

**NEW YORK STATE THRUWAY AUTHORITY
DEPARTMENT OF ENGINEERING**

**ALBANY, NY
OCTOBER 27, 2026**

**AMENDMENT NO. 1
TO**

**CONTRACT TANY 26-32
D215126
INSTALLATION OF PAVEMENT MARKINGS
AT VARIOUS LOCATIONS
IN THE NEW YORK DIVISION
OF THE NEW YORK STATE THRUWAY
IN ULSTER, ORANGE, ROCKLAND AND
BRONX COUNTIES**

**IN THE LETTING OF
NOVEMBER 4, 2026**

NOTE: This amendment shall be attached to and become a part of the Proposal for Contract TANY 26-32.

NOTICE

For Electronic Bidders, the Project's amended EBSX file will automatically account for any necessary item changes (deletions, changes in quantities, or additions) that this Amendment may describe as being required regarding the project's estimated cost. Instructions to make physical changes to the Project Proposal's bid sheets are intended for "paper" Bidders who choose to submit bids via paper.

ELECTRONIC BID FILE IN BIDX

1. The previous electronic bid bonding feature in BidX has been removed. Prospective bidders shall continue to acknowledge certifications and attach the required bid forms in BidX as was previously allowed.

PROPOSAL

2. **DELETE** page **7** and replace with the attached page **7-A1**. The Pavement Marking Table (Mainline & Connectors) has been updated. The previous location of I-87 from Milepost (MP) 0.00 to MP 11.30 has been removed and replaced with a new location on I-87/I-287 from MP 18.10 to MP 29.40. Please note that despite the physical MP limit changes, the quantities have remained the same. Therefore, the overall net project bid quantities will also remain the same.

3. **DELETE** pages **97** through **99** of the Agreement and replace with the attached pages **97-A1** through **99-A1**. In **ARTICLE 17. SUBCONTRACTING** of the Agreement, a new paragraph has been added. The new second paragraph now reads: “Contractor shall be responsible for obtaining and timely submitting, or causing to be submitted, all documentation and information required by the Authority concerning any proposed subcontractors. The Authority may withhold award of the Contract or approval of any subcontractor until all such requirements have been satisfactorily fulfilled.”. The remainder of Article 17 is carried into the next page (98-A1), but nothing else in Article 17 has been changed. Similarly, the last sentence of the second paragraph of Article 18 entry B. carries over into the next page (99-A1), but otherwise, Article 18 remains unchanged.

The Bidder **MUST** complete Page **143** of the Proposal acknowledging receipt of this amendment. If the Bidder fails to complete the “Amendment Acknowledgement” sheet, his bid could be declared informal thereby delaying award of the contract.

PLEASE BE GOVERNED ACCORDINGLY WHEN SUBMITTING BIDS.

Brent E. Howard, P.E.
Chief Engineer

PAVEMENT MARKING TABLE (MAINLINE & CONNECTORS)					
LOCATION	MILEPOST	DIRECTION	ACTION	ITEM NO.	
				685.1707--25 WHITE HIGHLY REFLECTORIZED TRIPLE DROP EPOXY PAVEMENT STRIPES 6" x 20 MILS (LF)	685.1708--25 YELLOW HIGHLY REFLECTORIZED TRIPLE DROP EPOXY PAVEMENT STRIPES 6" x 20 MILS (LF)
I-87 MAINLINE THRUWAY	18.10 TO 29.40	NB & SB	APPLY EPOXY PAINT WITH TRIPLE DROP SYSTEM OVER EXISTING PAVEMENT MARKINGS †	187,945	125,295
I-87 MAINLINE THRUWAY	29.40 TO 46.00	NB & SB	APPLY EPOXY PAINT WITH TRIPLE DROP SYSTEM OVER EXISTING PAVEMENT MARKINGS †	273,325	184,070
I-87 MAINLINE THRUWAY	68.00 TO 72.50	NB & SB	APPLY EPOXY PAINT WITH TRIPLE DROP SYSTEM OVER EXISTING PAVEMENT MARKINGS †	62,370	49,900
GARDEN STATE PARKWAY CONNECTOR	GSP0.00 TO GSP2.40	NB & SB	APPLY EPOXY PAINT WITH TRIPLE DROP SYSTEM OVER EXISTING PAVEMENT MARKINGS †	39,920	26,615

† RECESS DIAMOND GRINDING IS NOT REQUIRED

			
TANY 26-32 / D215126			
TITLE: PAVEMENT MARKING TABLE (MAINLINE & CONNECTORS)			
DRWN BY: JCM	DATE: 06/2026	SCALE: N.T.S.	DWG. NO. PMT-1
CHKD BY: JA			

includes the Authority's right to terminate this Agreement at any time in the event the Authority finds that Contractor is non-responsible or has failed to accurately disclose vendor responsibility information.

ARTICLE 16. WRITTEN NOTICES.

All notices permitted or required hereunder shall be in writing and transmitted by either:

- a. certified or registered United States mail, return receipt requested;
- b. facsimile transmission;
- c. personal delivery;
- d. expedited delivery service; or
- e. e-mail.

Such notices shall be addressed to the individuals or titles named in the contract documents, or which are designated by the Contractor or the Authority at the pre-construction meeting, or which are designated by the Authority or the Contractor from time to time during the course of the Contract pursuant to the requirements herein.

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify a new or different address in the United States as their address for the purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

ARTICLE 17. SUBCONTRACTING.

Contractor agrees not to subcontract any of its services without the prior written approval of the Authority.

Contractor shall be responsible for obtaining and timely submitting, or causing to be submitted, all documentation and information required by the Authority concerning any proposed subcontractor. The Authority may withhold award of the Contract or approval of any subcontractor until all such requirements have been satisfactorily fulfilled.

Contractor retains ultimate responsibility for all services performed under the Agreement and shall pay any subcontractors promptly for work performed under this Agreement. Contractor shall be fully responsible to the Authority for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, just as Contractor is fully responsible to the Authority for the acts and omissions of persons directly employed by Contractor.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this Agreement including, but not limited to, the body of this Agreement, Appendix A – Standard Clauses for New York State Thruway Authority Contracts, and the Contract Documents. Unless expressly waived in writing by the Authority, all subcontracts between the Contractor and its subcontractors shall expressly

name the Authority, as the sole intended third party beneficiary of such subcontract. The Authority reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the Authority a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the Authority. The Authority shall have the right to withdraw its consent to a subcontractor if, at the sole discretion of the Authority, it appears that the subcontract will delay, prevent, or otherwise impair Contractor's performance of services under this Agreement. Upon request, Contractor shall furnish to the Authority copies of all Contracts between Contractor and its subcontractors used to perform services for this Agreement.

The Authority reserves the right, at any time during the term of the Agreement, to verify that the written subcontract between Contractor and its subcontractors is in compliance with all of the provisions of this Article 17 and any subcontract provisions contained in this Agreement.

Contractor shall give the Authority immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under the Agreement. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the Agreement.

If at any time during performance under this Agreement total compensation to a subcontractor exceeds or is expected to exceed \$100,000, said subcontractor shall be required to electronically submit and certify a new Vendor Responsibility Questionnaire directly to the Office of the New York State Comptroller, or submit and certify all necessary updated information thereof.

Nothing contained in this Agreement shall create any contractual relationship between a subcontractor and the Authority.

ARTICLE 18. CONFIDENTIALITY AND NON-DISCLOSURE.

- A. "Confidential Information" means any information not generally known to the public, or that the Authority claims is confidential, whether oral, written, or electronic, that the Authority discloses, directly or indirectly, through any means of communication, to Contractor. Confidential Information includes, but is not limited to, operational and infrastructure information relating to: bid documents, plans, drawings, specifications, reports, product information and data; business and security processes and procedures; personnel and organizational data; financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the Authority deems confidential.
- B. Confidential Information does not include information which, at the time of the Authority's disclosure to Contractor: (1) is already in the public domain or becomes publicly known through no act of Contractor; or (2) is already known by Contractor free of any confidentiality obligations.

If Contractor wants to disclose Confidential Information, it shall notify the Authority and specify the Confidential Information it wants to disclose. Contractor may only disclose such Confidential Information if the Authority approves such disclosure in writing, subject to such other terms and conditions as the Authority may require. Such approval, if given,

shall only apply to the particular request and the specific Confidential Information for which it is given.

If Contractor is required to disclose or make available, directly or indirectly, Confidential Information pursuant to statute, court or administrative order, subpoena, contractual obligation, or otherwise by law, Contractor shall: (1) notify the Authority that it has received such legal demand as soon as practicable, but in all events prior to any disclosure; (2) permit the Authority to take the steps it deems necessary and appropriate to protect the Confidential Information from disclosure; (3) cooperate to the fullest extent possible under the law with the Authority's efforts to protect the Confidential Information from disclosure; and (4) disclose only such Confidential Information, and only such portions thereof, as is required to satisfy the legal demand, and limit any such disclosure of Confidential Information to the fullest extent permissible under the law.

- C. Contractor may use Confidential Information solely for the purposes of providing services to the Authority pursuant to this Agreement. Contractor may make copies of Confidential Information but only to the extent necessary for the disclosures and uses permitted by this Agreement. Contractor will make commercially reasonable efforts to ensure that any copy of Confidential Information that is made is marked to show that it is or contains Confidential Information. Contractor may share Confidential Information with third parties: (i) that are required for Contractor's provision of services to the Authority pursuant to this Agreement (e.g., Contractors and subcontractors); and (ii) that agree in writing to be bound by the confidentiality provisions of this Agreement; however, Contractor may share only that Confidential Information that is necessary to the third party's contribution to Contractor's provision of services to the Authority pursuant to this Agreement and Contractor must first obtain the Authority's prior written consent.

The Authority's disclosure of Confidential Information to Contractor shall not convey to Contractor any right, title, or interest in or to such Confidential Information, and this Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Authority shall retain all right, title, and interest in and to all such Confidential Information at all times.

- D. Contractor shall hold Confidential Information confidential to the maximum extent permitted by law. Contractor shall safeguard Confidential Information with at least the same level of care and security that Contractor uses to maintain and protect from disclosure its own confidential information, using all reasonable and necessary security measures, devices, and procedures that Contractor uses to maintain its own confidential information, but in all events with not less than reasonable care.

Contractor shall take reasonable steps to prevent unauthorized access to, use of, or disclosure of Confidential Information, including without limitation, by protecting its passwords and other log-in information. Contractor shall notify the Authority immediately of any known or suspected misuse or misappropriation of Confidential Information and shall use its best efforts to stop said misuse or misappropriation.

- E. Upon written request of the Authority, or upon expiration or termination of this Agreement, Contractor shall return all Confidential Information to the Authority, or certify in writing that it has been destroyed and no copies exist.
- F. Contractor agrees that breach of this Article 18 would cause the Authority irreparable