and for the unavailability of right-of-way parcels for such an extended period beyond that indicated in the contract documents that the Contractor's progress on the contract as a whole is significantly affected.
- c. The Contractor agrees that he has included in his unit price bid for the various items of the contract the additional costs of doing the work under this contract caused by not having a clear site for the work, by interference by other Contractors and necessary utility work and by the other non-compensatory delays described above and being required to open certain sections of the Port to traffic before the entire work is completed.

15. CONTINGENCIES AND EXTRA WORK

- a. Whenever the Commission determines that from any unforeseen cause the terms of any contract should be altered to provide for changes, contingencies or extra work, he may issue an Order-on-Contract therefore to the Contractor who shall forthwith proceed with the performance of the work and the furnishing of the materials and equipment with the pertinent specifications. No such extra work shall be commenced or undertaken until the Commission has issued an order on contract.
- b. No instruction, either written or verbal, shall be construed as an order to changed unless it be in the form of an Order-on-Contract bearing the signed approval of the Commission.

16. DISPUTED WORK

- a. If the Contractor is of the opinion that any work ordered by the Engineer of the Commission to be done as contract work is extra work and not contract work, or that any order of the Engineer of the Commission violated the provisions of the contract, he shall promptly notify the Engineer of his contentions thereto and then progress the work subsequently required and ordered. In the meantime, the Contractor, if he considered the issue unresolved, shall promptly notify the Commission in writing of his position relative to the dispute. The Commission shall make a finding thereon and notify the Contractor of same in writing.
- b. During the progress of such disputed work the Contractor and Engineer shall keep daily records and make reports of all labor, material and equipment used in connection with such work and the cost thereof.
- c. If the Commission determines that work in question is contract work and not extra work, or that the order complained of is proper, he shall direct the Contractor to continue the disputed work and the Contractor must promptly comply.
- d. If the Commission determines that such work is extra work, not contract work, or that the order complained of is not proper, then the Commission shall have prepared, if necessary, an Order-on-Contract covering such work as soon after the determination is made as is practical. Adjustments of contract items or the addition of new items to the contract necessitated by such determination may be made up until the time the final agreement is submitted for payment provided that all the requirements of this subsection are complied with.
- e. In the event the Contractor fails to furnish force account reports, such failure shall constitute a waiver of any claim for payment for disputed work other than for payment at contract unit prices for the work performed.

17. MEASUREMENT AND PAYMENT

- a. **Estimates and Payment.** In computing amounts in estimates or work done the unit prices will be used. All estimates, including the final, will be made for actual quantities of work performed and materials placed in accordance with the requirements contained in the specifications and contract plans as determined by the measurements of the Engineer, and the resulting quantities involved in any contract shall be accepted as final, conclusive and binding upon the contractor.
- b. **Final Additions or Deductions.** Upon the completion of the required work as shown in the plans and specifications, should the final estimate of quantities show either an increase or decrease from the approximate estimate of quantities, then such variations will be computed at the unit prices bid and a final agreement will be made respectively adding or deducting this amount from the gross sum bid.

18. DAILY WORK REPORTS AND DELIVERY SLIPS

- a. Daily work reports shall be prepared by the Contractor and shall be submitted to the Engineer on or before noon of the day following the day's work reported, properly prepared and signed.
- b. The Contractor shall furnish the Engineer with copies of delivery slips covering all materials delivered to the site of the work which are to be included in any monthly estimate. All materials delivered to the site of the work, whether from a supplier's warehouse or from the Contractor's stock, shall be covered by such delivery slips. Delivery slips shall be submitted daily with the daily work report sheets.
- c. Deviation from the above procedure by the Contractor as to daily work reports and delivery slips will result in disapproval of items of work. Such disapproved items shall not be included in any monthly estimate until properly reported on daily work reports and/or on approved delivery slips.

MWBE/SDVOB PARTICIPATION GOALS

15

This Contract Goal: MBE: 10 % WBE: 15% SDVOB: 6%

Please see Appendix C for reporting and submittal instructions.

Pursuant to **New York State Executive Law Article 15-A**, the APDC recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned businesses (MWBEs) in the performance of APDC contracts. The APDC advises all potential service providers that disadvantaged, minority and women-owned business enterprises will be afforded full opportunity to submit proposals in response to this notice and there will be no discrimination on the basis of race, creed, color, sex, national origin, disability or marital status in the award of the contract or any subcontract.

*The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com>

Veteran's Services Law Article 3 provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. The APDC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of APDC contracts. In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, the APDC conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors or service providers to Bidders. Nevertheless, Bidders are encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract.

The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/Veterans/>.

M/WBE and SDVOB vendors with certifications are encouraged to apply and are requested to identify themselves within their bid submission.

METHOD OF AWARD:

The award of this solicitation will be given to the lowest responsive and responsible respondent. When evaluating proposals, the following criteria will be considered: cost, experience, references, timeline, and proposal response.

In cases where two or more responsive/ responsible bidders submit identical bids as to price, the APDC may award the contract to any such bidders.

The APDC reserves the right to request additional information from bidders for the purpose of ascertaining whether or not the qualifications, facilities, and pricing offered by each bidder meet the requirements set forth in these specifications, sufficient to ensure the proper performance under the contract.

APDC reserves the right to conduct discussions with any Vendor who submits a proposal.

APDC reserves the right to reject any and all proposals, to waive any informality in proposals received, to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Vendors if it is deemed in APDC's best interest. Moreover, APDC reserves the right to not make a selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of APDC.

AWARD OF BID

The award, if any, will be made within (45) forty-five calendar days of the opening date. All successful vendors shall be notified by the APDC of any contracts they have been awarded. An award letter will be sent to all successful Vendors by US mail. Unsuccessful bidders may not be informed.

TERM OF CONTRACT

All Vendors submitting proposals shall agree that their pricing will remain firm for 60 days from proposal submission and throughout the duration of the contract.

The term of the contract shall be through project completion. This contract and any potential renewals will be executed upon approval of the APDC Board of Commissioners.

TERMINATION CLAUSE

The APDC reserves the right to terminate any contract or any portion thereof and use an alternate or secondary source, should the awarded Vendor become unable to perform.

The APDC may terminate their contract with cause upon notification in writing.

The APDC may further terminate the contract without cause on thirty (30) days' notice in writing.

The APDC may, by written notice, terminate the contract after determining that for reasons beyond either Commission or Contractor control, it is not feasible to proceed with or complete the work originally contracted for, and that termination would therefore be in the public interest.

REQUIREMENTS and GOVERNING LAWS

All bidders are required to comply with all applicable provisions of all local laws, the State of New York laws, and the United States of America laws in particular but not limited to the State's Labor Law, Workman's Compensation Law, State Unemployment Insurance Law, Environmental Law, and all State and Local Health Laws, rules and regulations.

1. All Vendors submitting proposals shall agree that their pricing will remain firm for 60 days from proposal submission and throughout the duration of the contract.
2. The Vendor shall not reassign any award made as the result of this RFP without the prior written consent from APDC.
3. The Vendor shall comply with all laws, ordinances, rules, regulations bearing on the conduct of the work specified in this RFP.
4. **TAX ON MATERIALS:** The APDC is exempt from Federal and State Sales Taxes. Such Taxes shall not be included within the bid prices or within invoices.
5. The provisions of Section 220 of the State's Labor Law are deemed a part of every proposal with the same force and effect as if set forth at length. Pursuant to Article 8 of the New York State Labor Law, no laborer, workman, or mechanic in the employ of the contractor, subcontractor, or other person doing or contracting to do the whole or part of the work contemplated by the contractor shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any week, except on cases of extraordinary emergency including fire, flood, or danger to life or property. No such person shall be employed more than eight (8) hours in any day or than five (5) days in one week except in such emergency. The wages to be paid for a legal day's work to laborers, workman or mechanic employed by the contractor, subcontractor, or other person performing the contract shall be provided the supplements required by that Article.
6. **EMPLOYEE VERIFICATION REQUIREMENTS:** All vendors providing services and/or products to the APDC under any contract resulting from an award of the attached bid are required to comply with all State, Federal, and local laws, rules and regulations as they pertain to the verification of the ability of each employee to legally work in this state and country. This includes all employees, subcontractors and their employees engaged in work covered by said contract. All vendors shall, upon request, supply the APDC with certified copies of Federal form I-9 for all employees, subcontractors, and their employees. These forms should be on file at the vendor's home office and are available online at <http://usics.gov/files/form/i-9.pdf>. By submitting a bid for consideration by the APDC the vendors acknowledge that they have complied with and will continue to comply with all regulations and statutes concerning the verification of the employee status.
7. **INDEMNIFICATION:** The successful proposer shall defend, indemnify, and save harmless the APDC, its officers, directors, members, employees and agents, from and against all claims, suits, damages, liabilities, losses, expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

8. **JUDGEMENTS/LEGAL FINDINGS:** By submitting this bid for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company, its executives or any other person that will be employed in any fashion as a part of this contract, with any federal, state, or local government entities that in any way could impact or have the potential to impact their ability to legally complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the APDC.
9. **INSPECTION:** Inspection and approval by the Owner, of finished Work or of Work being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract or of its obligation to protect its Employees from injury or harm for work performed under this Contract. Finished or unfinished Work not found to be in strict accordance with the Contract shall be replaced as directed by the Owner, even though such Work may have been previously approved and paid for. Such corrective work is Contract Work and shall not be deemed Extra Work.
 - a. Rejected Work and materials shall be promptly taken down and removed from the Site, which must at all times be kept in a reasonably clean and neat condition.
 - b. Nothing herein shall be interpreted to mean that the inspection authority provided to the APDC creates any obligation or duty on the APDC to protect the safety of Contractor's or Subcontractors Employees or to protect the safety, integrity or condition of any property, as said obligations and duties rest solely with the Contractor or Subcontractor.
10. **RESPONSIBILITY OF VENDOR:** The vendor shall be responsible for all labor, material, tools, supervision, and transportation to complete the scope of the work related to this project. The vendor shall adhere to all applicable local, state, and federal regulations in effect at the time the work is done. The vendor shall maintain all required insurance coverage during the life of the contract.
11. **USE OF BRAND NAMES:** References in the specifications to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type and quality of materials or supplies or nature of work desired. Such descriptions should not be construed as excluding bids on other types of materials and supplies or for performing the work in a manner other than specified, providing that the materials and supplies and manner of performing the work are offered are of equal quality to that specified and equally acceptable to the APCD for its purposes. Exceptions must be clearly stated. The APCD will determine equal products or services.
12. **GUARANTEE:** The contractor shall guarantee that the material/equipment offered is standard new equipment, latest model of regular stock product and in current production and includes all parts regularly used with this type of equipment also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
13. The successful vendor must comply with all clauses stated in Appendix A (NYS Clauses for Standard Contracts)
14. The successful vendor must comply with all clauses stated in Appendix B (the NYSDOT PFRAP contract document)

INSURANCE REQUIREMENTS

The successful Vendor hereby agrees that they will obtain and present proof of Workers' Compensation Insurance for all employees on- site prior to the commencement of work (e.g., independent (employee) contractors are not acceptable). This contract shall be void and of no effect unless the Contractor secures and delivers a certification of insurance dated within ten (10) days of the date of the signing of the contract, and Contractor shall maintain such insurance policies as will protect themselves, their subcontractors and, unless specified otherwise, the APDC (the owner), including their agents, servants and employees, from any and all claims for Bodily Injuries, Death or Property Damage which may arise from operations under this contract whether such operations be by himself/herself or by any subcontractor or anyone employed by him/her directly or indirectly, or any other party who may be injured, claim injuries or die. All policies shall name the Albany Port District Commission as an additional insured on a primary and non-contributory basis. The policies below are required to be maintained for the life of the contract.

The successful bidder will maintain Worker's Compensation during the life of any contract entered as a result of this bid, for the benefit of the bidder's employees.

The following insurance policies are required:

- (1) Workers' Compensation Insurance with statutory limits and employers' liability coverage.
- (2) Commercial general liability (CGL) insurance including comprehensive form, premises- operations and broad form contractual with minimum limits of Two Million Dollars (\$2,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

The Albany Port District Commission shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 38 (04/13) or an equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Vendor/Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

- (3) Automobile liability insurance for owned, hired, and non-owned vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.
- (4) Umbrella or Excess liability insurance with a limit of Five Million Dollars (\$5,000,000) per occurrence and a general aggregate of Five Million Dollars (\$5,000,000).

Umbrella coverage must include as insureds all entities that are additional insureds on the CGL. Umbrella coverage for such additional insureds shall apply before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverage maintained by the Subcontractor.

- (5) Disability Benefits- New York State Statutory Requirements.

The Albany Port District Commission shall be listed as an additional insured on a primary and noncontributing basis on all policies.

All insurance certificates shall be submitted prior to commencement of work.

Additional Insurance Requirements in compliance with NYSDOT Grant Funded Projects

GRANTEE shall furnish to the STATE a certificate(s), in a form satisfactory to the STATE, showing compliance with this Article, which certificate(s), shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the STATE. The kinds and amounts of insurance required are as follows:

In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the GRANTEE'S Contractor will be required to carry insurance of the following kinds and amounts:

a. Public Liability Insurance

With respect to the operations performed, regular Contractor's Public Liability Insurance is provided for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

b. Protective Public Liability Insurance

With respect to the operations performed, subcontractors provide regular Contractor's Protective Public Liability Insurance for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

c. Motor Vehicle Liability Insurance

With respect to any motor vehicles which may be used in connection with the work to be performed, the Contractor shall maintain a policy(s) as required by the Motor Vehicle Laws of the State of New York to bear license plates.

d. Railroad Protective Public Liability Insurance

With respect to the operations the Contractor or any of the Contractor's subcontractors perform, Contractor shall provide Railroad Protective Public Liability Insurance (AAR- AASHTO Form) in the name of all railroad companies operating at the location of the Project Facilities providing for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Such insurance shall be furnished with an aggregate of not less than \$6,000,000 for damages as a result of more than one occurrence.

e. Force Account Insurance

The GRANTEE shall carry Force Account insurance covering bodily injury, legal liability assumed under this Agreement and property damages resulting from any acts, errors or omissions for the work performed by GRANTEE's employees in connection with this Agreement. This policy shall provide limits not less than Two Million (\$2,000,000) nor more than Six Million Dollars (\$6,000,000) as determined by GRANTEE, the appropriate cost of which shall be reimbursed under FHWA, 23 CFR Part 140, Subpart 1 (April 7, 1992) as amended. The GRANTEE retains the right to self-Insure any of its obligations under this provision.

The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force until all work is satisfactorily completed shall constitute a violation of the Agreement.

PROPOSAL COMMUNICATION , RESTRICTIVE PERIOD, LEGAL PROVISIONS FOR PROCUREMENT CONTRACTS, AND OFFERER RESPONSIBILITY:

Pursuant to New York State Finance Law §§139-j and 139-k, this request for proposals (“RFP”) includes and imposes certain restrictions on communication between a Governmental Entity and an Offeror/Bidder during the procurement process. An Offeror/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the APDC and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). The designated staff member for this RFP is (Jessica Lansing, Compliance Procurement Coordinator.) Governmental Entity employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection of a contract award and in the event of two findings within a four-year period, the Offeror/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found in the appropriate statutes and on the New York State Office of General Services website under the link for the “Advisory Council on Procurement Lobbying.”

Additionally, the above law requires certain affirmations to be provided to the APDC by Offerors/Bidders and that certain provisions are contained within any contract/award resulting from this RFP. Specifically, the following information is provided:

1. All bidders must complete a “Bidder Questionnaire” with a signature/notary public acknowledgement.
2. The APDC must obtain from all Offerors/Bidders the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with New York State Finance Law §§139-j and 139-k.
3. The APDC must include a disclosure request regarding prior non-responsibility determination in accordance with New York State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts.
4. The APDC must obtain from all Offerors a required certification that the information is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to New York State Finance Law §139-j. The Offeror/Bidder must agree to the certification and provide it to the procuring Government Entity.
5. New York State Public Authority Law § 2878 requires that all bidders on procurements involving goods and services complete a “Non-Collusive Bidding Certification.”
6. New York State Law §139-k (5) provides that every procurement contract award subject to the provisions of New York State Finance Law §§139-k and 139-j shall contain a provision authorizing the Governmental Entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. An example of such language is provided below:

The APDC reserves the right to terminate this contract in the event it is found that the certification filed by the Offeror in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the APDC may exercise its termination right by providing written notification to the Offeror in accordance with the written notification terms of this contract.

Forms meeting the requirements of 1-6 are provided below. All bids submitted must contain these completed forms to be considered responsive – failure to include any of these forms will result in the bid being rejected without any further review or consideration.

ALL ENCLOSED FORMS MUST BE COMPLETED, SIGNED AND INCLUDED WITH THE BID PROPOSAL

Failure to Complete ALL forms and ALL Insurance Certificates may result in rejection of bid proposal.

- EXHIBIT A: BIDDER'S QUESTIONNAIRE
- EXHIBIT B: CORPORATE PARTNERSHIP OR INDIVIDUAL ACKNOWLEDGEMENT
- EXHIBIT C: APDC PERMISSIBLE CONTACTS
- EXHIBIT D: OFFERER CERTIFICATION
- EXHIBIT E: NON-COLLUSIVE BIDDING CERTIFICATION
- EXHIBIT F: DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION
- EXHIBIT G: IRAN ENERGY SECTOR DIVESTMENT COMPLIANCE
- EXHIBIT H: CERTIFICATION REGARDING SEXUAL HARRASSMENT
- EXHIBIT I: ENCOURAGING USE OF NYS BUSINESSES IN CONTRACT PERFORMANCE
- EXHIBIT J: EO177 CERTIFICATION
- EXHIBIT K: WORKERS COMPENSATION INSURANCE CERTIFICATION (3 PAGES)

- Appendix A: NYS Clauses for Government Contracts
- Appendix B: NYSDOT PRFAP Contract Agreement
- Appendix C: MWBE Goal Procedures and Reporting Requirements
- Appendix D: Wharf Upgrades Contract Set
- Appendix E: Engineers Specifications
- Appendix F: Engineers Report
- Appendix G: Official Bid Form

PROPOSAL BID FORM (Page 1)

NAME OF VENDOR: _____

1. The Vendor hereby declares that it has carefully examined all Bidding and Contract Documents therein, has satisfied itself as to all conditions, and understands that in signing this Proposal, it waives all right to plead any misunderstanding regarding the same.
2. The Vendor further understands and agrees that it is to perform and complete all work in accordance with the Contract Documents and to accept in full compensation in the amount and rates listed in this document with no further compensation.
3. **BID CALCULATION: Please attach a comprehensive and clear description of your cost proposal that includes all fees for labor, materials, etc.**

a. **Total proposed amount (e.g., no additional expenses will be permitted).**

_____ \$ _____
 (In words) (In figures)

b. **EXPECTED PROJECT COMPLETION DATE:** _____

4. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief: (a) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (b) unless otherwise required by law, the prices have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (c) no attempt has been made or will be made by the bidder to induce any person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
5. The bidder agrees that if awarded the Contract, it will commence work upon receipt of the Notice to Proceed and that it will fully complete the work by the date stated or within the duration herein, as applicable.
6. The bidder acknowledges the receipt of the following addenda but agrees that it is bound by all addenda whether or not listed herein.

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

7. The bidder affirms that it understands and agrees to comply with the procedures of Albany Port District Commission relative to permissible contacts as required by Sections 139-j(3) and 139-j-(6)(b) of the State Finance Law.
8. The bidder certifies that all information provided or to be provided to Albany Port District Commission in connection with this procurement is, as required by Section 139-k of the State Finance Law, complete, true and accurate.

Dated _____

(Legal name of person, partnership, joint venture, corporation, or LLC)
 (If corporation, affix corporate seal)

By _____ Title _____
 (Signature)

BID PROPOSAL FORM PAGE 2

Check: Is Firm NYS-Certified* MBE? Yes ☐ WBE? Yes ☐ SDVOB? Yes ☐

Note: A copy of the current certification must be included in the proposal packet.

Note: Please indicate whether you believe that any information supplied herein is confidential and should be exempt from disclosure under the Freedom of Information Law.

☐ Yes ☐ No

If “yes”, you must identify the information you feel is confidential by placing an asterisk (*) in front of the appropriate number(s) and you are requested to attach an additional sheet(s) upon which the basis for such claim(s) is explained.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO.: _____ EMAIL: _____

DIRECT CONTACT REPRESENTATIVE TO ORDER: _____

SIGNATURE AND TITLE: _____ DATE: _____

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

Firm's NYS SFS Vendor Identification Number:

PLEASE UTILIZE THIS SECTION TO INDICATE ANY DEVIATIONS YOU MAY HAVE FROM THE RFP SPECIFICATIONS:

EXHIBIT A : BIDDER QUESTIONNAIRE

1. Are you a New York State resident business?	Yes	N
2. Total number of people employed by your firm?		
3. Total number of people employed by your firm in New York State?		
4. Is your company independently owned and operated?	Yes	No
5. Is your firm at least 51% owned and controlled by women, or 51% owned and controlled by minority group members, i.e., Black, Hispanic, Asian, Pacific Islander, American Indian, and Alaskan Native?	Yes	No
If yes, _____ Minority Owned _____ Women Owned		
If yes, have you been certified or registered?	Yes	No
If yes, List certificate or registration authority: _____		
6. Within the past five years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner, or proprietor been the subject of:	(Circle any that apply. If "Yes", describe using additional pages.)	
a. An indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business- related conduct constituting a crime under local, state, or federal law?	Yes	No
b. A federal, state, or local government suspension or debarment, rejection of any bid or disapproval of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial, or revocation, of pre-qualification or a voluntary exclusion agreement?	Yes	No
c. Any federal or state determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful"?	Yes	No
d. A consent order with NYS Department of Environmental Conservation, or a federal or state enforcement determination involving a violation of federal or state environmental laws?	Yes	No
7. Is your firm owned by a service-disabled veteran?	Yes	No
If yes, have you been certified or registered?		
If yes, List certificate or registration authority: _____	Yes	No

BIDDERS SIGNATURE _____

Print Name _____

Title _____

Date _____

Address _____

Federal ID # _____

Telephone # _____

EXHIBIT B:**CORPORATE, PARTNERSHIP OR INDIVIDUAL ACKNOWLEDGMENT STATE OF**

)

) SS;

COUNTY OF

)

On the _____ day of _____ in the year 20 ____, before me personally appeared:

_____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that ___he resides at _____, City/Town of _____, County of _____, State of _____; and further that:

(Check One)

☐ (If an individual): ___he executed the foregoing instrument in His/her name and on his/her behalf.

☐ (If a corporation): ___he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, ___he is authorized to execute the foregoing instrument on behalf of the corporation for purpose set forth therein; and that, pursuant to that authority, ___he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): ___he is the _____ of _____, the corporation described in said instrument; that, by the terms of said partnership, ___he is authorized to execute the foregoing instrument on behalf of the partnership for the purpose set forth therein; and that, pursuant to that authority, ___he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

Notary Public

Exhibit

Offeror affirms that it understands and agrees to comply with the procedures of the APDC relative to permissible Contacts

By: _____ Date: _____

Name: _____

Title: _____

Offeror/Bidder Name: _____

Offeror/Bidder Address: _____

Exhibit D

Offeror Certification:

I certify that all information provided to the APDC with respect to State Finance Law §139-k is

By: _____ Date: _____

Name: _____

Title: _____

Exhibit E

NON-COLLUSIVE BIDDING CERTIFICATION

(Reference: Public Authorities Law Section 2878)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

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

Signature: _____

Date: _____

Title: _____

NAME OF BIDDER

ADDRESS OF BIDDER

EXHIBIT F:**Albany Port District Commission****106 Smith Boulevard ● Albany, New York 12202****Offeror Disclosure of Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Project Number: _____ Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? ☐ No ☐ Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law Section 139-j: No ☐ Yes ☐

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? ☐ No ☐ Yes

4. If you answered "yes" to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____ Date of Finding of Non-

Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

☐ No

☐ Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offeror certifies that all information provided to Albany Port District Commission with respect to State Finance Law Section 139-k is complete, true and accurate. Submit form with original signature with Proposal.

By Signature: _____

Date: _____

EXHIBIT G:

**Albany Port District Commission
106 Smith Boulevard ● Albany, New York 12202**

IRAN ENERGY SECTOR DIVESTMENT COMPLIANCE

Printed Name of Entity Seeking to Enter into the Contract: _____

Address: _____

Printed Name and Title of Person Executing Certification: _____

Project Number: _____

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012 (Act), the Office of General Services is required to post on its web site a list of persons who have been determined to engage in investment activities in Iran (“prohibited entities list”), as defined by the Act. New York State Public Authorities Law § 2879-c, with certain exceptions, prohibits Albany Port District Commission from entering into or awarding a Contract with persons identified on the prohibited entities list.

CERTIFICATION:

By submission of this bid or proposal, each person (as defined in paragraph (e) of subdivision one of section one hundred sixty five-a of the state finance law) and each person signing on behalf of any other party certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State finance law.

STATE OF)
)ss.:

COUNTY OF)

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature of Person Executing Certification:_____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

Submit form with original signatures

EXHIBIT H:

**Albany Port District Commission
106 Smith Boulevard ● Albany, New York 12202**

Certification Regarding Sexual Harassment Prevention Policies Pursuant to State Finance Law §139-l

By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

I, _____, hereby affirm, under penalty of perjury, that

Printed Name of Person Executing Certification

I am _____ of the above-named bidder, that I am

Printed Title of Person Executing Certification

authorized to make this certification on behalf of such bidder, and I further certify that this certification is true, accurate and complete to the best of my knowledge and belief.

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

signature

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

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

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

Notary Public

Submit form with original signatures

EXHIBIT I:**ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE**

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

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

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

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

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

Will New York State Businesses be used in the performance of this contract? ☐ Yes ☐ No

Project Number: _____

If yes, identify New York State Business(es) that will be used; (list identifying information below).

(Attach additional identifying information with the bid as required)

By: _____ Date: _____

Signature

Print Name and Title: _____

Vendor Name: _____

Vendor Address: _____

EXHIBIT J:**Albany Port District Commission****H. Carl McCall SUNY Building 353 Broadway ● Albany, New York 12246****EO 177 Certification**

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

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

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Vendor Name: _____

By: _____ Date: _____

Signature

Print Name and Title: _____

EXHIBIT K:

State of New York

WORKERS' COMPENSATION BOARD

THIS AGENCY EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION. ROBERT R. SNASHAIL
CHAIRMAN

Dear Sir/Madam:

The Workers' Compensation Law requires that a New York State or municipal agency, department, board, commission, or office issues any permit or license, the applicant must submit, to such agency or department, proof that he or she has obtained the required workers' compensation and disability benefits coverage, or that he or she is not required to provide coverage under these Laws. (See attached copies of Section 57 of the Workers' Compensation Law and Section 220, subd. 8 of the Disability Benefits Law.) These requirements also apply to the renewal of an application for a permit or license, and any and all work covered by the permit or license, whether or not a governmental agency is involved.

In addition, effective April 7, 1993, Chapter 213 amended the above Laws to require that before a New York State or municipal agency, department, board, commission, or office enters into any contract, the contractor must also submit proof that he or she has obtained the required workers' compensation and disability benefits coverage, or that he or she is not required to provide coverage. These requirements also apply to the renewal of such contracts.

I would appreciate your notifying the permit-issuing and contract-making agencies or departments within your jurisdiction of these requirements so that they may be able to comply with the Law. State Agencies are specifically requested to notify each department or group within their agency, which issues licenses or permits or makes contracts, of the Law's requirements.

Enclosed are samples of Forms C-105.2 and DB-120.1 (Certificates of Insurance), and Form SI-12 (Affidavit Certifying That Compensation has Been Secured), which are designed to provide necessary proof of coverage when completed by the insurance canter and/or the Workers' Compensation Board. Also enclosed is a sample of Form DB-155 (Compliance with DB Law), which may be submitted by self-insured employers under Disability Benefits Law as acceptable proof that disability benefits coverage has been obtained.

Please note that it is acceptable for employers insured by the State Insurance Fund to submit the Fund's computer-generated certificate of insurance as proof of coverage, Form U-26.3 (sample enclosed), in place of prescribed Form C-105.2.

Employers who are not required by Law to provide workers' compensation and/or disability benefits coverage must submit Form C-

105.21 (Statement That Applicant Does Not Require W.C. or D.B. Coverage), which when completed by the Workers' Compensation Board is proof that the applicant is not required to carry either type of insurance.

Thank you for your assistance in the enforcement of the above. If you require additional information regarding this or any other workers' compensation or disability benefits matter, please feel free to contact Mr. Frank Rends, Director, WC Compliance, Workers' Compensation Board, 100 Broadway-Menands, Albany, New York 12241 [telephone number (518) 486-51171.

STATE OF NEW YORK WORKERS
COMPENSATION BOARD
APPLICATION FOR CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

The undersigned Employer desires to obtain a Certificate of Workers' Compensation Insurance from the
Insurance Carrier: _____

as satisfactory proof required under the provisions of Section 57 of the Workers' Compensation Law, to
be filed with Name: _____
(Name of Bureau, Department, Corporation, Firm or Individual)

Address: _____

Locations of operations: _____

Date operations to begin: _____

Telephone No.: _____

Signature: _____

(Name & Title)

(Name of Employer)

(Date)

NOTE: This application must be signed by the Employer if an individual, or if a co-partnership by member of the co-partnership, or by an officer if a corporation.

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

This is to certify that _____
(Name of individual, partnership, or corporation)

is insured with _____
(Name of insurance provider)

under Policy No. _____ covering the
entire obligation of this employer for workers' compensation under the New York Workers' Compensation Law with
respect to the locations named in the foregoing application.

The policy term covers the period from _____

To _____. If said policy is changed or cancelled during its term in such manner as to
affect this Certificate, thirty (30) days written notice of such change or cancellation shall be provided to the Owner, and
ten (10) days written notice in the event of cancellation for non-payment of premiums.

Signature: _____

(Name, Title, Date)

Telephone No. _____

Title _____

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION
C-105.2(10-94)

