



12690 NYS Route 31
Albion, New York 14411
Tel: 585 798-4265
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E-mail: orleans@cornell.edu
www.cce.cornell.edu/orleans

Arena Fencing Project
ORLEANS COUNTY 4-H FAIRGROUNDS
12690 NYS RT. 31
ALBION NY 14411

Orleans County Cornell Cooperative Extension is seeking bids for:

#1 Removal of old fencing and installation of new three rail wood horse arenas as specified in attached drawing and document. Project may begin April 1, 2024 or as soon as completion of drainage work.

Project Completion date:

#1 No later than April 24, 2024

Bid preparation:

1. Only bids submitted in a sealed envelope and marked "Sealed Bid" will be considered.
2. The Association may reject any or all bids.
3. Bids will be opened on March 8 at 3:00pm and accepted or rejected by the Property and Executive Committee of the Board of Directors of Orleans County Cornell Cooperative Extension.
4. All bids must be submitted (following the attached specifications) to the Orleans County Cornell Cooperative Extension, c/o Robert Batt, 12690 NYS Rt. 31, Albion NY 14411 on or before 12:00 PM on March 8, 2024. Please mark the envelope "Sealed Bid."
5. Bidder walkthroughs will be scheduled by appointment.
6. Bidders must meet minimum insurance requirements set by the association. This information is available upon request.
7. Bidders may attach additional estimate forms.
8. Prevailing Wage Rate Applies

Horse Arena Fencing

| | | |
|--|--------------|-----------|
| | Total | \$ |
|--|--------------|-----------|

By submission of this bid, each bidder or person signing on the behalf of the bidder, certifies that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement with any other bidder or with an competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or in indirectly, to any other

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Orleans County Cornell Cooperative Extension provides equal program and employment opportunities.

bidder or to any competitor.

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.
4. Bid quotes presented will be valid for forty-five days beginning on the day the bids are opened.

Bidder Signature

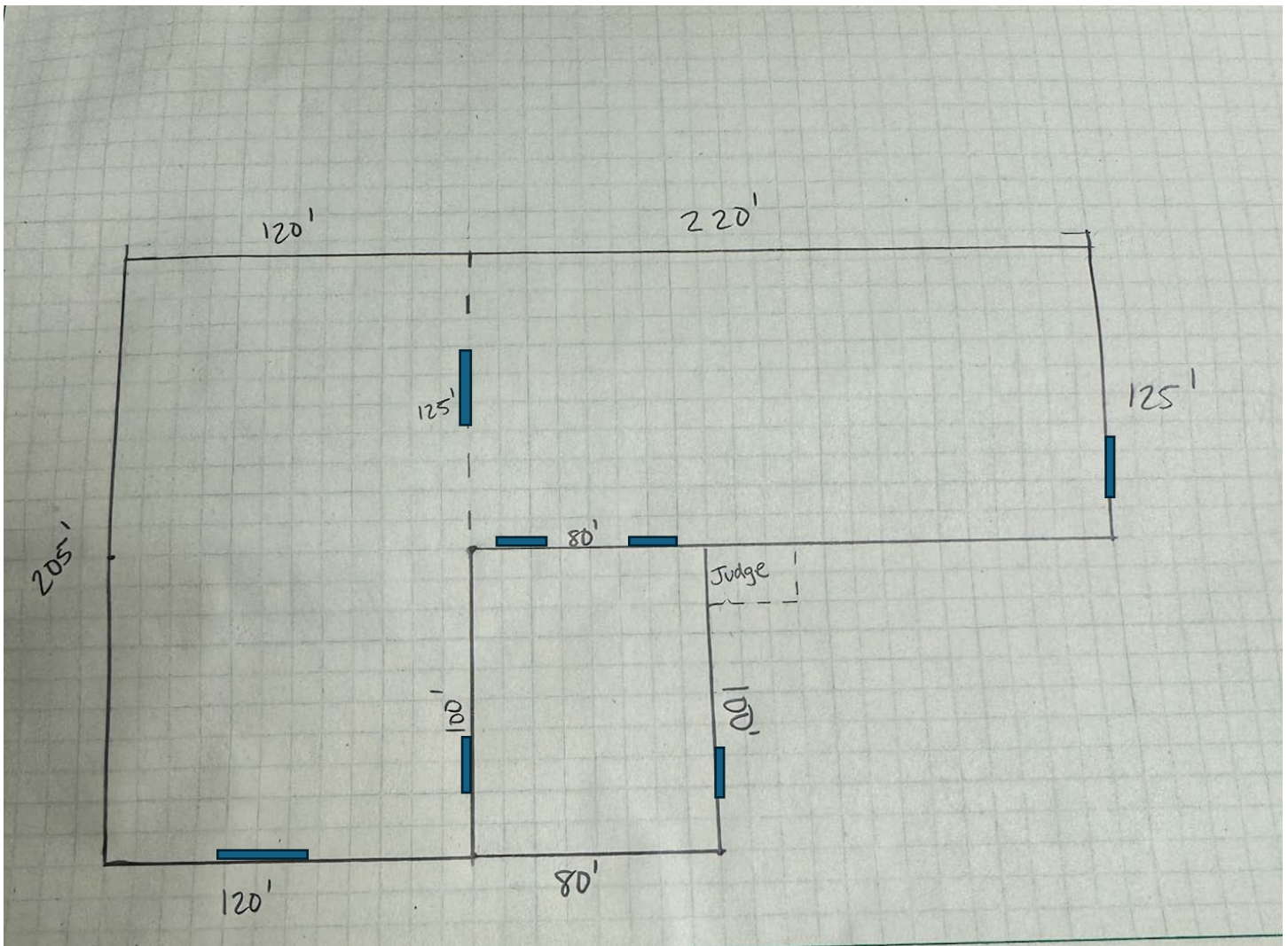
Date

Address: _____

Telephone: _____

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2x6 rail pressure treated on square 4x4 posts pressure treated. Same material and construction as current fencing.

Blue indicators are 10' tube gating which will be included in installation.

Please also include bid using round posts.



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Horse Arena Drainage Project
ORLEANS COUNTY 4-H FAIRGROUNDS
12690 NYS RT. 31
ALBION NY 14411

Orleans County Cornell Cooperative Extension is seeking bids for:

#1 Installation of drainage and new footing in new horse arena areas as specified in attached drawing and document.

*12" of soil removal to be piled south of the south arena driveway.

*Drainage to be placed per OCSW map 2' deep on average (additional depth to be priced per SF)

*Contractor responsible for grades

*If the contractor requires an access driveway between roadway and the work area, one can be constructed on the south side of the new arena (gate access point) and left at contractor's discretion.

*Prevailing wage rates apply

*Light poles and bases to the north of the existing arena to be removed and left intact and set aside for fair personnel to install in their new location after project completion. Electric will be disconnected by fairgrounds personnel prior to the start of the project.

Project Completion date:

#1 No later than March 31, 2024

Bid preparation:

1. Only bids submitted in a sealed envelope and marked "Sealed Bid" will be considered.
2. The Association may reject any or all bids.
3. Bids will be opened on March 8, 2024 and accepted or rejected by the Property and Executive Committee of the Board of Directors of Orleans County Cornell Cooperative Extension.
4. All bids must be submitted (following the attached specifications) to the Orleans County Cornell Cooperative Extension, c/o Robert Batt, 12690 NYS Rt. 31, Albion NY 14411 on or before 12:00 PM on March 8, 2024. Please mark the envelope "Sealed Bid."
5. Bidder walkthroughs will be scheduled by appointment.
6. Bidders must meet minimum insurance requirements set by the association. This information is available upon request.
7. Bidders may attach additional estimate forms.

Horse Arena Drainage

| | | |
|--|--------------|-----------|
| | Total | \$ |
|--|--------------|-----------|

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By submission of this bid, each bidder or person signing on the behalf of the bidder, certifies that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement with any other bidder or with an competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or in indirectly, to any other bidder or to any competitor.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.
4. Bid quotes presented will be valid for forty-five days beginning on the day the bids are opened.

Bidder Signature

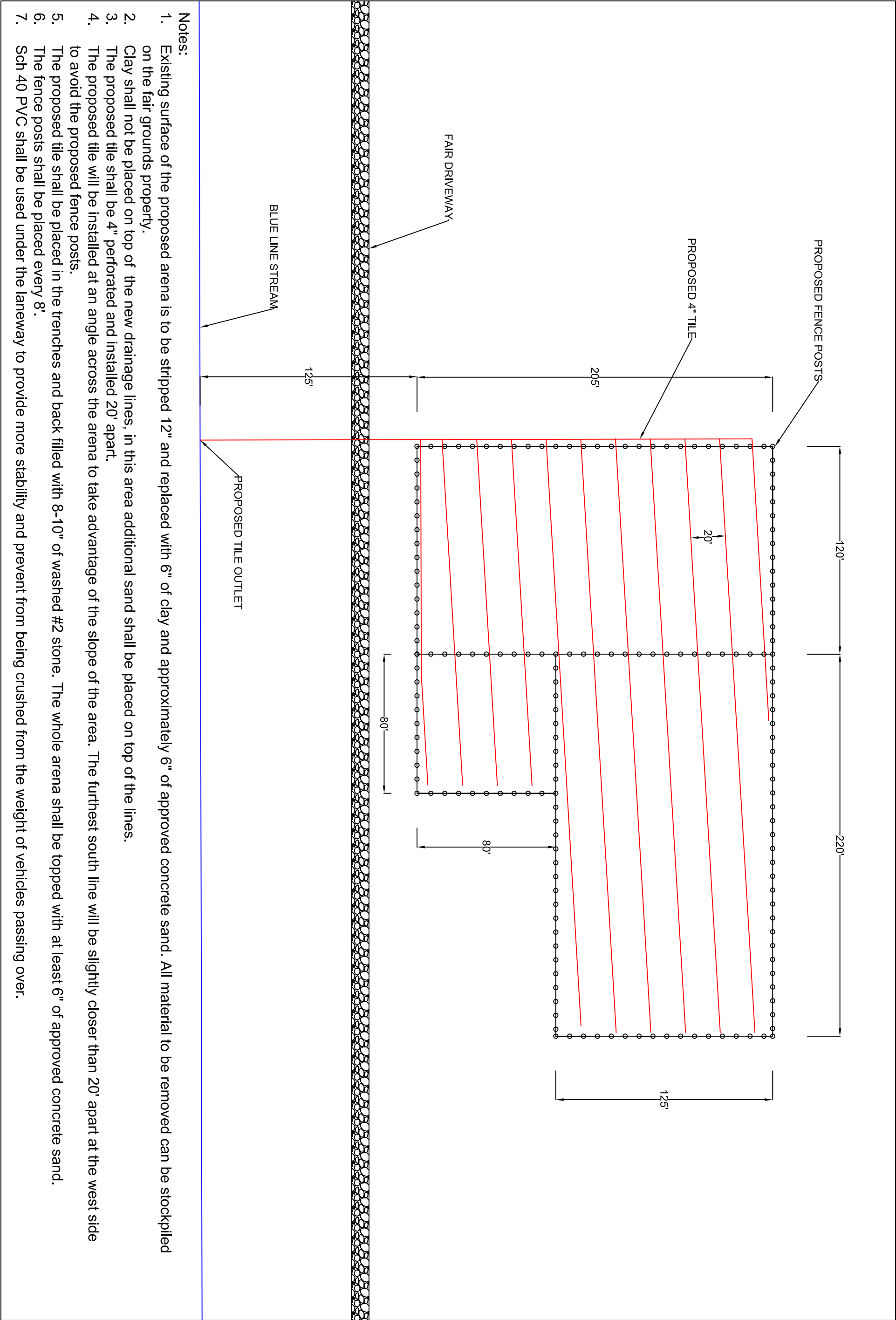
Date

Address: _____

Telephone: _____

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- Notes:
- 1. Existing surface of the proposed arena is to be stripped 12" and replaced with 6" of clay and approximately 6" of approved concrete sand. All material to be removed can be stockpiled on the fair grounds property.
 - 2. Clay shall not be placed on top of the new drainage lines, in this area additional sand shall be placed on top of the lines.
 - 3. The proposed tile shall be 4" perforated and installed 20' apart.
 - 4. The proposed tile will be installed at an angle across the arena to take advantage of the slope of the area. The furthest south line will be slightly closer than 20' apart at the west side to avoid the proposed fence posts.
 - 5. The proposed tile shall be placed in the trenches and back filled with 8-10" of washed #2 stone. The whole arena shall be topped with at least 6" of approved concrete sand.
 - 6. The fence posts shall be placed every 8'.
 - 7. Sch 40 PVC shall be used under the laneway to provide more stability and prevent from being crushed from the weight of vehicles passing over.

CORNELL COOPERATIVE EXTENSION CONTRACTOR/CONSTRUCTION AGREEMENT (LONG FORM)

This Master Agreement ("Contract"), made by and between Cornell Cooperative Extension of
County (hereinafter "Owner"), with an office and principal place of business at _____
and _____ (hereinafter
"Contractor") with an office and principal place of business at _____
(hereinafter collectively "Parties").

WITNESSETH:

WHEREAS, Owner contemplates that it will enter into a construction contract with Contractor for the performance of certain construction services with respect to certain projects (each "Project");

NOW, THEREFORE, in consideration of the mutual agreements herein expressed, the Parties contract, covenant and agree as follows:

PROJECT:

Scope of Work ("Work"): (You may attach bid, proposal, purchase order or other project related paperwork to this agreement to be incorporated by reference here; however the terms and conditions herein supersede similar terms or conditions in the attachments.)

The following Work is required to be performed pursuant to this Agreement:

IN WITNESS WHEREOF the Parties, by their duly authorized representatives, have hereunto executed this Contract, on this _____
day of _____, 20____;

Cornell Cooperative Extension of

_____ **County**

By: _____

Name: _____

Title: _____

Witness: _____

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

Witness: _____

1. Indemnification and Contractor's Liability

Additional Parties (AP): _____

Contractor hereby assumes the entire responsibility and liability for all Work, supervision, labor and materials provided, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by Contractor until final acceptance of the entirety of the Work by Owner. In the event of any loss, damage or destruction thereof from any cause, Contractor shall be liable therefor, and shall repair, rebuild and make good said loss, damage or destruction at Contractor's cost, subject only to the extent that any net proceeds are payable under any builder's risk property insurance that may be maintained by Owner or Contractor, if any.

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner, AP and their respective officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Contractor's Work under the Agreement, whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Contractor, its Subcontractors or any entity for which it is legally responsible or vicariously liable: regardless of whether the claim is presented by the Contractor's employee, his/her spouse, legal or domestic partner under applicable state law and/or dependents of the Contractor's employee. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or the rights of the Owner contained in this contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under any workers' compensation acts, disability benefits acts or other employee benefits acts and includes any loss or injury suffered by an employee of the Contractor, Contractor's Subcontractor or any others who claim to have directly or derivatively sustained injury or damages due to the injury sustained by the Contractor's employee. This indemnification shall be in addition to any indemnity liability imposed by the Contract Documents, and shall survive the completion of the Work or the termination of the contract.

2. Contractor's Insurance

Prior to commencing the Work, Contractor shall procure, and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by the terms of the agreement, insurance coverage required by the Contract Documents and this contract. At a minimum, the types of insurance and minimum policy limits specified shall be maintained in a form and from insurers acceptable to Owner as set forth below. All insurers shall have at least an A- (excellent) rating by A.M. Best and shall have a Best's Financial Size Category of not less than VIII, unless otherwise agreed to by the Owner. Said Insurers shall be qualified to do business and issue the requisite line of insurance in the State of New York. This insurance will provide a defense and indemnify the Owner, but only to the extent attributable to the negligence of the Contractor, its Sub-Contractors or any entity for which it is legally responsible or vicariously liable.

Proof of this insurance shall be provided to and approved by the Owner and its representative P. W. Wood & Son, Inc. **before** the Work commences via **ACORD 25 Certificate of Insurance form with the ACORD 855 NY attached**, as set forth below. To the extent that the Contractor subcontracts with any other entity or individual to perform all or part of the Contractor's Work, the Contractor shall require the other Sub-Contractors, prior to the commencement of the Work, to furnish evidence of equivalent insurance coverage that includes in all respects the same terms and conditions as set forth herein. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by the Owner of Contractor's insurance obligations set forth herein. The Certificate(s) shall provide for Fifteen (15) days' advance notice to owner of the cancellation or any change in coverage.

In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to the Owner, Contractor or Sub-Contractor will, upon demand by the Owner, defend and indemnify the Owner at the Contractor's or Sub- Contractor's expense.

- A) The insurance required herein shall be written for not less than the following minimum amounts or greater if required by law, except that if Contractor procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein:

Workers' Compensation & Employers' Liability and New York State Disability Benefits Coverage – Statutory coverage complying with the law of New York State with Employers' Liability limits of not less than \$100,000 Each Accident and \$100,000 Each Employee for Disease and \$500,000 Policy Limit for Disease, or the minimum level required by the Contractor's Excess Umbrella Liability insurance company, whichever is greater.

Comprehensive Automobile Liability:

(Bodily, Injury and Property damage insurance covering all automobiles, trucks, tractors, trailers, motorcycles or other automotive equipment whether owned or rented by the Contractor (including, but not limited to, all Owned Autos, Hired Autos and Non-Owner Autos):

- a) Liability Limit: each accident \$1,000,000

Comprehensive General Liability(CGL):

(Written on an occurrence basis with coverage issued to and covering the liability of the Contractor and each Sub-contractor for all the work and operations relating thereto and all obligations assumed by Contractor, under this Contract, in an amount which shall not be less than the following limits):

- a) Bodily Injury and Property Damage
General Aggregate \$2,000,000
- b) Products and Completed
Operations Aggregate \$2,000,000
- c) Each Occurrence \$1,000,000
- d) Personal and Advertising Injury \$1,000,000

Coverage to Include:

- 1) Premises Operations – issued to and including coverage for Bodily injury and property damage due to losses caused by explosion, collapse and underground.
 - 2) Products & Completed Operations – issued to and including coverage for claims that may arise after the work has been completed and he has vacated the premises.
 - 3) Contractual Liability – issued to and covering liability for damages imposed under this Contract upon each sub-contractor directly or indirectly affecting operations under this Contract or used for services thereof.
- e) General Aggregate shall apply separately to each project and location, per form CG 2503 (3/97) or similar form.
- f) CGL coverage shall be written on ISO Occurrence form CG00 01 or a substitute form providing equivalent coverage (including the tort liability of another assumed in a business contract).
- g) Owner and all other parties as shall be required by Owner, shall be included as an additional insured on ISO Additional Insured Endorsements CG 20 10 and CG 20 37 or an equivalent coverage to the additional insured. It shall apply as primary insurance on a non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by or provided to, the additional insured. Attach copy of the additional insured endorsement to the Certificate of Insurance. In addition, the Contractor's Insurer agrees to waive any rights of subrogation against either the Owner or Architect or their Insurance Company.
- h) There shall be no endorsement or modification of Contractor's CGL policy arising from pollution, explosion, collapse, underground property damage of work performed by Contractor.
- i) There shall be no endorsement or modification of Contractor's CGL policy reducing or eliminating coverage from New York Labor Laws; including Sections 200, 240 or 241.

Excess Liability and/or Umbrella Liability:

(Contractor shall be required to provide Bodily Injury and Property Damage Insurance limits in excess of those limits shown herein, the Umbrella/Excess Policy shall be at least as broad in coverage as the primary general liability and auto liability policies; including, as needed, endorsement or modification as to be Primary and Non-Contributory to any coverage carried by Owner. The additional limits shall be no less than:

- a) Each Occurrence \$5,000,000
- b) Aggregate: \$5,000,000
- c) Retained Limit: \$10,000

Coverage as outlined above and in the Excess Liability or Umbrella Liability policy or coverage section shall also be written or endorsed so as to apply to the following as **ADDITIONAL INSURED**:

Name: "Cornell Cooperative Extension of _____ County, its officers, directors, employees, agents, architects and engineers are hereby named as Additional Insured." As well as any party identified as AP in clause 1.

Owner Contractor Protective Liability Insurance (OCP): The Contractor is required to procure and maintain at his own expense, in the name of the Owner, an OCP Policy for Liability coverage in the above stated amounts.

Owner Contractor Protective Liability (OCP) Limits: \$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Owner as named insured, with XCU exclusion deleted.

- B) The Contractor acknowledges that failure to secure the above-specified insurance constitutes a material breach of this Agreement and subjects Contractor to liability for damages and all other legal remedies available to the Owner and/or Architect. Contractor further acknowledges that procurement of the insurance coverage and limits required herein shall not limit the extent of the Contractor's other responsibilities and liabilities specified within this Agreement or by law. Contractor authorizes Owner and/or Architect to withhold payments without interest, late fee or any other penalty accruing, until the latter has received current and acceptable certificates of insurance and endorsements evidencing insurance as required herein.
- C) Contractor shall fully cooperate at all times with any effort by Owner or Architect/Engineer to audit compliance with these insurance requirements, including but not limited to the Contractor authorizing Owner and/or Architect/Engineer and/or P W Wood & Son, Inc., in writing to obtain certified copies of the insurance policies procured or maintained by the Contractor in relation to this Agreement. Failure of the Contractor to provide any such required authorization within seven (7) business days of receiving a written request for same from the Owner, the Owner's Attorney, P. W. Wood & Son, Inc. or the Architect, shall subject the Contractor to liquidated damages, payable solely to the Owner, in the amount of \$1,000 per each calendar day thereafter that Contractor fails to comply with any such request.
- D) The insurance companies providing the required coverages shall be licensed to do so in New York State, and shall be rated no lower than "A-" by the most recent Best's Key Rating Guide or Best's Agent's Guide, and shall have a Best's Financial Size Category of not less than VIII, unless otherwise agreed to by the Owner.

The Contractor shall continue to carry Completed Operations Liability Insurance for at least three (3) years after either ninety (90) days following Substantial Completion of the Work or final payment from the Owner, whichever is later.

It is expressly understood by the parties to this Contract that it is the intent of the parties that any insurance obtained by the Owner shall be deemed excess, non- contributory and not co-primary in relation to the coverage(s) procured by the Contractor, or any of their respective consultants, officers, agents, Sub-Contractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile,

Excess or Umbrella Liability and Workers Compensation policies in favor of Owner, and this clause shall apply to the Owner's and Owner's officers, agents and employees, with respect to all Projects during the policy term.

3. Time of Performance

- a. Contractor will commence Work when directed by Owner and will proceed with the Work in a prompt and diligent manner in accordance with the Project Schedule attached to the individual Work Order, as such Schedule may be amended from time to time by Owner. TIME IS OF THE ESSENCE. Contractor shall be entitled to additional compensation for compliance with Schedule amendments only to the extent, if any, that Contractor receives reimbursement from the Owner.
- b. Contractor shall submit a detailed schedule for performance of the Work for each Project, in a form acceptable to Owner or Owner's Engineer, Architect or other designee, which shall comply with all scheduling requirements of the Contract Documents and with Paragraph 3.a. above. Owner may, at its sole discretion, direct Contractor to make reasonable modifications and revisions in said schedule.
- c. Contractor will coordinate its Work with the work of Owner, other Contractors, and Owner's other builders, if any, so no delays or interference will occur in the completion of any part or all of the Project.

4. Changes and Claims

- a. Owner may, at any time, unilaterally or by agreement with Contractor, and without notice to the sureties, make changes in the Work. Any unilateral order, or agreement, under this Paragraph 4.a. shall be in writing, unless an emergency requires Contractor to proceed without a written order. Contractor shall immediately perform the Work as changed without delay.
- b. Contractor shall submit in writing to Owner, along with substantiating evidence deemed satisfactory by Owner, any claims for adjustment in the Subcontract Price, Project Schedule or other provisions of the Work Order claimed by Contractor for changes directed by Owner, or for damages for which the Owner is liable, or as a result of deficiencies or discrepancies in the Contract Documents ("Owner Claims"), at least five (5) business days prior to the time specified in the Contract Documents, otherwise such claims are waived. Contractor shall process said Owner Claims according to the provisions of the Contract Documents so as to protect the interests of Contractor and others, including Owner. Contract adjustments shall be made only to the extent that Contractor receives relief from or must grant relief to Owner and then only based on Contractor's allocable share of such relief. Contractor's allocable share shall be determined by Owner, after allowance of Contractor's normal overhead, profit and other interest in any recovery, by making a reasonable apportionment, if applicable, among Contractor, Owner and other Contractors or persons with interests in the adjustment. In no event shall the Owner become or be liable to the Contractor on account of any such Owner Claims in excess of the amount actually received by Contractor from Owner on account of such claim. It is expressly acknowledged that receipt of payment by Contractor from Owner on account of any such Contractor's Owner Claims is an express condition precedent to any obligation of Owner to pay such claims. This paragraph will also cover other equitable adjustments or other relief allowed by the Contract Documents.
- c. For changes ordered by Owner or the Contract Documents, Contractor shall be entitled to an equitable adjustment of the Contract Price or Project Schedule, or both, to the extent that impact can be substantiated to the Owner's satisfaction.
- d. Pending resolution of any claim, dispute or other controversy, nothing shall excuse Contractor from proceeding with prosecution of the Work.

5. Failures to Perform

- a. If, in the opinion of Owner, Contractor shall at any time (1) refuse or fail to provide sufficient properly skilled workmen or materials of the proper quality, (2) fail in any respect to prosecute the Work according to the Project Schedule, (3) stop, delay, or interfere with the work of Owner or any other builder or contractor, (4) fail to comply with all provisions of this Contract, an individual Work Order or the Contract Documents as incorporated therein, (5) be adjudged bankrupt, or make a general assignment for the benefit of its creditors, (6) have a receiver appointed, or (7) become insolvent or a debtor in reorganization proceedings, then, after serving three (3) days written notice, unless the condition specified in such notice shall have been eliminated within such three (3) days, the Owner may at its option (i) without voiding the other provisions of the Contract and without notice to the sureties, take such steps as are necessary to overcome the condition, in which case the Contractor shall be liable to Owner for the cost thereof; (ii) terminate for default the Contractor's right to proceed under the Contract or the Work Order, or both, or (iii) seek specific performance of Contractor's obligations, it being agreed by Contractor that specific performance may be necessary to avoid irreparable harm to Owner.
- b. In the event of termination for default, Owner may, at its option, (1) enter on the premises and take possession, for the purpose of completing the Work, of all materials and equipment of Contractor, (2) require Contractor to assign to Owner any or all of its Sub-

CORNELL COOPERATIVE EXTENSION CONTRACTOR/CONSTRUCTION AGREEMENT (LONG FORM)

Contracts or purchase orders involving the Project or other Projects in the event of a termination of the Contract; or (3) complete the Work either by itself, or through others, by whatever method Owner may deem expedient. In case of termination for default, Contractor shall not be entitled to receive any further payment until all Work shall be fully completed and accepted by Owner.

- c. In the event of termination for default or any other reason, the provisions of this Contract concerning the Contractor's liability, indemnity and insurance obligations shall remain in full force and effect in conformance with and for the period(s) specified in those provisions

6. Settlement of Disputes

- a. In case of any dispute between Owner and Contractor, due to any Owner Claims, any act or omission of Owner or any entity for which the Owner is responsible, or involving the Contract Documents, Contractor agrees, to be bound by the terms of the Contract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Contract Documents or by law, whether or not Contractor is a party to such proceedings. In case of such dispute, Contractor will comply with all provisions of the Contract Documents allowing a reasonable time for Contractor to analyze and forward to Owner any required communications or documentation. Owner will, at its sole option authorize Contractor to present to Owner, all of Contractor's claims and involving Contractor's Work, whenever Owner is permitted to do so by the terms of the Contract Documents. If such dispute is prosecuted or defended by Owner, Contractor agrees to furnish all documents, statements, witnesses, and other information required, and to pay for all costs, including attorneys' fees, incurred in connection therewith. The Contract Price shall be adjusted by Contractor's allocable share determined in accordance with Article 4 hereof.
- b. With respect to any controversy between Owner and Contractor, the Contract Documents or an Owner Claim, Owner shall issue a decision which shall be final and binding unless, within five (5) days of receipt, the Contractor files a notification in writing of its intent to litigate the controversy in accordance with Paragraph 6.d. Notification of any such claim under this Paragraph 6.b. must be submitted in writing within ten (10) days of Contractor's awareness of the facts underlying the claim. Failure of Contractor to submit timely its notice of claim or notice of intent to litigate shall constitute an absolute bar and complete waiver of Contractor's right to recover on account of such claim.
- c. Subject to Contractor's compliance with such notice requirements, either party may request non-binding mediation of non- Owner Claims with a mediator to be agreed upon by the parties, and shall pursue resolution of their dispute in good faith through such mediation. If the Parties cannot agree upon a mediator, they shall submit the dispute to the American Arbitration Association for non-binding mediation pursuant to its rules. Any such mediation shall take place in the place where the Project is located. Any mediation costs shall be equally borne by the parties.
- d. Anything to the contrary in the Contract Documents notwithstanding, any controversy between Owner and Contractor, the Contract Documents, or an Owner Claim and which is not amicably resolved by the Parties will be submitted to either
 - (1) a court of competent jurisdiction in the State of New York ; or,
 - (2) arbitration pursuant to the Rules of the American Arbitration Association to be conducted at the place where the Project is located. The prevailing party in any litigation/ arbitration shall be entitled to recover reasonable attorney's fees, costs and expenses incurred in connection with the litigation.

7. Termination for Convenience

- a. Owner shall have the right to terminate this Contract, or any Work Order issued hereunder, in whole or part, for its own convenience, by providing Contractor with a written notice of termination, to be effective upon receipt by Contractor. If the Contract or any Work Order is terminated for convenience, the Contractor shall be paid the amount representing costs which are due from the Owner for its Work, as provided in the Contract Documents. The Contractor's remedy under this Article 7 shall be exclusive and in no event will Contractor be entitled to recovery of any anticipatory profits or damages.

8. Assignment

- a. Contractor shall not subcontract any portion of the Work or the Contract and shall not assign or transfer this Contract or any Work Order, or funds due thereunder, without the prior, written consent of Owner and Contractor's surety as needed.
- b. Owner may assign the Contract or any Work Order without prejudice to its rights under the Contract, Work Order, or any surety bond issued with respect thereto.

9. Safety

- a. The Owner makes no representation with respect to the physical conditions or safety of any Project Site. The Contractor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents to workers engaged in the Work and others affected by the Work is the responsibility of the Contractor and Contractor shall comply with all federal, state, labor and local laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards, if any, established by Owner during the progress of the Work. Contractor shall indemnify, defend and hold harmless Owner, Owner and their respective officers, directors, agents and employees from any costs, expenses or liability (including attorneys' fees, fines or penalties) arising out of the Contractor's failure to comply with the aforesaid laws, regulations and codes.

10. Bonds

- a. Within ten (10) days of execution of any individual Work Order, the Contractor **shall** _____ or **shall not** _____ furnish _____ at Contractor's expense a Performance and Payment Bond each in the full amount of the Work which is the subject of the Work Order and in accordance with the forms attached as _____ and in accordance with the rates set forth on _____. The bond form and the surety shall be acceptable to the Owner. Failure to deliver such bonds is a material breach of this Contract.

11. Clean-up

- a. Contractor shall clean up the areas used by Contractor for its Work on a daily basis and remove from each Project site, or to a specified location on the Project site as directed by Owner, and in a manner that will not impede either the progress of the Project or of other trades, all rubbish, waste material, excess material and debris resulting from the Work.

12. Governing Law

- a. This Contract shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles.

13. Severability

- a. In the event that any one or more of the provisions of this Contract or any application thereof shall be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired. However, that to the extent permitted by applicable law, any invalid, illegal or unenforceable provision may be considered for the purpose of determining the intent of the parties in connection with the other provisions of this Contract.

14. Presumption Arising From Authorship

- a. Both Parties have had the opportunity to review this Contract with counsel and negotiate before signing this Contract. Therefore, there will be no presumption for or against either of the Parties arising out of the drafting of the Contract.