Cornell Cooperative Extension
Niagara County

Education Center
4487 Lake Avenue
Lockport, NY 14094
t. (716) 433-8839
f. (716) 438-0275
e. niagara@cornell.edu
http://cce.cornell.edu/niagara

Request for Proposal (RFP) - HVAC

BID PACKAGE

Cornell Cooperative Extension of Niagara County
4487 Lake Avenue
Lockport, NY 14094
716-433-8839

BID PROPOSALS WANTED

Sealed proposals are requested on the list of materials, supplies, equipment or services set forth herein, subject to all conditions outlined in the Proposal Document, including:

SECTION I:	REQUEST FOR BID PROPOSALS
SECTION II:	GENERAL INFORMATION AND INSTRUCTION
SECTION III:	DETAIL SPECIFICATIONS
SECTION IV:	RFP BID FORM
SECTION V:	CORNELL COOPERATIVE EXTENSION CONTRACTOR/CONSTRUCTION AGREEMENT (LONG FORM)

Sealed proposals must be received by 4:00 p.m. on December 1, 2026 to the address noted above. Although cost will be an important factor in awarding the bid, CCE is not obligated by any statute or regulation to award the bid for the project on the basis of cost. Additionally, CCE reserves the right to negotiate changes in equipment with the company determined to have submitted the proposal that is in the best interest of the organization.

SECTION I – REQUEST FOR PROPOSALS

Date of Request:	November 10, 2026
Item Description:	HVAC System Updates and Replacements in 4-H Training Center
Deadline for receipt of bids:	December 1, 2026 at 4:00 p.m. *Bids received after that time shall be rejected and returned to the bidder.*
Bid Opening:	December 1, 2026 at 4:00 p.m.
Deadline for decision on bids:	December 20, 2026 (no later than 25 days after bids are opened)

All bids must be delivered by the specified opening time of the bid. Bids arriving after the specified hour will not be accepted. All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (telephone, fax, etc.) are NOT acceptable.

Cornell Cooperative Extension is an employer and educator recognized for valuing AA/EEO, Protected Veterans, and Individuals with Disabilities and provides equal program and employment opportunities.

SECTION II – GENERAL INFORMATION AND INSTRUCTION

Requirements

Bid specifications for the project must match specifications on the bid sheet or be of equal specifications to be accepted. ***Please include all cost factors and a specific delivery time frame.*** Bidder must meet or exceed insurance requirements detailed in Section V.

Method of Opening/Evaluating Proposals

On December 1, 2026 at 4:00 p.m., all **sealed** bids will be opened publicly at Cornell Cooperative Extension's office at 4487 Lake Avenue, Lockport, NY.

After the bids have been opened, one bid can be accepted or all bids can be rejected, however this decision does not have to be made at the bid opening. The bids received can be evaluated before a decision is made. A decision must be made within 25 days of the bid opening. If no decision is made, then all bids are rejected. *Vendors should state in their bids that the price quoted is good for 25 days.*

If the low bidder is successful, all papers are to be retained in the association file and the order placed with the vendor.

If the low bid is rejected, a memorandum stating in detail the reasons for rejection should be filed together with a copy of the bid tabulation, a copy of the successful vendor's quotation and any rejected vendor's quotation.

Tie Bids
Where two or more responsible bidders submit identical bids as to price, the contract may be awarded to any one of the bidders or all bids may be rejected and the purchase re-advertised.

SECTION III: DETAIL SPECIFICATIONS

Project Specifications

- **Complete removal and replacement of six (6) systems listed below.**

  System #1: 80,000 btu Natural Gas Furnace with 2.5 Ton AC
  System #2: 60,000 btu Natural Gas Furnace with 2.5 Ton AC
  System #3: 120,000 btu Natural Gas Furnace with 5 Ton AC
  System #4: 48,000 btu Air Handler (cooling only)
  System #5: 120,000 btu Natural Gas Furnace with 5 Ton AC
  System #6: 80,000 btu Natural Gas Furnace with 2.5 Ton AC

  Requires A2L Refrigerant and remediation devices on each coil

- **All duct transitions to be completed with 26 gauge or better sheet metal.**
- **Refrigeration line sets to be replaced or rx flushed and evacuated.**
- **New condensers to be installed on composite pads and all electrical disconnects to be replaced.**
- **Existing duct work will remain and install to include adaptions and sealing of new work.**
- **All furnaces to be installed on vibration pads.**
- **New electrical shut off switches to be installed.**
- **All drains to be replaced.**
- **New programable digital thermostats to be installed.**
- **Ensure that all units have proper sized breakers and wire size, replace as necessary.**
- **Size should be within 10% of spec and 95% efficient or better.**
- **All condensers to be 13.2 Seer 2 or better.**
- **Warranty new systems with 2-year craftsmanship guarantee.**
- **All systems to be properly balanced for static pressure.**

SECTION IV: RFP BID FORM

The undersigned proposes to furnish all materials, supplies, equipment or services set forth herein subject to all conditions outlined in the RFP document, including the general instructions and information to bidders, at prices indicated below:

Please list all materials and necessary install information:

Total Bid Proposal: $_____

Payment Terms: _____

Installation Timeframe: _____

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Person Submitting Bid _____
(Print Name)

Title _____

Signature _____

(see next page)

SECTION IV: RFP BID FORM (cont.)

Non-Collusion Certificate

By submission of this bid each bidder or person signing on behalf of the bidder, certifies 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 a 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 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 or not to submit a bid for the purpose of restricting competition.

Signature for Non-Collusion Certificate

_____

Printed Name Title

_____

Signature Date

<u>Sealed</u> bids can be sent to:

Cornell Cooperative Extension of Niagara County
ATTN: SEALED HVAC BID
4487 Lake Avenue
Lockport, NY 14094

Deadline: December 1, 2026 at 4:00 p.m.

SECTION V: CORNELL COOPERATIVE EXTENSION CONTRACTOR/CONSTRUCTION AGREEMENT (LONG FORM)

This Master Agreement ("Contract"), made by and between ***Cornell Cooperative Extension of Niagara 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:

Please review project specifications outlined in Section III of the RFP.

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, volunteers, 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 CCE and its representative, P. W. Wood & Son, Inc., before the Work commences via an **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 CCE 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 a 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, or 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 $1,000,000
b) Aggregate: $1,000,000
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, volunteers, agents, architects and engineers are hereby named as Additional Insured." As well as any party identified as AP in clause 1.

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, volunteers, 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, volunteers, 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 the 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-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 involving Contractor's Work, whenever Owner is permitted to do so by the terms of the Contract Documents. If such a dispute is prosecuted or defended by the 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 the 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 its notice of claim or notice of intent to litigate in a timely manner 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 in 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, volunteers, 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, 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.