

# **FASHION INSTITUTE OF TECHNOLOGY**

## **REQUEST FOR PROPOSAL (RFP) NOTICE TO CONTRACTORS**

### **GOODMAN LIBRARY - SPECIAL COLLECTIONS – CLEANING AND RESTORATION SERVICES RFP#C1675**

For the purposes of this project (the “Project”) the Fashion Institute of Technology and its auxiliary dormitory organization, the F.I.T. Student Housing Corporation, shall hereinafter be collectively referred to as “FIT” unless otherwise distinguished herein. Neither the Fashion Institute of Technology nor F.I.T. Student Housing Corporation will be responsible for receipt of any Bid which does not comply with the instructions as set forth further in this document.

FIT is **ONLY** accepting electronic scanned bids for the subject project. You must email your bid to [purchasingbids@fitnyc.edu](mailto:purchasingbids@fitnyc.edu) in PDF format and it should include all the requested documents (See Attachment A – Bid Checklist).

Bids must be received by 12:00PM on or before *Monday, June 23, 2025*.

Bid results are not official until each package has been fully reviewed.

**ATTACHMENT A**  
**BID CHECKLIST**  
**FASHION INSTITUTE OF TECHNOLOGY**  
**GOODMAN LIBRARY - SPECIAL COLLECTIONS –**  
**CLEANING AND RESTORATION SERVICES**  
**RFP#C1675**

**Bidder shall meet the following requirements and submit necessary information with the Bid.**  
**Failure to comply with these requirements shall be grounds for rejection of your Bid. Include this**  
**Bid Checklist with your bid submission.**

- ☐ Did you attend the **mandatory** site inspection?
- ☐ Did you include all required documentation? (As per Bidder Requirements – i.e. proof of being in business, permits, licenses, certifications, etc.)
- ☐ Did you complete in full the Proposal Analysis Sheet? (See Exhibit A)
- ☐ Did you sign for each Addendum to this project, *if any were published*? (It is the contractor's responsibility to check FIT's "Current Bid Opportunities" webpage for addendums prior to submitting their bid.)  
<https://www.fitnyc.edu/about/administration/finance/purchasing/current-bids.php>
- ☐ Did you complete the Contractor Reference Sheet? (See Attachment B)
- ☐ All contractors must comply with New York State Labor Law Section 220-I and submit their NYS DOL Certificate of Contractor Registration with their bid. Did you include the certificate with your bid?
- ☐ Did you include documentation of financial viability, including balance sheets and profit and loss statement for the prior two (2) years?
- ☐ Can you provide the required levels of insurance coverage?

**ATTACHMENT B**  
**CONTRACTOR REFERENCE SHEET**  
**FASHION INSTITUTE OF TECHNOLOGY**  
**GOODMAN LIBRARY - SPECIAL COLLECTIONS –**  
**CLEANING AND RESTORATION SERVICES**  
**RFP#C1675**

FIT requests a minimum of three references for **completed** projects of similar size and scope. Please complete the following information for each reference: (Do not list FIT as your projects of similar size and scope.)

- 1) Contact Name/Title: \_\_\_\_\_  
Company Name/Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Cost: \_\_\_\_\_  
Project Start/End Date: \_\_\_\_\_  
For FIT Use Only – Reference Responses  
Quality of Work: \_\_\_\_\_ Site Maintenance: \_\_\_\_\_  
Scheduling: \_\_\_\_\_ Cooperation: \_\_\_\_\_ Safety Standards: \_\_\_\_\_  
Permits: \_\_\_\_\_ Report Submittals: \_\_\_\_\_ Payments: \_\_\_\_\_  
Other Relevant Factors: \_\_\_\_\_  
Overall Performance Rating: Excellent\_\_\_ Satisfactory\_\_\_ Marginal\_\_\_ Unsatisfactory\_\_\_
- 2) Contact Name/Title: \_\_\_\_\_  
Company Name/Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Cost: \_\_\_\_\_  
Project Start/End Date: \_\_\_\_\_  
For FIT Use Only – Reference Responses  
Quality of Work: \_\_\_\_\_ Site Maintenance: \_\_\_\_\_  
Scheduling: \_\_\_\_\_ Cooperation: \_\_\_\_\_ Safety Standards: \_\_\_\_\_  
Permits: \_\_\_\_\_ Report Submittals: \_\_\_\_\_ Payments: \_\_\_\_\_  
Other Relevant Factors: \_\_\_\_\_  
Overall Performance Rating: Excellent\_\_\_ Satisfactory\_\_\_ Marginal\_\_\_ Unsatisfactory\_\_\_
- 3) Contact Name/Title: \_\_\_\_\_  
Company Name/Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Cost: \_\_\_\_\_  
Project Start/End Date: \_\_\_\_\_  
For FIT Use Only – Reference Responses  
Quality of Work: \_\_\_\_\_ Site Maintenance: \_\_\_\_\_  
Scheduling: \_\_\_\_\_ Cooperation: \_\_\_\_\_ Safety Standards: \_\_\_\_\_  
Permits: \_\_\_\_\_ Report Submittals: \_\_\_\_\_ Payments: \_\_\_\_\_  
Other Relevant Factors: \_\_\_\_\_  
Overall Performance Rating: Excellent\_\_\_ Satisfactory\_\_\_ Marginal\_\_\_ Unsatisfactory\_\_\_  
**FIT** Interviewer: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FASHION INSTITUTE OF TECHNOLOGY**  
**REQUEST FOR PROPOSAL (RFP)**  
**GOODMAN LIBRARY - SPECIAL COLLECTIONS –**  
**CLEANING AND RESTORATION SERVICES**  
**RFP#C1675**

**SCHEDULE**

RFP Release Date

May 22, 2025

Written questions may be submitted to the Purchasing Office via email: [Purchasingbids@fitnyc.edu](mailto:Purchasingbids@fitnyc.edu).  
Answers will be provided to all Contractors in a timely manner.

**Mandatory** Site-Inspection

Thursday, May 29, 2025, at 10:00 AM

Last day for receipt of written questions

June 9, 2025, by 12:00 PM

Proposal Due Date

June 23, 2025, on or before 12:00 PM

Interview/Presentation

Within 10 days of award

*\*The College reserves the option to select a vendor based on proposals. Presentations may, or may not, be scheduled.*

The Terms as contained in Section V of this RFP together with the Terms and Conditions attached hereto shall be incorporated into a final agreement (the “Contract”) that shall be delivered by FIT to the successful service provider upon award.

**INTRODUCTION**

- A. The Fashion Institute of Technology, a community college of art and design, business and technology of the State University of New York, currently has an enrollment of approximately 10,000 full and part-time students. Located in the Chelsea area of Manhattan, FIT’s facilities are composed of a twelve-building complex containing administrative/academic offices, classrooms, computer labs, and studios. There are three (3) residence halls located on West 27th Street that currently house approximately 1,250 students and one (1) residence hall located at 406 West 31st Street that houses approximately 1,100 students. F.I.T. Student Housing Corporation is a separate, not-for-profit corporation that was established pursuant to the laws of the State of New York to own and operate these residence halls for the benefit of the College and its students. For purposes of this project all references to FIT shall be recognized to refer to the Fashion Institute of Technology (hereafter, “FIT” or the “College”). The successful responsive and responsible bidder (hereinafter “Contractor”) shall be required to enter into a contract with FIT based on the terms and conditions specified herein.

**B. Summary of Project**

Deep and thorough cleaning of identified collections and areas of the FIT Library's Special Collections and College Archive. Archive collection materials include, but are not limited to boxes, books, documents, exposed folders, ledgers, bound volumes, posters, artifacts, and audios visual materials.

All onsite work by the Cleaning and Restoration Contractor (Contractor) shall be overseen by FIT's Third-Party Environmental Consultant.

The Contractor must be able to fulfill the cleaning service with the requirements listed in this document.

- C. Under no circumstances will FIT be liable for any costs incurred by vendor candidates (or "respondent(s)" in preparation and/or production of a proposal or for any work performed prior to the College's written authorization to proceed on Contract.

**I. SCOPE OF WORK**

**Project Set-Up**

All cleaning and restoration services are to be performed onsite at FIT.

Contractor provides all necessary labor, equipment, and supplies necessary to clean the identified collections, shelving, and floor area within Goodman Archive Rooms E435A and E437.

All dirt, dust, and debris to be removed by the cleaning process.

Contractor to set up adequate containment of the archive collection room(s) with proper air scrubbers and HEPA air filtration for the cleaning process.

The Contractor shall cover all HVAC registers as part of the containment of the work area.

The Contractor shall protect the floor area in high traffic areas to maintain a clean floor area.

Contractor shall ensure all areas outside the work area are protected from dust and debris.

**Methodology and Scope of Project**

The Contractor shall remove all materials from each shelf and place them in original order on a book cart or designated table, maintaining the items in the same order throughout the cleaning process.

Shelves and supports will be thoroughly vacuumed and then wiped with either a magnetic or dust grabbing cloth. Shelves will be cleaned with an antimicrobial cleaning agent.

Shelves and supports will never appear wet, regardless of the cleaning method utilized.

**Collections will never be returned to a damp shelf or one that exhibits a visible residue.**

All materials and boxes will be cleaned by means of a HEPA vacuum, unless it is determined that the integrity of the materials will be compromised.

Each item will be surface cleaned utilizing a variable speed HEPA vacuum, magnetic cloth, and/or sponge, as necessary depending on the condition of the material.

The surface areas of the identified collection will be cleaned using a HEPA vacuum and dry-cleaning soot sponges, if appropriate.

Books and bound volumes will be cleaned at the head, tail, fore edge, front and back covers while holding the volume closed. All six exterior sides of the books, boxes, and other library materials will be cleaned.

Archives containing textile samples will be cleaned by HEPA vacuum only. Technicians will gently handle the textile samples and HEPA vacuum all exposed surface areas. **Textile samples will not be removed or separated from their current housing.**

No adhesive labels or tags will be applied directly to any of the collection materials under any circumstances.

Upon completion of the cleaning services, shelving areas will be dried, and the books and contents returned to the shelf in the same order as they originally were stored.

All floors will be dust mopped, HEPA vacuumed and wet mopped with an antimicrobial cleaning agent.

### **Quality Control and Communication**

The Contractor will document (Contractor Daily Logbook) a process for and perform a quality control inspection of the work area and of the cleaning activities that were performed each workday.

At the end of each day, the Contractor will perform a daily inspection of the cleaning that was completed and inform the FIT library staff of the work progress. Contractor will provide daily status updates by reporting to Library Staff.

Contractor will notify FIT Staff of any/all items determined to require conservation restoration work beyond the scope of this cleaning proposal. These items will be isolated from the rest of the collection in a location determined by the FIT staff. The restoration work for these isolated items will be conducted under a change order or separate request for proposal.

Materials that may require additional offsite cleaning and sterilization will be identified and communicated to the FIT Staff. Further restoration work of identified items may be addressed under a change order or separate request for proposal.

Contractor will notify FIT staff of any damage to items caused by the cleaning process, or if it is determined in advance that the cleaning process will damage the item before cleaning

Upon completion of cleaning services, the cleaning technicians will perform a quality control inspection in the presence of FIT staff and consultants. Materials that may require additional offsite cleaning and sterilization will be identified, tagged, and communicated to the FIT Staff.

Jointly with the FIT Third-Party Environmental Consultant, upon completion of the cleaning services, shelving areas will be dried, and the books and contents returned to the shelf in the same order as they originally were stored.

### **Completion and Follow-Up**

The Contractor will remove or dispose of all uniforms, cleaning equipment, rags, or disposable cleaning objects used during the project work. No equipment or cleaning materials will remain in the library following the completion of the project.

All waste generated shall be removed from the building each day by the Contractor in properly contained bags or containers.

Contractor will report any leaks or water intrusions discovered in the course of the work to the FIT staff.

### **Contractor to include in their bid:**

#### **A. Process Documentation**

- Detailed cleaning procedure that describes the cleaning methods that will be used for different archive items, the minimum being items specified above: boxes, books, documents, exposed folders, ledgers, bound volumes, posters, artifacts, and audios visual materials.
- Procedure for creating specified environmental containment of the area(s) as specified above.
- Air filtration methods.
- Project communication plan.

#### **B. Materials**

- Contractor to include a list of proposed cleaning products with SDS sheets, that will be used on the project. FIT Environmental Health & Safety Compliance Department and FIT Archive Staff will review SDS sheets and proposed cleaning products for compatibility with archive item(s) and surfaces to prevent damage to archive items from the cleaning products and procedures
- Power requirements for contractor equipment.

#### **C. Labor**

- Identify whether labor will be non-union labor, prevailing wage labor (category), or union labor (category).
- Estimated work schedule (days, shift times, number of contractor staff), work hours limited to Monday through Friday 8am-5pm.

#### **D. Experience**

- Respondent must provide a list of clients, for whom they have provided similar services, with special reference to include detailed information for a minimum of three (3) reference providing project description, project budget, contact person, title and phone number.

#### **E. Insurance Requirements**

1. Before commencing work on the FIT campus, Contractor shall procure at its own expense all of the insurance required under this section and shall maintain such insurance until the work of the Contract is completed or as specified.
2. Required insurance shall be procured from companies licensed to do business in the State of New York.
3. Contractor shall submit certificates of insurance required under this section to the FIT Purchasing Department before commencing work on the FIT campus.
4. Types and minimum limits of insurance:
  - a. Workers' compensation insurance as required by New York State Law.
  - b. Employer's liability insurance with a limit of not less than \$500,000.
  - c. Comprehensive general liability with the following minimum limits:
    - \$2,000,000 general aggregate
    - \$1,000,000 per occurrence
    - \$1,000,000 personal injury/advertising injury
    - \$2,000,000 products/completed operations aggregate
    - \$10,000 per person medical payments

Evidence of completed operations coverage shall be provided for a minimum of two (2) years following completion of the work described in this Contract.

Coverage shall include Broad Form Property Damage and Contractual Liability.

The Certificate of Insurance shall evidence the following:

**The Fashion Institute of Technology, its auxiliary corporations, the State University of New York, the New York City Department of Education and the City and State of New York shall be named as Additional Insured's for coverage pursuant to items (a) through (c) above.**

- d. Comprehensive automobile liability insurance including non-owned and hired auto coverage - \$1,000,000 combined single limit



e. Umbrella/excess liability insurance with limits of:

\$2,000,000 per occurrence

\$2,000,000 general aggregate

f. Errors and omissions professional liability coverage with limits of:

\$1,000,000 per occurrence

\$3,000,000 general aggregate

5. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, nor shall coverage be reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to FIT.
6. This Contract shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the life of this Contract for the benefit of its employees who are required to be covered by the provisions of the Workers' Compensation Law.
7. Contractor waives any right of recovery against FIT and additional insured's for any loss or damage covered by any policy of insurance maintained by Contractor in connection with the work of the Contract. Contractor shall obtain from its insurer under any such policy a waiver of all right of recovery by way of subrogation against FIT and additional insured's in connection with any claim of loss or damage covered by such policy.

## **II. REQUIREMENTS**

Bidder shall meet the following requirements and submit necessary information with the Bid. Failure to comply with these requirements shall be grounds for rejection of your Bid. FIT reserves the right to reject bids with incomplete information or bid security, or contain conditions not specified in the Bid Terms and Condition herein, or which are presented on a different form other than that provided to bidders. FIT reserves the right to determine whether a Bidder has substantially met all the Bid requirements and to ask for additional information prior to making such a determination.

- A. Prospective Bidders must attend the **mandatory** Pre-Bid Site Inspection on **May 29, 2025 at 10:00 A.M** at the Fashion Institute of Technology, Goodman Building Lobby, located at the corner of West 27<sup>th</sup> Street (between 7<sup>th</sup> and 8<sup>th</sup> Avenues). We highly encourage the Bidder to invite their sub-contractors as this will be the one and only site visit prior to awarding the project. Failure to attend shall be grounds for rejection of your Bid. Please also bring a business card.

- B.** FIT is **ONLY** accepting electronic scanned bids for the subject project. You must email your bid to [purchasingbids@fitnyc.edu](mailto:purchasingbids@fitnyc.edu) in PDF format and it should include all the requested documents (See Attachment A – Bid Checklist).

Bids must be received by **12:00PM on or before Monday, June 23, 2025.**

- C.** The respondent shall provide a comprehensive and complete proposal with individual sections. Each section shall be tabbed and organized in the sections detailed below. Each section shall contain, at a minimum, the information described below.
- D.** Staff of Contractor must be physically able to work on and safely maneuver any necessary equipment. Contractor must have met all state and city safety requirements and be up to date with all safety standards. Contractor must also be insured and certified as required.
- E.** By submitting a Bid, Bidder agrees that s/he has examined the Contract Documents, visited the site, noted all conditions and limitations affecting the Work, and fully understands the nature of the Work. Bidder is required to inform FIT in writing immediately of any instance where changed conditions are encountered.

### **III. FEE PROPOSAL**

Candidates must provide a flat fee proposal in accordance with the attached Proposal Analysis Sheet. Not to include percentages or negotiated rates.

### **IV. EVALUATION CRITERIA**

- A.** A committee will use the following criteria to evaluate the proposals, which meet the requirements of these specifications.

1. Range of Business Services and Qualifications	35%
2. Similar Experience and References	35%
3. Cost	20%
4. Interview or Oral Presentation (Optional)	10%

- B.** FIT reserves the right to award the contract to the candidate with the highest score on criteria one (1) through three (3) listed above in Section III A., **or** to interview the candidates with the highest score on criteria one (1) through three (3). In the latter case, the College will award the Contract to the respondent with the highest scores on criteria on (1) through four (4).

## **V. CONTRACTOR'S RESPONSIBILITIES**

The Contractor is required to work closely with FIT professionals and FIT staff. The Contractor must be one who can easily accommodate FIT's hard deadlines, adhere to budgets, follow health and safety requirements, and accommodate the many internal regulations of a diverse, urban-based, state college. The ability to follow directives, demonstrate a professional demeanor at all times, and assist with EHS related issues is essential.

### **EHS Plan Requirements to be submitted by Awarded Contractor (Exhibit C)**

The Contractor's EHS Plan should be site specific. This should not only be reflected in the cover page, but in the plan itself in regard to the following items on this list.

- Contact information (cell phone number and email addresses) for appropriate FIT, TDX, and Contractor personnel (including subcontractors).
- Route to nearest 24 hour medical facility (typically a hospital)
- Emergency evacuation / egress routes
- Fire safety procedures
- Injury notification
- Fall protection (if applicable)
- Hazard communication (including Safety Data Sheets for any chemicals)
- Street operations (including pedestrian safety) and deliveries (if applicable)
- Dust control and general housekeeping
- Waste disposal
- Job Hazard Analysis (JHA) describing on a per-task basis: the Hazard associated with that task, corrective measures to be taken and any personal protective equipment (PPE) - for example, hard hats, ear plugs, eye protection, etc.
- Hot work permits (if applicable)
- Noise mitigation (including NYC DEP filing if appropriate)
- Scaffold inspection (including daily sign off form, if applicable)
- Any specific procedure appropriate to the job location
- Statement: "First Offense of Smoking, Alcohol Abuse, Sexual Harassment, Unauthorized Access and Inappropriate Fraternizing will result in permanent ban from job site."
- In addition, daily safety inspection forms shall be submitted to Select Safety.

## **VI. TERMS**

- A. The term of Contract shall be for one (1) year from the date of execution by both parties and shall not be subject to renewal.
- B. The Contract may, however, be terminated at any time after the first thirty (30) days by either party, with thirty (30) days' written notice to the other party.

## **VII. PREPARATION OF THE BIDS**

- A. Bids must be submitted on the forms supplied by FIT in the Bidder's full legal name or the Bidder's full legal name plus a registered assumed name. All blank spaces for bid prices must be filled in, using both words and figures, words to take precedence over figures. Conditional bids shall not be accepted. Bids shall not contain any recapitulation of the Work to be done. Bidder exclusions shall be grounds for bid rejection. Do not modify the bid forms supplied by FIT
- B. Bids that are illegible or that contain omission, alterations, additions or items not called for in the bidding documents may be rejected as not responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Notice to Bidders, Bid Terms and Conditions, and Contract Terms and Conditions, may be rejected as not responsive.
- C. FIT may reject any bid not prepared and submitted in accordance with the provisions of the Notice to Bidders, Bid Terms and Conditions, and Contract Terms and Conditions. Neither FIT nor the FIT Student Housing Corporation will be responsible for receipt of any Bid which does not comply with these instructions. Only those Bids emailed to the FIT Purchasing Dept. inbox (purchasingbids@fitnyc.edu) on or before **June 23<sup>rd</sup>, 2025, on or before 12:00 P.M.** will be considered.
- D. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof and any bid received after such time and date shall not be considered.
- E. No Bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

## SECTION TWO -- RFP GENERAL TERMS AND CONDITIONS

### A. Proposal Requirements:

1. FIT will **ONLY** accept electronic scanned bids for the subject project. Bids Sealed must be received before the time and at the location stated on the cover page of the RFP and must include the entire proposal document (consisting of Section One - Proposal Terms and Conditions and this Section Two - RFP General Terms and Conditions), the Contract Terms and Conditions, and the Proposal Analysis Sheet, as issued by FIT, including required signatures and attachments. Candidates are not permitted to change or modify Proposal Terms and Conditions, Contract Terms and Conditions and/ or Proposal Analysis Sheet. All candidates propose the same terms and conditions.
2. Each proposal must be sent **via email in pdf format.**
3. Candidates are responsible to make certain that proposals are received at the FIT Purchasing Department before the time of the proposal opening. *FIT will not be responsible for improper delivery of proposals that do not comply with these instructions.*
4. Proposals received after the time of the proposal opening will be returned unopened
5. **Force Majeure Event.** A Force Majeure Event shall mean any causes beyond a party's reasonable control, including labor disputes, civil commotion, war, riots, fires, floods, earthquakes, inclement weather, governmental regulations or controls, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, casualty, strikes, the unavailability of labor or materials to the extent beyond the control of the party affected, embargoes, civil strife, acts of terrorism, or acts of God, in addition to any and all other events, regardless of their dissimilarity to the foregoing, deemed to render performance of the Agreement impracticable or impossible under the law, in which event the non performing party shall be excused from its obligations for the period of the delay. Each party shall use reasonable efforts to notify the other party of a Force Majeure Event, its anticipated effect on performance, and expected duration, within [number, e.g., five (5)] business days of its occurrence. The non-performing party shall furnish the other party with periodic reports regarding the progress of the Force Majeure Event. The non-performing party shall use commercially reasonable efforts to avoid or remove the causes of a Force Majeure Event and shall continue performance whenever such causes have been removed. When a Force Majeure Event occurs, the parties shall discuss what, if any, modification of the terms of this agreement may be required or appropriate to arrive at an equitable resolution. If performance is delayed over one-week (7) days due to a Force Majeure Event, the party not experiencing the delay may terminate this Agreement upon written notice.

**B. No Oral Statements:**

*FIT will not be bound by any oral statement or representation in connection with the RFP or resulting Contract, or contracted work.*

Any changes to the proposal document required by FIT shall be in writing and shall be issued by the FIT Purchasing Department to every entity that requested a copy of the RFP.

**C. Proposer Affirmation:**

By signing the proposal, proposer certifies that:

1. No public officer or employee whose salary is payable in whole or in part by FIT, the City or the State, is directly or indirectly interested in the proposal, or in the goods, services, supplies, equipment or labor which may be related to the proposal; and
2. Proposer is not in arrears to FIT, the City or the State upon a debt, contract or taxes, and is not in default as surety or otherwise upon any obligation to any of them.

**D. Non-Collusive Proposal Certification:**

1. By submission of its proposal, proposer and each person signing on behalf of the proposer certifies, and in the case of a joint proposal each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
  - a. The prices in the proposal 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 proposer or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
  - c. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
2. A proposal shall not be considered for award, nor shall any award be made where (1)(a), (b) and (c) above have not been complied with; provided, however, that if in any case the proposer cannot make the foregoing certification, proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore.

**E. Confidentiality:**

1. If the proposer believes that any information in its proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested pursuant to the New York State Freedom of Information Law (Article 6 of the Public Officers Law), Proposer shall submit with its proposal or proposal a separate letter specifically identifying page number(s), line(s) or other appropriate designation(s) containing such information; explain in detail why such information is a trade secret; and formally request that such information be kept confidential. Such information must be easily separable from the rest of the proposal or proposal. A request that an entire proposal or proposal be kept confidential will not be considered. Failure by a proposer to submit such a letter with its proposal identifying trade secrets shall constitute a waiver by the proposer of any rights it may have under FOIL.
2. In some instances, FIT may, in its sole discretion, share certain confidential, sensitive, and/or proprietary information with Proposers in connection with the RFP (particularly in connection with preparation for any presentation(s)). All such information, whether printed, written or oral, which is requested from or voluntarily furnished by FIT shall be held by proposer in strictest confidence and used only for the purpose of the RFP.

**F. Prices:**

Proposal prices shall be held Contractor for ninety (90) days from the proposal due date.

**G. No Sales Tax:**

FIT is exempt from the payment of State and City sales tax; therefore, all prices quoted shall not include such tax. Sales tax exemption forms may be obtained from the FIT Purchasing Department.

**H. Proposal Withdrawal:**

1. Proposers may withdraw proposals at any time before the proposal opening.
2. After the proposal opening, proposers may *withdraw* proposals only after the expiration of thirty (30) days and before any actual award.
3. Proposal withdrawals must be in writing.
4. In the event of a proposal mistake, a proposer may withdraw its proposal before the award of the Contract or within three (3) days after the opening of the proposal, whichever period is shorter. Proposer shall furnish credible evidence that its proposal mistake was a clerical error as opposed to a judgment error. FIT will determine, upon objective evidence and pursuant to law, whether proposer shall be permitted to withdraw its proposal.

**I. Tie Proposals:**

Tie proposals will be awarded Contracts in FIT's absolute discretion based on its determination of FIT's best interest.

**J. Proposer's Responsibility:**

In determining whether a proposer is responsible, FIT will consider experience, business references, integrity of the organization and its management, past performance, business and/or financial capabilities and/or capacity and technical skills.

**K. Proposal Rejection:**

1. FIT may reject a proposal if:
  - a. The proposal is not responsive to the requirements of the Request for Proposals;
  - b. Proposer does not provide information or documents required;
  - c. Proposer does not submit the proposal security as required (if applicable);
  - d. Proposer misstates or conceals any material fact in the proposal;
  - e. The proposal is conditional;
  - f. The proposal prices are not in ink;
  - g. The proposal contains prices that are unbalanced; and/or
  - h. FIT determines that the proposer is not responsible in accordance with law and/or FIT policies and regulations.
2. FIT reserves the right to reject any or all proposals if it is in the best interest of FIT do so.

**L. Award of Contract:**

1. Subject to the provisions of Paragraph K immediately above, the Award shall be made to the highest score of Evaluation Criteria Proposer pursuant to law and FIT policies and regulations.
2. FIT reserves the right to waive technicalities in a proposal if it is in the best interest of FIT to do so.
3. By submission of its proposal, proposer represents that it is willing and able to enter into the Contract with FIT upon the terms and conditions substantially in



conformance with those contained in the agreement attached to this RFP ("Exhibit B").

4. The Contract shall be signed by the successful proposer after the award is made. The successful proposer shall execute the Contract within ten (10) business days of the award. FIT will retain the proposal security (*if applicable*) as liquidated damages in the event the successful Proposer fails to execute the Contract within this time period.
5. All contracts awarded by FIT shall be executory only to the extent of funds available.
6. FIT encourages minority and women business enterprise participation in this project by contractors, subcontractors and suppliers, and all bidders are expected to cooperate with that commitment. Also, bidders are encouraged to use Service-Disabled Veteran-Owned Businesses (SDVOB). A directory of New York State Certified Minority and Women's Business Enterprises is available from: Empire State Development Corporation, Minority and Women's Business Development Division at: <http://www.esd.ny.gov/mwbe.html> to assist potential bidders in locating sources of M/WBE subcontractors and reaching these goals. SDVOBs can be readily identified in the directory of certified businesses at: <https://online.ogs.ny.gov/SDVOB/search>."

**M. Governing Law:**

1. This RFP shall be construed in accordance with the laws of the State of New York without regard to conflict of law provisions.
2. Any action arising from this RFP shall be brought in the federal or state courts located in the State of New York and in the County of New York.

Proposer consents to the exercise by the courts of the State of New York of personnel jurisdiction over it concerning any matter arising out of or in connection with this RFP.

**“Exhibit A”**

**PROPOSAL ANALYSIS SHEET  
GOODMAN LIBRARY - SPECIAL COLLECTIONS –  
CLEANING AND RESTORATION SERVICES  
RFP#C1675**

Cleaning and Restoration Proposal Analysis				
Location	Bid Item	Approximate Quantity		Cost Not-to-Exceed
		LF	SF	
Goodman Library 4 <sup>th</sup> Floor Rooms E435A and E437	Submittals and EH&S Plan			\$
Goodman Library 4 <sup>th</sup> Floor Room E435A	Project Set Up and Containment of Room E435A			\$
Goodman Library 4 <sup>th</sup> Floor Room E437	Project Set Up and Containment of Room E437			\$
Goodman Library 4 <sup>th</sup> Floor Room E435A	Cleaning and Restoration of Contents within Room E435A			\$
Goodman Library 4 <sup>th</sup> Floor Room E437	Cleaning and Restoration of Contents within Room E437			\$
Goodman Library 4 <sup>th</sup> Floor Rooms E435A and E437	Quality Control and Project Completion			\$
<b>Total Quantities</b>				
Permit Fees				N/A
Lump Sum \$				

Cleaning and Restoration Proposal Analysis				
Location	Bid Item	Approximate Quantity		Cost Not-to-Exceed
		LF	SF	
Lump Sum (written in words):				
Estimated Number of Shifts:			#	
Number of Men per Shift:				
Identification of Labor Category:				

**Company Name and Address of Bidder:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Bidder \_\_\_\_\_ Date \_\_\_\_\_

Printed Name and Title of Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

EIN#: \_\_\_\_\_

**IMPORTANT:**

This bid analysis form is the **only** pricing format acceptable. Bidders **must** submit pricing using this form. **FIT will not accept bid responses on any other form.**

**To Be Signed Only Upon Award of Contract**

**"Exhibit B"**  
**CONTRACT**

**GOODMAN LIBRARY - SPECIAL COLLECTIONS –  
CLEANING AND RESTORATION SERVICES  
RFP#C1675**

**THIS CONTRACT** (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ by and between the Fashion Institute of Technology (hereinafter "FIT") and \_\_\_\_\_ (hereinafter "Consultant" or "Contractor").

-----

WHEREAS, the Fashion Institute of Technology ("FIT") retains the services of the Contractor to provide **Cleaning and Restoration services of the Goodman Archive Collection;**

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, FIT hereby retains the Contractor under the terms and conditions contained in this Agreement, and the Contractor hereby accepts such retention and agrees to perform archive cleaning and restoration services of the Goodman Archive Collection.

**1. Term:** The effective dates of this Agreement shall be for one (1) year upon both parties signing the Agreement. The Agreement may, however, be terminated at any time after the first thirty days by either party giving thirty (30) days' notice in writing to the other party.

FIT will not execute any bidder generated contract, agreement or scope of work, or similar documents. FIT Bid and Terms and Conditions shall govern. Any requirement by a bidder for FIT to sign such documents will be grounds for bid rejection. Additionally, the inclusion of conditions, clarifications, exceptions, or modifications that conflict with the FIT Bid and Terms and Conditions will also constitute grounds for rejection.

**2. Services by Consultant:** The Consultant shall be expected to provide the following services-

All cleaning and restoration services are to be performed onsite at FIT.

Contractor provides all necessary labor, equipment, and supplies necessary to clean the identified collections, shelving, and floor area within Goodman Archive Rooms E435A and E437.

All dirt, dust, and debris are to be removed by the cleaning process.

Contractor to set up adequate containment of the archive collection room(s) with proper air scrubbers and HEPA air filtration for the cleaning process.

The Contractor shall cover all HVAC registers as part of the containment of the work area.

The Contractor shall protect the floor area in high traffic areas to maintain a clean floor area.

The contractor shall ensure all areas outside the work area are protected from dust and debris.

#### **Methodology and Scope of Project**

The Contractor shall remove all materials from each shelf and place them in original order on a book cart or designated table, maintaining the items in the same order throughout the cleaning process.

Shelves and supports will be thoroughly vacuumed and then wiped with either a magnetic or dust grabbing cloth. Shelves will be cleaned with an antimicrobial cleaning agent.

Shelves and supports will never appear wet, regardless of the cleaning method utilized.

**Collections will never be returned to a damp shelf or one that exhibits a visible residue.**

All materials and boxes will be cleaned by means of a HEPA vacuum, unless it is determined that the integrity of the materials will be compromised.

Each item will be surface cleaned utilizing a variable speed HEPA vacuum, magnetic cloth, and/or sponge, as necessary depending on the condition of the material.

The surface areas of the identified collection will be cleaned using a HEPA vacuum and dry cleaning soot sponges, if appropriate.

Books and bound volumes will be cleaned at the head, tail, fore edge, front and back covers while holding the volume closed. All six exterior sides of the books, boxes, and other library materials will be cleaned.

Archives containing textile samples will be cleaned by HEPA vacuum only. Technicians will gently handle the textile samples and HEPA vacuum all exposed surface areas.

**Textile samples will not be removed or separated from their current housing.**

*No adhesive labels or tags will be applied directly to any of the collection materials under any circumstances.*

Upon completion of the cleaning services, shelving areas will be dried, and the books and contents returned to the shelf in the same order as they originally were stored.

All floors will be dust mopped, HEPA vacuumed and wet mopped with an antimicrobial cleaning agent.

### **Quality Control and Communication**

The Contractor will document (Contractor Daily Logbook) a process for and perform a quality control inspection of the work area and of the cleaning activities that were performed each workday.

At the end of each day, the Contractor will perform a daily inspection of the cleaning that was completed and inform the FIT library staff of the work progress. Contractor will provide daily status updates by reporting to Library Staff.

Contractor will notify FIT Staff of any/all items determined to require conservation restoration work beyond the scope of this cleaning proposal. These items will be isolated from the rest of the collection in a location determined by the FIT staff. The restoration work for these isolated items will be conducted under a change order or separate request for proposal.

Materials that may require additional offsite cleaning and sterilization will be identified and communicated to the FIT Staff. Further restoration work of identified items may be addressed under a change order or separate request for proposal.

Contractor will notify FIT staff of any damage to items caused by the cleaning process, or if it is determined in advance that the cleaning process will damage the item before cleaning.

Upon completion of cleaning services, the cleaning technicians will perform a quality control inspection in the presence of FIT staff and consultants. Materials that may require additional offsite cleaning and sterilization will be identified, tagged, and communicated to the FIT Staff.

Jointly with the FIT Third-Party Environmental Consultant, upon completion of the cleaning services, shelving areas will be dried, and the books and contents returned to the shelf in the same order as they originally were stored.

### **Completion and Follow-Up**

The Contractor will remove or dispose of all uniforms, cleaning equipment, rags, or disposable cleaning objects used during the project work. No equipment or cleaning materials will remain in the library following the completion of the project.

All waste generated shall be removed from the building each day by the Contractor in properly contained bags or containers.

**3. Payment:** The amount of this Contract is \_\_\_\_\_ Dollars (\$\_ \_ \_) (the “Fee”).

**4. Indemnification:** The Consultant shall indemnify FIT and its respective affiliates, auxiliary organizations, officers, governing board members and employees, and hold them harmless against any and all liability, loss, damages, costs or expenses, including

reasonable attorney's fees, which they may incur, suffer or be required to pay in connection with the defense and/or settlement of any action, suit or proceeding based upon general liability or any other claims brought by any person, entity or organization arising out of any negligent or other wrongful act or omission by the Consultant.

**5. Confidentiality:** All information, whether printed, written or oral, which is requested from or voluntarily furnished by FIT or FIT Foundation shall be held in strictest confidence and used only for the purpose of this Agreement. Consultant's submissions to FIT and/or FIT Foundation shall not be considered confidential.

**6. Arbitration:** Any unforeseen disputes arising under this agreement which cannot be settled between the two parties will be submitted to the American Arbitration Association (AAA) for arbitration at a location in New York, New York in front of a single arbitrator appointed by the AAA. The two parties agree that arbitration by the AAA will be the final and binding resolution and the prevailing party shall be entitled to recover reasonable attorney fees in such suit or action, including any appeal.

**7. Entire Agreement:** This Agreement is the entire agreement of the parties. It shall supersede any prior understandings or agreements of the parties, whether oral or written. Amendments to this agreement may be proposed in writing by either party hereto and shall be deemed rejected - unless the party to whom any amendment is proposed accepts said amendment in writing within ten days after receipt of the proposed amendment. No oral agreement shall be effective to alter the terms of this Agreement.

**8. Effect of Waivers:** The waiver by one party of a breach of any provision of this agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by an authorized representative of the party agreeing to the waiver.

**9. Governing Law:** All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of laws provisions.

**10. Non-Assignability:** Neither party shall assign, transfer, or subcontract this Agreement or any of its rights or obligations hereunder without the express, prior written consent of the other Party.

**11. Severability:** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**12. Execution:** This Agreement may be executed in multiple counterparts, any of which may be a facsimile or "pdf", each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

**13. Force Majeure Event.** A Force Majeure Event shall mean any causes beyond a party's reasonable control, including labor disputes, civil commotion, war, riots, fires, floods, earthquakes, inclement weather, governmental regulations or controls, pandemics,

epidemics, local disease outbreaks, public health emergencies, quarantines, casualty, strikes, the unavailability of labor or materials to the extent beyond the control of the party affected, embargoes, civil strife, acts of terrorism, or acts of God, in addition to any and all other events, regardless of their dissimilarity to the foregoing, deemed to render performance of the Agreement impracticable or impossible under the law, in which event the nonperforming party shall be excused from its obligations for the period of the delay. Each party shall use reasonable efforts to notify the other party of a Force Majeure Event, its anticipated effect on performance, and expected duration, within [number, e.g., five (5)] business days of its occurrence. The non-performing party shall furnish the other party with periodic reports regarding the progress of the Force Majeure Event. The nonperforming party shall use commercially reasonable efforts to avoid or remove the causes of a Force Majeure Event and shall continue performance whenever such causes have been removed. When a Force Majeure Event occurs, the parties shall discuss what, if any, modification of the terms of this agreement may be required or appropriate to arrive at an equitable resolution. If performance is delayed over one-week (7) days due to a Force Majeure Event, the party not experiencing the delay may terminate this Agreement upon written notice.



***TO BE SIGNED ONLY UPON AWARD OF CONTRACT***

**GOODMAN LIBRARY - SPECIAL COLLECTIONS –  
CLEANING AND RESTORATION SERVICES  
RFP#C1675**

In witness whereof, the parties have executed this Contract: The amount of this Contract is  
Dollars  
(\$ \_ \_ \_ \_ )

**FOR CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**ACKNOWLEDGEMENT OF PERSON EXECUTING FOR CONTRACTOR**

State of New York

County of \_ \_ \_ \_ \_ ) SS:

On this day of \_ \_ \_ \_ \_ 20\_\_\_\_, before me personally came \_ \_ \_ \_ \_ to

me known, who being by me duly sworn did depose and say that s/he resides at \_\_\_\_\_; that s/he is  
the \_\_\_\_\_  
of \_\_\_\_\_, the corporation described in and which executed the above instrument; and  
that s/he signed her/his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
**Notary Public**

**FASHION INSTITUTE OF TECHNOLOGY:**

\_\_\_\_\_  
**Sherry F. Brabham,**  
**Treasurer and Vice President for Finance and Administration**

\_\_\_\_\_  
**Date**

**SECTION IV.**  
**GENERAL REQUIREMENTS**

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## **01010 -- SUMMARY OF THE WORK**

### **.01 - Work Under The Contract**

The Work shall be as described in the Contract Documents.

### **.02 - Work by Others**

Should any other contractor be engaged by the Owner to perform work on the Site or in areas adjoining or adjacent to the Site, the Contractor and such other contractor shall coordinate the work of the Contractor and such other contractor.

### **.03 - Items Not Included**

The following items shown on the drawings are not included in the Work:

- A. Items indicated "By Others".
- B. Items indicated "N.I.C." (Not in Contract)
- C. Existing construction not indicated or specified to be removed, replaced or altered.

### **.04 - Openings and Chases**

- A. The Contractor shall build openings, including but not limited to channels, chases and flues as required to complete the Work as set forth in the Contract and as directed by the Owner before any work is installed.
- B. After the installation and completion of any work for which openings, including but not limited to, channels, chases and flues, have been provided for the Contractor, the Contractor shall build in, over, around and finish all such openings as required to complete the Work.
- C. If a contractor fails to furnish drawings and information required in connection with such openings before the General Construction Contractor performs any Work affected thereby, said contractor who so fails to furnish such drawings and information shall bear the cost of all cutting and refinishing including that part of the General Construction Contractor's Work affected.
- D. The Contractor shall Furnish and Install all sleeves, inserts, hangers and supports required for the execution of the Work.
- E. Specific instructions shall be obtained from the Owner or the Owner's Representative before cutting beams or other structural members, arches or lintels.
- F. The Contractor shall not endanger the Work and shall not cut or alter the Work unless prior approval and instructions are received from the Owner or the Owner's Representative.

### ***.05 - Surveys and Layout***

- A. If, for any reason, stakes, batter boards or monuments are disturbed, it shall be the responsibility of the Contractor to reestablish them.
- B. The Owner or the Owner's Representative may order construction work suspended at any time when location of monuments, stakes, bench marks and other layout markings established by the Contractor are not adequate to permit checking the Work.
- C. The Contractor shall Provide and shall maintain axis lines on each floor and shall establish and shall maintain grade marks 4' 0" above the finished floor on each floor level.
- D. The Contractor shall Furnish such stakes and other required equipment, tools and materials, and all labor as may be required in laying out any part of the Work.

### ***.06 - Scheduling***

- A. The Contractor shall deliver to the Owner schedules and forms in accordance with the Contract.
- B. The Owner or the Owner's Representative may require the Contractor to modify schedules which the Contractor has submitted either before or after such schedules are approved so that:
  - 1. The Work shall not be delayed.
  - 2. Changes in the Work are reflected in the schedules of the Contractor.

### ***.07 - Contractor Use of Premises***

While performing the Work, the Contractor shall take every precaution against injuries to persons and damage to property.

## **01080 -- PERMITS AND COMPLIANCE**

### ***.01 - Permits and Licenses***

The Contractor shall obtain, maintain and pay for all permits and licenses necessary for the execution of the Work and for the use of such Work when completed.

Prior to final payment the Contractor shall deliver to the Owner's Representative all permits and certificates of approval issued by any agency having jurisdiction.

### ***.02 - Compliance***

The Contractor shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the Work.

### ***.03 - Additional Compliance***

The Contractor, Subcontractors, and the employees of the Contractor and Subcontractors, shall comply with all regulations governing conduct, access to the premises, operation of equipment and systems and conduct while in or near the premises and shall perform the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business of the Institution.

### ***.04 - Royalties and Patents***

It is the sole responsibility of the Contractor to determine what, if any, patents are applicable to the Project. The Contractor shall pay all royalties and/or license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the Owner, Architect, Engineer, Environmental Consultant and Construction Manager harmless from loss, including attorney's fees, on account thereof.

## **01200 -- PROJECT MEETINGS**

### ***.01 - Project meetings shall be held to accomplish the following:***

- A. Coordinate the Work.
- B. Establish a sound working procedure and relationship between all contractors, the Owner and the Owner's Representative.
- C. Review requisitions, proposals and change orders.
- D. Review the progress of the Work, review quality of work in place and review approval required by the Work and review delivery of materials.
- E. Expedite the Work to completion within the scheduled time limit.
- F. Review progress payments.

### ***.02 - Initial Job Meeting (Orientation Meeting)***

The Owner or the Owner's Representative shall call an initial job meeting which the Contractor shall attend. This meeting shall be called prior to the start of construction.

### ***.03 - Job Progress Meetings***

- A. Job progress meetings shall be scheduled by the Owner or the Owner's Representative during the course of construction. The Contractor or the Contractor's duly authorized representative and such Subcontractors as required by the Contractor or the Owner or the Owner's Representative shall be present at all job progress meetings. The Contractors and Subcontractors shall answer questions on progress, workmanship, approvals required, delivery of material and other subjects concerning the Work. The purpose of such meetings is to coordinate the efforts of all

concerned so that the Work proceeds without delay to completion as required by the Contract.

- B. The Owner or the Owner's Representative may require any schedule to be modified so that changes in the Work, delays or acceleration of any segment of the Work shall be reflected in such schedule. The Contractor shall cooperate with the Owner or the Owner's Representative in providing data for such changes in or modifications of schedules.

## **01300 -- SUBMITTALS**

### ***.01 - Schedules & Records***

- A. Within the time set forth in the Contract, the Contractor is required to complete and submit to the Owner or the Owner's Representative the following forms:
  - 1. Submit construction progress schedule to the Owner or the Owner's Representative no later than thirty (30) calendar days after receipt by the Contractor of notice to proceed.
  - 2. Submit names and addresses of all Subcontractors to the Owner or the Owner's Representative within thirty (30) calendar days of approval of the construction progress schedule.
  - 3. Submit to the Owner or the Owner's Representative the date on which the Contractor proposes to award each subcontract a minimum of ten (10) days prior to such proposed award.
  - 4. Submit Shop Drawings and material sample schedule to the Owner or the Owner's Representative no later than thirty (30) days after approval of the construction progress schedule. Such schedule shall include the date of all Shop Drawings, samples and materials shall be submitted and the date approval is required.
  - 5. Submit to the Owner or the Owner's Representative on a form approved by the Owner, a schedule of anticipated monthly requisition amounts. Such schedule shall be submitted from time to time as directed by the Owner, the first such submission being required to be made by the Contractor within ten (10) days of receipt by the Contractor of a written order to proceed issued by the Owner. The amounts employed in preparing such schedules in no way shall be binding upon the Owner.
- B. Sample forms shall be provided by the Owner or the Owner's Representative for the above mentioned schedules and records.



## **01311 – PROJECT ANALYSIS**

### **.01 - Project Control and Progress Meetings**

- A. The Contractor shall attend all scheduling meetings as directed by the Owner or the Owner's Representative.
- B. In addition to the Owner or the Owner's Representative and the Contractor's Superintendent and Scheduling Coordinator, such meetings shall also be attended by representatives of such subcontractors as the Contractor, the Owner or the Owner's Representative may deem advisable. The agenda for such meetings shall include the progress and current status of the Work, proposed solutions for problem areas and a review of schedules for future Work in order to meet the Contractor's objectives and his obligations under the Contract. Consideration shall be given to establishing actual start dates, actual completion dates, planned starts and finishes, quantities installed, man hours worked, as well as other data relevant to the performance of the Contract.
- C. At least one week before each meeting described in subsection .01A of this Division 01311, the Contractor shall furnish progress data in the form required by the Owner or the Owner's Representative as follows:
  - 1. The status of all activities as of date determined by the Owner or the Owner's Representative.
  - 2. A list of actual start and completion dates for all activities.
  - 3. Projected durations of completion of those activities in progress.
  - 4. Relevant data of submittals in progress including equipment releases and equipment in fabrication.
  - 5. All other information which in the discretion of the Owner or its Representative, may be required to complete the Project Schedule Update.

### **.02 – Payment**

The Contractor's Payment Breakdown and Monthly Requisition as called for by Section 17.01 of the General Conditions of the Contract shall be the basis by which the Contractor is to be paid.

### **.03 - Time of Completion**

It is the sole responsibility of the Contractor to complete the Work within the time of completion required by the Contract.

## **01340 -- SHOP DRAWINGS AND SAMPLES**

### ***.01 - Contractor Submittal***

- A. The Contractor shall submit the Shop Drawings and samples required by the Architect and the Contractor shall adhere to all submittal and scheduling requirements for Shop Drawings and samples. After examination of such Shop Drawings and samples by the Architect and the return of such items by the Architect to the Contractor, the Contractor shall make corrections indicated and shall furnish to the Architect the required number of corrected copies of Shop Drawings or samples.
- B. Shop Drawings shall be accompanied by a letter of transmittal to the Owner or the Owner's Representative requesting approval and date approval is desired.
- C. Each Shop Drawings and letter of transmittal shall be identified with the following information:
  - 1. Project title
  - 2. Contract name
  - 3. Date of the drawing, including dates of any revisions
  - 4. Name of Contractor, name of Subcontractor, material supplier and manufacturer, as applicable
  - 5. Name of person or firm preparing Shop Drawings
  - 6. Contract drawing numbers and specifications, section division and paragraph numbers used as references in preparing Shop Drawings, and titles of items to which the Shop Drawing refers.
- D. Shop Drawings shall show the design, dimensions, connections and other details necessary to insure that the Shop Drawings accurately interpret the Contract Documents and shall also show adjoining Work in such Detail as required to provide proper connections with said adjoining Work. Where adjoining connected Work requires Shop Drawings, such Shop Drawings shall be submitted to the Owner or the Owner's Representative for approval at the same time so that connections can be checked.
- E. The Contractor shall verify all field measurements. Measurements available prior to submittal of Shop Drawings shall be shown and so noted on the Shop Drawings. Measurements not available prior to submission of Shop Drawings shall be noted on the Shop Drawings as not available and such measurements shall be obtained prior to fabrication.

- F. The Contractor shall submit manufacturer's drawings and specifications when necessary to fully explain apparatus or equipment required by the Work. These manufacturer's drawings and specifications shall be treated as Shop Drawings. Manufacturer's catalog numbers alone are not acceptable as sufficient information for compliance with this requirement.
- G. Samples shall be accompanied by a letter of transmittal to the Owner or the Owner's Representative requesting approval, and date approval is desired.
- H. Each sample shall be labeled with the following information:
  - 1. Project title
  - 2. Contract name
  - 3. Date of submission
  - 4. Name and quality of the material
  - 5. Name of Contractor, name of Subcontractor, material supplier and manufacturer, as applicable
  - 6. Contract drawing numbers and specification section, division and paragraph numbers used as reference in preparing samples.
- I. Samples shall be of sufficient size and number to show the quality, type, color, finish and texture of the material required to be furnished by the Contractor pursuant to the Contract.

### ***.02 - Contractor Review***

The Contractor shall review, verify and determine all field measurements, field construction criteria, materials, catalog numbers and similar data, shall coordinate each Shop Drawing and sample with the requirements of the Contract and shall determine whether or not such Shop Drawings are in conformity with the provisions of the Contract before submitting the Shop Drawings to the Architect for approval.

### ***.03 - Contractor Responsibility***

The Architect's approval of Shop Drawings and samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract. The Contractor shall be responsible for the accuracy of the Shop Drawings and samples and for the conformity of Shop Drawings and samples with the Contract unless the Contractor has notified the Architect of the deviation in writing at the time of submission and has received from the Architect written approval of the specified deviations. The Architect's approval shall not relieve the Contractor of responsibility for errors or omissions in the Shop Drawings or samples.

**.04 - Commencement of Work**

No portion of the Work shall be commenced until required Shop Drawings or samples are approved by the Architect.

**01380 -- PROGRESS PHOTOGRAPHS**

**.01 - Contractor Submission**

- A. The Contractor shall furnish to the Owner, progress photographs of the Work as follows: three (3) 8" x 10" glossy prints of each of the following views:
1. Two (2) different views of the area in which the building or buildings are to be located, taken before excavation starts.
  2. Two (2) different views for each building when footings are in place and forms completed.
  3. Four (4) different views for each building when foundations are completed.
  4. Four (4) different views for each building when exterior wall is fifty per cent (50%) completed.
  5. Four (4) different views for each building when the structure is ready for roofing.
  6. Four (4) different exterior views in color for each building at completion.
  7. Six (6) interior views in color for each building as directed upon completion.
- B. A title identifying the view shown by each photograph and date taken shall appear on the back of each print.

**01500 -- TEMPORARY FACILITIES AND CONTROLS**

**.01 - Requirements**

The Contractor shall Provide the temporary facilities and controls as hereinafter specified and as required by law.

**.02 - Temporary Lighting and Electric Service**

The Contractor shall Provide and maintain all temporary lighting and power required in connection with the Contractor's operations from the commencement of the Work until the completion of each structure or for such other time as

directed by the Owner or the Owner's Representative. When the use of such temporary lighting and power is no longer required, all temporary wiring and equipment shall be completely removed by the Contractor. The Contractor shall make the necessary application to the lighting company and pay for all charges, costs and expenses incidental to the installation and maintenance of temporary lighting and power as required in connection with the Contractor's operations, and the Contractor shall pay for all power used. The minimum temporary lighting to be provided is at the rate of one-quarter watt per square foot and is to be maintained in each room and changed as required when interior walls are being erected. The required temporary lighting must be maintained for twenty-four (24) hours a day and seven (7) days a week at all stair levels and in all corridors below ground; in all other spaces temporary lighting is to be maintained only during working hours. All temporary wiring and equipment shall be in conformity with the National Electric Code. Three-phase temporary power circuits shall be installed as required to operate construction equipment of the various trades and to install and test equipment such as pumps and elevators. The Contractor shall install and maintain temporary or permanent service for the permanently installed building equipment such as sump pumps, boilers, boiler controls, fans, pumps, so that such equipment may be operated when required and so ordered by the Owner or the Owner's Representative for drainage or for temporary heat.

### **.03 - Material Hoists**

#### **A. General**

1. Material hoists shall be operated by diesel, gasoline or steam engines and shall be complete with all equipment necessary for operation. Such hoists shall run from grade to roof, shall be installed immediately following the structural framing, centering or form work, and centering or form work unless otherwise approved by the Owner or the Owner's Representative. Electrically operated hoists shall not be used except as otherwise allowed by the Contract.
2. Material hoists shall meet any and all requirements of law, rule or regulation.
3. Hoist cars shall be of required size and design for the hoisting of all normal size building materials.

#### **B. The Contractor shall:**

1. Furnish, install, maintain and operate at the Contractor's expense, all hoisting equipment required for the Work.
2. Furnish all labor required for the Work.

#### ***.04 - Temporary Use of Permanent Elevator as Equipment Material Hoist***

A. The Contractor shall:

1. Use the temporary hoists until a building is completed, or until the Contractor may, with the Owner's permission, use the equipment of one (1) elevator in a building for temporary service after the permanent elevator equipment and the permanent electric service have been installed.
2. If the Contractor elects to use such permanent elevator equipment, the Contractor shall:
  - a. Provide adequate protection for such equipment and shall operate such equipment within a capacity not to exceed that allowed by law, rule or regulation.
  - b. Provide for the maintenance of the elevator equipment as approved by the Owner or the Owner's Representative.
  - c. Leave such equipment in perfect condition.

B. The permanent elevator equipment shall be ready for use when required by the Work and shall permit any use approved by the Owner or the Owner's Representative.

#### ***.05- Temporary Enclosures***

The Contractor shall:

- A. Provide, install and maintain any temporary weather resistant enclosures for all openings in exterior walls and roof that are not enclosed.
- B. After building is enclosed, maintain proper temperatures required by the Contract.

#### ***.06 - Temporary Fence Enclosures***

The Contractor shall Provide, Install and maintain any temporary fence enclosures required by the Contract.

#### ***.07 - Maintenance of Permanent Roadways***

The Contractor shall immediately remove dirt and debris which may collect on permanent roadways due to the Work.

#### ***.08 – Traffic Control***

- A. Routes to and from the location of the Work shall be as indicated in the Contract or as directed by the Owner or the Owner's Representative.
- B. Parking areas for the use of those engaged in the Work shall be as indicated in the Contract or as directed by the Owner or the Owner's Representative.

#### ***.09 - Fire Prevention Control***

The Contractor Shall:

- A. Provide private unlisted telephone service reserved for fire calls at a location or locations approved by the Owner or the Owner's Representative. Such service shall be in addition to any other telephone service. The Contractor shall pay all costs thereof until completion and acceptance of the Work or as otherwise directed by the Owner or the Owner's Representative.
- B. Comply with the safety provisions of the National Fire Protection Association's "National Fire Codes" pertaining to the Work and, particularly, in connection with any cutting or welding performed as part of the Work.

#### ***.10 - Pollution Control***

The Contractor shall:

- A. Comply with all laws, rules and regulations governing pollution control, including but not limited to those of the Department of Environmental Conservation of the State of New York.
- B. Take all necessary precautions including, but not limited to digging and maintaining settling basins and dams; diverting streams, and taking all other actions that may be necessary to prevent silt, and waste of any kind from being deposited, silting and reduction of quality of streams below the construction area and downstream properties as a result of the Work.
- C. Refrain from the disposal of volatile fluid wastes into storm or sanitary sewer systems, approved sewage disposal systems or any waterway.
- D. Refrain from burning trash or waste materials.

## **.11 - Temporary Field Office**

- A. The Contractor may Provide a temporary office structure, for the Contractor's use during the course of the Work.
  - 1. The Contractor must receive prior written approval from the Owner or the Owner's Representative for such temporary office structure in relation to location, type of structure, and included facilities.
  - 2. All toilet and sink facilities in any such office structure shall be connected to an approved sewage disposal system.
  - 3. The Contractor shall remove the temporary office structure from the Site and shall repair the Site and finish the area as directed by the Owner or the Owner's Representative.
- B. The Contractor shall:
  - 1. Provide a temporary office structure completely separate from any other office structures at a location approved by the Owner or the Owner's Representative until the Work is completed and is accepted.
  - 2. Provide such office structure for the exclusive use of the Owner.
  - 3. Bear all costs in relation to the furnishing, construction and removal of such office structure.
  - 4. Repair and refinish the area as directed by the Owner or the Owner's Representative.
  - 5. Construct such office structure and furnish such office structure as required by the Contract.
  - 6. Maintain such office structure in a sanitary condition and in proper repair, properly heat the structure, furnish the fuel and furnish all utilities and pay all utility charges.
  - 7. Install a telephone for the sole use of the Owner or the Owner's Representative and pay all service and local toll charges incurred as a result of the use of such telephone service.
- C. With the prior written approval of the Owner or the Owner's Representative any other Contractor may erect a substantial office structure at the Site for the use of such Contractor in relation to the Work.
  - 1. All toilet and sink facilities in any such office structure shall be connected to an approved sewage disposal system.



2. Such Contractor shall remove the temporary office structure from the Site and shall repair the Site and finish the area as directed by the Owner or the Owner's Representative.
- D. When adequate space is available in a building, the Contractor may transfer such office to available space with the prior written permission of the Owner or the Owner's Representative.
- E. Trailers providing comparable facilities may be accepted at the discretion of the Owner or the Owner's Representative.

#### ***.12 - Rubbish Removal***

- A. The Contractor shall:
  1. Keep the Work free from rubbish at all times.
  2. Clean all enclosed structures daily.
  3. Remove rubbish from the Site at least once a week.
- B. The Contractor shall conform with the following:
  1. Burning of rubbish shall not be permitted.
  2. All rubbish shall be lowered by way of chutes, taken down by hoists, or lowered in receptacles. Under no circumstances shall any rubbish be dropped or thrown from one (1) level to another inside or outside any building.

#### ***.13 - Discontinuance, Changes and Removal***

The Contractor shall:

- A. Discontinue all temporary services required by the Contract when so directed by the Owner or the Owner's Representative. The discontinuance of any such temporary service prior to the completion of the Work shall not render the Owner liable for any additional cost entailed thereby.
- B. Remove and relocate such temporary facilities as directed by the Owner or the Owner's Representative without additional cost to the Owner, and shall restore the Site and the work to a condition satisfactory to the Owner.

#### ***.14 - Project Identification***

- A. No signs or advertisements shall be displayed on the site except as required by the Contract.

- B. The Contractor shall Furnish, erect and maintain the Site, the exact location thereof to be designated by the Owner or the Owner's Representative, a construction sign, in the form provided by the Contract.

**.15 - Moisture and Condensation Control**

The Contractor shall provide for ventilation of all structures until Physical Completion and acceptance of the Work and shall control such ventilation to avoid excessive rates of drying of construction materials, including but not limited to concrete and to plaster, and to prevent condensation on sensitive surfaces.

**.16 - Protective Services**

The Contractor shall provide security services required by the Contract.

## **01600 -- MATERIAL AND EQUIPMENT**

**.01 - Storage and Protection**

- A. Materials stored on the Site shall be neatly piled and protected, and shall be stored in an orderly fashion in locations that shall not interfere with the progress of the Work or with the daily functioning of the Institution.
- B. Should it become necessary during the course of the Work to move materials or equipment stored on the Site, the Contractor, at the direction of the Owner or the Owner's Representative, shall move such material or equipment.

## **01700 -- PROJECT CLOSE OUT**

**.01 - Final Cleanup**

- A. The Contractor shall leave the Work ready for use and occupancy without the need of further cleaning of any kind.
- B. The Contractor shall remove all tools, appliances, projects signs, material and equipment from the premises as soon as possible upon completion of the Work.
- C. The Work is to be turned over to the Owner in new condition, in proper repair and in perfect adjustment.

**.02 - Required Close Out Documentation**

- A. Prior to final payment the Owner shall receive the following documents as required by the Contract:

1. The Contractor's general guarantee.
  2. Specific guarantees, material, equipment and other items of work.
  3. All certificates obtained in connection with the Work.
  4. All final photographs of the Work.
- B. The Owner shall also receive from the Contractor prior to final payment:
1. A complete listing of all Subcontractors, business addresses and items supplied by each such Subcontractor.
  2. A listing of manufacturer's of major materials, equipment and systems installed in the Work.
  3. A copy of all test data taken in connection with the Work.
  4. Three (3) copies of all operation and maintenance manuals.
  5. All keys, tools, screens, spare construction material, finishing material and equipment required to be furnish to the Owner as part of the Work.

### ***.03 - Orientation Instruction***

Prior to final payment appropriate maintenance personnel of the Owner shall be oriented and instructed by the Contractor in the operation of all systems and equipment as required by the Contract.

### ***.04 - Project Close Out Inspections***

- A. When the Work has reached such a point of completion that the building or buildings, equipment or apparatus or any part thereof required by the Owner for occupancy or use can be so occupied and used for the purpose intended, the Owner or the Owner's Representative shall make a detailed inspection of the Work to insure that all requirements of the Contract have been met and that the Work is complete and is acceptable.
- B. A copy of the report of the inspection shall be furnished to the Contractor as the inspection progresses so that the Contractor may proceed without delay with any part of the Work found to be incomplete or defective.
- C. When the items appearing on the report of inspection have been completed or corrected, the Contractor shall so advise the Owner and the Owner's Representative. After receipt of the notification, the Owner or the Owner's Representative shall inform the Contractor of the date and time of final inspection. A copy of the report of the final inspection containing all

remaining contract exceptions, omissions and incompletions shall be furnished to the Contractor.

- D. After receipt of notification of completion and all remaining contract exceptions, omissions and incompletions from the Contractor, the Owner and the Owner's Representative shall make an inspection to verify completion of the exception items appearing on the report of final inspection.

## **01720 -- PROJECT RECORD DOCUMENTS**

### ***.01 - Project Record Drawings***

- A. The purpose of the project drawings is to record the actual location of the Work in place including but not limited to underground lines, concealed piping within buildings, concealed valves and control equipment, and to record changes in the Work.
- B. In addition to the sets of contract drawings that are required by the Contractor on the Site to perform the Work, the Contractor shall maintain, at the Site, one (1) copy of all drawings, specifications and addenda that are part of the Contract as awarded. Each of these documents should be clearly marked "Project Record Copy", maintained in a clean and neat condition available at all times for inspection by the Owner or the Owner's Representative, and shall not be used for any other purpose during the progress of the Work.
- C. Project Record Requirements
  - 1. The Contractor shall mark-up the "Project Record Copy" to show:
    - (a) Approved changes in the Work.
    - (b) Location of underground Work and concealed Work.
    - (c) Details not shown in the original Contract Documents.
    - (d) Any relocation of Work.
    - (e) All changed in dimensions.
    - (f) All access doors.
    - (g) Location of all plumbing, heating, ventilating, air conditioning or electrical assemblies.
  - 2. Such information shall include, but shall not be limited to:

- (a) Footing depth in relation to finished grade elevations.
  - (b) Any change in floor elevations.
  - (c) Any structural changes.
  - (d) Any substitutions.
  - (e) Elevations and locations of all underground utilities, services, or structures referenced to permanent above-ground structures or monuments.
  - (f) Designation of all utilities as to the size and use of such utilities.
  - (g) All invert elevations of manholes.
  - (h) The location of all utilities, services and appurtenances concealed in building structures that have been installed different from that required by the Contract.
  - (i) Any approved change order.
- D. The Contractor shall keep the Project Record Documents up-to-date from day to day as the Work progresses. Appropriate documents are to be updated promptly and accurately; no Work is to be permanently concealed until all required information has been recorded.
- E. The project record drawings are to be submitted by the Contractor to the Owner or the Owner's Representative when all the Work is completed and is approved by the Owner and the Owner's Representative before the Contractor may request final payment.

## **01740 -- WARRANTIES, GUARANTEES, AND BONDS**

See the Contract Documents for details.

**SECTION V.**  
**GENERAL CONDITIONS**

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## **ARTICLE 1 -- DEFINITIONS**

### **Section 1.01 - The following terms as used in the Contract Documents shall be defined as follows:**

***Beneficial Occupancy*** - The use, occupancy or operation by the Owner of the Work, or any part thereof, as evidenced by a notification of Beneficial Occupancy executed by the Owner.

***Construction Completion*** - Acceptance by the Owner of the Work as evidenced by a Notification of Construction Completion executed by the Architect.

***Construction Manager*** - A person, persons, firm, partnership or corporation, regularly engaged in the management of construction projects, and so designated by the Owner.

***Consultant*** - A person, persons, firm, partnership or corporation providing Architectural, Engineering or other professional services, and so designated by the Owner.

***Contract*** - The agreement between the Owner and the Contractor consisting of the Contract Documents including all amendments and supplements thereto.

***Contract Documents*** - The Contract, Notice to Bidders, Bid Checklist, Bid Terms and Conditions, Contractor Reference Sheet, Contract Terms and Conditions, Bid Analysis Form, Affirmative Action Form, Change Order Form, Contractors Trade Payment Breakdown, Safety EHS Plan, Prevailing Wage Schedule, Information for Bidders, Form of Bid, General Conditions, General Requirements, Bonds, Drawings, Specifications, Addenda, Change Orders and any supplementary data together with all provisions of law deemed to be inserted in the Contract or incorporated by reference.

***Contractor*** - A person, persons, firm, partnership or corporation with whom the Contract is entered into by the Owner to perform the Work.

***Extra Work*** - Any work in addition to the Work initially required to be performed by the Contractor pursuant to the Contract.

***Furnish*** - To deliver to the site ready for installation.

***Install*** - To unload at the delivery point at the Site and perform every operation necessary to establish secure mounting and correct operation at the proper location.

***Owner*** – The Fashion Institute of Technology and/or its auxiliary corporations, as applicable.

***Owner's Representative*** - A person, persons, firm, partnership or corporation so designated by the Owner.

***Project*** - Work at the Site(s) carried out pursuant to one or more sets of Contract Documents.

***Provide*** - To Furnish and Install complete in place and ready for operation and use.

***Shop Drawings*** - Diagrams, fabrication drawings, illustration, schedules, test data, performance charts, cuts brochures and other data which are submitted by the Contractor to the Architect and illustrate any portion of the Work. These drawings and data are reviewed and acted upon by the architect.

***Site*** - The area within the Contract limit, as indicated by the Contract.

***Subcontract*** - An agreement between the Contractor and Subcontractor for work on the Site.

***Subcontractor*** - A person, persons, firm, partnership or corporation under contract with the Contractor, or under contract with any subcontractor, to provide labor and material at the Site.

***Substantial Completion*** - Stage of construction at which the Architect determines there is a minimal amount of the Work to be completed, or Work to be corrected.

***Work*** - The performance of all obligations imposed upon the Contractor by the Contract.

## **ARTICLE 2 -- CONTRACT DOCUMENTS**

### **Section 2.01 - Captions**

The table of contents, titles, captions, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect the interpretation of the provisions to which they refer.

### **Section 2.02 - Conflicting Conditions**

Should any provision in any of the Contract Documents be in conflict or inconsistent with any of the General Conditions or Supplements thereto, the General Conditions or Supplements thereto shall govern.

### **Section 2.03 - Notice and Service Thereof**

Any notice to the Contractor from the Owner relative to any part of the Contract shall be in writing and service considered complete when said notice is mailed to the Contractor at the last address given by the Contractor, or when delivered in person to said Contractor or the Contractor's authorized representative.

## **Section 2.04 - Nomenclature**

Materials, equipment or other Work described in words which have a generally accepted technical or trade meaning shall be interpreted as having said meaning in connection with the Contract.

## **Section 2.05 - Invalid Provisions**

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

# **ARTICLE 3 -- INTERPRETATION OF CONTRACT DOCUMENTS**

## **Section 3.01 – Owner/Architect**

- A. The Owner's representative/Architect shall give all orders and directions contemplated under the Contract relative to the execution of the Work. The Architect shall determine the amount, quality, acceptability of the Work and shall decide all questions which may arise in relation to said Work. The Owner's estimates and decisions shall be final except as otherwise expressly provided. In the event that any question arises between the Owner and Contractor concerning the Contract, the decision of the Owner shall be a condition precedent to the right of the Contractor to receive any money or payment under the Contract.
- B. Any differences or conflicts concerning performance which may arise between the Contractor and other contractors performing Work for the Owner shall be adjusted and determined by the Owner's representative.
- C. The Owner may act through a representative designated by the Owner.

## **Section 3.02 - Meaning and Intent of Contract Documents**

The meaning and intent of all Contract Documents shall be as interpreted by the Architect.

### **Section 3.03 - Order of Preference**

- A. Figured dimensions shall take precedence over scaled dimensions. Larger scale drawings shall take precedence over smaller scale drawings. Latest addenda shall take precedence over previous addenda and earlier dated drawings and specifications.
- B. Should a conflict occur in or between or among any parts of the Contract Documents that are entitled to equal preference, the better quality or greater quantity of material, of the more specific compared to the general, shall govern, unless the Architect/Owner's representative directs otherwise.
- C. Drawings and specifications are complementary. Anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown on the drawings, shall have the same effect as if shown or mentioned in both.

## **ARTICLE 4 -- MATERIALS AND LABOR**

### **Section 4.01 - Contractor's Obligations**

- A. The Contractor shall, in a good workmanlike manner, perform all the Work required by the Contract Documents within the time specified in the Contract.
- B. The Contractor shall Furnish, erect, maintain, and remove such construction plant and such temporary Work as may be required for the performance of its work. The Contractor shall be responsible for the safety, efficiency and adequacy of the Contractor's plant, appliances and methods, and for damage which may result from failure or improper construction, maintenance or operation of said plant, appliances and methods. The Contractor shall comply with all terms of the Contract, and shall, carry on and complete the entire Work to the satisfaction of the Owner.
- C. Any labor, materials or means whose employment or utilization during the course of this Contract may tend to or in any way cause or result in strike, work stoppages, delays, suspension of Work or similar troubles by workmen employed by the Contractor, its subcontractors or material suppliers, or by any of the trades working in or about the buildings and premises where Work is being performed under this Contract, or by other contractors, their subcontractors or material suppliers pursuant to other contracts shall not be allowed. Any violation by the Contractor of this requirement may in the sole judgment of the Owner be considered as proper and sufficient cause for declaring the Contractor to be in default, and for the Owner to take action against the Contractor as set forth in the General Conditions Article entitled "Termination" or such other action as the Owner may deem proper.

## **Section 4.02 - Contractor's Title to Materials**

- A. No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by any other party. The Contractor warrants that the Contractor has full, good and clear title to all materials and supplies used by the Contractor in the Work, or resold to the Owner pursuant to the Contract free from all liens, claims or encumbrances.
- B. All materials, equipment and articles which become the property of the Owner shall be new unless specifically stated otherwise.

## **Section 4.03 - "Or Equal" Clause**

- A. Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue number or make, said identification is intended to establish a standard. Any material, article or equipment of other manufacturers and vendors which performs satisfactorily the duties imposed by the general design may be considered equally acceptable provided that, in the opinion of the Architect/Engineer, the material, article or equipment so proposed is of equal quality, substance and function and the Contractor shall not Provide, Furnish or Install any said proposed material, article or equipment without the prior written approval of the Architect/Engineer. The burden of proof and all costs related thereto concerning the "or equal" nature of the substitute item, whether approved or disapproved, shall be borne by the Contractor.
- B. Where the Architect/Engineer, pursuant to the provisions of this Section, approves a product proposed by the Contractor and said proposed product requires a revision of the Work covered by this Contract, or the Work covered by other contracts, all changes to the Work of all contracts, revision or redesign, and all new drawings and details required therefore shall be provided by the Contractor at the cost of the Contractor and shall be subject to the approval of the Consultant.
- C. No substitution will be permitted which may result in a delay to the Project.

## **Section 4.04 - Quality, Quantity and Labeling**

- A. The Contractor shall Furnish materials and equipment of the quality and quantity specified in the Contract.
- B. When materials are specified to conform to any standard, the materials delivered to the Site shall bear manufacturer's labels stating that the materials meet said standards.

- C. The above requirements shall not restrict or affect the Owner's right to test materials as provided in the Contract.
- D. The Contractor shall develop and implement quality control plans to assure itself and the Owner that all Work performed by the Contractor and its Subcontractors complies fully with all Contract requirements, and shall submit the plans to the Owner as required by the Contract. See Submittals Section of the General Requirements. The Contractor's quality control plans shall be independent of any testing or inspection performed by or on behalf of the Owner.

## **ARTICLE 5 -- CONTRACTOR**

### **Section 5.01 - Supervision by Contractor**

- A. The Contractor shall provide full-time competent supervision for the duration of the Contract; during the course of on-site work the Contractor shall provide a full-time on-site superintendent who shall have full authority to act for the Contractor at all times. The Superintendent shall be able to read, write and speak English fluently, as well as communicate with the workers.
- B. If at any time the supervisory staff is not satisfactory to the Owner, the Contractor shall, if directed by the Owner, immediately replace such supervisory staff with other staff satisfactory to the Owner.
- C. The Contractor shall remove from the Work any employee of the Contractor or of any Subcontractor when so directed by the Owner.

### **Section 5.02 - Representations of Contractor**

The Contractor represents and warrants:

- A. That it is financially solvent and is experienced in and competent to perform the Work, and has the staff, equipment, subcontractors and suppliers available to complete the Work within the time specified for the Contract price.
- B. That it is familiar with all Federal, State or other laws, ordinances, orders, rules and regulations that may in any way affect the Work.
- C. That any temporary and permanent Work required by the Contract can be satisfactorily constructed, and that said construction will not injure any person or damage any property.
- D. That it has carefully examined the Contract and the Site of the Work and that, from the Contractor's own investigations and through the bid process and requirements is satisfied as to the nature and materials likely to be encountered, the character of equipment and other facilities needed

for the performance of the Work, the general and local conditions and all other materials or items which may affect the Work.

- E. That it is satisfied that the Work can be performed and completed as required in the Contract, and warrants that it has not been influenced by any oral statement or promise of the Owner or the Consultant.

### **SECTION 5.03 – COPIES OF CONTRACT DOCUMENTS FOR CONTRACTORS**

- A. The Owner shall furnish to the Contractor, without charge, up to five (5) copies of Contract Documents.
- B. Any sets in excess of the number mentioned above may be furnished to the Contractor at the cost of reproduction and mailing or delivery.

### **SECTION 5.04 - MEETINGS**

The Contractor shall attend all meetings as directed by the Owner or the Owner's Representative.

### **SECTION 5.05 – RELATED WORK**

To ascertain the relationship of its work to all Work required by the Contract Documents, the Contractor shall examine the Contract Documents for Work of its Contract and any related work of other contracts.

### **SECTION 5.06 – ERRORS OR DISCREPANCIES**

The Contractor shall examine the Contract thoroughly before commencing the Work and report in writing any errors or discrepancies to the Owner or the Owner's Representative within five (5) days of discovery.

## **ARTICLE 6 -- SITE CONDITIONS**

### **SECTION 6.01 – SUBSURFACE OR SITE CONDITIONS FOUND DIFFERENT**

- A. The Contractor acknowledges that the Contract amount set forth in its bid includes such provisions which the Contractor deems proper for all Site



conditions the Contractor could reasonably anticipate encountering as indicated in the Contract or from the Contractor's inspection and examination of the Site prior to submission of bids.

## **SECTION 6.02 – VERIFYING DIMENSIONS AND CONDITIONS**

- A. The Contractor shall take all measurements and verify all dimensions and conditions at the Site before proceeding with the Work. If said dimensions or conditions are found to be in conflict with the Contract, the Contractor immediately shall refer said conflict to the Architect in writing. The Contractor shall comply with any revised Contract Documents.
- B. During the progress of Work, the Contractor shall verify all field measurements prior to fabrication of building components or equipment and proceed with the fabrication to meet field conditions.
- C. The Contractor shall consult all Contract Documents to determine exact location of all Work and verify spatial relationships of all Work. Any question concerning said location or spatial relationships may be submitted in a manner approved by the Architect.
- D. Special locations for equipment, pipelines, ductwork and other such items of Work, where not dimensioned on plans, shall be determined in consultation with other affected contractors.
- E. The Contractor shall be responsible for the proper fitting of the Work in place.

## **SECTION 6.03 - SURVEYS**

Unless otherwise expressly provided in the Contract, the Owner shall furnish the Contractor all surveys of the property necessary for the Work, but the Contractor shall lay out the Work.

## **ARTICLE 7 -- INSPECTION AND ACCEPTANCE**

### **SECTION 7.01 – ACCESS TO THE WORK**

The Owner, the Owner's Representative, and the architect shall at all times have access to the Work and the Contractor shall provide proper facilities for said access.

### **SECTION 7.02 – NOTICE FOR TESTING**

If the Contract Documents, the Owner's instructions, laws, rules, ordinances or regulations require that any Work be inspected or tested, the Contractor shall give the Architect and/or Owner's representative a minimum of three (3) work days written notice of readiness of the Work for inspection or testing and the date fixed for said inspections or testing.

### **SECTION 7.03 – REEXAMINATION OF WORK**

Reexamination of any part of the Work may be ordered by the Owner, and if so ordered, the Work must be uncovered by the Contractor. If said Work is found to be in accordance with the Contract, the Owner shall pay the cost of reexamination. If said Work is not found to be in accordance with the Contract, the Contractor shall pay the cost of reexamination and replacement.

### **SECTION 7.04 – INSPECTION OF WORK**

All Work, all materials whether or not incorporated in the Work, all processes of manufacture and all methods of construction shall be, at all times and places, subject to the inspection of the Owner or the Owner's Representative or the architect, and the Architect shall be the final judge of the quality and suitability of the Work, materials, processes of manufacture and methods of construction for the purposes for which said Work, materials, processes of manufacture and methods of construction are used. Any Work not approved by the Architect shall be reconstructed, made good, replaced or corrected immediately by the Contractor including all Work of other contractors destroyed or damaged by said removal or replacement. Rejected material shall be removed immediately from the Site. Acceptance of material and workmanship by the Owner shall not relieve the Contractor from the Contractor's obligation to replace all Work which is not in compliance with the Contract.

## **SECTION 7.05 – DEFECTIVE OR DAMAGED WORK**

If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the Work damaged or not performed in accordance with the Contract, the compensation to be paid to the Contractor shall be reduced by an amount which, in the judgment of the Owner, shall be deemed to be equitable.

## **SECTION 7.06 - TESTING**

All materials and equipment used in the Work shall be subject to inspection and testing in accordance with accepted standards to establish conformance with specifications and suitability for uses intended, unless otherwise specified in the Contract. If any Work shall be covered or concealed without the approval or consent of the Architect, said Work shall, if required by the Architect, be uncovered for examination. Any inspection by the Architect or by a testing laboratory on behalf of the Owner does not relieve the Contractor of the responsibility to maintain quality control of materials, equipment and installation to conform to the requirements of the Contract. If any test results are below specified minimums, the Architect may order additional testing. The cost of said additional testing, any additional professional services required, and any other expenses incurred by the Owner as a result of said additional testing shall be at the Contractor's expense. The Owner may deduct such costs from moneys due the Contractor.

## **SECTION 7.07 - ACCEPTANCE**

No previous inspection shall relieve the Contractor of the obligation to perform the Work in accordance with the Contract. No payment, either partial or full, by the Owner to the Contractor shall excuse any failure by the Contractor to comply fully with the Contract Documents. The Contractor shall remedy all defects and deficiencies, paying the cost of any damage to other Work resulting therefrom.

## **ARTICLE 8 -- CHANGES IN THE WORK**

### **SECTION 8.01 - CHANGES**

- A. Without invalidating the Contract, the Owner/Architect may order Extra Work or make changes by altering, adding to, or deducting from the Work, the Contract consideration being adjusted accordingly. No claims for Extra Work shall be allowed unless such Extra Work is ordered in writing by the Owner/Architect. No changes in the Work shall be made unless such Work is ordered in writing by the Owner/Architect or Owner's Representative. If the time for completion is affected by this change, the revised time for completion shall be included in the change order. The Owner may order the Contractor to perform the Extra Work and proceed under the Dispute Article.

- B. The amount by which the Contract consideration is to be increased or decreased by any change order may be determined by the Owner by one or more of the following methods:
1. By applying the applicable unit price or prices contained in the Contract.
  2. By estimating the fair and reasonable cost of the Extra Work:
    - a. Labor, including all wages, required wage supplements and insurance required by law, paid to employees below the rank of superintendent directly employed at the Site. Wages are the prevailing rate of wages defined in the Contract Documents and supplemental updates.
    - b. Premiums or taxes paid by the Contractor for worker's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.
    - c. Materials
    - d. Equipment, excluding hand tools, which in the judgment of the Owner, would have been or will be employed in the Work. It is the duty of the Contractor to utilize either rented or self-owned equipment that is of a nature and size appropriate for the Work to be performed. The Owner reserves the right to determine reasonable and appropriate equipment sizing, and at the Owner's discretion, to adjust the costs allowed to reflect a smaller or less elaborate piece of equipment more suitable for performance of the Extra Work.
  3. By determining the actual cost of the Extra Work in the same manner as in Article 8, Section 8.01, Subsection B. 2. except that the actual costs of the Contractor shall be used in lieu of estimated costs.
- C. The Owner shall have the option of determining by which method the Contractor shall proceed with said Extra Work. Wages are the prevailing rate of wages defined in the Contract Documents and supplemental updates. The Contractor shall submit a signed and notarized Labor Rate Worksheet(s) to the Owner to be used to determine hourly rates for various classifications of workers. The Contractor agrees to provide documentation verifying costs and calculations at the Owner's request.

- D. Regardless of the method used by the Owner in determining the value of a change order, the Contractor shall, within the time-frame given by the Owner, submit to the Owner or Owner's Representative a detailed breakdown of the Contractor's estimate of the value of the omitted or Extra Work.
- E. Unless otherwise specifically provided for in a change order, the compensation specified therein for Extra Work includes full payment for the Extra Work covered thereby, and the Contractor waives all rights to any other compensation for said Extra Work, damage or expense.
- F. The Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner shall give the Owner access to all accounts and records relating thereto, including records of subcontractors and material suppliers.
- G. Increased bonding costs for the Work which may result from Owner issued Changes in the Work will be addressed by the Owner at the completion of the Project Work upon submission of satisfactory proof of Contractor's increased cost.
- H. Increased contractual liability insurance premium costs which may result from changes in the Work will be addressed by the Owner at the completion of the Work upon submission of satisfactory proof of Contractor's increased cost.

## **SECTION 8.02 – OVERHEAD AND PROFIT ALLOWANCE**

A. See Example A for changes in the Work performed directly by the Contractor, whether a base cost is arrived at by estimated cost or actual cost method; add to base cost a sum equal to twenty percent. See Exceptions - Paragraphs “D” and “E”.

### **Example A:**

Contractor base cost	\$1,000
20% overhead and profit	<u>200</u>
Total	\$1,200

B. See Example B for changes in the Work performed by a Subcontractor under contract with the Contractor, where estimated or actual cost is Ten Thousand Dollars (\$10,000.00) or less; add to the base cost a sum equal to twenty percent of cost, for the benefit of the Subcontractor. For the benefit of the Contractor; add an additional sum equal to ten percent of the Subcontractor's base cost.

### **Example B:**

Subcontractor base cost	\$1,000
20% Subcontractor overhead and profit	<u>200</u>
Subcontractor Total	\$1,200
10% Contractor overhead and profit on base cost	<u>100</u>
Total	\$1,300

C. See Example C for changes in the Work performed by a Subcontractor, under contract with the Contractor, which exceeds a base cost of Ten Thousand Dollars (\$10,000) in estimated or actual cost; add to the base cost a sum equal to twenty percent of cost for the benefit of the Subcontractor. For the benefit of the Contractor; add an additional sum equal to ten percent of the first Ten Thousand Dollars (\$10,000) of the Subcontractor's base cost, plus five percent of the next Ninety Thousand Dollars (\$90,000) of the Subcontractor's base cost, plus three percent of any sum in excess of One Hundred Thousand Dollars (\$100,000) of the Subcontractor's base cost.

**Example C:**

Subcontractor base cost	\$200,000
20% Subcontractor overhead and profit	<u>40,000</u>
Subcontractor Total	\$240,000
10% Contractor overhead and profit on first \$10,000 base cost	1,000
5% on next \$90,000 base cost	4,500
3% on base cost over \$100,000	<u>3,000</u>
Total	\$248,500

D. See Example D for overhead and profit on major equipment such as: switchgear, transformers, air handling units, boilers, etc. For extra equipment purchases by the Contractor or Subcontractors which exceeds a base cost of Ten Thousand dollars (\$10,000) in estimated or actual cost; add to the base cost for the benefit of the Contractor a sum equal to ten percent of the first Ten Thousand dollars (\$10,000) of the vendor's base cost plus five percent of the next Ninety Thousand dollars (\$90,000) of the vendor's base cost, plus three percent of any sum in excess of One Hundred Thousand dollars (\$100,000) of the vendor's base cost. If the equipment is supplied by the Subcontractor, the Contractor is entitled to a maximum of ten (10) percent of the first Ten Thousand dollars (\$10,000) of the base cost.

**Example D:**

Vendor base cost	\$200,000
10% Contractor or Subcontractor overhead and profit on first \$10,000 base cost	1,000
5% on next \$90,000 base cost	4,500
3% on base cost over \$100,000	<u>3,000</u>
Contractor or Subcontractor Total	\$208,500
10% Contractor overhead and profit on first \$10,000 base cost when equipment is supplied by the Subcontractor, no other mark-up allowed	<u>1,000</u>
Total	\$209,500

E. See Example E for overhead and profit on a material only Change Order. For increased material purchases by the Contractor or Subcontractors which exceed a base cost of Ten Thousand dollars (\$10,000) in estimated or actual costs; add to the base cost for the benefit of the Contractor a sum equal to ten percent of the first Ten Thousand dollars (\$10,000) of the supplier's cost plus five percent of the next Ninety Thousand dollars (\$90,000) of the supplier's cost, plus three percent of any sum in excess of One Hundred Thousand dollars (\$100,000) of the supplier's cost. If the material is supplied by the Subcontractor, the Contractor is entitled to a maximum of ten (10) percent of the first Ten Thousand dollars (\$10,000) of the base cost.

**Example E:**

Material cost (net difference between original contract and revised)	\$200,000
10% Contractor or Subcontractor overhead and profit on first \$10,000 base cost	1,000
5% on next \$90,000 base cost	4,500
3% on base cost over \$100,000	<u>3,000</u>
Contractor or Subcontractor Total	\$208,500
10% Contractor overhead and profit on first \$10,000 base cost when material is supplied by the Subcontractor, no other mark-up allowed	1,000
Total	\$209,500

F. Other than the overhead and profit described in General Conditions Section 7.02A, no further overhead and profit will be allowed for changes to the Work performed by a Subcontractor under Subcontract with the Contractor or for major equipment or material supplier determined to be an affiliate of or controlled by the Contractor. An affiliate is considered any firm or entity in which the Contractor or any individual listed on the Contractor's NYS Vendor Responsibility Questionnaire either owns 5% or more of the shares of, or is one of the five largest shareholders, a director, officer, member, partner or proprietor of said Subcontractor, major equipment or material supplier; a controlled firm is any firm or entity which, in the opinion of the Owner, is controlled by the Contractor or any individual listed on the Contractor's NYS Vendor Responsibility Questionnaire.

1. The Owner, in its sole and exclusive discretion, will determine if a firm or entity is an affiliate of or controlled by the Contractor.

G. No overhead and profit shall be paid for changes in the Work performed by a Subcontractor not under Subcontract with the Contractor. No overhead and profit shall be paid on the premium portion of overtime pay. Where the changes in the Work involve both an increase and a reduction in similar or related Work, the overhead and profit allowance shall be applied only to the cost of the increase that exceeds the cost of the reduction.

## **SECTION 8.02A – DEDUCT CHANGE ORDER**

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a decrease in the Contract amount shall be as determined by the Owner. The credit shall include the overhead and profit allocable to the deleted or changed Work unless the Owner, in its sole and exclusive discretion, determines otherwise.

## **SECTION 8.03 – FORM OF CHANGE ORDERS**

All Change Orders shall be processed, executed and approved on AIA document G701, which is included herein and made part of the Contract Documents. No alteration to this form shall be acceptable to the Owner and no payment for Extra Work shall be due the Contractor unless it executes a Change Order on said form.

## **ARTICLE 9 -- TIME OF COMPLETION**

### **SECTION 9.01 – TIME OF COMPLETION**

- A. The Work shall be commenced at the time stated in the Owner's written notice to proceed, and shall be completed no later than the time of completion specified in the Contract Documents. Notwithstanding anything to the contrary, a schedule submitted by the Contractor showing a time of completion earlier than that specified in the Contract shall not entitle the Contractor to any additional compensation in the event the earlier time of completion is not realized.
- B. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the time for completion of the Work, as specified in the Contract Documents, is an essential and material condition of the Contract.
- C. The Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as shall insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the Work described herein is a reasonable time for completion of the same.
- D. If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the Owner, the Contractor agrees to pay to the Owner for loss of beneficial use of the structure an amount specified in the Contract, not as a penalty, but as liquidated damages, for each and every calendar day that the Contractor is in default. Default shall include abandonment of the Work by the Contractor.
- E. Said amount of liquidated damages is agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the Owner would sustain for loss of beneficial use of the structure in the event of delay in completion, and said amount is agreed to be the amount of damages sustained by the Owner and said amount may be retained from time to time by the Owner.



F. It is further agreed that time is of the essence for each and every portion of the Work. In any instance in which additional time is allowed for the completion of any Work, the new time of completion established by said extension shall be of the essence. The Contractor shall not be charged with liquidated damages or any excess cost if the Owner determines that the Contractor is without fault and that the delay in completion of the Work is due:

1. to an unforeseeable cause beyond the control and without the fault of, or negligence of the Contractor, and approved by the Owner, including, but not limited to, acts of God or of public enemy, acts of the Owner, fires, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather; and
2. to any delays of Subcontractors or suppliers occasioned by any of the causes specified in Subsections 1. of this paragraph.

The Contractor shall, within ten (10) days from the beginning of any such delay, notify the Owner, in writing, of the causes of the delay.

G. The time for completion can be extended only by Change Order approved by the Owner and may be extended for:

1. all of the Work, or
2. only that portion of the Work altered by the Change Order.

H. The foregoing liquidated damages are intended to compensate the Owner only for the loss of beneficial use of the structure. In addition, the Contractor shall be liable to the Owner for whatever actual damages (other than actual loss of beneficial use) the Owner may incur as a result of any actions or inactions of the Contractor or its Subcontractors including, without limitation, interest expense and carrying costs, liabilities to other Contractors working on the project or other third parties, job extension costs and other losses incurred by the Owner. The provisions of this paragraph are for the exclusive use of the Owner, and shall not accrue to other contractors or third parties.

## **ARTICLE 10 -- TERMINATION OR SUSPENSION**

### **SECTION 10.01 – TERMINATION FOR CAUSE**

In the event that any provision of the Contract is violated by the Contractor or by any Subcontractor, the Owner may serve written notice upon the Contractor and upon the Contractor's surety, if any, of the Owner's intention to terminate the Contract; such notice shall contain the reasons for the intention to terminate the Contract upon a date specified by the Owner. If the violation or delay shall not cease or arrangements satisfactory to the Owner shall not be made, the Contract shall terminate upon the date so specified by the Owner. In the event of any such termination, the Owner may take over the Work and prosecute same to completion by Contract or otherwise for the account and at the expense of the Contractor, and the Contractor and Contractor's surety shall be liable to the Owner for all costs occasioned the Owner thereby. In the event of such termination the Owner may take possession of and may utilize such materials, appliances and plant as may be on the Site and necessary or useful in completing the Work.

### **SECTION 10.02 – TERMINATION FOR CONVENIENCE OF OWNER**

The Owner, at any time, may terminate the Contract in whole or in part. Any such termination shall be effected by delivering to the Contractor a notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which the termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from the termination. The Owner shall pay the Contractor for Work of the Contract performed by the Contractor and accepted by the Owner for the period extending from the date of the last approved Application for Payment up to the effective date of the termination, including retainage. In no event shall the Contractor be entitled to compensation in excess of the total consideration of the Contract. . In the event of such termination the Owner may take over the Work and prosecute the Contract to completion and may take possession of and may utilize such materials, appliances, and equipment as may be on the Site and necessary or useful in completing the Work.

### **SECTION 10.03 – OWNER'S RIGHT TO DO WORK**

The Owner may, after notice to the Contractor, without terminating the Contract and without prejudice to any other right or remedy the Owner may have, perform or have performed by others all of the Work or any part thereof and may deduct the cost thereof from any moneys due or to become due the Contractor.

## **SECTION 10.04 – SUSPENSION OF WORK**

- A. The Owner may order the Contractor in writing to suspend, delay or interrupt performance of all or any part of the Work for a reasonable period of time as the Owner may determine. The order shall contain the reason or reasons for issuance which may include but shall not be limited to the following: latent field conditions, substantial program revisions, acquisition of rights of way or real property, financial crisis, labor disputes, civil unrest or acts of God.
- B. Upon receipt of a suspension order, the Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.
- C. The Contractor specifically agrees that such suspension, interruption or delay of the performance of the Work pursuant to this Article shall not increase the cost of performance of the Work of this Contract.
- D. Time for completion of the Work may be extended to such time as the Owner determines shall compensate for the time lost by the suspension, interruption or delay, such determination to be set forth in writing.

## **ARTICLE 11 -- DISPUTES**

### **SECTION 11.01 – CLAIMS FOR EXTRA WORK**

- A. If the Contractor claims that any Work which the Contractor has been ordered to perform will be Extra Work, or that any action or omission of the Owner is contrary to the terms and provisions of the Contract and will require the Contractor to perform Extra Work the Contractor shall:
  - 1. Promptly comply with said order.
  - 2. File with the Owner and the architect within fifteen (15) working days after being ordered to perform the Work claimed by the Contractor to be Extra Work or within fifteen (15) working days after commencing performance of the Work, whichever date shall be earlier, or within fifteen (15) working days after the said action or omission on the part of the Owner occurred, a written notice of the basis of the Contractor's claim, including estimated cost, and request for a determination thereof.

3. Proceed diligently, pending and subsequent to the determination of the Owner with respect to any said disputed matter, with the performance of the Work in accordance with all instructions of the Owner.
- B. No claim for Extra Work shall be allowed unless the same was done pursuant to a written order of the Owner. The Contractor's failure to comply with any or all parts of this Article shall be deemed to be:
1. a conclusive and binding determination on the part of the Contractor that said order, Work, action or omission does not involve Extra Work and is not contrary to the terms and provisions of the Contract,
  2. a waiver by the Contractor of all claims for additional compensation or damages as a result of said order, Work, action or omission.
- C. The value of claims for Extra Work, if allowed, shall be determined by the methods described in the Contract.

## **SECTION 11.02 – CLAIMS FOR DELAY**

No claims for increased costs, charges, expenses or damages of any kind shall be made by the Contractor against the Owner for any delays or hindrances from any cause whatsoever; provided that the Owner, in the Owner's discretion, may compensate the Contractor for any said delays by extending the time for completion of the Work as specified in the Contract.

## **SECTION 11.03 – FINALITY OF DECISIONS**

- A. Any decision or determination of the Architect, Owner or the Owner's Representative shall be final, binding and conclusive on the Contractor unless the Contractor shall, within ten (10) working days after said decision, make and deliver to the Owner a verified written statement of the Contractor's contention that said decision is contrary to a provision of the Contract. The Owner shall determine the validity of the Contractor's contention. Pending the decision of the Owner, the Contractor shall proceed in accordance with the original decision.
- B. Wherever it is required in the Contract that an application must be made to the Owner or a determination made by the Owner, the decision of the Owner on said application or the determination of the Owner under the Contract shall be final, conclusive and binding upon the Contractor unless the Contractor, within ten (10) working days after receiving notice of the Owner's decision or determination, files a written statement with the Owner that the Contractor reserves the Contractor's rights in connection with the matters covered by said decision or determination.

## **ARTICLE 12 -- SUBCONTRACTS**

### **SECTION 12.01 – SUBCONTRACTING**

- A. The Contractor may utilize the services of Subcontractors subject to the bid terms and conditions.
- B. The Contractor shall submit to the Owner, in writing, the name of each proposed Subcontractor as required by the Contract or earlier when requested. The Owner reserves the right to disapprove any proposed Subcontractor. Such disapproval shall not result in additional cost to the Owner.
- C. The Contractor shall be fully responsible for the Work, acts and omissions of Subcontractors, and of persons either directly or indirectly employed by Subcontractors.
- D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors.
- E. The Contractor's use of Subcontractors shall not diminish the Contractor's obligation to complete the Work in accordance with the Contract Documents. The Contractor shall control and coordinate the work of Subcontractors.
- F. Nothing contained in the Contract or any subcontract shall create any contractual relationship between Subcontractors and the Owner.

## **ARTICLE 13 -- CONTRACT COORDINATION AND COOPERATION**

### **SECTION 13.01 – COOPERATION WITH OTHER CONTRACTORS**

- A. During the progress of the Work, other contractors may be engaged in performing work. The Contractor shall coordinate the Contractor's Work with the work of said other contractors in such a manner as the Owner may direct.
- B. If the Owner shall determine that the Contractor is failing to coordinate the Work with the work of other contractors as the Owner has directed:
  - 1. the Owner shall have the right to withhold any payments due under the Contract until the Owner's directions are complied with by the Contractor; and
  - 2. the Contractor shall assume the defense and pay on behalf of the Owner any and all claims or judgments or damages and from any costs or damages to which the Owner may be subjected or which the Owner may suffer or incur by reason of the Contractor's failure to promptly comply with the Owner's directions.
- C. If the Contractor notifies the Owner, in writing, that another contractor on the Site is failing to coordinate the work of said contractor with the Work, the Owner shall investigate the charge. If the Owner finds it to be true, the Owner shall promptly issue such directions to the other contractor with respect thereto as the situation may require. The Owner shall not be liable for any damages suffered by the Contractor by reason of the other contractor's failure to promptly comply with the directions so issued by the Owner, or by reason of another contractor's default in performance.
- D. Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the Owner or through any act or omission of any Subcontractor of said other contractor, the Contractor shall have no claim against the Owner for said damage.
- E. Should any other contractor having or which shall have a contract with the Owner sustain damage through any act or omission of the Contractor or through any act or omission of a Subcontractor, the Contractor shall reimburse said other contractor for all said damages and shall indemnify and hold the Owner harmless from all said claims.

- F. The Owner cannot guarantee the responsibility, efficiency, unimpeded operations or performance of any Contractor. The Contractor acknowledges these conditions and shall bear the risk of all delays including, but not limited to, delays caused by the presence or operations of other contractors and delays attendant upon any construction schedule approved by the Owner and the Owner shall not incur any liability by reason of any delay.

## **SECTION 13.02 – SEPARATE CONTRACTS**

- A. The Owner may award other contracts, work under which may proceed simultaneously with the execution of the Work. The Contractor shall coordinate the Contractor's operations with those of other contractors as directed by the Owner. Cooperation shall be required in the arrangements for access, the storage of material and in the detailed execution of the Work.
- B. The Contractor shall keep informed of the progress and workmanship of other contractors and any Subcontractors and shall notify the Owner in writing immediately of lack of progress or defective workmanship on the part of other contractors or subcontractors, where said delay or defective workmanship may interfere with the Contractor's operations.
- C. Failure of a Contractor to keep so informed and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of said progress and workmanship as being satisfactory for proper coordination with the Work.
- D. Where the Contractor shall perform Work in close proximity to work of other contractors or subcontractors, or where there is evidence that Work of the Contractor may interfere with work of other contractors or subcontractors, the Contractor shall assist in arranging space conditions to make satisfactory adjustment for the performance of said work and the Work. If the Contractor performs work in a manner which causes interference with the work of other contractors or subcontractors, the Contractor shall make changes necessary to correct the condition.

## **SECTION 13.03 – COORDINATED COMPOSITE DRAWINGS**

The Contractor shall prepare coordinated composite scale reproducible drawings and sections, on reproducible paper, clearly showing how the Work of the Contractor is to be performed in relation to work of other contractors or subcontractors.

## **ARTICLE 14 -- PROTECTION OF RIGHTS, PERSONS AND PROPERTY**

### **SECTION 14.01 – ACCIDENT PREVENTION**

The Contractor shall, at all times, take every precaution against injuries to persons or damage to property and for the safety of persons on or about the Site or engaged in the performance of the Work.

### **SECTION 14.02 – SAFETY PROGRAMS**

The Contractor shall be responsible for the initiation, maintenance and supervision of safety precautions and programs in connection with the Work.

### **SECTION 14.03 – PROTECTION OF WORK AND PROPERTY**

- A. The Contractor shall, at all times, guard the Owner's property from injury or loss in connection with the Work. The Contractor shall, at all times, guard and protect the Contractor's Work, and adjacent property. The Contractor shall replace or make good any said loss or injury unless said loss or injury is caused directly by the Owner.
- B. The Contractor shall have full responsibility to protect and maintain all materials and supplies on and off site in proper condition and forthwith repair, replace and make good any damage thereto until construction completion. The Contractor shall maintain an inventory of all materials and supplies for the Project that are delivered to the Site or approved for off-site storage facilities.
- C. The Contractor shall report any loss, theft, burglary, vandalism or damage of materials or installed work to the Owner by phone and fax as soon as it is discovered. If vandalism, theft, or burglary are suspected as the cause of the loss, the Contractor shall notify site security personnel and the municipal police. The Contractor shall also protect the place of the loss until released from protection by the Owner or the Owner's Representative. The Contractor shall insure that no potential evidence relating to the loss is removed from the place of the loss.



## **SECTION 14.04 – ADJOINING PROPERTY**

The Contractor shall protect all adjoining property and shall repair or replace any said property damaged or destroyed during the progress of the Work.

## **SECTION 14.05 – RISKS ASSUMED BY THE CONTRACTOR**

- A. The Contractor solely assumes the following distinct and several risks whether said risks arise from acts or omissions, whether supervisory or otherwise, of the Owner, of any Subcontractor, of third persons or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the execution of the Work, whether said risks are within or beyond the control of the Contractor and whether said risks involve any legal duty, primary or otherwise, imposed upon the Owner, excepting only risks which arise from faulty designs as shown by the plans and specifications or from the negligence of the Owner or the Owner's members, officers, representatives or employees that caused the loss, damage or injuries hereinafter set forth:
1. The risk of loss or damage, includes direct or indirect damage or loss, of whatever nature to the Work or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Owner, the Construction Manager, the Contractor or any Subcontractor, material or workmen performing services or furnishing materials for the Work. The Contractor shall bear said risk of loss or damage until construction completion or until completion or removal of said plant, equipment, tools, materials or property from the Site and the vicinity thereof, whichever event occurs last. In the event of said loss or damage, the Contractor immediately shall repair, replace or make good any said loss or damage.
  2. The risk of claims, just or unjust, by third persons against the Contractor or the Owner and the Construction Manager on account of wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising or alleged to arise out of or as a result of or in connection with the performance by the Contractor of the Work, whether actually caused by or resulting from the performance of the Work, or out of or in connection with the Contractor's operations or presence at or in the vicinity of the Site. The Contractor shall bear the risk for all deaths, injuries, damages or losses sustained or alleged to have been sustained prior to the construction completion of the Work. The Contractor shall bear the risk for all deaths, injuries, damages or losses sustained or alleged to have been sustained resulting from the Contractor's negligence or alleged negligence which is discovered, appears or is manifested after acceptance by the Owner.

3. The Contractor assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever, including death resulting therefrom, to all persons, whether employees of the Contractor or otherwise, and to all property, caused by, resulting from, arising out of or occurring in connection with the execution of the Work. If any person shall make said claim for any damage or injury, including death resulting therefrom, or any alleged breach of any statutory duty or obligation on the part of the Owner, the Owner's Representative, Construction Manager, servants and employees, the Contractor shall assume the defense and pay on behalf of the Owner, the Owner's Representative, the Construction Manager, servants and employees, any and all loss, expense, damage or injury that the Owner, the Owner's Representative, Construction Manager, servants and employees, may sustain as the result of any claim, provided however, the Contractor shall not be obligated to indemnify the Owner, the Owner's Representative, Construction Manager, servants and employees for their own negligence, if any. The Contractor agrees to assume, and pay on behalf of the Owner and the Owner's Representative, Construction Manager, servants and employees, the defense of any action at law or equity which may be brought against the Owner and the Owner's Representative, Construction Manager, servants and employees. The assumption of defense and liability by the Contractor includes, but is not limited to the amount of any legal fees associated with defending, all costs of investigation, expert evaluation and any other costs including any judgment or interest or penalty that may be entered against the Owner and the Owner's Representative, Construction Manager, servants and employees, in any said action.
  4. The Contractor is advised that the Work required under this Contract may impose certain obligations and requirements mandated by the U.S. Department of Labor Occupational Safety and Health Administration regulations, Title 29 CFR Part 1926.62 Lead Exposure in Construction, relative to the potential exposure to lead by its employees. The Contractor assumes entire responsibility and liability for complying fully in all respects with these regulations.
- B. The Contractor's obligations under this Article shall not be deemed waived, limited or discharged by the enumeration or procurement of any insurance for liability for damages. The Contractor shall notify its insurance carrier within twenty four (24) hours after receiving a notice of loss or damage or claim from the Owner.

The Contractor shall make a claim on its insurer specifically under the provisions of the contractual liability coverages and any other coverages afforded the Owner including those of being an additional insured where applicable.

- C. Neither Final Acceptance of the Work nor making any payment shall release the Contractor from the Contractor's obligations under this Article. The enumeration elsewhere in the Contract of particular risks assumed by the Contractor or of particular claims for which the Contractor is responsible shall not be deemed to limit the effect of the provisions of this Article or to imply that the Contractor assumes or is responsible for only risks or claims of the type enumerated; and neither the enumeration in this Article nor the enumeration elsewhere in the Contract of particular risks assumed by the Contractor of particular claims for which the Contractor is responsible shall be deemed to limit the risks which the Contractor would assume or the claims for which the Contractor would be responsible in the absence of said enumerations.

Upon the conclusion of any action, proceeding or lawsuit, should a final binding determination of responsibility be made which allocates responsibility to the Owner, or the Owner's members, officers, employees or representatives, the Owner agrees that the obligation to indemnify and hold harmless shall not be applicable to the portion of any uninsured money judgment for which the Owner is responsible, and the Owner agrees to pay the Contractor the percentage of uninsured defense costs which the Contractor incurred based upon an apportionment of the Owner's allocated responsibility.

The Contractor agrees that any claim or costs of the Owner and/or Construction Manager arising from obligations in this Article and/or Article 15 shall be set off or deducted from payments due the Contractor.

## **ARTICLE 15--INSURANCE AND CONTRACT SECURITY**

### **SECTION 15.01 – INSURANCE PROVIDED BY CONTRACTOR**

- A. The Contractor shall procure and maintain all of the insurance required under this Article until all Work, including punch list items, is complete.

The Contractor shall provide insurance as follows:

1. Workers' Compensation and Employers Liability Insurance
  - a. Statutory Workers' Compensation (including occupational disease)

- b. Employers Liability (with a minimum limit of \$1,000,000) New York Statutory Endorsement
- 2. Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least \$2,000,000 per occurrence & aggregate. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Coverage shall provide and encompass the following:

- a. Written on an occurrence form;
  - b. Endorsement naming the following as additional insureds: The Fashion Institute of Technology, its auxiliary corporations, the State University of New York, the New York City Department of Education and the City and State of New York, the Construction Manager (if applicable) and other entities specified.
  - c. Policy or policies must be endorsed to be primary as respects the coverage afforded the Additional Insureds and such policy shall be primary to any other insurance maintained by the Owner. Any other insurance maintained by the Owner shall be excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the "other insurance" clause contained in the Owner's own policy of insurance.
- 3. Commercial Automobile Liability and Property Damage Insurance covering all owned, leased, hired and non-owned vehicles used in connection with the Work with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.
- 4. Umbrella/excess liability insurance with limits of:
  - \$5,000,000 per occurrence
  - \$5,000,000 general aggregate

- B. Before commencement of Work, the Contractor shall submit to the Owner for approval two (2) Certificates of Insurance, indicating the Project. Certificates shall provide thirty (30) days' written notice prior to the cancellation, non-renewal, or material modification of any policy. Upon request, the Contractor shall furnish the Owner and the Construction Manager with certified copies of each policy. In addition, where applicable, the Contractor shall provide copies of Certificates of Insurance to the Construction Manager.

Certificates shall be forwarded to Owner in care of:

Sam Li  
Purchasing Deputy Director  
FIT Purchasing  
333 Seventh Avenue, 15<sup>th</sup> Floor  
New York, NY 10001

Certificate(s) of Insurance, when submitted to the Owner, constitutes a warranty by the Contractor that the insurance coverage described is in effect for the policy term shown.

Should the Contractor engage a Subcontractor, the same conditions as are applicable to the Contractor under these insurance requirements shall apply to each Subcontractor of every tier. Proof thereof shall be supplied to the Owner at the address listed above.

- C. All insurance required to be procured and maintained must be procured from insurance companies licensed to do business in the State of New York and rated at least B+ by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner.
- D. Should the Contractor fail to provide or maintain any insurance required by this Contract, the Owner may, after providing written notice to the Contractor, purchase insurance complying with the requirements of this Article and charge back such purchase to the Contractor.
- E. At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth above, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the Owner. Any delay or time lost as a result of the Contractor not having insurance required by this Article shall not give rise to a delay claim or any other claim against the Owner or the Client.
- F. Notwithstanding any other provision in this Article, the Owner may require the Contractor to provide, at the expense of the Owner, any other form or limit of insurance necessary to secure the interests of the Owner.
- G. The Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Additional Insureds or their

agents and employees responsible for any losses; and the Additional Insureds, their agents and employees shall have no such liability.

- H. Neither the procurement nor the maintenance of any type of insurance by the Owner, the Contractor or the Construction Manager shall in any way be construed or deemed to limit, discharge, waive or release the Contractor from any of the obligations or risks accepted by the Contractor or to be a limitation on the nature or extent of said obligations and risks.

## **SECTION 15.01A – OTHER INSURANCE PROVIDED BY CONTRACTOR**

Railroad Protective Liability insurance: If any Work of the Contract is to be performed on or within fifty (50) feet of a railroad property or railroad right of way or will require entrance upon railroad property or right of way or will require assignment of a railroad employee, the Contractor shall provide and maintain a Railroad Protective Liability policy with the policy limits required by the owner(s) of the railroad, including the MTA. For purposes of this paragraph, a subway is a railroad. The policy form shall be ISO-RIMA or an equivalent form approved by the owner(s) of the railroad. The railroad owner(s) shall be the named insured on the policy and the definition of “physical damage to property” shall mean direct and accidental loss of or damage to all property of any named insured and all property in any named insured’s care, custody, or control. If the Contractor shall provide a Railroad Protective Liability insurance policy, the Contractor and any Subcontractor performing on or within fifty (50) feet of railroad property or railroad right of way or entering railroad property or right of way or requiring assignment of a railroad employee shall have their CGL insurance policy endorsed to delete the exclusion of coverage for Work within fifty (50) feet of railroad property.

## **SECTION 15.02 – GENERAL CONFORMANCE**

**The Contractor and Subcontractors shall not violate, or be permitted to violate, any term or condition of their insurance policies, and shall at all times satisfy the safety requirements of the Owner and of the insurance companies issuing such policies.**

## **SECTION 15.03 – CONTRACT SECURITY**

The Contractor shall furnish a surety bond in an amount at least equal to one hundred (100%) of the Contract price as security for the faithful performance of the Contract and also labor and material bond in the form set forth in the Contract in an amount at least equal to one hundred (100%) of the Contract price for the payment of all persons performing labor or providing materials in connection with the Work. The surety on said bond shall be a surety company authorized to do business in the State of New York and shall be rated at least B+ by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner.

## **SECTION 15.04 – ADDITIONAL OR SUBSTITUTE BOND**

If at any time the Owner shall become dissatisfied with any surety or sureties upon the performance bond, or the labor and material payment bond, or if for any other reason said bonds shall cease to be adequate security to the Owner, the Contractor shall, within five (5) days after notice from the Owner to do so, substitute an acceptable bond or bonds in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on said bond or bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond or bonds to the Owner.

## **SECTION 15.05 – FAILURE TO COMPLY WITH PROVISIONS OF ARTICLE 15**

The Contract may, at the sole option of the Owner, be declared void and of no effect if the Contractor fails to comply with the provisions of Article 15.

## **ARTICLE 16 -- USE OR OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER**

### **SECTION 16.01 – OCCUPANCY PRIOR TO ACCEPTANCE**

NOT APPLICABLE

## **ARTICLE 17 -- PAYMENT**

### **SECTION 17.01 – PROVISION FOR PAYMENT**

- A. The Owner may make a partial payment to the Contractor on the basis of an approved estimate of the Work performed during each preceding business month. The Owner shall retain ten percent (10%) of the amount of each said estimate.

The Contractor shall submit a detailed Contract Payment Breakdown prior to the Contractor's first application for payment. The model contract payment breakdown included in the Contract Documents shall establish the minimum level of detail required for the Contractor's payment breakdown. It is understood and the Contractor acknowledges that this model is included as an administrative tool for

the purpose of illustrating a format and minimum level of detail required for the Contract Payment Breakdown and shall not be considered as delineating the Contractor's Scope of Work. The Owner may request further and more detailed Contract Payment Breakdown. Further, the Owner reserves the right to accept only those cost distributions which, in the Owner's opinion, are reasonable, equitably balanced and correspond to the estimated quantities in the Contract Documents.

No payment shall be made by the Owner until the Contract Payment Breakdown is approved by the Owner.

Each monthly partial payment requisition must include Affirmative Action Form AAP 7.0, Contractor's Compliance Report, properly executed, as a condition precedent to requisition payment by the Owner.

- B. In preparing estimates for partial payment, material delivered to the Site and properly stored and secured at the Site, and Material approved to be stored off-site under such conditions as the Owner shall prescribe may be taken into consideration. All costs related to the storage of materials are the sole responsibility of the Contractor.

The Owner will provide an Agreement for Materials Stored Off-Site and specific forms which the Contractor must complete and submit with any request for approval of partial payment for such material. Required information includes but is not limited to: a general description of the material; a detailed list of the materials; a pre-approved storage area; segregation and identification of the material; insurance covering full value against all risks of loss or damage, with non-cancellation provision; immediate replacement agreement in event of loss or damage; agreement to pay the expense of all inspections of the material; ownership provisions; delivery guarantee; project completion statement; bill of sale, releases, and inventory.

- C. Any partial payment made shall not be construed as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.
- D. After the Owner has determined Substantial Completion of the Work, the Contractor shall submit to the Owner, for the Owner's approval, a detailed estimate of the value of the known remaining items of Work as set forth by the Owner and a schedule of completion for said items of Work. The Owner shall review that estimate and make the final determination.

The Owner, when all the Work is substantially complete, shall pay to the Contractor the balance due the Contractor pursuant to the Contract, less:

1. two (2) times the value of any remaining items of Work to be completed or corrected; and
2. an amount necessary to satisfy any and all claims, liens or judgments against the Contractor.

As the remaining items of Work are completed and accepted by the Owner, the



Owner shall pay the appropriate amount pursuant to the duly completed and submitted monthly requisitions.

The list of remaining Work items may be expanded to include additional items of corrective or completion Work until final acceptance as certified by the Owner's execution of "Notification of Construction Completion". Appropriate payments may be withheld to cover the value of these items pursuant to this Section.

- E. All Monthly Requisitions submitted by the Contractor shall be on AIA documents G702 and G703. The Contractor shall furnish such affidavits, vouchers and receipts as to delivery and payment for materials as required by the Owner to substantiate each and every payment requested. The Contractor and its Subcontractors will submit with all applications for payment copies of the certified payrolls and certification of payment of wage supplements in a form satisfactory to the Owner. The submission of Contractor and Subcontractor certified payrolls is required at least monthly. No progress payments will be processed without submission by the Contractor of properly executed Affidavit of Payment and Release of Liens (AIA Documents G706 and G706A)."

## **Section 17.02 - Acceptance of the First Payment Pursuant to Section 17.01 D. of the Contract Constitutes Release**

The acceptance by the Contractor of the first payment pursuant to Section 17.01 D. shall be and shall operate as a release to the Owner of all claims by and all liability to the Contractor for all things in connection with the Work and for every act and neglect of the Owner and others relating to or arising out of the Work. No payment, final or otherwise, shall operate to release the Contractor or the Contractor's sureties from any obligations under this Contract or the performance or labor and material payment bonds.

## **SECTION 17.03 – RELEASE AND CONSENT OF SURETY**

Notwithstanding any other provision of the Contract Documents to the contrary, the first payment pursuant to Section 17.01 D. shall not become due until the Contractor submits to the Owner a General Release and a Consent of Surety to said payment pursuant to Section 17.01 D., both in form and content acceptable to the Owner.

## **SECTION 17.04 - LIENS**

Upon the Owner's receipt of a lien, a sum which shall be one and one-half (1 1/2) times the amount stated to be due in the notice of lien shall be deducted from the current payment due the Contractor. This sum shall be withheld until the lien is discharged.

## **SECTION 17.05 – WITHHOLDING OF PAYMENTS**

- A. The Owner may withhold from the Contractor any part of any payment as may, in the judgment of the Owner, be necessary:
  - 1. to assure payment of just claims of any persons supplying labor or materials for the Work;
  - 2. to protect the Owner from loss due to defective Work not remedied; or
  - 3. to protect the Owner, Construction Manager or Consultant from loss due to failure to defend, loss due to injury to persons or damage to the Work or property of other contractors, Subcontractors or others caused by the act or neglect of the Contractor or Subcontractors.
  - 4. to assure payment of fines and penalties which may be imposed on the Contractor pursuant to the provisions of this Contract.
- B. The Owner shall have the right to apply any such amounts so withheld, in such manner as the Owner may deem proper to satisfy said claims, fines and penalties or to secure said protection. Said application of the money shall be deemed payments for the account of the Contractor.
- C. The provisions of this Article 17 are solely for the benefit of the Owner, and any action or non-action hereunder by the Owner shall not give rise to any liability on the part of the Owner.

## **SECTION 17.06 – OWNER’S RIGHT TO AUDIT AND INSPECTION OF RECORDS**

The Contractor shall maintain and keep, for a period of at least six (6) years after the date of final payment, all records and other data relating to the Work, including records of Subcontractors and material suppliers. The Owner or the Owner's Representative shall have the right to inspect and audit all records and other data of the Contractor, Subcontractors and material suppliers relating to the Work.

## **SECTION 17.07 – FALSE STATEMENTS/INFORMATION**

- A. False statements, information or data submitted on or with applications for payment may result in one or more of the following actions:
  - 1. Termination of the Contract for cause;
  - 2. Disapproval of future bids or contracts and sub-contracts;
  - 3. Withholding of final payment on the Contract; and
  - 4. Civil and/or criminal prosecution.

- B. These provisions are solely for the benefit of the Owner, and any action or non-action hereunder by the Owner shall not give rise to any liability on the part of the Owner.

## **ARTICLE 18 -- TAX EXEMPTION**

### **SECTION 18.01 – TAX EXEMPTION**

- A. The Owner is exempt from payment of Federal, State, local taxes and sales and compensating use taxes of the State of New York and of cities and counties on all materials and supplies incorporated into the completed Work. These taxes are not to be included in bids. This exception does not apply to tools, machinery, equipment or other property leased by or to the Contractor or a Subcontractor, or to supplies and materials which, even though they are consumed, are not incorporated into the completed Work, and the Contractor and Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on said leased tools, machinery, equipment or other property and upon all said unincorporated supplies and materials.
- B. The Contractor and Subcontractors shall obtain any and all necessary certificates or other documentation from the appropriate governmental agency or agencies, and use said certificates or other documentation as required by law, rule or regulation.

## **ARTICLE 19 -- GUARANTEE**

### **SECTION 19.01 - GUARANTEE**

The Contractor shall in all respects guarantee the Work to the Owner and be responsible for all material, equipment and workmanship of the Work. The Contractor shall forthwith repair, replace or remedy in a manner approved by the Owner, any said material, equipment, workmanship, or other part of the Work found by the Owner to be defective or otherwise faulty and not acceptable to the Owner, which defect or fault appears during the minimum period of one (1) year, or such longer period as may be prescribed by the Contract, from the date of Construction Completion or any part thereof, by the Owner. The Contractor shall also pay for any damage to the Work resulting from said defect or fault.

## **ARTICLE 20 -- STANDARD PROVISIONS**

### **SECTION 20.01 – PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted therein and the Contract shall read and shall be enforced as though so included therein.

## **SECTION 20.02 – COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

The Contractor shall comply fully with all applicable laws, rules and regulations.

## **SECTION 20.03 – LAW GOVERNING THE CONTRACT**

The Contract shall be governed by the laws of the state of New York.

## **SECTION 20.04 - ASSIGNMENT**

The Contractor shall not assign the Contract in whole or in part without prior written consent of the Owner. If the Contractor assigns all or part of any moneys due or to become due under the Contract, the instrument of assignment shall contain a clause substantially to the effect that the Contractor and assignee agree that the assignee's right in and to any moneys due or to become due to the Contractor shall be subject to all prior claims for services rendered or materials supplied in connection with the performance of the Work.

## **SECTION 20.05 – NO THIRD PARTY RIGHTS**

Nothing in the Contract shall create or shall give to third parties any claim or right of action against the Owner, the Fashion Institute of Technology, the State University of New York, Board of Education of the City of New York, the City or State of New York and the Construction Manager beyond such as may legally exist irrespective of the Contract.

## **SECTION 20.06 – CONTRACT DEEMED EXECUTORY**

The Contractor agrees that the Contract shall be deemed executory to the extent of moneys available and that no liability shall be incurred by the Owner beyond the moneys available therefore.

## **SECTION 20.07 – ANTI-RIOT PROVISIONS**

- A. The Contractor agrees that no part of the Contract funds shall be used to make payments, give assistance, or supply services, in any form, to any individual convicted in any Federal, State or local court of competent jurisdiction for inciting, promoting, or carrying on a riot or engaging in any group activity resulting in material damage to property or injury to persons found to be in violation of Federal, State or local laws designed to protect persons or property.
- B. The Contractor and each Subcontractor shall notify their employees of all rules and

regulations adopted pursuant to Article 129-A of the Education Law of the State of New York. Notices containing the text of the aforementioned rules and regulations shall be posted by the Contractor at the Site.

## **SECTION 20.08 – DOMESTIC STEEL**

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

## **SECTION 20.09 – PROTECTION OF LIVES AND HEALTH**

- A. Each Contractor and Subcontractor shall comply with all applicable provisions of the laws of the State of New York, the United States of America and with all applicable rules and regulations adopted or promulgated by agencies or municipalities of the State of New York or the United States of America. The Contractor's and Subcontractor's attention is specifically called to the applicable rules and regulations, codes and bulletins of the New York State Department of Labor and to the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended.
- B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment of Work under the Contract, and shall immediately notify the Owner in writing of any injury which results in hospitalization or death. The Contractor shall provide to the Owner a copy of Form C-2, Employers Report of Injury/Illness within twenty- four (24) hours of any job related injury on the Owner's job site. Further, a copy of the OSHA Log of Injury and Illness shall also be provided to the Owner for any reporting period in which a job related injury or illness is recorded. The Contractor shall also provide a list of witnesses to the Owner. The list shall include at least the full name, home address, occupation and telephone number of each person who saw or has knowledge of the incident which caused the injury or illness.
- C. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the Contractor's Work, plant, appliances and methods, and for any damage which may result from the failure or the improper construction, maintenance or operation of such Work, plant, appliances and methods.
- D. If, in the performance of the Work, a harmful hazard is created for which appliances or methods of elimination have been approved by regulatory authorities, the Contractor shall install, maintain and operate said appliances or methods.
- E. The Owner may impose a payment penalty on the Contractor for any act of non-compliance with this section. The payment penalty shall not exceed one twentieth

- (1/20) of the Contract price or a maximum of One Thousand Dollars (\$1,000.00) for each time the Contractor fails to perform or to provide the information, reports or forms required in this section. This payment penalty is not exclusive, the Owner may avail itself of any other contractual remedy available.
- F. The Owner, Owner's Representative, or Architect may inspect the Site at any time without notice to the Contractor. If the Owner or its representatives find that the Contractor is not complying with Section 20.10 A or any other provision of Section 20.10, the Owner may send written notice to the Contractor to correct any deficiency. Upon re-inspection, if the Owner finds the deficiencies have not been corrected, or in instances where a safety violation (s) must be corrected before Work continues and the Contractor is given three (3) hours to make correction (s) and they are not made, the Owner may let a separate contract to correct any deficiencies and back charge the cost of the separate contract to the Contractor at a premium rate. The Contractor cannot pass these additional charges on to the Owner. No action taken under this section shall be deemed as a basis for any delay claim or any other claim against the Owner by the Contractor.
- G. The Contractor shall preserve and safeguard the scene of an accident involving a ladder, scaffold, mobile machinery, equipment, safety railing or uncovered floor opening or any other incident where the injured person required emergency medical treatment. The Contractor shall "tape off" the area, and not allow any material object or property to be altered, changed, moved or removed from the accident site. In addition to "taping off" the accident site, the Contractor shall telephone and send a facsimile or email to Owner immediately, and post a person at the accident site to protect it. Safeguarding and protecting the accident site shall only be abandoned by the Contractor upon release by the Owner or the Owner's Representative. Failure of the Contractor to comply with the provisions of this paragraph shall be deemed a breach of this Contract. In addition to any other contractual remedies available, the Owner may satisfy the breach by imposing the penalties set out in paragraph 20.10 E or void the entire Contract and retain any or all amounts due the Contractor under this Contract.

## **SECTION 20.10 – PROHIBITED INTERESTS / ETHICAL CONDUCT**

- A. No officer, employee, architect, attorney, engineer, inspector or consultant of or for the Owner authorized on behalf of the Owner to exercise any legislative, executive, administrative, supervisory or other similar functions in connection with the Contract or the Work, shall become personally interested, directly or indirectly, in the Contract, material supply contract, subcontract, insurance contract, or any other contract pertaining to the Work.
- B. The Owner strongly discourages the Contractor from offering or giving anything of value to employees of the Owner under circumstances which may constitute, or even suggest, impropriety. Contractor, or its agents, shall not directly or indirectly offer or give any gift whether in the form of money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise, or in any other form, to an employee or any representatives of the Owner.
- C. To promote a working relationship with the Owner based on ethical business practices, the Contractor shall:
- furnish all goods, materials and services to the Owner as contractually required and specified,
  - submit complete and accurate reports to the Owner and its representatives as required,
  - not seek, solicit, demand or accept any information, verbal or written, from the Owner or its representatives that provides an unfair advantage over a competitor,
  - not engage in any activity or course of conduct that restricts open and fair competition on Owner-related projects and transactions,
  - not engage in any course of conduct with Owner employees or its representatives that constitutes a conflict of interest, in fact or in appearance, and
  - not offer or give any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- D. The Owner encourages the Contractor to advance and support ethical business conduct and practices among its directors, officers and employees, through the adoption of corporate ethics awareness training programs and written codes of conduct.
- E. Although the Contractor may employ relatives of Owner's employees, the Owner must be made aware of such circumstances as soon as possible, in writing, to ensure a conflict of interest situation does not arise. The Owner reserves the right to request that the Contractor modify the work assignment of a relative of an Owner's

employee or representative where a conflict of interest, or the appearance thereof, is deemed to exist.

- F. The Contractor may hire former employees of the Owner. However, as a general rule, former employees of the Owner may neither appear nor practice before the Owner, nor receive compensation for services rendered on a matter before the Owner, for a period of *two (2) years* following their separation from service with the Owner. In addition, former employees of the Owner are subject to a “*lifetime bar*” from appearing before the Owner or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the Owner.
- G. The Contractor agrees to notify Stephen Tuttle, Esq., the Owner’s attorney, at (212) 217-4030 of any activity by an employee of the Owner that is inconsistent with the contents of this Section.
- H. Any violation of these provisions shall justify termination of this Contract and may result in Owner’s rejection of the Contractor’s bids or proposals for future contracts.

## **SECTION 20.11 – STATE AND FEDERAL LABOR LAW PROVISIONS**

- A. Although the Work of this Contract is not public work, the Owner intends that all applicable provisions of the Labor Law of the State of New York shall be carried out in the performance of the Work.
- B. The Contractor specifically agrees to comply with Labor Law, Sections 220 and 220-d as amended, that:
  - 1. no laborer, workman or mechanic, in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the Work contemplated by the Contract shall be permitted or required to work more than eight (8) hours in any one (1) calendar day and more than five (5) days in any one week, except in the extraordinary emergencies set forth in the Labor Law;
  - 2. the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law;
  - 3. the minimum hourly rate of wage to be paid and supplement provided shall be not less than that stated in the Contract and as shall be designated by the Industrial Commissioner of the State of New York; and
  - 4. the Contractor and every Subcontractor shall post in a prominent and accessible place on the Site, a legible statement of all minimum wage rates and supplements to be paid or provided for the various classes of laborers and mechanics to be engaged in the Work and all deductions, if any,



required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

- C. The minimum wage rates, if any, herein specified for apprentices shall apply only to persons working with the tools of the trade which such persons are learning under the direct supervision of journeyman mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the Contractor or any Subcontractor shall not exceed the number permitted by the applicable standards of the New York State Department of Labor, or, in the absence of such standards, the number permitted under the usual practice prevailing between the unions and the employers' association of the respective trades or occupations.
- D. All employees of the Contractor and each Subcontractor shall be paid in accordance with the provisions of the Labor Law. Certified payroll copies shall be provided to the Owner as specified in these General Conditions and otherwise upon request.
- E. The Contractor agrees that, in case of underpayment of wages to any worker engaged in the Work by the Contractor or any Subcontractor, the Owner shall withhold from the Contractor out of payments due an amount sufficient to pay such worker the difference between the wages required to be paid under the Contract and the wages actually paid such worker for the total number of hours worked, and that the Owner may disburse such amount so withheld by the Owner for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amount to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the Owner pursuant to other provisions of the Contract.
- F. Pursuant to subdivision 3 of section 220 and section 220-d of the Labor Law the Contract shall be forfeited and no sum paid for any Work done thereunder upon a Contractor's or Subcontractor's second conviction for willfully paying or providing less than:
  - 1. the stipulated wage scale or supplement as established by the fiscal officer, or
  - 2. less than the stipulated minimum hourly wage scale as designated by the Industrial Commissioner.
- G. Pursuant Labor Law, Section 220-e, the Contractor specifically agrees:
  - 1. That in the hiring of employees for the performance of Work under the Contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, but limited to operation performed within the territorial limits of the State of New York, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Work to which the employment relates;

2. That no Contractor, Subcontractor, nor any person on behalf of such Contractor or Subcontractor shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the Contract on account of race, creed, color, disability, sex or national origin;
3. That there may be deducted from the amount payable to the Contractor, by the Owner under the Contract, a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms of the Contract; and
4. That the Contract may be canceled or terminated by the Owner and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract, or when one final determination involves the falsification of payroll records or the kickback of wages and/or supplements.

H. The Contractor specifically agrees:

1. That the Contractor shall certify its payrolls and keep these certified records on site and available, and provide copies to the Owner upon request.
2. That the Contractor shall provide each worker with a written notice informing the worker of the prevailing wage requirements for the job. The notice shall contain a simple statement or declaration for the worker's

## **SECTION 20.12 - NONDISCRIMINATION**

During the performance of the Work, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion/creed, color, sex, sexual orientation, gender, gender identity/expression, national origin, age, disability, marital status, or any other protected category.
- B. If directed to do so by the Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers with which the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses A through G (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these nondiscrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these nondiscrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commissioner of Human Rights of such failure or refusal.
- C. If directed to do so by the Commissioner of Human Rights, the Contractor shall post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses A and B and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.
- D. The Contractor shall state, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability or marital status.
- E. The Contractor shall comply with the provisions of Section 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these nondiscriminatory clauses and such sections of the Executive Law, and will permit access to the Contractor's books, records and accounts by the State Commissioner for the purposes of investigation to ascertain compliance with these nondiscrimination clauses and such sections of the Executive Law and Civil Rights Law.

- F. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these nondiscrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these nondiscrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these nondiscrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor and an opportunity has been afforded the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
- G. The Contractor shall include the provisions of clauses A through F above in every subcontractor purchase order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operation to be performed within the State of New York. The Contractor shall take such action in enforcing such provisions of such Subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for noncompliance. If the Contractor becomes involved in or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Attorney General, requesting the Attorney General to intervene and to protect the interests of the State of New York.

## **SECTION 20.13 – LIMITATION ON ACTIONS**

No action or proceeding shall lie in favor of or shall be maintained by the Contractor against the Owner unless such action shall be commenced within six (6) months after receipt by the Owner of the Contractor's final requisition or, if the Contract is terminated by the Owner, unless such action is commenced within six (6) months after the date of such termination.

## **SECTION 20.14 – WAIVER OF REMEDIES**

Inasmuch as the Contractor can be compensated adequately by money damages for any breach of the Contract which may be committed by the Owner, the Contractor agrees that no default, act or omission of the Owner shall constitute a material breach of Contract entitling the Contractor to cancel or rescind the same or to suspend or abandon performance thereof; and the Contractor hereby waives any and all rights and remedies to which the Contractor might otherwise be or become entitled to because of any wrongful act or omission of the Owner saving only the Contractor's right to money damages.

## **SECTION 20.15 – WAIVER OF CERTAIN CAUSES OF ACTION**

No action or proceeding shall lie or shall be maintained by the Contractor, nor anyone claiming under or through the Contractor, against the Owner upon any claim arising out of or based upon the Contract, relating to the giving of notices or information.

## **SECTION 20.16 – CONTRACTOR RELATIONSHIP**

The relationship created by the Contract between the Owner and the Contractor is one of an independent contractor and it is no way to be construed as creating an agency relationship between the Owner and the Contractor nor is it to be construed as, in any way or under any circumstances, creating or appointing the Contractor as an agent of the Owner for any purpose whatsoever.

## **SECTION 20.17 – FAILURE TO COMPLY WITH THIS ARTICLE**

The Contract shall be void and of no effect unless the Contractor complies with the provisions of this Article 20.

## **SECTION 20.18 – YEAR 2000 WARRANTY**

SECTION DELETED

## **SECTION 20.19 – FALSE RECORDS/KICKBACKS**

The Contractor agrees that this Contract may be canceled or terminated for cause by the Owner and all moneys due or to become due hereunder may be forfeited upon the Owner's determination that the Contractor has submitted false records to the Owner and/or that the Contractor has participated in the kickback of wages. Said determination by the Owner must first allow the Contractor an opportunity to show why its Contract should not be canceled or terminated for cause for said actions.

## **ARTICLE 21- COOPERATION WITH INVESTIGATIONS**

The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by the Owner or any other duly authorized representative of the Owner ("Representative").

The Contractor shall grant the Owner or the Representative the right to examine all books, records, files, accounts, computer records, documents and correspondence, including electronically-stored information, in the possession or control of the Contractor, its subsidiaries and affiliated companies and any other company directly or indirectly controlled by the Contractor, relating to the Contract. These shall include, but not be limited to: Subcontracts; bid files; payroll and personnel records; cancelled checks; correspondence; memoranda; reports; audits; vendor qualification records; original estimate files; change order/amendment estimate files; detailed worksheets; Subcontractor, consultant and supplier proposals for both successful and unsuccessful bids; back-charge logs; any records detailing cash, trade, or volume discounts earned; insurance proceeds, rebates or dividends received; payroll and personnel records; tax returns, and the supporting documentation for the aforesaid books and records.

At the Owner's or the Representative's request, said materials shall be provided in a computer readable format, where available. At the request of the Owner or the Representative, the Contractor shall execute such documents, if any, as are necessary to give the Owner or the Representative access to Contract-related books, documents or records which are, in whole or part, under control of the Contractor but not currently in the Contractor's physical possession. The Contractor shall not enter into any agreement with a Subcontractor, consultant or supplier, in connection with the Contract, that does not contain a right to audit clause in favor of the Owner. The Contractor shall assist the Owner or the Representative in obtaining access to past and present Subcontractor, consultant and supplier amendment/change order files (including detailed documentation covering negotiated settlements), accounts, computer records, documents, correspondence, and any other books and records in the possession of Subcontractors, consultants and suppliers pertaining to the Contract, and, if appropriate, enforce the right-to-audit provisions of such agreements.

The Contractor shall assist the Owner or the Representative in obtaining access to, interviews with, and information from all former and current persons employed and/or retained by the Contractor, for purposes of the Contract.

The Contractor shall require each Subcontractor to include in all agreements that the

Subcontractor may hereinafter enter into with any and all Subcontractors, consultants and suppliers, in connection with the Contract, a right-to-audit clause in favor of the Owner conferring rights and powers of the type outlined in this section. The Contractor shall not enter into any Subcontract with a Subcontractor in connection with the Contract that does not contain such a provision.

The Contractor shall not make any payments to a Subcontractor, consultant or supplier from whom the Contractor has failed to obtain and supply to the Owner or the Representative complete, accurate and truthful information in compliance with a request from the Owner or the Representative to the Contractor.

Any violation of the provisions of this Article shall justify termination of this Contract and may result in the Owner's rejection of the Contractor's bids or proposals for future contracts.

**SECTION VI.**

**LABOR & MATERIAL PAYMENT BOND**



## LABOR & MATERIAL PAYMENT BOND

### KNOW ALL BY THESE PRESENTS:

That \_\_\_\_\_  
(Here insert the name and address or legal title of the Contractor)

\_\_\_\_\_

as Principal, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_

(Here insert the legal title of Surety)

\_\_\_\_\_

(Address)

as Surety, hereinafter called Surety, are held and firmly bound unto The Fashion Institute of Technology, as applicable, as Obligee, hereinafter called Owner, for the use and benefit of the claimants as hereinbelow defined, in the amount of \_\_\_\_\_

\_\_\_\_\_ and /100 Dollars (\$\_\_\_\_\_)

**WHEREAS**, Principal has by written agreement dated \_\_\_\_\_

entered into a Contract with Owner for \_\_\_\_\_

\_\_\_\_\_

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

**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 Contract, then this obligation shall be void; otherwise such obligation shall remain in full force and effect, subject, however, to the following conditions:

1. 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 Contract, 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 Contract.
2. 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 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.

3. No suit or action shall be commenced hereunder by any claimant:
  - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the following: 1) the Principal, 2) the Owner, or 3) the Surety above named, within ninety (90) 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, Owner, or Surety, at any place where an office is regularly maintained by said Principal, Owner, or Surety for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.
  - b. After the expiration of one (1) year following the date on which Principal ceased work of said Contract, however, if any limitation embodied in this 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.
  - c. Other than in a State court of competent jurisdiction in and for the county or other political subdivision of the State in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The penal sum of this 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.
5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanics' Liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**IN THE PRESENCE OF:**

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(City, State, Zip)

Telephone (\_\_\_\_) \_\_\_\_\_

Fax No. \_\_\_\_\_

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION**

STATE OF \_\_\_\_\_) ss:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that (s)he resides at \_\_\_\_\_, that (s)he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP**

STATE OF \_\_\_\_\_)ss:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me personally came

\_\_\_\_\_, to me known and known to me to be a member of the firm \_\_\_\_\_, described in and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL**

STATE OF \_\_\_\_\_) ss:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and (s)he duly acknowledged that (s)he executed the same.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT OF SURETY**

STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that (s)he resides at \_\_\_\_\_, that (s)he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

**SECTION VII.**  
**PERFORMANCE BOND**

## PERFORMANCE BOND

### KNOW ALL BY THESE PRESENTS:

That \_\_\_\_\_  
(Here insert the name and address or legal title of the Contractor)

\_\_\_\_\_  
as Principal, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Here insert the legal title of Surety)

\_\_\_\_\_  
(Address)

as Surety, hereinafter called Surety, are held and firmly bound unto The Fashion Institute of Technology, as applicable, as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ /100 Dollars (\$ \_\_\_\_\_) 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 \_\_\_\_\_  
\_\_\_\_\_

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

1. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 2.1.
2. If there is no Owner default, the Surety's obligation under this Bond shall arise after:
  - 2.1 The Owner has notified the Contractor, the Surety at its address described in Paragraph 8. below that the Owner is considering declaring a Contractor in default.
  - 2.2 The Owner has declared a Contractor in default and formally terminated the Contractor's right to complete the Contract.

- 2.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a Contractor selected to perform the Contract in accordance with the terms of the Contract with the Owner.
3. When the Owner has satisfied the conditions of Paragraph 2 herein., the Surety shall, at the Owner's option, promptly and at the Surety's expense take on the following actions:
  - 3.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract; or
  - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, 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 bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 5. in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor default.
4. If the Surety does not proceed with reasonable promptness, the Surety shall be deemed to be in default on this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.
5. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 3.1, 3.2, or 3.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
  - 5.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
  - 5.2 Additional legal, design, professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 3.; and
  - 5.3 Liquidated Damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor. 3
6. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
7. The Surety hereby waives notice of any change, including changes of time, to the Contract

or to related subcontracts, purchase orders, and other obligations.

8. Notice of 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.
9. Definitions:
  - 9.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including 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.
  - 9.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 9.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 9.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

The penal sum of this 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.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which Final Payment is made under this Contract.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**IN THE PRESENCE OF:**

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Print Name and Title)



\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(City, State, Zip)

Telephone (\_\_\_\_) \_\_\_\_\_

Fax No. \_\_\_\_\_

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION**

STATE OF \_\_\_\_\_) ss:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that (s)he resides at \_\_\_\_\_, that (s)he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP**

STATE OF \_\_\_\_\_)ss:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be a member of the firm \_\_\_\_\_, described in and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL**

STATE OF \_\_\_\_\_) ss:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me personally

came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and (s)he duly acknowledged that (s)he executed the same.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT OF SURETY**

STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me personally came

\_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that (s)he resides at \_\_\_\_\_

\_\_\_\_\_, that (s)he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

**SECTION VIII.**  
**FORM OF BID**

## FORM OF BID

(Contract for Total of All Materials and Labor)

**The Fashion Institute of Technology**  
(Owner)

**For:**

The Fashion Institute of Technology is requesting Bids for the Work described in Section II. Bid Terms and Conditions, II. Summary of Scope of Work and as shown and described on the drawings and specifications provided with this document at the Fashion Institute of Technology's "\_\_\_\_\_ " located on 27<sup>th</sup> street campus. To be known from this point forward as the "\_\_\_\_\_ "

Pursuant to and in compliance with the Owner's advertisement for bids dated\_\_\_\_\_, 20\_\_ and the Contract Documents relating hereto, the undersigned hereby offers to provide all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to, the General Contracting and Electrical Work as required by, and in strict accordance with, the applicable provisions of the Contract Documents, as defined in the General Conditions, including changes thereto, and all of the addenda issued by the Owner and sent to the undersigned by facsimile transmission or delivered to the bidder prior to the date of opening of bids, whether received by the undersigned or not, for the total sum of

\_\_\_\_\_ Dollars  
(\$\_\_\_\_\_).

The Bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

If written notice of the acceptance of the Bid is sent to the undersigned by certified or registered mail or by facsimile transmission or delivered to the undersigned within ninety (90) days after the date of opening of the bids, or any time thereafter before the Bid is withdrawn, the undersigned shall, within eight (8) days after the date of such mailing, facsimile transmission, or delivery of such notice, execute and deliver a Contract in the Form of Contract included in the Contract Documents.

The undersigned hereby designates as the undersigned's office to which such notice of acceptance may be mailed, transmitted, or delivered as \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION IX.**  
**NON-COLLUSIVE**  
**BIDDING**  
**CERTIFICATION**

### **Non-collusive Bidding Certification**

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

1. The prices in the 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 prices which have been quoted in the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

(Signature and Title)

Dated: \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax No. (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_

(Taxpayer ID or Social Security Number)

### **ACKNOWLEDGEMENT OF BIDDER, IF A CORPORATION**

**STATE OF NEW YORK** \_\_\_\_\_ )  
**COUNTY OF** \_\_\_\_\_ ) ss:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_  
to me known, who, being by me duly sworn, did depose and say that (s)he resides at \_\_\_\_\_  
\_\_\_\_\_, that (s)he is the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, the corporation described in and which executed the above instrument;  
and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT OF BIDDER, IF A PARTNERSHIP**

**STATE OF NEW YORK**                    )  
**COUNTY OF** \_\_\_\_\_ ) ss:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_  
to me known and known to me to be a member of the firm \_\_\_\_\_  
\_\_\_\_\_, described in and who executed the foregoing instrument, and (s)he duly  
acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and  
purposes mentioned therein.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT OF BIDDER, IF AN INDIVIDUAL**

**STATE OF NEW YORK**                    )  
**COUNTY OF** \_\_\_\_\_ ) ss:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_  
to me known and known to me to be the person described in and who executed the foregoing  
instrument, and (s)he duly acknowledged that (s)he executed the same.

\_\_\_\_\_  
Notary Public

**SECTION X:**

**SUBSTITUTION FORM REQUEST**



# FASHION INSTITUTE OF TECHNOLOGY

## SUBSTITUTION REQUEST FORM

### 1.1 CONDITIONS OF SUBSTITUTIONS

- A. Substitution indicated on this Form is a proposed substitute to requirements indicated in the Contract Documents. Substitution listed has not been included in an Addendum. Submit one Form for each proposed substitution.
- B. For each proposed Substitution, state difference in price or "No Change" where Substitution is offered.
- C. Attach complete technical data, specifications, and description of substitutions.
- D. Architect reserves the right to accept or reject any or all proposed substitutions.

### 1.2 SUBSTITUTION REQUEST

The following information is hereby submitted for a substitution to the specified item.

Specification Section and Title: \_\_\_\_\_

Paragraph \_\_\_\_\_ Page \_\_\_\_\_ Specified Item \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Model No: \_\_\_\_\_

Price Difference: \_\_\_\_\_ or No Change \_\_\_\_\_

#### **The Undersigned certifies:**

- A. Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- B. Same warranty will be furnished for proposed substitution as for specified product.
- C. Same maintenance service and source of replacement parts, as applicable is available.
- D. Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- E. Proposed substitution does not affect dimensions and functional clearances.
- F. Payment will be made for changes to the building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

### **ARCHITECT'S REVIEW AND ACTION**

- ☐ Substitution Approved – Make submittals in accordance with General Requirements
- ☐ Substitution Approved As Noted – Make submittals in accordance with General Requirements.
- ☐ Substitution Rejected – Use specified materials.
- ☐ Substitution Request Received Too Late. Use specified materials.

Signed by: \_\_\_\_\_

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests  
☐ Reports ☐ Other \_\_\_\_\_

SUBSTITUTION REQUEST FORM

**SECTION XI.**  
**CONTRACT**

**TO BE SIGNED ONLY UPON AWARD**

## CONTRACT

This Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the \_\_\_\_\_, hereinafter referred to as the "**OWNER**" and \_\_\_\_\_ hereinafter referred to as the "Contractor", for Work at \_\_\_\_\_

**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 or nature whatsoever required and all other things necessary to complete in a proper and workmanlike manner the \_\_\_\_\_  
\_\_\_\_\_ in strict accordance with the Contract Documents as defined in the General Conditions (and of which a listing of specifications and drawings are attached hereto) and in strict accordance with such changes as are ordered and approved pursuant to the Contract, and shall perform all other obligations imposed on such Contractor by the Contract.
2. The Contractor agrees to perform all Work and labor required, necessary, proper for, or incidental to the Work, and to Furnish all supplies and materials required, necessary, proper for, or incidental to the Work for the total sum of \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_ .00), 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.
3. The Contractor shall commence Work on the Contract at a time to be specified in a written notice to proceed issued by the OWNER and complete the project no later than \_\_\_\_\_.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract the day and year first above written.

**Fashion Institute of Technology**

\_\_\_\_\_  
Sherry Brabham, VP of Finance

**F.I.T. Student Housing Corp.**

\_\_\_\_\_  
Sherry Brabham, Treasurer

\_\_\_\_\_  
(Name of Contractor)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

### **ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION**

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that (s)he resides at \_\_\_\_\_, that (s)he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

### **ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP**

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be a member of the firm \_\_\_\_\_, described in and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

\_\_\_\_\_  
Notary Public

### **ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL**

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and (s)he duly acknowledged that (s)he executed the same.

\_\_\_\_\_  
Notary Public

**SECTION XII.**  
**AFFIRMATIVE ACTION FORM**

# MONTHLY CONTRACTOR'S COMPLIANCE REPORT FORM AAP 7.0

## INSTRUCTION SHEET

ALL PAYMENT REQUISITION, CONTRACTOR AND PROJECT INFORMATION ON THE TOP PORTION OF THE FORM MUST BE COMOPLETELY FILLED OUT. PLEASE NOTE:

False statements, information or data submitted on or with application for payment may result in one or more of the following actions: Termination of Contract for cause; Disapproval of future bids, or contracts or subcontracts; Withholding of final payments on the contract; and Civil and/or criminal prosecution.

## PART B- PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

- 1) ALL FIRMS THAT YOU ARE UTILIZING ON THE JOB MUST BE LISTED EACH TIME **REGARDLESS** IF THEY ARE SCHEDULED TO RECEIVE PAYMENTS OUT OF THE PROCEEDS OF THE REQUISITION FOR PAYMENT.
- 2) All relevant information for each subcontractor and/or supplier must be filled in. This includes firm's complete name, address, phone number and Federal ID #. In addition, if the firm is a **NYS CERTIFIED MBEIWBE**, please indicate as such in the appropriate box.  
  
AS A REMINDER, ONLY THOSE FIRMS THAT HAVE NYS CERTIFICATION BY THE EMPIRE STATE DEVELOPMENT CORPORATION CAN BE COUNTED TOWARDS THE MBE/WBE GOAL ACHIEVEMENT FOR THE PROJECT.
- 3) The percentage of the job or purchases completed must be filled in and in addition, please indicate the number of change orders issued on any subcontract agreement or the number of purchase orders issued to date if purchasing supplies.
- 4) A description of the work being performed by a subcontractor or the type of supplies being purchased must be filled in.

## DEFINITIONS

**INTENDED PAYMENT:** This is the amount of money that you intend to pay to each firm with the money that you will receive from the accompanying requisition. **This is not** the amount that you intend to pay over the life of the contract.

**AMOUNT PAID TO DATE:** This is the amount of money that has **ACTUALLY** been paid to date from previous requisitions submitted. It does not include the amount that you intend to pay from this requisition. THIS AMOUNT WILL BE VERIFIED BY OUR OFFICE PRIOR TO CLOSE OUT OF THE JOB BY THE RECEIPT OF COPIES OF CANCELED CHECKS OR PAID INVOICES.

**CURRENT VALUE OF SUBCONTRACT:** This is the total value to date of any subcontract agreement that has been issued to the firm by your company. It should be inclusive of any change orders issued to the original contract. **NOTE:** THIS LINE IS FOR SUBCONTRACTOR INFORMATION ONLY. IF THE FIRM LISTED IS A SUPPLIER THAT YOU ARE PURCHASING SUPPLIES OR MATERIAL FROM, LEAVE BLANK AND GO TO THE NEXT LINE.

**TOTAL VALUE OF ALL PURCHASE ORDERS:** This is the total amount of **all** purchase orders that will be issued to the firm for the entire job. The number of purchase orders issued to date should be reflected in the area indicated to the left. **NOTE:** THIS LINE IS FOR SUPPLIER INFORMATION ONLY. IF THE FIRM IS A SUBCONTRACTOR, LEAVE THIS AREA BLANK. A SUBCONTRACTOR AGREEMENT SHOULD BE ISSUED WHICH WOIULD BE REFLECTED ON THE PREVIOUS LINE.

The current form that you should be utilizing is form: AAP 7.0 Revised 1/9/08. This form must be included with each payment requisition submitted or the payment will not be processed.

If the form is not filled out according to the above instructions, your next payment requisition may be held until corrections are made. In addition, each report submitted must have an original signature and date.

# MONTHLY CONTRACTOR'S COMPLIANCE REPORT

Page 1 of

Payment Requisition Date \_\_\_\_\_  
Payment Requisition Amount \$. \_\_\_\_\_  
FIT Contract Number \_\_\_\_\_

## CONTRACTOR INFORMATION

Name \_\_\_\_\_ Federal ID No. \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_

## PROJECT INFORMATION

Institution \_\_\_\_\_ City and Zip Code \_\_\_\_\_

Work Description \_\_\_\_\_

**Part B – Payments to Subcontractors and Suppliers:** Provide name, address and telephone number of **ALL** subcontractors to which you have awarded a subcontract or suppliers to which you have issued a purchase order. Place **X** in check box to indicate whether they are a New York State certified MBE or WBE or Other. In addition, for each firm listed below you must also include: the firms federal identification number; amount of intended payment to be made from proceeds of the accompanying requisition; percent complete, amount paid to date; the number of change orders or purchase orders; current value of subcontract (including change orders) or cumulative value of purchase orders; and a brief description of the work or service. All subcontractors or suppliers with whom you have an agreement should be listed below, even if they are not scheduled to receive a payment out of the proceeds of the attached requisition for payment. For further details, see Instruction Sheet

Firm \_\_\_\_\_ ☐ MBE ☐ WBE ☐ Other Fed. ID# \_\_\_\_\_

Address \_\_\_\_\_ Phone# \_\_\_\_\_ Intended Payment\$. \_\_\_\_\_

Address \_\_\_\_\_ Percent Complete \_\_\_\_\_ Amount Paid to Date\$ \_\_\_\_\_

No. of Change Orders. \_\_\_\_\_ Current Value of Subcontract \$ \_\_\_\_\_

No. of Purchase Orders Issued \_\_\_\_\_ Total Value of Purchase Orders \$ \_\_\_\_\_

Work Description \_\_\_\_\_

Firm \_\_\_\_\_ ☐ MBE ☐ WBE ☐ Other Fed. ID# \_\_\_\_\_

Address \_\_\_\_\_ Phone # \_\_\_\_\_ Intended Payment\$. \_\_\_\_\_

Address \_\_\_\_\_ Percent Complete \_\_\_\_\_ Amount Paid to Date\$ \_\_\_\_\_

No. of Change Orders. \_\_\_\_\_ Current Value of Subcontract \$ \_\_\_\_\_

No. of Purchase Orders Issued \_\_\_\_\_ Total Value of Purchase Orders \$ \_\_\_\_\_

Work Description \_\_\_\_\_

False statements, information or data submitted on or with application for payment may result in one or more of the following actions: Termination of Contract for cause; Disapproval of future bids, or contracts or subcontracts; Withholding of final payments on the contract; and Civil and/or criminal prosecution.

\_\_\_\_\_  
Name of Principal or Officer (Type or Print)

\_\_\_\_\_  
Title of Principal or Officer (Type or Print)

\_\_\_\_\_  
Signature of Principal or Officer

\_\_\_\_\_  
Date

**SECTION XIII.**  
**CHANGE ORDER FORM**



## CHANGE ORDER

TO:

Contractor: \_\_\_\_\_

Contract No. \_\_\_\_\_

Street: \_\_\_\_\_

Contract Date: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_

Phone No. \_\_\_\_\_

Total Approved Change Orders: \_\_\_\_\_

Current Contract Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
You are hereby directed to perform all labor and to provide all materials necessary to carry out the Work described below:

Full consideration for this change order shall be on **INCREASE/DECREASE** of the original contract amount by:

\_\_\_\_\_ Dollars.

Labor = \_\_\_\_\_

Materials = \_\_\_\_\_

**INCREASE/DECREASE** of the original schedule by days. In accepting and executing this change order, the Contractor, its heirs, executors, administrators, successors, and assigns hereby release and forever discharge the Owner, its successors, and assigns from any and all actions, causes of action, claims and demands whatsoever in law or in equity which the Contractor ever had, now has, or may have against the Owner in any way arising out of this change.

**Recommended by:**  
**CONSTRUCTION MANAGER OR ARCHITECT**

Name: \_\_\_\_\_

\_\_\_\_\_

**Accepted by:**  
**CONTRACTOR**

Name: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Approved by:**

Name: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**OWNER**

Name: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION XIV.**  
**CONTRACTOR'S**  
**TRADE PAYMENT BREAKDOWN**

## TRADE PAYMENT BREAKDOWN

**PROJECT:** \_\_\_\_\_

**CONTRACT # C**

**CONTRACTOR:** \_\_\_\_\_

[illegible]

## **EXHIBIT C: SAFETY EHS PLAN**

## **EXHIBIT C. SAFETY EHS PLAN**

### **FASHION INSTITUTE OF TECHNOLOGY**

#### **OUTLINE FOR PREPARING WORK-SPECIFIC ENVIRONMENT, HEALTH AND SAFETY (EHS) PLAN**

Before commencing work on site at FIT, Contractor shall prepare a work-specific EHS Plan and submit the EHS Plan to both the Facilities Management and EHS Departments for review and approval. Such approval shall be given in a timely manner.

**I) A work-specific EHS Plan is required in the following instances:**

- A) When proposed work will:
  - 1) use regulated hazardous chemicals;
  - 2) have the potential to generate fumes, vapors or dusts;
  - 3) involve cutting torches or other spark-generating equipment (“hot” work);
  - 4) generate any waste;
  - 5) involve high-energy systems or
  - 6) require any type of air monitoring.
- B) When work involves the removal of less than 25 linear feet, or 10 square feet, of asbestos-containing material (that is greater than 1% asbestos). For work involving more than these amounts of asbestos, Contractor must consult with the EHS Department for additional guidelines.
- C) When work involves the use of tools and equipment in areas where FIT employees or students are present.
- D) When work involves construction, other than minor repairs or alterations to on-campus facilities.
- E) When work involves dangerous environments, such as confined spaces, hazardous energy, use scaffolds greater than 10 feet high, or vehicle-mounted articulated booms.

**II) Use the outline below to develop the work-specific EHS Plan. Contractor shall amend the work-specific EHS Plan as needed to accommodate work on-campus as it proceeds.**

#### **DESCRIPTION OF CONTENTS OF WORK-SPECIFIC EHS PLAN**

**III) GENERAL INFORMATION – PROJECT PLANNING**

- A) List primary information about Contractor’s firm and that of sub-

contractors, if any, Project Name, FIT Bid Number and Contractor's safety-related performance measurements on Table 1.

- B) Describe the scope of work and list a breakdown of its specific tasks.
- C) Provide a project schedule that, at a minimum, shows the anticipated start date of the work, the duration of each phase of the work, the anticipated date of completion of each phase, and the project completion date.
- D) List name of Contractor's on-site EHS Coordinator and the names of all OSHA- competent persons needed to carry out the scope of work on Table 2. The EHS Coordinator shall serve as the primary contact with FIT's Director of EHS Compliance during all work.

#### **IV) WORK-SPECIFIC HAZARD ANALYSIS/RISK ASSESSMENT**

- A) Describe each task associated with the work of the project.
- B) List the potential hazards, if any, associated with each task.
- C) Provide copies of Contractor's EH&S program applicable to scope of work.
- D) List the types of protective work practices or personal protective equipment (PPE) Contractor will employ to carry-out each task.
- E) Describe the types of exposure assessments that are needed to address potential hazardous exposures related to the work of the project. These include:
  - 1) Work practices and engineering controls Contractor will use to prevent exposure of Contractor's employees to hazardous chemicals or hazardous energy;
  - 2) Work practices and engineering controls Contractor will use to prevent exposure of FIT students and staff to any detectable chemical exposure;
  - 3) Contractor's use of respiratory protection and other protective equipment (PPE) and
  - 4) Qualitative or quantitative monitoring protocols, personal and area monitoring equipment, and contaminant action levels.
- F) Attach copies of certified documentation of "Hazard Assessment and Equipment Selection" required by 29 CFR 1910.132 (d)(2) that complies with 1910 Subpart I Appendix B for all tasks in the work-specific EHS Plan.
- G) Attach a copy of Contractor's written Hazard Communication Program that OSHA requires for the work-specific EHS Plan.

#### **V) WORK-SPECIFIC ENVIRONMENTAL, HEALTH AND SAFETY ELEMENTS**

A) To address health and safety issues, the work-specific EHS Plan shall:

- 1) Describe criteria for upgrading or downgrading personal protective equipment (PPE) or modifying work practices to control hazardous exposures during the work;
- 2) Describe criteria Contractor will use to set up exclusion zones, including physical barriers and decontamination zones, as needed to prevent spread of debris and restrict access of unauthorized persons to work areas;
- 3) List equipment Contractor will use for routine and emergency on-site communication;
- 4) Describe utility clearance and marking procedures to prevent damage to buried utilities, or to lines, piping, or cables located inside of walls and ceilings, if applicable;
- 5) Describe decontamination and cleaning procedures for Contractor's employees and equipment to prevent the spread of debris. This includes procedures during work, at the end of each work day, and at the completion of the project before FIT's final inspection of the work area;
- 6) Identify measures to manage dangerous environments, such as confined spaces, scaffold work greater than 10 feet, or articulated booms;
- 7) List "Hot Work" procedures involved in the work of the project. This may include, but not be limited to, work such as welding, burning, open flames, tar melting or other type of melting pots, grinding that throws sparks. (See Appendix 1 - "Daily Safety Management Work Permit");
- 8) Identify the need for air monitoring or special testing to carry out the work. Include a listing of monitoring equipment or special tests and the Action Levels that Contractor will apply to project work;
- 9) Describe safety procedures for excavations more than four 4 feet deep and sloping or shoring procedures where excavations will exceed 5 feet deep;
- 10) Describe fire protection and explosive hazard review;
- 11) List the name and address of Contractor's on-contract Confined Space rescue team;
- 12) Describe spill control procedures for chemical products Contractor will have on-campus during work. Include a listing of spill control or containment supplies that Contractor will have on-hand in case of a spill;
- 13) Describe the need for site coordination with FIT employees, other contractors on-site and other adjacent work groups. This includes identification of hazardous energy Lock Out and Tag Out

requirements to make to work area safe and

- 14) Provide a listing of other safety equipment that Contractor will have on site during the work of the project.

B) To address oil, chemical and waste management issues, the work-specific EHS Plan shall:

- 1) Provide estimates of the types and amounts of waste (both hazardous and non-hazardous) that Contractor anticipates the work will generate. As applicable, provide a copy of a waste analysis plan that lists the types of analysis required, the USEPA SW-846 method number and the method detection limits;
- 2) Provide facility name, USEPA ID number, and a contact name for each facility that will transport and dispose of each of the waste streams identified above. Provide this information for any facility that will dispose of residuals from the treatment of project waste, as applicable;
- 3) On a copy of a drawing that will be provided by FIT, identify location where Contractor proposes to accumulate waste during work, to set-up exclusion zones and to provide employee decontamination areas;
- 4) Provide a statement that describes the methods that Contractor will use to minimize the amount of waste generated from the work of the project;
- 5) Provide a tabular listing, along with copies of Safety Data Sheets (SDS), for any chemical products that Contractor intends to store or use on-site during the work. The listing shall include the product name, manufacturer's name, type, amounts, intended storage location on FIT site, the specific use of the chemical and identification of any NYCDEP/USEPA regulated hazardous substances that Contractor intends to store or use on-site during the work. In all cases, Contractor must submit the listing before chemical products are delivered to the FIT campus;
- 6) On a copy of a drawing that will be provided by FIT, identify location where Contractor proposes to store chemical products on-site during work;
- 7) Identify the need, if any, to amend existing FIT emergency contingency planning documents. Such documents include, but are not limited to: Spill Prevention Control and Countermeasure Plan, Spill Prevention Report, Right-to-Know Survey and
- 8) List permits and Certificates of Fitness (NYCDEP, NYSDEC, USEPA, FDNY) needed to carry-out the scope of work and have copies on-site of permits and Certificates to carry-out project work.

## **VI) ON-SITE DOCUMENTATION**

- A) Contractor shall record initial and daily safety-related procedures on Table 3. These shall include:



- 1) Before start of the work, FIT's Project Manager will conduct a FIT Hazard Communication briefing for Contractor's employees;
  - 2) Before start of the work, FIT's Project Manager and Contractor's on-site EHS Coordinator shall conduct a briefing for FIT employees in areas adjacent to work areas about proposed work;
  - 3) Review of FIT Emergency Evacuation Procedures;
  - 4) Listing of initial and ongoing project status meetings on-site with FIT Project Manager to address EHS concerns safety and health and
  - 5) Scheduled and unscheduled employee safety briefings, toolbox talks.
- B) Contractor shall provide a summary of the on-site EHS Coordinator's EHS-related training and experience relevant to the work of the project.
- C) Contractor's employees shall sign-in daily with FIT Security in the A-Building Lobby.
- D) For each work shift necessary to complete the project, Contractor's on-site EHS Coordinator shall open and fill out the "Daily Safety Management Work Permit" (See Appendix 1) at the start of each work shift and close the Permit at the end of each work shift.

## **VII) EMERGENCY RESPONSE PLANNING**

Contractor shall review the summary of the Emergency Response Contact Names listed on Table 4 and provide the information as follows:

- A) On a site map that will be provided by FIT, identify the primary and secondary routes for the evacuation of Contractor's employees, including the "rally point" where Contractor's employees will assemble and carry-out an accountability check in case of an evacuation;
- B) List emergency response contacts with titles and telephone numbers. Contractor shall immediately call FIT Security and the FIT Project Manager in the event of a spill of oil, chemicals, waste water, or hazardous materials;
- C) Identify the name, address and route to nearest hospital or Contractor's wellness center and
- D) Provide a listing of emergency equipment for first aid, personal protection, spill response, fire protection and rescue.

## TABLE 1

**Project Name:** \_\_\_\_\_ **Bid Number:** \_\_\_\_\_

## CONTACTOR ORGANIZATION CHART AND SAFETY DATA

COMPANY	:	Name: Address: Phone:
President	:	Name: Phone:
Vice President – Operations	:	Name: Phone:
Director of Environmental, Health, and Safety	:	Name: Phone:
Contractor EHS Program Development	:	Name: Phone:
OSHA Total Case Recordable Rate (TCRR)	:	
Days Away from work, or Restricted work or job Transfer (DART)	:	
Experience Modification Rate (EMR)	:	

Listing of On-site Subcontractors for project work, as applicable -

[illegible]

**TABLE 2****ON-SITE SUPERVISORY PERSONNEL**  
of 2**Page 1**

TITLE	:	NAME(S) AND ON-SITE PHONE NUMBER
On-site EHS Coordinator	:	
Contractor Project Managers	:	
FIT's Project Manager(s)	:	
<b><u>Contractor's Competent Persons</u></b>		List all that Apply – Indicate not applicable areas for department /project work as “NA” For subcontractor employees, place subcontractor firm name in parenthesis after the employee's name
• Confined Spaces	:	
• Excavations	:	
• Industrial Hygiene	:	
• Electrical--Lock Out/Tag Out	:	
• PPE, Respiratory Protection	:	
• Hazard Communication (Required for each department and project. Identify responsible employee for each subcontractor)	:	
• Fall Protection	:	
• Scaffolds	:	
• Cranes & Derricks	:	
• Blasting & Use of Explosives	:	

**TABLE 2 (Cont'd)****ON-SITE SUPERVISORY PERSONNEL****Page 2 of 2**

- Asbestos (Attach copies of Company license, supervisor and handler certificates for all employee that will perform work) :

- Lead

- Silica

- Hot Work (Complete and submit permits daily - see Appendix 1)

- FDNY Certificate of Fitness-Torch Operations

- FDNY Certificate of Fitness-Fire Guard

- FDNY Certificate of Fitness-Fire proofing

- FDNY Certificate of Fitness-Powder Activated Tools

- FDNY Certificate of Fitness-Air Compressors\_\_\_\_\_

- FDNY Certificate of Fitness-Use of LPG and Use in Tar Kettles

- FDNY REFRIGERATING SYSTEM OPERATING ENGINEER

- FDNY Certificate of Fitness-Other\_\_\_\_\_

- FDNY Certificate of Fitness-Other\_\_\_\_\_

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### TABLE 3

## LISTING OF REQUIRED EMPLOYEE/SUPERVISORY BRIEFINGS

Page 1 of 1

[illegible]

**TABLE 4****EMERGENCY CONTACT NAMES & TELEPHONE NUMBERS****Page 1 of****1**

<b>TITLE</b>	<b>CONTACT NAME</b>	<b>EMERGENCY PHONE NUMBERS</b>
Contractor: MAIN OFFICE		
Contractor President:		
On-site EHS Coordinator		
FIT Facilities Management	<b>Executive Director:</b> Allen King	Phone: 212-217-4424
FIT Environmental, Health and Safety Department	<b>Director:</b> Paul DeBiase <a href="mailto:paul_debiase@fitnyc.edu">paul_debiase@fitnyc.edu</a>	Phone: 212-217-3752
	<b>Coordinator:</b> Kathy Caraballo <a href="mailto:kathy_caraballo@fitnyc.edu">kathy_caraballo@fitnyc.edu</a>	Phone: 212-217-3754
Contractor Project Manager(s)		
FIT Public Safety	Central Control	212-217-7777, or Use Red Phone
Occupational Safety And Health Administration, – Area Director	Provide Zip Code for the location of Accident	800-321-6742
Location of nearest hospital and/or contractor's wellness center		
Rally Point and Accountability Check Location	In case of Building Evacuation Alarm	

**Note: Call FIT Central Control at 212-217-7777 in case of any emergency such as fire, chemical spills, injury requiring medical treatment, or exposure of contractor or FIT personnel to fumes, vapors, or dusts.**