



DASNY
Dormitory Authority
of the State of New York

JOB ORDER CONTRACTING (JOC) PROGRAM

CONSTRUCTION CONTRACT FORMS

ALBANY (HEADQUARTERS): 515 Broadway, Albany, NY 12207 | 518-257-3000

BUFFALO: 6047 Transit Road, Suite 103, East Amherst, NY 14051 | 716-884-9780

NEW YORK CITY: 28 Liberty Street, 55th Floor, New York, NY 10005 | 212-273-5000

ROCHESTER: 3495 Winton Place, Building C, Suite 1, Rochester, NY 14623 | 585-461-8400



DASNY

SCOPE VERIFICATION FORM

At the discretion of DASNY's Opportunity Programs Group, Scope Verification Forms completed & signed may be requested for any MBE/WBE/SDVOB subcontractor/supplier listed on the approved Utilization Plan.

FAILURE TO PROVIDE THE REQUIRED DOCUMENTATION MAY RESULT IN THE DELAY OR DENIAL OF THE INITIAL PROGRESS PAYMENT OR FUTURE PROGRESS PAYMENTS

PRIME/PROJECT INFORMATION (Please complete all fields)

Prime Contractor: _____ Project No: _____
Contract/Job Order No: _____ Project Name/Facility: _____

SUBCONTRACTOR (Please complete all fields) & if applicable (select one) ☐ MBE ☐ WBE ☐ SDVOB

Company Name: _____ Contact Person: _____
Phone No: _____ Email: _____

MBE/WBE/SDVOB SUBCONTRACTOR/SUPPLIER (select one) ☐ MBE ☐ WBE ☐ SDVOB

Company Name: _____ Contract Person: _____
Phone No: _____ Email: _____

MBE/WBE/SDVOB SUBCONTRACTOR/SUPPLIER SCOPE OF SERVICES (please complete all fields)

Identify the specific scope of services that will be performed by the proposed MBE/WBE/SDVOB subcontractor/supplier listed above.

NAICS Code (6 Digit Number)	Description of Work	Contract Amount
		\$
		\$
		\$
Total		\$

The Contractor shall notify and obtain written approval from DASNY for any changes needed to this Scope Verification Form.

The Contractor and MBE/WBE/SDVOB subcontractor/supplier shall certify that the MBE/WBE/SDVOB subcontractor/supplier will perform the above scope of work and will not subcontract its work, in whole or in part, to a Non-MBE/WBE/SDVOB entity.

MBE/WBE/SDVOB SUBCONTRACTOR/SUPPLIER

Principal or Officer (print name and title)

Principal or Officer Signature

Date

PRIME/SUBCONTRACTOR

Principal or Officer (print name and title)

Principal or Officer Signature

Date



FOR DEMO PURPOSES ONLY CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Your Agent or Broker	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED Your Name	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Your Insurance Company	
	INSURER B: Your Insurance Company	
	INSURER C: Your Insurance Company	
	INSURER D: Your Insurance Company	
INSURER E: Your Insurance Company		
INSURER F: Your Insurance Company		
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Include Independent Contractors GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	Y		XYZ-123	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Fire Damage Lgl Liab \$ 1,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			ABC-345	MM/DD/YY	MM/DD/YY	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☐ RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE	Y	LLL-555	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$ As Needed AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	WCB-678	MM/DD/YY	MM/DD/YY	WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Pollution Liability Builders Risk*			MCK-777	MM/DD/YY	MM/DD/YY	\$2 Million/\$2 Million Work Order Value

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DASNY Contract No: 1000509999 CR

Project Name: JOB ORDER CONTRACTING - REGION

*Builders Risk required for GOSR, OMH, OPWDD OASAS and NYCHA Projects

The following are Additional Insureds as respect to this project: the Dormitory Authority-State of New York; the State of New York; ALL ENTITIES LISTED ON APPENDIX E. Proof of 30 Days Notice of Cancellation in favor of the Dormitory Authority of the State of New York is required for all insurance policies FOR NYCHA: NYCHA must also receive 30 Days Notice of Cancellation

CERTIFICATE HOLDER

CANCELLATION

Dormitory Authority- State of New York Attn: Risk Management 515 Broadway Albany, New York 12207	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Your Agent/Broker Representative

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
DASNY and all others as per the written contract	"All locations" or specific project name and address
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
DASNY and all others as per the written contract	"All locations" or specific project name and address
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Additional Insureds by Client

Dormitory Authority of the State of New York
State of New York

*On all projects/contracts

4201 Schools- Contract Specific

Dormitory Authority of the State of New York
State of New York

Albany Public Library

Albany Public Library
Dormitory Authority of the State of New York
State of New York

Broome Community College

Broome Community College
County of Broome
State University of New York
State of New York
Dormitory Authority of the State of New York

Capital Center Youth Center

Capital Center Youth Center
Dormitory Authority of the State of New York
State of New York

City of New York Court Facilities

Unified Court System of New York
City of New York
NYS Court Facilities Capital Review Board
Office of Criminal Justice Coordinator
Dormitory Authority of the State of New York
State of New York

City University of New York (CUNY)

City of New York
City University of New York
City University Construction Fund
Construction Manager (If applicable) - Contract Specific
State of New York
Dormitory Authority of the State of New York

County of Suffolk

County of
New York State Office of Children and Family Services ("OCFS")
State of New York
Dormitory Authority of the State of New York

County of Westchester (*Special contract provisions required, contact Contract Support Services)

County of Westchester

New York State Office of Children and Family Services ("OCFS")

State of New York

Dormitory Authority of the State of New York

Department of the Army - US Army Garrison, West Point

Department of the Army - US Army Garrison

State of New York

Dormitory Authority of the State of New York

Dutchess Community College

Dutchess County

Dutchess Community College

State University of New York

State of New York

Dormitory Authority of the State of New York

Episcopal Health Services, Inc. ("EHS")

Episcopal Health Services, Inc. ("EHS")

State of New York

Dormitory Authority of the State of New York

Fulton Montgomery Community College

Fulton Montgomery Community College

County of Fulton

County of Montgomery

State University of New York

State of New York

Dormitory Authority of the State of New York

Governor's Office of Storm Recovery (GOSR)

Governor's Office of Storm Recovery (GOSR)

Housing Trust Fund Corporation (HTFC)

New York State Division of Housing and Community Renewal (DHCR)

Dormitory Authority of the State of New York

State of New York

Mohawk Valley Community College

Mohawk Valley Community College

County of Oneida

State University of New York

State of New York

Dormitory Authority of the State of New York

Monroe Community College

Monroe County

Monroe Community College

State University of New York

State of New York

Dormitory Authority of the State of New York

Additional Insureds by Client

New York City Department of Citywide Administrative Services

NYC Department of Citywide Administrative Services
City of New York
Dormitory Authority of the State of New York
State of New York

New York City Department of Environmental Protection

NYC Department of Environmental Protection
City of New York
Dormitory Authority of the State of New York
State of New York

New York City Health & Hospitals Corporation

New York City Health & Hospitals Corporation
City of New York
Dormitory Authority of the State of New York
State of New York

New York City Housing Authority

New York City Housing Authority
New York City Housing Authority
Division of Housing and Community Renewal (DHCR)
Dormitory Authority of the State of New York
State of New York

New York City Office of the County Medical Examiner (OCME)

New York City Office of the County Medical Examiner (OCME)
City of New York
Office of Criminal Justice Coordinator
Dormitory Authority of the State of New York
State of New York

New York Public Library

The New York Public Library, Astor, Lenox and Tilden Foundations ("NYPL")
State of New York
Dormitory Authority of the State of New York

New York State Courts

Office of Court Administration
NYS Court Facilities Capital Review Board
State of New York
Dormitory Authority of the State of New York

New York State Department of Environmental Conservation (DEC)

New York State Department of Environmental Conservation (DEC)
State of New York
Dormitory Authority of the State of New York

New York State Department of Health (DOH)

New York State Department of Health
State of New York
Dormitory Authority of the State of New York

New York State Division of Housing and Community Renewal (DHCR)

New York State Division of Housing and Community Renewal (DHCR)
Office of Resilient Homes and Communities
Dormitory Authority of the State of New York
State of New York

New York State Education Department

New York State Education Department
State of New York
Dormitory Authority of the State of New York

New York State Homeless Housing and Assistance Corporation ("HHAC")

NYS Homeless Housing and Assistance Corporation ("HHAC")
NYS Dept of Social Services
State of New York
Dormitory Authority of the State of New York
NYS Office of Temporary and Disability Assistance

New York State Office of Children and Family Services ("OCFS")

New York State Office of Children and Family Services ("OCFS")
State of New York
Dormitory Authority of the State of New York

New York State Office of Parks, Recreation and Historic Preservation

The New York State Office of Parks, Recreation and Historic Preservation
State of New York
Dormitory Authority of the State of New York

New York State Office of Temporary and Disability Assistance

NYS Office of Temporary and Disability Assistance
State of New York
Dormitory Authority of the State of New York

New York State Urban Development Corporation DBA Empire State Development

NYS Urban Development Corporation DBA Empire State Development
State of New York
Dormitory Authority of the State of New York

Office for People with Developmental Disabilities (OPWDD)

Office for People with Developmental Disabilities (OPWDD)
State of New York
Dormitory Authority of the State of New York

Office of Alcoholism and Substance Abuse Services (OASAS)

Office of Alcoholism and Substance Abuse Services (OASAS)
State of New York
Dormitory Authority of the State of New York

Office of Mental Health (OMH)

Office of Mental Health (OMH)
Dormitory Authority of the State of New York
State of New York

Roswell Park Cancer Institute Corporation

Roswell Park Cancer Institute Corporation
State University of New York
Hauptman-Woodward Medical Research Institute Inc.
NYS Urban Development Corporation DBA Empire State Development
Dormitory Authority of the State of New York
State of New York

Special Acts School District (SASD) - Contract Specific

Dormitory Authority of the State of New York
State of New York

State University of New York

State University of New York
State of New York
State University Construction Fund
Dormitory Authority of the State of New York

State University of New York at Fashion Institute of Technology (FIT)

SUNY Fashion Institute of Technology
City of New York their officers, employees and agents
NYC Department of Education
NYC School Construction Authority
Board of Education of the City School District of the city of NY DBA NYC Department of Education
State of New York
State University of New York
Dormitory Authority of the State of New York

State University of New York at Stony Brook

State University of New York at Stony Brook and their agents, officers and employees
State of New York
State University of New York
Dormitory Authority of the State of New York

Ulster Community College

Ulster Community College
County of Ulster
State University of New York
State of New York
Dormitory Authority of the State of New York

Westchester Raise the Age Facility (RTA)

County of Westchester
New York State Office of Children and Family Services
State of New York
Dormitory Authority of the State of New York



Job Order Contracting (JOC)

(Contractor Name)

Region No. -- – (Trade)

Contract No: ----- Project No: 1000509999 - CR No: --

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DORMITORY AUTHORITY STATE OF NEW YORK
WE FINANCE, DESIGN & BUILD
NEW YORK'S FUTURE.
www.dasny.org

Agreement

Job Order Contract No. --
Region No. -- – (Trade) – (Contractor name)

A Contract, dated as of the _____, by and between the Dormitory Authority of the State of New York ("DASNY" or the "Owner"), a body corporate and politic of the State of New York, constituting a public benefit corporation created pursuant to Title 4 of Article 8 of the Public Authorities Law of the State of New York, as amended and having its principal office and place of business at 515 Broadway, Albany, New York, 12207-2964 (the "**DASNY**"), and _____, a **business corporation** organized and existing under the laws of the State of New York, hereinafter referred to as the **(Trade)** Contractor for the Work at various locations within **Region No. --** as defined in the Form of Bid.

WITNESSETH: That the OWNER and the Contractor for the consideration named agree as follows:

1. The Contractor shall Provide and shall perform all Work of every kind and nature whatsoever required and all other things necessary to complete in a proper and workmanlike manner the work of **Job Order Contract No. ----- Region No. – (Trade) CR No. --** in strict accordance with the Contract Documents as defined in the General Conditions and shall perform all other obligations imposed on such Contractor by the Contract.
2. The Contractor agrees to Provide the Work of the Contract Documents and perform the tasks required by each individual Job Order issued pursuant to this Contract, which sum shall be deemed to be in full consideration for the performance by the Contractor of all the duties and obligations of such Contractor under the Contract using the following Adjustment Factors:

Non-PLA Work

- a. **Normal Working Hours:** Contractor shall perform tasks during normal working hours for the unit price set forth in the Construction Task Catalog (CTC) multiplied by the adjustment factor of:

0.0000

- b. **Other than Normal Working Hours:** Contractor shall perform tasks during evening or night shift Monday to Friday hours for the unit price set forth in the Construction Task Catalog (CTC) multiplied by the adjustment factor of:

0.0000

All Work

- c. **Non Pre-Priced Work:** Contractor shall perform tasks during day shift Saturday or Sunday hours for the unit price set forth in the Construction Task Catalog (CTC) multiplied by the adjustment factor of:

0.0000

PLA Work

- d. **Day Shift, Monday to Friday (as defined by the PLA):** Contractor shall perform tasks during normal working hours for the unit price set forth in the Construction Task Catalog (CTC) multiplied by the adjustment factor of:

0.0000

- e. 2nd Evening or 3rd Night Shift Monday to Friday Hours (as defined by the PLA): Contractor shall perform tasks during evening or night shift Monday to Friday hours for the unit price set forth in the Construction Task Catalog (CTC) multiplied by the adjustment factor of:

0.0000

- f. Day Shift Saturday or Sunday (as defined by the PLA): Contractor shall perform tasks during day shift Saturday or Sunday hours for the unit price set forth in the Construction Task Catalog (CTC) multiplied by the adjustment factor of:

0.0000

- g. 2nd Evening or 3rd Night Shift Saturday or Sunday (as defined by the PLA): Contractor shall perform tasks during evening or night shift Saturday or Sunday hours for the unit price set forth in the Construction Task Catalog (CTC) multiplied by the adjustment factor of:

0.0000

- h. Holidays (as defined by the PLA): Contractor shall perform tasks during Holiday hours for the unit price set forth in the Construction Task Catalog (CTC) multiplied by the adjustment factor of:

0.0000

3. The Minimum Contract Value will be \$0.00. The Contractor is guaranteed to receive Job Orders totaling at least \$0.00 issued during the contract period. Funds will be obligated for the contract as Job Orders are issued.

The Estimated Annual Contract Volume is _____
Per Contract Year. During the contract period, the Contractor may receive Job Orders that surpass the Estimated Annual Contract Volume. However, the Contractor is not guaranteed to receive this volume of Work. The Owner has no obligation to issue Job Orders in excess of the Minimum Contract Value.

4. The term of the Contract is one (1) year from the effective date of this Contract.

Option Period: Both the Owner and the Contractor must mutually agree to extend the Contract for an option period. The Contract includes three (3) Option Periods, and each term of the Option Period is one (1) year.

5. The Contractor shall commence and complete the work of each Job Order at the times specified in the Job Orders issued by the Owner and shall achieve Substantial Completion at the time specified in the Job Orders. The Contractor shall pay liquidated damages to the OWNER, as and if specified by the Owner for each Job Order for each and every day the Contractor fails to achieve Substantial Completion of the Work.

Signatures

Agreement May Be Signed in Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The effective date of this Contract shall be the date upon which this agreement is duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first written above.

Dormitory Authority of the State of New York
515 Broadway
Albany, NY 12207-2964

By: _____

Title: _____

Date: _____

(Contractor name)
Address line 1
Address line 2

By: _____
(Authorized Officer/Signatory)

Title: _____

Date: _____

If a **corporation**, signer must be President, Vice-President or other authorized officer.

If a **Limited Liability Company (LLC)**, signer must be a member or manager.

If a **Limited Liability Partnership (LLP)**, signer must be a partner.

If a **Limited Partnership**, signer must be a partner.

If a **general partnership**, signer must be a partner.

If a **sole proprietorship**, signer must be the owner.

NEW YORK STATE ACKNOWLEDGEMENT – DASNY

State of New York)

) SS

County of Albany)

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

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature of Notary

NEW YORK STATE ACKNOWLEDGEMENT – Contractor/Consultant

State of _____)

) SS

County of _____)

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

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature of Notary

Iran Divestment Certification

1. By signing this certification and by signing Contract No. _____, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid 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.
2. Contract means the contract between the Dormitory Authority of the State of New York ("DASNY") and _____ ("Contractor") for the Job Order Contract No. _____ Region No. ____ (Trade) CR ____.
3. This certification is part of Contract No. _____ and is subscribed by and affirmed by the person entering into Contract No. _____ as true under the penalties of perjury.

(Contractor name)

By: _____

Print Name: _____

Title: _____



Job Order Contracting (JOC)

(Contractor Name)

Region No. -- – (Trade)

Contract No: ----- Project No: 1000509999 - CR No: --

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Agreement

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Region No. -- – (Trade) – (Contractor name)

A Contract, dated as of the _____, by and between the Dormitory Authority of the State of New York (“DASNY” or the “Owner”), a body corporate and politic of the State of New York, constituting a public benefit corporation created pursuant to Title 4 of Article 8 of the Public Authorities Law of the State of New York, as amended and having its principal office and place of business at 515 Broadway, Albany, New York, 12207-2964 (the “DASNY”), and _____, a **business corporation** organized and existing under the laws of the State of New York, hereinafter referred to as the **(Trade)** Contractor for the Work at various locations within **Region No. --** as defined in the Form of Bid.

WITNESSETH: That the OWNER and the Contractor for the consideration named agree as follows:

1. The Contractor shall Provide and shall perform all Work of every kind and nature whatsoever required and all other things necessary to complete in a proper and workmanlike manner the work of **Job Order Contract No. ----- Region No. – (Trade) CR No. --** in strict accordance with the Contract Documents as defined in the General Conditions and shall perform all other obligations imposed on such Contractor by the Contract.
2. The Contractor agrees to Provide the Work of the Contract Documents and perform the tasks required by each individual Job Order issued pursuant to this Contract, which sum shall be deemed to be in full consideration for the performance by the Contractor of all the duties and obligations of such Contractor under the Contract using the following Adjustment Factors:
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 - b. Other than Normal Working Hours: Contractor shall perform tasks during evening or night shift Monday to Friday hours for the unit price set forth in the Construction Task Catalog (CTC) multiplied by the adjustment factor of:
0.0000
 - c. Non Pre-Priced Work: Contractor shall perform Non Pre-Priced Work multiplied by the adjustment factor of:
0.0000
3. The Minimum Contract Value will be \$0.00. The Contractor is guaranteed to receive Job Orders totaling at least \$0.00 issued during the contract period. Funds will be obligated for the contract as Job Orders are issued.

The Estimated Annual Contract Volume is _____
Per Contract Year. During the contract period, the Contractor may receive Job Orders that surpass the Estimated Annual Contract Volume. However, the Contractor is not guaranteed to receive this volume of Work. The Owner has no obligation to issue Job Orders in excess of the Minimum Contract Value.

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SAMPLE

Signatures

Agreement May Be Signed in Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The effective date of this Contract shall be the date upon which this agreement is duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first written above.

Dormitory Authority of the State of New York
515 Broadway
Albany, NY 12207-2964

By: _____

Title: _____

Date: _____

(Contractor name)
Address Line 1
Address Line 2

By: _____
(Authorized Officer/Signatory)

Title: _____

Date: _____

If a **corporation**, signer must be President, Vice-President or other authorized officer.
If a **Limited Liability Company (LLC)**, signer must be a member or manager.
If a **Limited Liability Partnership (LLP)**, signer must be a partner.
If a **Limited Partnership**, signer must be a partner.
If a **general partnership**, signer must be a partner.
If a **sole proprietorship**, signer must be the owner.

NEW YORK STATE ACKNOWLEDGEMENT – DASNY

State of New York)

) SS

County of Albany)

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

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature of Notary

NEW YORK STATE ACKNOWLEDGEMENT – Contractor/Consultant

State of _____)

) SS

County of _____)

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

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature of Notary

Iran Divestment Certification

1. By signing this certification and by signing Contract No. _____, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid 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.
2. Contract means the contract between the Dormitory Authority of the State of New York ("DASNY") and _____ ("Contractor") for the Job Order Contract No. _____ Region No. __ (Trade) CR __.
3. This certification is part of Contract No. _____ and is subscribed by and affirmed by the person entering into Contract No. _____ as true under the penalties of perjury.

(Contractor name)

By: _____

Print Name: _____

Title: _____

PAYMENT BOND-JOC

KNOW ALL PERSONS BY THESE PRESENTS, that we:

_____ as Principal,
(Legal title of the Contractor)

(Street, City, State, Zip Code)

and _____ as Surety,
(Legal title of the Surety)

(Street, City, State, Zip Code)

are held and firmly bound unto the Dormitory Authority of the State of New York, 515 Broadway, Albany, New York 12207, as Obligee, hereinafter called the Owner, in the amount of :

_____ and _____/100 Dollars
(Written Dollar Amount)

(\$ _____)
(Figure Dollar Amount)

WHEREAS, CONTRACTOR has by written agreement dated _____

Entered into a Contract with Owner for Job Order Contracting: _____

Job Order, Supplemental Job Order or Change Order Number: _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Job Order, Supplemental Job Order or Change Order Order (hereinafter "Job Order"), then this obligation shall be void; otherwise such obligation shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Job Order, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Job Order.
- B. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Payment Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

PAYMENT BOND-JOC

1. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal above named, within one hundred twenty (120) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where the Principal maintains an office or regularly conducts the Principal's business, or at Principal's residence or served on Principal in any manner in which legal process may be served in the State of New York.
 2. Except as provided in section 220-g of the New York State Labor Law, after the expiration of one (1) year following the date on which the public improvement has been Completed and Accepted by the Owner; however, if any limitation embodied in this Payment Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 3. Other than in a New York State court of competent jurisdiction in and for the county in which the Job Order, or any part thereof, was to be performed, or in the United States District Court for the district in which the project, or any part thereof, was to be performed, and not elsewhere.
- D. The penal sum of this Payment Bond is in addition to any other bond furnished by the Contractor and in no way shall be impaired or affected by any other bond.
- E. The amount of this Payment Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this _____ day of _____ 20 _____

IN THE PRESENCE OF:

(Principal)

(Signature)

(Title)

(Street Address)

(City, State, Zip Code)

(Phone Number & FAX Number)

(Email Address)

(Surety)

(Signature)

(Title)

(Street Address)

(City, State, Zip Code)

(Phone Number & FAX Number)

(Email Address)

PAYMENT BOND-JOC

ACKNOWLEDGEMENT OF CONTRACTOR EXECUTING PAYMENT BOND
IF A CORPORATION

STATE OF _____

COUNTY OF _____

On the ____ day of _____ in the year _____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides at:

(street, city, state, zip code)

that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR EXECUTING PAYMENT BOND
IF A PARTNERSHIP, LIMITED LIABILITY COMPANY OR INDIVIDUAL

STATE OF _____

COUNTY OF _____

On the ____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF _____

COUNTY OF _____

On the ____ day of _____ in the year _____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides at:

(street, city, state, zip code)

that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

Notary Public

SAMPLE

PERFORMANCE BOND – JOC

KNOW ALL PERSONS BY THESE PRESENTS, that we:

_____ as Principal,
(Legal title of the Contractor)

(Street, City, State, Zip Code)

and _____ as Surety,
(Legal title of the Surety)

(Street, City, State, Zip Code)

are held and firmly bound unto the Dormitory Authority of the State of New York, 515 Broadway, Albany, New York 12207, as Oblige, hereinafter called the Owner, in the amount of:

_____ and _____/100 Dollars
(Written Dollar Amount)

(\$ _____)
(Figure Dollar Amount)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____
Entered into a Contract with Owner for Job Order Contracting:

Contract Number: _____

Job Order or Supplemental Job Order Number: _____

in accordance with the Contract Documents and any changes thereto, which are made a part hereof, and are hereinafter referred to as the Contract.

- A. If the Contractor well and fully performs the Job Order or Supplemental Job Order (hereinafter “Job Order”), the Surety and the Contractor shall have no obligation under this Performance Bond, except to participate in conferences, if any, in connection with Owner’s consideration of its exercise of its powers as provided in paragraph B1.
- B. If there is no Owner Default, the Surety's obligation under this Performance Bond shall arise after:
1. The Owner has notified the Contractor and Surety that the Owner is considering declaring a Contractor Default; and
 2. The Owner has declared a Contractor Default.
- C. When the Owner has satisfied the conditions of paragraph B, the Surety shall, at the Owner’s option, and at the Surety's expense take one the following actions within twenty (20) days after written notice is sent by the Owner to the Surety declaring a Contractor Default:

PERFORMANCE BOND – JOC

1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Job Order.
 2. Undertake to perform and complete the Job Order itself, through its agents or through independent contractors.
 3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Job Order, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Payment Bond and Performance Bond issued on the Job Order, with a contract price between the Owner and contractor equal to the Balance of the Job Order Price, and pay to the Owner the amount of damages as described in paragraph E in excess of the Balance of the Job Order incurred by the Owner resulting from the Contractor Default.
 4. Tender to the Owner the amount of this Performance Bond.
- D. If the Surety does not proceed within the time prescribed in paragraph C , the Surety shall be deemed to be in default on this Performance Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.
- E. After the Owner has declared a Contractor Default, and when the Surety acts under paragraph C1, C2, or C3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Job Order, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Job Order. When the Surety acts under paragraph C1, C2 or C3 above, the Owner will agree to pay the Balance of the Job Order Price to the Surety in accordance with and subject to the terms of the Contract or to a contractor selected to perform and complete the Job Order in accordance with and subject to the terms of the contract between the Owner and contractor. When the Surety acts under paragraph C1 or C2 above, the Surety's obligation to perform and complete the Job Order is not limited by the amount of this Performance Bond and the Balance of the Job Order Price. When the Surety acts under paragraph C1, C2 or C3 above or fails to act under paragraph C, the Surety, in addition to its other obligations, is obligated without duplication for:
1. Additional legal, Design Professional, Consultant and delay costs resulting from the Contractor Default, or resulting from the actions or failure to act of the Surety under paragraph C.
 2. Liquidated damages, or if no liquidated damages are specified in the Job Order, actual damages for loss of beneficial use of the Work caused by delayed performance or non-performance of the Contractor.
- F. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Job Order, and the Balance of the Job Order Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Performance Bond to any person or entity other than the Owner or its successors or assigns.
- G. This Performance Bond and the Surety's obligations shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the Contract, Job Order or the Work to be performed thereunder, or by the payment thereunder before the time required therein, or by any waiver of any provision or condition precedent or subsequent thereof, or by settlement or compromise of any claim or dispute related there to, or by assignment, subcontract or other transfer of the Work or any part thereof, or of any monies due or to become due thereunder; and the Surety hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers.

PERFORMANCE BOND – JOC

- H. Any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to the Surety as though done or omitted to be done by or in relation to the Principal.
- I. The obligations of the Surety under this Performance Bond shall be in no way impaired or affected by any winding up, insolvency, bankruptcy, or reorganization of the Principal or by any other rearrangement of the Principal for the benefit of creditors.
- J. The Owner's acceptance of this Performance Bond shall in no way, for any purpose, limit or be claimed to limit the liability of the Principal under the Contract and Job Order, but such liability shall remain in all respects to the same extent as is provided for in the Contract and Job Order.
- K. Notice to the Surety and the Contractor shall be mailed or delivered to the address shown on the signature page. Notice to the Owner shall be mailed or delivered to the address shown in the preamble.
- L. Definitions:
 - 1. **Balance of the Job Order Price** - The total amount payable by the Owner to the Contractor under the Job Order or Supplemental Job Order after all proper adjustments (increases and reductions) allowed by the Contract have been made, including, but not limited to, allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract and Job Order.
 - 2. **Contract** - The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents as defined in the General Conditions of the Contract and all changes, modifications, amendments, additions, and alterations thereto after the date of this Performance Bond.
 - 3. **Contractor Default** - Failure of the Contractor, which has neither been remedied nor waived, to perform the Job Order or otherwise to comply with the terms of the Contract and Job Order.
 - 4. **Owner Default** - Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract and Job Order or to perform and complete or comply with the other material terms thereof.
- M. The penal sum of this Performance Bond is in addition to any other bond furnished by the Contractor and in no way shall be impaired or affected by any other bond.
- N. Any suit under this Performance Bond must be instituted before the expiration of two (2) years from the date on which Final Payment is made under this Contract for the Work of the Job Order.

[Remainder of this Page Intentionally Left Blank – Signature Page to Follow]

PERFORMANCE BOND – JOC

Signed as of this ____ day of _____ 20 ____

IN THE PRESENCE OF:

(Principal)

(Surety)

(Signature)

(Signature)

(Title)

(Title)

(Address)

(Address)

(City, State, Zip Code)

(City, State, Zip Code)

(Phone Number & FAX Number)

(Phone Number & FAX Number)

(Email Address)

(Email Address)

ACKNOWLEDGEMENT OF CONTRACTOR EXECUTING PERFORMANCE BOND
IF A CORPORATION

STATE OF _____

COUNTY OF _____

On the ____ day of _____ in the year _____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides at: _____
(street, city, state, zip code)
that he/she is the _____ of _____,
the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR EXECUTING PERFORMANCE BOND
IF A PARTNERSHIP, LIMITED LIABILITY COMPANY OR INDIVIDUAL

STATE OF _____

COUNTY OF _____

On the ____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF _____

COUNTY OF _____

On the ____ day of _____ in the year _____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides at: _____
(street, city, state, zip code)
that he/she is the _____ of _____,
the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

Notary Public