GENERAL CONDITIONS WORK PHASE

CONTRACT

A Contract, dated as of [LOI Date], 20__, by and between the **Dormitory Authority of the State of New York** ("**DASNY**" or the "**Owner**"), a body corporate and politic of the State of New York, constituting a public benefit corporation created pursuant to Title 4 of Article 8 of the Public Authorities Law of the State of New York, as amended and having its principal office and place of business at 515 Broadway, Albany, New York, 12207-2964 (the "**DASNY**"), and **[ ],** whose office is located at **_____,** (the "**CONSTRUCTION MANAGER**"); and

WHEREAS, the OWNER intends to _____, hereinafter referred to as the Project; and

WHEREAS, the OWNER has, under separate Contract, (_____) retained the CONSTRUCTION MANAGER to provide Oversight and Administrative Services during the Construction Phase of the Project; and

WHEREAS, the OWNER requires the CONSTRUCTION MANAGER to provide certain General Conditions Work during the Construction Phase of the Project, said General Conditions Work as identified herein;

NOW, THEREFORE, the OWNER and the CONSTRUCTION MANAGER hereby mutually covenant and agree as follows:

ARTICLE I: SCOPE OF SERVICES

The Construction Manager's obligations and duties under this Contract shall include all of the Articles hereunder and the items enumerated in Appendix "A" entitled General Conditions Work Phase, and in Appendix "B", entitled General Conditions (the "General Conditions") which is attached hereto and made a part hereof; (such obligations and duties are collectively referred to as the Work).

ARTICLE II: ADDITIONAL SERVICES

The OWNER reserves the right to direct the CONSTRUCTION MANAGER to perform Additional General Conditions Work and the CONSTRUCTION MANAGER shall perform said Additional Work when so directed.

ARTICLE III: EXTRA WORK

If the CONSTRUCTION MANAGER believes that any General Conditions Work it has been directed to perform is beyond the scope of this Contract and constitutes Extra Work, it shall promptly so notify the OWNER in writing. The OWNER shall determine whether or not the Work is in fact beyond the scope of this Contract and is Extra Work. If the OWNER determines that the Work is Extra Work, this Contract shall be modified to equitably reflect the cost of said Extra Work.

ARTICLE IV: CONSULTANTS

The OWNER may retain a Consultant or Consultants to furnish Services throughout the term of this Contract, and the CONSTRUCTION MANAGER shall cooperate with said Consultant or Consultants.

SAMPLE

ARTICLE V: PROVISION FOR PAYMENT

A. Maximum Amount Payable

The Maximum Amount Payable for all the Work pursuant to this Contract shall be _____ and 00/100 Dollars ($_____).

1. For satisfactory performance of all the Work the OWNER shall reimburse the CONSTRUCTION MANAGER the actual cost of performing or providing the General Conditions Work in accordance with the following:

a. For performance of all the Work, the CONSTRUCTION MANAGER shall be paid the actual cost of all labor, materials, and supplies necessary, proper for, or incidental to the performance of said Work, the estimated total of which is _____ and 00/100 Dollars ($_____). If the CONSTRUCTION MANAGER at any time estimates that the total cost of the Work may exceed this amount, it shall promptly notify the OWNER in writing giving full explanation for said increase. If the OWNER agrees that said increases are necessary and justified, this Contract may be amended to increase said amount. No liability shall accrue to the OWNER until such time as written approval and authorization for said increases has been given by the OWNER to the CONSTRUCTION MANAGER. This sum shall be deemed to be full compensation for the performance by the CONSTRUCTION MANAGER of all duties and obligations of the CONSTRUCTION MANAGER for the Work of this Contract.

b. The CONSTRUCTION MANAGER shall submit monthly payment requisitions and a Compliance Report in a form and content satisfactory to the OWNER. Said requisitions shall clearly describe the nature and extent of the CONSTRUCTION MANAGER's actual expenditures for labor, materials, and supplies during the period covered by the requisition. The requisition shall also include any bills received from Subcontractors, which shall be in the same form as those submitted by the CONSTRUCTION MANAGER to the OWNER.

c. Payment to the CONSTRUCTION MANAGER shall only be rendered electronically, unless payment by paper check is authorized in writing by the OWNER. The CONSTRUCTION MANAGER further acknowledges and agrees that the OWNER may withhold payments, if the CONSTRUCTION MANAGER has not complied with the OWNER's requirements relating to the electronic payment program in effect at such time, unless payment by paper check is authorized in writing by the OWNER.

B. Relationship to Construction Phase Services

It is further understood that the OWNER represents and warrants that the CONSTRUCTION MANAGER has been issued a separate Contract for the performance of Construction Management Services during the Construction Phase of the Project (the "Construction Phase Construction Manager's Contract") which Contract will include payment of fees and reimbursable expenses for the performance of said services including Administration of the Work of this Contract. Accordingly, the obligations of the CONSTRUCTION MANAGER to perform hereunder are expressly conditioned upon the execution of a mutually agreeable Construction Phase Construction Manager's Contract and the continued existence of a valid Construction Phase Construction Manager's Contract.

ARTICLE VI: FINAL PAYMENT AND RELEASE

Final payment shall be made to the CONSTRUCTION MANAGER upon satisfactory completion and acceptance by the OWNER of all services required, by the CONSTRUCTION MANAGER pursuant to this Contract, or all services performed prior to the termination of said Contract if so terminated and upon submission of a certification that all subconsultants/subcontractors have been paid their full and agreed compensation.

Acceptance by the CONSTRUCTION MANAGER of final payment hereunder shall operate as, and shall be, a release to the OWNER from all claims and liability to the CONSTRUCTION MANAGER and its

successors, legal representatives, and assigns for anything done or furnished under or arising out of the provisions of this Contract. No payment, final or otherwise, shall release the CONSTRUCTION MANAGER from any obligations under this Contract.

ARTICLE VII: OWNER'S PROCEDURE

The CONSTRUCTION MANAGER agrees to comply with all procedural requirements of the OWNER as they apply to reports or other aspects of the Project.

ARTICLE VIII: INSURANCE PROVIDED BY CONSTRUCTION MANAGER

The Construction Phase Construction Manager Contract has been entered into contemporaneously with this Contract. Article IX of said Contract entitled Insurance Provided by the Construction Manager is incorporated herein by reference and shall be a part of this Contract as though set forth in full herein.

ARTICLE IX: INSURANCE PROVIDED BY THE OWNER

The Construction Phase Construction Manager Contract has been entered into contemporaneously with this Contract. Article X of said Contract entitled Insurance Provided By The Owner is incorporated herein by reference and shall be a part of this Contract as though set forth in full herein.

ARTICLE X: PROTECTION OF RIGHTS, PERSONS AND PROPERTY

A. Accident Prevention

1. The CONSTRUCTION MANAGER 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 engaged in the performance of the Work. The CONSTRUCTION MANAGER shall establish and maintain, at all times, safety procedures in connection with the Work as required by the current New York Labor Law and regulations of the Occupational Safety and Health Act (OSHA).

2. Safety Programs - The CONSTRUCTION MANAGER and its Contractors and Subcontractors of every tier shall be responsible for the initiation, maintenance, and supervision of safety precautions and programs in connection with the Work, and shall report compliance at the weekly safety meeting.

B. Protection of Work and Property

1. The CONSTRUCTION MANAGER shall ensure that its Contractors and Subcontractors of every tier shall, at all times, guard the OWNER's property from injury or loss in connection with the Work, the Construction Contractor's work, and adjacent property, and shall replace and make good any said loss or injury unless said loss or injury is caused directly by the OWNER.

2. The CONSTRUCTION MANAGER shall ensure that its Contractors and Subcontractors of every tier shall have responsibility to protect and maintain the materials and supplies stored by them both on and off site in proper condition and forthwith repair, and to replace and make good any damage thereto until Construction Completion. The CONSTRUCTION MANAGER shall maintain an inventory of all materials and supplies for the Work that are delivered to the site or approved for off-site storage.

3. The CONSTRUCTION MANAGER shall report any loss, theft, burglary, vandalism, or damage of materials or installed work to the OWNER by telephone and "FAX" as soon as it is discovered. If vandalism, theft, or burglary are suspected as the cause of the loss, the CONSTRUCTION MANAGER shall notify site security personnel and the municipal police. The CONSTRUCTION MANAGER shall also protect the place of the loss until released from protection by the OWNER or the OWNER's Representative. The CONSTRUCTION MANAGER shall insure that no potential evidence relating to the loss is removed from the place of the loss.

SAMPLE

4. Should the CONSTRUCTION MANAGER feel there is a claim for recovery under the OWNER's Builders' Risk Insurance, a fully documented claim must be submitted to the OWNER within thirty (30) days of discovery. The claim must at least include the following:

a. a copy of the police report (if applicable);

b. a complete inventory of damaged or lost items including:
* description of each item;
* purchase date and proof of delivery of each item;
* supplier from whom purchased;
* serial number (if applicable);
* price of each item; and
* total number of pieces and cost of all lost or damaged items;

c. the name, address, and telephone number of the person who controlled the lost or damaged items immediately before the loss or damage;

d. the name, address, and telephone number of the person who discovered the loss or damage; and

e. a written description of how the loss or damage occurred.

5. The OWNER may refuse any claim from the CONSTRUCTION MANAGER for loss or damage unless all of the items required in this section are provided to the OWNER and are to the satisfaction of the OWNER. In such event, the CONSTRUCTION MANAGER shall be responsible for all such losses and damages.

C. Risks Assumed by the CONSTRUCTION MANAGER

1. The CONSTRUCTION MANAGER solely assumes the following distinct and several risks whether said risks arise from acts or omissions, whether supervisory or otherwise, including unforeseen obstacles and difficulties which may be encountered in the prosecution of the Work, and whether said risks involve any legal duty, primary or otherwise, imposed upon the OWNER or the Client excepting only risks which arise from faulty designs as shown by the plans and specifications or from affirmative acts of the OWNER, the Client, or the OWNER's members, officers, employees, or representatives, (hereinafter Protected Persons), committed with intent to cause the loss, damage, or injuries hereinafter set forth:

a. the risk of loss or damage to the Work or to any plant, equipment, tools, materials, or property furnished, used, installed, or received by the Protected Persons. The CONSTRUCTION MANAGER shall bear said risk of loss or damage until the Work is completed or until completion or removal of said plant, equipment, tools, materials or property from the site and the vicinity thereof, whichever event occurs last, and in the event of said loss or damage, the CONSTRUCTION MANAGER shall timely repair, replace or make good any said loss or damage after notification to the OWNER’s representative and Risk Management Unit, and;

b. the risk of claims, just or unjust, by third persons against the Protected Persons on account of wrongful death, bodily injuries, and property damage, arising or alleged to arise out of, or as a result of, or in connection with the performance by the CONSTRUCTION MANAGER of the Work. The CONSTRUCTION MANAGER shall bear the risk for all deaths, injuries, damages, or losses sustained or alleged to have been sustained prior to the Final Acceptance of the Work, or resulting from the CONSTRUCTION MANAGER's negligence or alleged negligence which is discovered, appears, or is manifested after acceptance by the OWNER, and;

c. the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER or otherwise, and to all property, caused by, resulting from, arising out of, or occurring in connection with the negligent or alleged negligent execution of the Work. The CONSTRUCTION MANAGER shall assume the defense and pay on behalf of the Protected Persons, any and all loss, expense, damage, or injury that the Protected Persons, may sustain as the result of any claim. The CONSTRUCTION MANAGER agrees to assume, and pay on behalf of the Protected Persons, the defense of any action at law or equity which may be brought against the Protected Persons. The assumption of defense and liability by the CONSTRUCTION MANAGER 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 judgement or interest or penalty that may be entered against the Protected Persons, in any said action.

2. The CONSTRUCTION MANAGER's obligations under this Article shall not be deemed waived, limited, or discharged by the enumeration of procurement of any insurance for liability for damages.

3. Neither Final Acceptance of the Work nor making any payment shall release the CONSTRUCTION MANAGER from the CONSTRUCTION MANAGER's obligations under this Article. The enumeration elsewhere in the Contract of particular risks assumed by the CONSTRUCTION MANAGER or of particular claims for which the CONSTRUCTION MANAGER is responsible shall not be deemed to limit the effect of the provisions of this Article or to imply that the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER of particular claims for which the CONSTRUCTION MANAGER is responsible shall be deemed to limit the risks which the CONSTRUCTION MANAGER would assume or the claims for which the CONSTRUCTION MANAGER would be responsible in the absence of said enumerations.

D. Protection Of Lives And Health

1. The CONSTRUCTION MANAGER and each of its Contractors and Subcontractors of every tier shall comply fully 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 CONSTRUCTION MANAGERs 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. The CONSTRUCTION MANAGER shall report on compliance at the weekly safety meetings.

2. The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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.

3. The CONSTRUCTION MANAGER alone shall be responsible for the safety, efficiency and adequacy of the CONSTRUCTION MANAGER’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.

SAMPLE

4. 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 CONSTRUCTION MANAGER shall install, maintain and operate said appliances or methods.

5. The Owner may impose a payment penalty on the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER fails to perform or to provide the information, reports, forms, etc. required in this section. This payment penalty is not exclusive, the Owner may avail itself of any other contractual remedy available.

6. The Owner or Owner's Representatives may inspect the job-site at any time without notice to the CONSTRUCTION MANAGER. If the Owner finds that the CONSTRUCTION MANAGER is not complying with the provisions of this Article, the Owner may send written notice to the CONSTRUCTION MANAGER to correct any deficiency. Upon reinspection, 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 CONSTRUCTION MANAGER 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 charge back the cost of the separate contract to the CONSTRUCTION MANAGER at a premium rate. The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER.

7. The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall telephone and "fax" 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 CONSTRUCTION MANAGER upon release by the Owner or the Owner's Representative. Failure of the CONSTRUCTION MANAGER 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 D. 5 or void the entire Contract and retain any or all amounts due the CONSTRUCTION MANAGER under this Contract.

ARTICLE XI: HOLD HARMLESS

The Construction Phase Construction Manager Contract has been entered into contemporaneously with this Contract. Article XIII of said Contract entitled Hold Harmless is incorporated herein by reference and shall be a part of this Contract as though set forth in full herein.

ARTICLE XII: OWNERS RIGHT TO AUDIT & INSPECT RECORDS

The Construction Phase Construction Manager Contract has been entered into contemporaneously with this Contract. Article XIV of said Contract entitled Owners Right To Audit & Inspect Records is incorporated herein by reference and shall be a part of this Contract as though set forth in full herein.

ARTICLE XIII: APPENDIX "D" ADDITIONAL ITEMS

The Construction Phase Construction Manager Contract has been entered into contemporaneously with this Contract. Article XV of said Contract entitled Appendix “D” Additional Items is incorporated herein by reference and shall be a part of this Contract as though set forth in full herein.

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ARTICLE XIV: ASSIGNMENT

The Construction Manager shall not assign the Contract in whole or in part without prior written consent of the OWNER, however, the OWNER may assign the Contract in whole or in part without prior written consent of the Construction Manager.

ARTICLE XV: TIME OF COMPLETION

The Construction Phase Construction Manager Contract has been entered into contemporaneously with this Contract. Article XIX of said Contract entitled Time of Completion is incorporated herein by reference and shall be a part of this Contract as though set forth in full herein.

ARTICLE XVI: THE CONTRACT DOCUMENTS

The Contract for Construction Management Services between the OWNER and the Construction Manager sets forth the Construction Manager's scope of services and is comprised of the following documents:

- the **Construction Phase Contract**, and all attached documents and appendices, incorporated herein by reference;
- this **General Conditions Phase Contract**, and all attached documents and appendices;
- the **OWNER's "Request for Proposal,"** and all attached documents and appendices, incorporated herein by reference;
- the **Construction Manager's Response to the OWNER's Request for Proposal**, and all attached documents and appendices, incorporated herein by reference.

ARTICLE XVII: INTERPRETATION

In the event of any discrepancy, disagreement or ambiguity among the following documents, they shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

1. Construction Phase Contract
2. General Conditions Phase Contract
3. OWNER's Request for Proposal
4. CONSTRUCTION MANAGER's Response to the OWNER's Request for Proposal

ARTICLE IV: M/WBE AND SDVOB CONTRACT GOALS

The N.Y.S. certified Minority and Women-owned Business Enterprise (M/WBE) and OGS certified Service-Disabled Veteran-Owned Businesses (SDVOB) goals for this contract are 18%MBE, 12%WBE, and 6% SDVOB. The goals refer to the utilization of M/WBE and SDVOB sub-consultants on DASNY Professional Services Contracts.

ARTICLE XVIII: COUNTERPARTS

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

SAMPLE

SIGNATURES

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

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

By_____
Title: Authorized Officer
Date:

Firm Name
Firm Address
Firm Address

By_____
Authorized Officer/Signatory

Title_____
Date:

NEW YORK STATE ACKNOWLEDGEMENT - DASNY

State of New York)

) SS:

County of _____)

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

_____ (N**AME)**

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

_____

Signature of Notary

Stamp or seal containing printed name, county of qualification of notary public and expiration date of notary commission

NEW YORK STATE ACKNOWLEDGEMENT – Contractor/Consultant

State of New York)

) SS:

County of _____)

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

_____ (**NAME)**

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

_____

Signature of Notary

Stamp or seal containing printed name, county of qualification of notary public and expiration date of notary commission

SAMPLE

APPENDIX "A"

GENERAL CONDITIONS WORK PHASE

1. During the General Conditions Work Phase of this Contract, the CONSTRUCTION MANAGER shall:

a. Provide and coordinate the following work, services, and facilities during the construction of the Project in a manner or pursuant to a Contract or Contracts approved in advance by the OWNER.

NOTE: Items identified below represent a sample listing of General Conditions Work Items. A final approved schedule, representing specific Project needs, including estimated values, shall be incorporated into this Contract at the start of the Construction Phase.

GENERAL CONDITIONS ITEMS		**ESTIMATED COST**
(1)	Field Offices	$ _____
(2)	Utility Connection	_____
(3)	Utility Charges	_____
(4)	Field Office Furniture & Equipment	_____
(5)	Temporary Heat	_____
(6)	Reproduction Equipment	_____
(7)	Reproduction Supplies	_____
(8)	Field Office Supplies	_____
(9)	Field Office Telephone	_____
(10)	Postage, Messenger, and Printing	_____
(11)	Survey	_____
(12)	Permits and Fees	_____
(13)	Project Cleanup	_____
(14)	Rubbish Removal	_____
(15)	Safety and Protection	_____
(16)	Site Security	_____
(17)	Project Sign	_____
(18)	Progress Photos	_____
(19)	Fencing	_____
(20)	Teamster	_____
(21)	IBM Computer	_____
(22)	Hoisting	_____
(23)	Blueprints	_____
(24)	Master Mechanic	___
	TOTAL ESTIMATED COST	**$ _____**

b. Unless otherwise directed by the OWNER

(1) Prepare all necessary bid packages for the award of Contracts for the above work, services, and facilities.

(2) After review of the bid package by the OWNER, solicit for bids or proposals; receive, open, and determine the lowest responsible and responsive bidder and advise the OWNER of said determination. After approval by the OWNER, award the Contract to said bidder and be responsible to the OWNER for the satisfactory performance of said Contract.

c. Upon direction by the OWNER

(1) Prepare all bid packages for the award of Contracts for the above work, services, and facilities.

(2) Assist the OWNER who may; review the bid package; advertise for bids or proposals; receive, open, and determine the lowest responsible and responsive bidder and the CONSTRUCTION MANAGER further agrees that if the OWNER assigns the bid of any lowest responsible and responsive bidder to the CONSTRUCTION MANAGER, it will enter into Contract with said bidder and will become responsible to the OWNER for the satisfactory performance of said Contract.

2. During the General Conditions Work Phase of this Contract, the OWNER shall have the right to approve all staffing of the Work.

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APPENDIX "B"

DASNY

GENERAL CONDITIONS

ONLY FOR GENERAL CONDITIONS WORK PERFORMED BY CONSTRUCTION MANAGER

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SAMPLE

GENERAL CONDITIONS

1. CONTRACT AND CONTRACT DOCUMENTS

The plans, specifications, and addenda prepared for the General Conditions Work Phase, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, 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, limit, or cast light on the interpretation of the provisions to which they refer. In case of any conflict or inconsistency between the provisions of the signed portion of this Contract and those of the specifications, the provisions of this signed portion of the Contract shall govern.

2. DEFINITIONS

The following terms as used in this Contract are defined as follows:

a. Work:

The term "Work" as used herein, refers to the General Conditions Work Items enumerated in this Contract and is that normally done at the location of the Project, and includes the performance of all labor and the furnishing of all plant, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to the carrying out and completion of this Contract. The term "Work Performed" shall be construed to include the delivery of material to and suitably storing it at the site of the Project.

b. Extra Work:

The term "Extra Work" as used herein refers to and includes Work required by the OWNER, which in the judgment of the OWNER involves changes in or additions to that required by the plans, specifications, and addenda in their present form.

c. CONSTRUCTION MANAGER:

A person, persons, firm, partnership, or corporation with whom this Contract is made by the OWNER.

d. Contract:

The term "Contract" as used herein shall be deemed to mean only the portions of this Contract applicable to the General Conditions Work Phase of this Contract.

e. Directed: Required: Approved: Acceptable:

Whenever they refer to Work or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import, shall imply the direction, requirements, permission, order, designation, or prescription of the OWNER; and "approved", "acceptable", "satisfactory", "in the judgment of", and words of like import, shall mean approved by or acceptable to or satisfactory to or in the judgment of the OWNER.

3. MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents the CONSTRUCTION MANAGER shall provide and pay for all materials, labor, tools, equipment, water, light, power, heat, and transportation, superintendent, temporary construction of every nature, and all other services and

facilities of every nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

4. CONSTRUCTION MANAGER'S TITLE TO MATERIALS

No materials or supplies for the Work shall be purchased by the CONSTRUCTION MANAGER or by its Subcontractors subject to any chattel mortgage or under a conditional sale or other Contract by which an interest is retained by any other party. The CONSTRUCTION MANAGER warrants that he has good title to all materials and supplies used by him in the Work, or re-sold to the OWNER pursuant to this Contract, free from all liens, claims, and encumbrances.

5. INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the Work shall be subject to adequate inspection and testing in accordance with the accepted standards. The laboratory or inspection agency shall be selected by the OWNER. The OWNER will pay for all laboratory inspection service direct and not as part of this Contract.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

6. "OR EQUAL" CLAUSE

Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, tradenames, catalogue numbers, etc., said identification is intended to establish a standard. Any material, article, or equipment of other manufacturers and vendors which will perform satisfactorily the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the OWNER, of equal quality, substance, and function. It shall not be purchased or installed by the CONSTRUCTION MANAGER without the written approval of the OWNER.

7. PATENTS

The CONSTRUCTION MANAGER shall hold and save the OWNER's members, officers, employees, or representatives, harmless from liability of any nature or kind, including cost and expenses, for, or on account of any patented or unpatented inventions, process, article, or appliance manufactured or used in the performance of this Contract, including its use by the OWNER, unless otherwise specifically stipulated in the Contract Documents.

License or Royalty Fees: License and/or royalty fees for the use of a process which is authorized by the OWNER of the Project must be reasonable, and paid to the holder of the patent, or his authorized licenses, direct by the OWNER and not by or through the CONSTRUCTION MANAGER.

If the CONSTRUCTION MANAGER uses any design, device, or materials covered by letters, patent, or copyright, he shall provide for said use by suitable Contract with the owner of said patented or copyrighted design, device, or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of said design, device, or materials in any way involved in the Work. The CONSTRUCTION MANAGER and/or his sureties shall defend, indemnify, and save harmless the OWNER and the Client from any and all claims for infringement by reason of the use of said patented or copyrighted design, device, or materials or under this Contract, and shall indemnify the OWNER for any cost, expense, or damage which it may be obliged to pay by reason of said infringement at any time during the prosecution of the Work or after completion of the Work.

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8. SURVEYS, PERMITS, AND REGULATIONS

Unless otherwise expressly provided for in the specifications, the OWNER will furnish to the CONSTRUCTION MANAGER all surveys necessary for the execution of the Work, but the CONSTRUCTION MANAGER shall lay out the Work.

The CONSTRUCTION MANAGER shall procure and pay for all permits and licenses necessary for the execution of his Work and the use of said Work when completed.

The CONSTRUCTION MANAGER shall comply with all the laws, ordinances, rules, orders, and regulations relating to the performance of the Work, and the protection of adjacent property.

9. CONSTRUCTION MANAGER'S OBLIGATIONS

The CONSTRUCTION MANAGER shall and will, in good workmanlike manner, furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all Work required by this Contract within the provisions of this Contract and said specifications and in accordance with the plans and drawings of the Work covered by this Contract and any and all supplemental plans and drawings and in accordance with the direction of the OWNER as given from time to time during the progress of the Work.

He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for damage which may result from their failure or their improper construction, maintenance, or operation. The CONSTRUCTION MANAGER shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of this Contract and specifications, and shall do, carry on, and complete the entire Work to the satisfaction of the OWNER.

10. WEATHER CONDITIONS

In the event of temporary suspension of work or during inclement weather or whenever the OWNER shall direct, the CONSTRUCTION MANAGER will, and will cause its Subcontractors to protect carefully its and their work and material against damage or injury from the weather. If, in the opinion of the OWNER, any Work or material shall have been damaged or injured by reason of failure on the part of the CONSTRUCTION MANAGER or any of its Subcontractors so to protect his work, said materials shall be removed and replaced at the expense of the CONSTRUCTION MANAGER.

11. INSPECTION

The authorized representatives and agents of the OWNER shall be permitted to inspect all Work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

12. REPORTS, RECORDS, AND DATA

The CONSTRUCTION MANAGER shall submit to the OWNER, and the CONSTRUCTION MANAGER shall require each of its Subcontractors to submit to the CONSTRUCTION MANAGER for submission to the OWNER, such schedules of quantities and costs, progress schedules, payroll, reports, estimates, records, and other data as the OWNER may request concerning work performed or to be performed under this Contract.

13. TIME OF COMMENCEMENT AND COMPLETION OF THE WORK

The Work shall be commenced at the time stated in the written order of the OWNER as the date of said commencement and shall be completed on the date specified in this Contract for completion.

It is hereby understood and mutually agreed, by and between the CONSTRUCTION MANAGER and the OWNER, that the date of beginning and the Time of Completion as specified in this Contract of the work to be done hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the work order.

The CONSTRUCTION MANAGER agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed by and between the CONSTRUCTION MANAGER and the OWNER, that the Time of Completion of the Work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

14. CORRECTION OF WORK

All Work, all materials, whether incorporated in the Work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the OWNER who 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 they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced, and/or corrected as the case may be, by the CONSTRUCTION MANAGER at his own expense. Rejected material shall immediately be removed from the site. Acceptance of material and workmanship by the OWNER's inspectors shall not relieve the CONSTRUCTION MANAGER from his obligation to supply other material and workmanship when so ordered by the OWNER.

15. REDUCTION OF WAGES AND SALARIES CAUSED BY GOVERNMENTAL ACTION

a. The CONSTRUCTION MANAGER shall submit to the OWNER upon its request all wages and salary rates for the various classes of construction employees used in computing his bid or offer submitted to the OWNER in connection with the Work and any other data and certifications that the OWNER deems necessary to comply with the requirements and objectives of any Federal or State of New York Economic Stabilization or similar program.

b. The Work shall not be deemed completed for purposes of making final payment pursuant to the Contract Documents until (1) all said information, data, and certifications have been provided by the CONSTRUCTION MANAGER to the OWNER; and (2) the final contract price has been established in accord with said Federal and/or State Economic Stabilization program.

c. The CONSTRUCTION MANAGER shall include these provisions in all subcontracts and shall require their inclusion in all subcontracts of any tier and all data required by the OWNER pursuant to those provisions shall be provided to the OWNER by the CONSTRUCTION MANAGER.

16. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

The CONSTRUCTION MANAGER agrees that he will indemnify and save harmless the OWNER from all claims growing out of the lawful demands of the CONSTRUCTION MANAGER's Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The CONSTRUCTION MANAGER shall furnish satisfactory evidence that all obligations, of the nature herein above designated, have been paid, discharged, or waived. If the CONSTRUCTION MANAGER fails to do so, then the OWNER may, after having served written notice on the said CONSTRUCTION MANAGER, either pay unpaid bills, of which the OWNER has written notice, direct or withhold from the CONSTRUCTION MANAGER's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the CONSTRUCTION MANAGER shall be resumed in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONSTRUCTION MANAGER or its Surety. In paying any unpaid bills of the CONSTRUCTION MANAGER, the OWNER shall be deemed the Agent of the CONSTRUCTION MANAGER, and any payment so made by the

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OWNER shall be considered as a payment made under this Contract by the OWNER to the CONSTRUCTION MANAGER and the OWNER shall not be liable to the CONSTRUCTION MANAGER for any such payment made in good faith.

17. MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts of neglect on the part of the CONSTRUCTION MANAGER, any Contractor or Subcontractor suffers loss or damage, the CONSTRUCTION MANAGER agrees to settle with said Contractor or Subcontractor by Contract or arbitration, if such Contractor or Subcontractor will so settle. If any such Contractor or Subcontractor shall assert any claim against the OWNER on account of any damage alleged to have been sustained, the OWNER shall notify the CONSTRUCTION MANAGER, who shall indemnify and save harmless the OWNER against any such claim. The foregoing is limited to those obligations assumed by the CONSTRUCTION MANAGER under the General Conditions Work Phase of this Contract but shall not limit any liability under any other Phase of this Contract.

18. SUBCONTRACTS

The CONSTRUCTION MANAGER may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

The CONSTRUCTION MANAGER shall not award any work to any Subcontractor without prior written approval of the OWNER, which approval will not be given until the CONSTRUCTION MANAGER submits to the OWNER a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the OWNER may require.

Where feasible, the CONSTRUCTION MANAGER shall solicit at lease three competitive bids for any general conditions work item that exceeds $50,000 in total cost. However, in carrying out the provisions of this paragraph, the CONSTRUCTION MANAGER may solicit competitive bids for certain work items only from certified minority or women owned businesses in order to comply with its approved Utilization Plan pursuant to Article 17 of Appendix D of this Contract.

The CONSTRUCTION MANAGER shall be as fully responsible to the OWNER for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The CONSTRUCTION MANAGER shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONSTRUCTION MANAGER by the terms of this General Conditions Contract and other Contract Documents insofar as applicable to the work of Subcontractors and to give the CONSTRUCTION MANAGER the same power as regards terminating any subcontract that the OWNER may exercise over the CONSTRUCTION MANAGER under any provisions of the Contract Documents.

The CONSTRUCTION MANAGER shall pay its Subcontractors the full amount due to them from their proportionate share of each requisition for payment submitted by the CONSTRUCTION MANAGER and paid by the OWNER. The CONSTRUCTION MANAGER shall make said payment no later than seven (7) calendar days from receipt of payment from the OWNER.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the OWNER.

The CONSTRUCTION MANAGER will insert in any subcontracts this Article, Article 24., entitled PROHIBITED INTERESTS, and Article 26., entitled USE OR OCCUPANCY OF BUILDING PRIOR TO ACCEPTANCE BY OWNER, contained herein and such other clauses as the OWNER may, by instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

19. USE OF PREMISES AND REMOVAL OF DEBRIS

a. The CONSTRUCTION MANAGER on this Work expressly agrees to undertake the following:

1.) every precaution against injuries to persons or damage to property;

2.) storage of his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of his work or the work of any other Contractor working on the site;

3.) to place upon the Work or any part thereof only such loads as are consistent with the safety of the portion of the Work;

4.) that before final payment he will remove all surplus materials, false work, temporary structures, including foundations thereof, plant of any description, and debris of every nature resulting from his operations, and to leave the Work in a neat, orderly condition suitable for use and occupancy;

5.) at all times during the progress of the Work keep the building and the site free from accumulation of debris resulting from the Work. If the accumulation of waste matter and rubbish interfere with the Work of others or present a fire hazard, it shall be removed immediately; and

6.) to confine his apparatus, materials, and operations of his workmen to limits prescribed by law or by contract limit lines except as the latter may be extended with the approval of the OWNER.

b. Burning of rubbish or waste material will not be permitted.

c. Removal of all waste and rubbish resulting from the Work shall be through chutes or lowered by hoists in receptacles.

20. ESTIMATED QUANTITIES

The estimated quantities of work to be completed and the materials to be furnished, under this Contract, as shown in any of the documents, are given only for the OWNER's use in comparing proposals and to indicate the approximate total amount of this Contract; and the right is especially reserved, except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the OWNER to complete the Work contemplated by this Contract, and said increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

21. CONFLICTING CONDITIONS

Any provision in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of said conflict or inconsistency.

22. NOTICE AND SERVICE THEREOF

Any notice to the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER at the last address given by the CONSTRUCTION MANAGER, or when delivered in person to said CONSTRUCTION MANAGER or the CONSTRUCTION MANAGER's authorized representative.

23. WITHHOLDING OF PAYMENTS

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The OWNER in its sole discretion may withhold from the CONSTRUCTION MANAGER so much of any approved payments due him as may in the judgment of the OWNER be necessary:

a. to assure the payment of just claims due and unpaid of any persons supplying labor or materials for the Work specified in this Contract;

b. to protect the OWNER from loss due to defective work specified in this Contract not remedied, or

c. to protect the OWNER from loss due to injury to persons or damage to the work specified in this Contract or property of other Contractors, Subcontractors, or others caused by the act or neglect of the CONSTRUCTION MANAGER or any of his Subcontractors. The OWNER shall have the right to apply any such amounts so withheld in such a manner as the OWNER may deem proper to satisfy said claims or to secure such protection. Said application of said money shall be deemed payments for the account of the CONSTRUCTION MANAGER.

d. to assure payment of fines, liquidated damages and penalties which may be imposed on the CONSTRUCTION MANAGER pursuant to the provisions of this Contract; or

e. to assure payment of fines and penalties which may be imposed on the CONSTRUCTION MANAGER pursuant to Article 17 - Affirmative Action in the Additional Items appendix, Section 17.1 paragraph D., subdivisions 6.g and 6.h. The estimated amount of said fines and penalties shall be the difference between the planned dollar amount of MBE/WBE sub-contract awards and the actual dollar amount of such awards.

The provisions of this Article 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.

24. PROHIBITED INTERESTS

Officers and employees of the OWNER are bound by Sections 73, 73-a, and 74 of the Public Officers Law. In addition, 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.

25. SIGNS

There shall be erected, adjacent to the access road to the Project site, and/or at the Project, a sign or signs identifying the Project. The sign shall comply with the following sample drawing and shall contain the name of the Project, DASNY, the name of the Architect, the name of the CONSTRUCTION MANAGER, the name of the General Contractor, and other information as required by the OWNER.

26. USE OR OCCUPANCY OF BUILDING PRIOR TO ACCEPTANCE BY OWNER

If before the final completion of all work contemplated herein it shall be deemed necessary by the OWNER to take over, use, occupy, or operate any part of the completed or partly completed Work, the OWNER shall have the right to do so, and the Contractors shall not in any way interfere with or object to the use, occupation, or operation of said Work by the OWNER after receipt of notice in writing from the OWNER that said Work or part thereof will be used by the OWNER on and after the date specified in said notice.

27. SCOPE OF WORK

The CONSTRUCTION MANAGER will furnish all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper to or incidental to the work contemplated by this Contract, as required by and in strict accordance with the applicable plans, specifications, and addenda (hereinafter enumerated), prepared and in strict accordance with such changes as are ordered and approved pursuant to this Contract and will perform all other obligations imposed on him by this Contract.

28. REPRESENTATIONS OF CONSTRUCTION MANAGER

The CONSTRUCTION MANAGER represents and warrants:

a. that he is financially solvent and that he is experienced in and competent to perform the type of work and to furnish the plant and materials, supplies, or equipment, to be so performed or furnished by him; and

b. that he is familiar with all Federal, State, Municipal, and Department Laws, ordinances, orders, and regulations, which may in any way affect the Work of those employed therein, including, but not limited to, any special acts relating to the Work or the Project of which it is a part; and

c. that the Work required by this Contract can be satisfactorily constructed and used for the purpose for which it is intended, and that said construction will not injure any person or damage any property; and

d. that he has carefully examined the applicable plans and specifications, and addenda, if any, and site of the Work and that, from his own investigations he has satisfied himself as to the nature and location of the Work, the character, quality, and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions, all other materials which may in any way affect the Work or its performance.

29. THE OWNER'S RIGHT TO DO WORK

If the CONSTRUCTION MANAGER should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the OWNER, after three (3) days written notice to the CONSTRUCTION MANAGER may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then and thereafter due the CONSTRUCTION MANAGER.

30. CERTIFICATE OF COMPLETION

Upon completion of all work whatsoever required, the CONSTRUCTION MANAGER shall file a written certificate with the OWNER as to the entire amount of work performed and compensation earned by the CONSTRUCTION MANAGER including Extra Work and compensation thereof.

31. 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 has been discharged.

32. ACCESS TO WORK

The OWNER and his representative shall at all times have access to the Work wherever it is in preparation or progress and the CONSTRUCTION MANAGER shall provide proper facilities for said access and so that the OWNER may perform his functions under the Contract Documents.

If the specifications, the OWNER's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the CONSTRUCTION MANAGER shall give the OWNER timely notice

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of its readiness for observation by the OWNER or inspection by another authority, and if the inspection is by another authority than the OWNER, of the date fixed for said inspection, required certificates of inspection being secured by the CONSTRUCTION MANAGER. If any work should be covered up without approval or consent of the OWNER it must, if required by the OWNER, be uncovered for examination at the CONSTRUCTION MANAGER's expense.

Re-examination of questioned work may be ordered by the OWNER and if so ordered that work must be uncovered by the CONSTRUCTION MANAGER. If said work be found in accordance with the Contract Documents, the OWNER shall pay the cost of re-examination and replacement. If said work be found not in accordance with the Contract Documents, the CONSTRUCTION MANAGER shall pay said cost.

33. VERIFYING DIMENSIONS

The CONSTRUCTION MANAGER will be held responsible for the proper coordination of the fitting of the Work.

34. NAME PLATES

The CONSTRUCTION MANAGER shall not place name plates on the outside of any portion of his work, and he shall not permit Subcontractors or material men to stamp trade marks or names on the outside of any equipment. Name plates and trade marks normally placed on equipment by the manufacturers shall be allowed to remain, if approved by the OWNER.

35. OVERLOADING

Materials, etc. shall not be stacked on or be carried over floor and roof construction that would stress any of its members beyond the designed live loads.

36. TEMPORARY TOILET FACILITIES

The CONSTRUCTION MANAGER shall provide temporary exterior toilet accommodations, if not specifically provided for in the Contract Documents, for all persons employed or engaged on the Project.

Said temporary sanitary facilities shall be installed, maintained by this CONSTRUCTION MANAGER and shall meet all requirements of authorities having jurisdictions. At the completion of all work or at such earlier time as the OWNER may approve, he shall remove the temporary sanitary facilities.

The facilities shall be of the chemical type, at locations approved by the OWNER, screened from the public, and maintained in a sanitary and approved condition at all times. If, upon approval or direction of the OWNER, a toilet room in the building is to be used as a temporary toilet by persons employed or engaged in the Project, it shall be used and maintained in a sanitary condition and the outside temporary toilet facilities and all evidence of its existence shall be removed. The CONSTRUCTION MANAGER shall provide installation and maintenance of said facility. If a toilet room within the building is used by employees, all plumbing fixtures and room finish shall, upon completion of the Work, be free from any damage, defacement, or other defects. Should it not be possible to satisfactorily repair any damages, defacement of fixtures, or interior finish, the CONSTRUCTION MANAGER shall replace said Work with new Work as required under this Contract.

The amount of sanitary facilities required shall be based on the total number of persons employed on the Project and be in accordance with the provision of the health and sanitary requirements of the authorities having jurisdictions.

37. TEMPORARY OFFICE

The CONSTRUCTION MANAGER, until all work covered by this Contract is accepted by the OWNER, shall provide a temporary office structure, or space, as determined by the OWNER, on the site at a location approved by the OWNER.

This structure/space shall be for the exclusive use of the CONSTRUCTION MANAGER, the Architect, and the OWNER. The CONSTRUCTION MANAGER shall bear the cost of constructing or furnishing said structure/space and maintain, keep clean, and at the completion of all work, remove said structure/space, repairing and refinishing the area as directed.

The structure/space shall be of such size and furnished and equipped with such facilities as hereinafter listed:

a. 1) 3 plan table (3'- 0" x 10'-0")
2) 6 plan racks
3) 8 office type desks with drawers and chairs which shall be suitable for use at the office desks.
4) 8 metal, four drawer, letter size filing cabinets with lock.

b. Conference table and chairs for job meetings. Size of table shall be 3' x 15'. Furnish 20 folding chairs.

(Number and sizes of a. and b. shall be determined by the CONSTRUCTION MANAGER).

c. Interior sanitary facilities, including a lavatory supplied with hot and cold water and a flush toilet. Toilet and sink shall be connected to an approved sewerage disposal system.

d. A heating and air conditioning system with adequate fuel to maintain heating and cooling temperatures conforming to all applicable Federal regulations.

e. An electrical lighting system.

f. Install a telephone for the use of the Architects and pay all monthly local charges only.

The filing cabinet shall be new. Desks and chairs shall be in good repair and functional.

When adequate space is available in the building(s), the CONSTRUCTION MANAGER may transfer all the field office facilities to this space at his option and with the permission of the OWNER.

38. TEMPORARY LIGHT AND POWER

The CONSTRUCTION MANAGER shall, if not specifically provided for in the Contract Documents, process the necessary application to the lighting company.

39. RESTORATION OF ROADWAYS AND PAVEMENTS

Roadways and pavements and curbs that are broken, damaged, settled, or otherwise defective, as a result of receiving, handling, or storage of materials or the performance of any work under this Contract shall be fully restored to the satisfaction of the Authorities having jurisdiction, at the full cost and expense of the CONSTRUCTION MANAGER, if not specifically provided for in the Contract Documents. The extent of the repairs and replacements shall be as determined by said Authorities.

40. ANTI-RIOT PROVISIONS

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The CONSTRUCTION MANAGER agrees that no part of the funds derived from this Contract shall be used to provide payments, assistance, or services, in any form, with respect to any individual convicted in any Federal, State, or local court of competent jurisdiction, of inciting, promoting, or carrying on a riot, or 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 in the community concerned.

41. ACCESSIBILITY

The CONSTRUCTION MANAGER shall install Work so as to be readily accessible for operation, maintenance, and repair.

42. SNOW REMOVAL

The CONSTRUCTION MANAGER will promptly remove snow from all walkways on the Project.

43. QUIET OPERATION

All the work of the CONSTRUCTION MANAGER shall operate under all conditions of load without any sound or vibration which is objectionable, in the opinion of the OWNER. In the case of moving machinery, any sound or vibration noticeable outside of the room, in which it is installed, or any annoyingly noticeable sound or vibration inside its own room, will be considered objectionable. Sound or vibration conditions considered objectionable shall be corrected in an approved manner by the CONSTRUCTION MANAGER at his expense.

44. GUARDS AND RAILINGS

Provide belt drives and rotating machinery with readily removable guards or railings. Guards: Heavy angle iron frames, hinged and latched, with heavy galvanized iron wire crimped mesh securely fastened to frames. Railing: 1-1/4" pipe and rail fittings.

45. TEMPORARY USE OF EQUIPMENT

No equipment intended for permanent installation shall be operated for temporary purposes without the written permission of the OWNER.

46. 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 be to included in bids. This exemption does not apply to tools, machinery, equipment, or other property leased by or to the CONSTRUCTION MANAGER or its Subcontractor, or to supplies and materials which, even though they are consumed, are not incorporated into the completed Work, even though CONSTRUCTION MANAGER and its Subcontractors shall be responsible for and pay any and all applicable sales and compensating use taxes, on said leased tools, machinery, equipment, or other property and upon all such unincorporated supplies and materials.

b. The CONSTRUCTION MANAGER and its 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.

47. TEMPORARY ELEVATOR SERVICE FOR WORKMEN

Where it is required by law the CONSTRUCTION MANAGER shall provide, if not specifically specified in the Contract Documents, temporary elevator service for workmen and all other persons engaged on the Project until the permanent elevators are placed in operation.

48. TEMPORARY ROADWAYS

The CONSTRUCTION MANAGER shall maintain, if not specifically specified in the Contract Documents, all temporary roads used for the Work of the Project keeping the surfaces of these roadways free from mounds, depressions, and obstructions of any kind including snow. He shall apply calcium chloride or other material as required to control dust.

The CONSTRUCTION MANAGER shall allow all persons engaged in the Project, including Architects, Engineers, OWNER, and materialmen and all Contractors employed on the Project free use of all temporary roads provided under this Contract.

49. TRAFFIC CONTROL

Access: Routes of ingress and egress on the grounds and within the Facility to the location of the Work shall be over routes as indicated on the drawings and as directed by the CONSTRUCTION MANAGER. Such access roadways shall remain open at all times unless closing is approved beforehand by the OWNER.

50. POLLUTION CONTROL

a. The CONSTRUCTION MANAGER on the Project shall comply with the regulations of the Department of Environmental Conservation, with respect to its work, including but not limited to the following:

1) take all necessary precautions including, but not limited to, the digging and maintaining settling basins, dams, diverting streams, and 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 construction operations;

2) will not dispose of volatile fluid wastes (such as mineral spirits, oil, or paint thinner) or any other wastes which are prohibited by local ordinances, into storm or sanitary sewer systems or into streams or waterways; and

3) will not burn trash or waste matter on the site.

51. FIRE PREVENTION CONTROL

a. The CONSTRUCTION MANAGER shall provide at the site of the Project, at a location approved by the OWNER, a private unlisted telephone reserved for fire calls only, in the event that a municipal fire alarm box is not located within 300' from the site of the Project. The phone must be in addition to regular business phones and a rule prohibiting its use for purposes other than alarm for fire or other emergencies must be strictly enforced. The phone itself should be colored red and be located at a point quickly available to all employees, including watchmen. Clear instructions for the sending of a fire alarm should be conspicuously posted by the phone and all personnel customarily at work near the phone shall be acquainted with the procedure. If such a phone is required, the CONSTRUCTION MANAGER must provide same from the time the OWNER notifies him to proceed until the time the OWNER accepts all the work covered by this Contract.

b. The CONSTRUCTION MANAGER shall take all precautions necessary and required to prevent fires and comply with all local, state, and federal laws governing fire safety.

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