

**PROJECT MANUAL FOR
STABILIZATION & RESTORATION
OF THE
MOHONK PRESERVE
TESTIMONIAL GATEWAY
NEW PALTZ, NEW YORK**



OWNER:

MOHONK PRESERVE, INC.
P.O. BOX 715
NEW PALTZ, NEW YORK 12569

ARCHITECTS:

CRAWFORD & STEARNS
ARCHITECTS AND PRESERVATION PLANNERS
134 WALTON STREET
SYRACUSE, NEW YORK 13202

ARCHITECT'S PROJECT NO. 1502

MAY 7, 2015

PRELIMINARY- NOT FOR CONSTRUCTION

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END

INVITATION TO BID

STABILIZATION & RESTORATION of the MOHONK PRESERVE TESTIMONIAL GATEWAY

Sealed bids will be received by mail or hand delivery to 3197 Rte 44 55, Gardiner, NY 12525 **until 2:00PM** local time on Friday, **June 5, 2015**.

The work includes ACM mitigation, selective removals, Spanish tile roof repair and partial replacement, rough carpentry, wood window restoration, window replacement and membrane roof repair.

Bid documents will be available from the Owner for viewing by appointment, and may be purchased at Bidder's cost from Plan & Print Systems, Inc., 6160 Eastern Avenue, Syracuse, NY 13211 (Tel.: 315/437-5111).

A pre-bid meeting will be held at the Mohonk Preserve Testimonial Gateway, the project site, on Friday, **May 22, 2015 at 2:00PM**. Prospective bidders are strongly encouraged to attend.

Prevailing wage rates do not apply. A 5% Bid Bond is required. A 100% Performance & Payment Bond will be required of the successful bidder.

INSTRUCTIONS TO BIDDERS

All proposals and related agreements shall comply with the following terms and requirements, which shall be incorporated into and made part of the contract documents:

1. General:

- a. The work of this project is per the Bid Form, and shall be let as a single contract to a single prime contractor.
- b. All bidders shall review the contract documents, as defined in the Project Manual, thoroughly prior to submitting their bids.
- c. Public funding sources may be identified. Project documentation requirements for such sources will be determined by the Owner.
- d. **IMPORTANT:** The work of this project requires the use of naturally hydraulic lime, not common mortar mix. Naturally hydraulic lime is more expensive than common mortar mix and takes longer to cure. Bidders are advised to confirm actual costs prior to bidding. See PWS&A and drawing sheet A-5.

2. Hazardous Materials Identification & Abatement (see Owner's Directive):

- a. The Owner has undertaken a formal assessment of possible hazardous materials on the premises. This report is included in the Project Manual for reference.
- b. Refer to Section 01530 regarding the Architect's related responsibilities.
- c. Removal and abatement of exterior asbestos-containing materials **is** included in the work of this project and shall be the responsibility of the Contractor.
- d. Refer to the "Owner's Directive" for information pertaining to the abatement of hazardous materials.
- e. All such work shall be performed in accordance with applicable laws and standards by duly trained, certified, licensed, and qualified personnel. The Contractor shall be responsible for providing to the Owner a plan for abatement in advance of the work, for securing and paying for all necessary permits and variances, for all notification and protection, for all abatement and related work including equipment and supplies, for legal disposal of all affected materials, for all air-monitoring and testing, and for all other activities and costs necessary for the complete abatement of asbestos-containing materials at the site. Upon completion of the abatement work, the Contractor shall provide to the Owner a notarized statement attesting to the fact that such work has been completed in accordance with all applicable laws and standards.
- f. The Architect's contract does not include services related to asbestos or any products or processes considered to be hazardous by any governmental agencies. The Architect may participate in discussions relating to such work, but shall not have any responsibility or authority to make determinations relating to any hazardous materials or procedures.
- g. The Contractor shall assume that unless otherwise identified all paints in and around the building contain lead and shall take all appropriate and required precautions to minimize lead dangers to the public, the building's occupants, and all workers and suppliers associated with the work.
- h. The work of this project may involve contact with and removal of miscellaneous bird or animal wastes. The Contractor shall be responsible for all such work that may be included specifically in or incidental to the project scopes, observed in the course of pre-bid site visits, reasonably anticipated, or inferred from the general nature of the project and building conditions. All such contact and removals shall be included in the project scope and shall be undertaken in compliance with applicable standards for worker safety and protection of the public.
- i. Particular attention shall be paid to the potential for mold and other organic growth due to latent dampness. Mold can cause damage to health and property. The Contractor shall not cover over mold or moist conditions or incorporate damp materials into the work.

- 3. Owner & Project Representatives:**
- a. The Owner of record is the Mohonk Preserve and shall be represented by Peter Karis or his/her authorized agent.
 - b. The Architect is Crawford & Stearns, Architects and Preservation Planners, 134 Walton Street, Syracuse, NY 13202 (telephone: 315/471-2162), (Fax: 315/471-2965) and shall be represented by Carl D. Stearns or his authorized agent.
- 4. Project Schedule:**
- a. Award: It is the Owner's intention to award all contracts within one week of receipt of bids, subject to approval of the contractor's qualifications and M/WBE solicitation efforts (if required).
 - b. Period of Construction:
 1. It is the Owner's desire that the work shall begin as soon as possible and that all scopes of work shall be 100% complete, including project closeout, no later than **October 30** of this year.
 2. An informal schedule shall be provided on the Bid Form and a formal schedule will be negotiated and made part of the agreement between Owner and Contractor.
- 5. Withdrawal or Modification of Bids:** Bids may be withdrawn by written request prior to the bid opening. Withdrawn bids may be modified and resubmitted prior to the time of the bid opening without penalty. Modifications will not be permitted after the time of the bid opening and bids may not be withdrawn after the time of the bid opening.
- 6. Bid Documents, Examination of Site & Questions:**
- a. Bid documents are available to bidders per the Invitation to Bid.
 - b. Before submitting a proposal, Bidders shall visit the site and make a careful examination of all conditions that have a bearing on the proposed work.
 - c. The site shall be accessible by appointment during normal working hours.
 - d. All other questions regarding the project should be addressed to the Architect.
- 7. Variations:** Should a Bidder find discrepancies between site conditions and the bid documents, or be in doubt as to their meaning, he/she shall at once contact the Architect for interpretation. The Architect shall review the questions will issue an addendum to all bidders as warranted. Any addenda issued for and during the bidding period will be included in and form a part of the contract documents.
- 8. Bids Required & Bid Date:**
- a. Sealed bids using a copy of the enclosed form shall be delivered to the Owner in accordance with the Invitation to Bid at which time all bids will be opened. Phone or Fax bids will not be accepted.
 - b. The Owner reserves the right to reject any or all bids and to waive any informalities in the bidding process.
 - c. All Bids shall include the following materials as described herein:
 - Bid Form
 - Bidder Qualification Statement & Attachments
 - Statement of Non-Collusion
 - d. Bids shall include all labor, materials, equipment (if applicable) necessary for the completion of the work of each scope as required and reasonably implied by the Invitation to Bid and the Bidder's site inspection. Bidders are advised to verify that all suppliers and subcontractors have reviewed all portions of the contract documents thoroughly.
- 9. Bid Security:** Each Bidder shall provide a bid guarantee of not less than 5% of the total base bid in the form of a certified check or bid bond, payable to the Owner with the understanding

that it shall guarantee that the Bidder will not withdraw his bid for a period of forty-five days after the scheduled closing time for the bids and that if the bid is accepted, will enter into a contract as specified. By failure to do so the Bidder shall be liable to the Owner for the full amount of the bid guarantee as representing damage to the Owner on account of the default of the Bidder in particular hereof. Bid security will be returned within two weeks after the execution of the contract or, if no contract has been awarded, within forty-five days after the date of opening of bids. The cost of bid security shall be paid by the Bidder.

10. **Payment & Performance Bonds:** A Payment & Performance Bond for 100% of the contract price and in a form acceptable to the Owner is required as a condition of contract. Include this cost in the base bid.
11. **Historic Significance:**
 - a. This property possesses historic and/or architectural significance and is listed in the National Register of Historic Places. The Contractor shall recognize that all aspects and elements of the property may potentially contribute to this significance and the Contractor shall not judge the relative significance of any features nor of the impact of any or all proposed work. This responsibility shall rest with the owner in consultation with the Architect.
 - b. No deviations from the contract documents shall be performed and no features or materials shall be altered, removed, reused, or taken from the premises without the written approval of the Architect as being consistent with the requirements of the Contract Documents.
 - c. All work shall be consistent with *The Secretary of the Interior's Standards for the Treatment of Historic Properties* as determined by the New York State Office of Parks, Recreation and Historic Preservation. Refer to Save America's Treasures funding requirements.
 - d. **Note requirements for potential use of naturally hydraulic lime mortar components in Section 04500 Masonry Restoration.**
12. **Tax Status:**
 - a. Tangible personal property sold to the Contractor or any subcontractor and which is to become an integral part of the Owner's structure, building or real property pursuant to this contract, is not subject to Sales and Compensating Use Taxes of the State of New York or cities or counties therein. These taxes are not to be included in the bids.
 - b. This exemption does not apply to tools, machinery, equipment, or other property leased by or to the Contractor or a subcontractor or to materials and supplies of a kind which will not be incorporated into the complete project, and the Contractor and his subcontractors shall be responsible for and pay any all applicable taxes including Sales and Compensating Use Taxes on such leased tools, machinery, equipment or property or on such unincorporated materials and supplies, and the provisions as set forth below will not be applicable to such tools, machinery, equipment, property and unincorporated materials and supplies.
13. **Insurance Requirements for Contractors:**
 - a. Prior to commencement of the work of this contract, the Contractor shall furnish to the Owner one original policy of insurance plus four certificates of insurance or one certified copy of the original policy of insurance plus four certificates of insurance for each of the several kinds of insurance specified below.
 - b. The Contractor shall procure and maintain at his expense and without expense to the Owner all insurance required herein. Such insurance shall be written by an insurance company authorized to write insurance in the State of New York, shall be drawn on standard forms approved by the New York State Insurance Department and shall protect as **additional insureds**, the Owner, the Architect, the Construction Inspector and the Project Administrator and all employees, agents and board members to the

forementioned parties from liability for claims for bodily injury, personal injury, death, and/or property damage which may arise from the Contractor's operations under this Contract. No exclusions.

- c. All property damage insurance shall include coverage for explosion, collapse and underground operations as well as for roofing.
- d. The kinds and amount of insurance required are as follows:
 - 1. Worker's Compensation Insurance:
 - a) In accordance with the provisions of the Workmen's Compensation Law and subsequent amendments, and covering all operations under this Agreement, whether performed by the Contractor or by his sub-contractors.
 - b) The Contractor shall keep insured during the life of this Agreement such employees in compliance with the provisions of the Workmen's Compensation Law (State Finance Law, Section 142).
 - 2. Liability Insurance: Policy or policies shall be furnished providing not less than the coverage and limits of liability as follows:

<p><u>Comprehensive General Liability</u> Including Bodily Injury & Property Damage for Premises/Operations, Products & Completed Operations and coverages provided by the General Liability coverage form CG00010 1/96 (or acceptable equivalent) in connection with work to be completed by the Contractor and all sub-contractors.</p> <p><u>Automobile Liability</u> Including Bodily Injury & Property Damage for the Operation of <u>Any Auto</u> (Symbol 1) used in connection with work to be complete by the Contractor and all sub-contractors.</p> <p><u>Umbrella Liability</u> Providing additional limits of liability over and above the General Liability and Automobile Liability Coverages outlined in this section.</p>	<p>General Aggregate Prod./Comp. op. Pers. & Adv. Injury Each Occurrence CSL Fire Damage Medical Expense</p> <p>Comb. Single Limit</p> <p>Each Occurrence Aggregate Self-Insured Retention</p>	<p>\$2,000,000 2,000,000 1,000,000 1,000,000 50,000 5,000</p> <p>\$1,000,000</p> <p>\$2,000,000 2,000,000 10,000</p>
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 - 3. Indemnification: The Contractor shall indemnify and hold harmless the Owner, Architect, Project Administrator, Construction Inspector and all employees, agents and board members to the aforementioned parties from any liability claims, demands, loss payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or act of the Contractor, his agents or employees, all sub-contractors, his or their agents or employees including any Omission or supervisory act of the Owner, its employees or agents, resulting from the Contractor's execution of work or failure to execute under this agreement and shall hold the Owner harmless therefrom.
- e. Stored Materials Coverage: Insurance certificates must clearly indicate stored materials, their insured value, and the location where stored if such materials are to be considered for reimbursement.

- 14. **Wage Rates**: No State or Federal wage rates apply to the work of this contract.
- 15. **Affirmative Action**: The Contractor shall undertake good faith effort to provide all persons an opportunity to participate in the work of this project regardless of race, color, religion, country of origin, or other such conditions.
- 16. **Non-Collusion Certification**: Using the form included in the Project Manual, Bidders must complete and submit a Statement of Non-Collusion with their bid.
- 17. **Contractor Qualifications**:
 - a. Bidders should have not less than five (5) years experience successfully undertaking

- comparable preservation work on historic properties or be able to demonstrate equivalent expertise and qualifications to the Architect and Owner.
- b. Using copies of the form included in the Project Manual, Bidders must submit a list of references and describe the Bidder's scope of work, nature of the project, name and location of the project, and names and phone numbers of the owner, architect, etc. who may verify the Bidder's performance.
 - c. The selected Contractor may also be required to submit for Owner approval the names of personnel to be assigned to this project, indicating the individuals' specific experience and examples of previous assignments.
- 18. Retainage:** Retainage of 10% shall be withheld from all applications for payment and shall be paid following Final Project Completion per Section 01025. Note possible increased retainage per item 10 (Payment & Performance Bonds).
- 19. Form of Contract:**
- a. The contract shall be AIA form A105 - 2007 "Standard Form of Agreement Between Owner and Contractor for a Small Project" or other form acceptable to the Owner.
 - b. Project administration forms, provided by or otherwise acceptable to the Architect, shall be used as directed. When AIA forms are used they must be originals or legal electronic versions in accordance with applicable copyright requirements.
- 20. Alternates & Unit Prices:** Bids should include separate "add" or "deduct" prices for all alternates and unit scopes described by Section 01010. As a condition of contract award, the successful Bidder shall agree to honor all alternate prices for a period not to exceed ninety (90) days from the date of bid, subject to normal limitations of weather.
- 21. Damages:**
- a. Subject to limitations of law, if contract work is not completed and eligible for a Certificate of Final Project Completion per the established project schedule the Contractor agrees to pay to the Owner (or have deducted from amounts owed by the Owner to the Contractor) the amount of \$100 per day for every calendar day the project remains unfinished after the agreed-upon date of final project completion.
 - b. Written confirmation by the Architect of certain delays (including, without being limited to, those resulting from the work of other contractors not under the control of this Contractor, delays in governmental processes, unusual and not reasonably anticipated weather, etc.) shall constitute extension of the completion date without penalty for a period of time commensurate with the nature of the delay.
 - c. Failure to plan or coordinate the work properly, to secure approvals and order materials in a timely manner, or to make sufficient allowance for normal weather and similar limitations will not be considered grounds for extension.
- 22. Overhead & Profit:** The amount allowed for overhead and profit (combined) on Change Orders in accordance with Section 01035 shall be limited to 15% for subcontractors, 15% for work executed by the prime contractors directly, and 5% for prime contractors' costs on top of the subcontractor's costs.
- 23. Interpretation & Clarification of Documents:**
- a. Bidders shall bid all products and services as specified and shall not presume as to the equivalency of others, which may be similar, but not necessarily acceptable.
 - b. Requests for interpretation of documents shall be made to the Architect in writing not less than five (5) working days prior to the bid due date to allow sufficient time to review the request, make a determination, and notify all bidders by addenda if necessary. No oral interpretations shall be binding.
 - c. Such interpretations or clarifications generated by the Architect as addenda shall be issued to all parties on the current bid list for whom sufficient contact information is provided. The Architect assumes no responsibility for notification of suppliers,

subcontractors, builder's exchanges, or other such parties. All suppliers, subcontractors, etc. are advised to consult with prime Bidders to identify any addenda or relevant changes to the scope or bidding terms.

- 24. Warranty:** All work executed under this project shall be warranted for a period of not less than one (1) year, except as noted on Contractor's Warranty form enclosed. The Contractor shall be fully responsible for all materials and services provided by and for any work performed by the Contractor's subcontractors and/or suppliers associated with the work of this project.

* * * * *

END

BID FORM

To: _____

Date: _____

Submitted By: _____

Having inspected the site and carefully examined the Bidding and Contract Documents including all Addenda, the above-noted bidder proposes to provide all materials and labor and make all applicable payments and fees necessary for execution of work described by these documents.

Provide separate costs, each including proportional amounts for General Conditions and other costs specifically associated with the individual work, for the scopes described by the bid documents.

Where applicable, provide only the difference in cost between the alternate scope and the work already included in the base scope, and indicate clearly whether it is an additional cost or a deduction.

**PHASE 1 – Stabilization & Restoration for the Mohonk Preserve Testimonial Gateway
New Paltz, New York**

A. BASE CONTRACT SCOPES:

<u>Scope BC1:</u> Interior Removals	\$ _____
<u>Scope BC2:</u> Roof Tiles	\$ _____
a: Install new Spanish tile on Archway (north) Roof	\$ _____
b: Repair Kitchen Roof	\$ _____
c: Repair Tower roof	\$ _____
d: Repair Observation Deck roof and replace hatch	\$ _____
<u>Scope BC3:</u> (Windows)	\$ _____
a: Rehabilitate existing	\$ _____
b: Replace with new clad	\$ _____

B. ALTERNATES:

<u>Alternate 1:</u> Install new Akron Spanish tile on Archway (North) roof	Add \$ _____
<u>Alternate 2a:</u> Install new Spanish tile on Kitchen roof.	Add \$ _____
<u>2b:</u> Install new Akron Spanish tile on Kitchen roof.	Add \$ _____
<u>Alternate 3a:</u> Install new Spanish tile on Tower roof.	Add \$ _____
<u>3b:</u> Install new Akron Spanish tile on Tower roof.	Add \$ _____
<u>Alternate 4:</u> Rehabilitate wooden windows.	Deduct \$ _____

3. UNIT COSTS: Provide separate costs, each including proportional amounts for applicable General Conditions and other costs specifically associated with the individual work, for the scopes below as described by the Project Work Scopes & Alternates. Where applicable, provide only the difference in cost between the alternate scope and the work already included in the base scope, and indicate clearly whether it is an additional cost or a deduction.

Unit Cost UC1: Repair concrete deck. **Add \$ _____ / S.F.**

Unit Cost UC2: Repoint. Assume 2" depth. **Add \$ _____ / L.F.**

4. **SCHEDULE OF WORK:** Upon notification of acceptance of this proposal, Bidder agrees to execute a contract within 10 days, to begin work by not later than _____ and guarantee the completion of this work on or before _____ if the contract is awarded before _____.

5. **ADDENDA:** Bidders shall acknowledge receipt of or awareness of all Addenda below.

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

6. **BID TERM:** The Bidder warrants that this Proposal shall remain valid for a period of not less than forty-five (45) days from the date of the Bid opening.

7. This Bid is submitted by: _____

Legally located at: _____

Receiving mail at: _____

Telephone: _____ Fax: _____

Federal ID Number: _____ E-mail: _____

The Undersigned hereby represents that the Bidder is a Corporation [], Partnership [], Sole Proprietorship [], or Other [] operating according to the laws of the State of New York and that the Undersigned is legally authorized to represent and obligate the Bidder as stipulated above.

Name of Authorized Signatory (Please Type or Print) Title

Signature of Authorized Signatory Date

RESOLUTION (For Corporate Bidders Only)

RESOLVED that _____ be authorized to sign and submit the bid of this corporation for the above referenced project and to include in such bid the certificate of non-collusion required by section 103-d of General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. The foregoing is a true and correct copy of the resolution legally adopted by the corporation at a meeting of its board of directors on the _____ day of _____, 20____, and is still in full force and effect as of the date of this bid or proposal.

(SEAL OF THE CORPORATION)

Secretary

BIDDER QUALIFICATION STATEMENT

This form must be completed and submitted with the bid. The Owner reserves the right, subject to limitations of the law, to reject bids from Contractors who, in the judgment of the Owner, do not demonstrate adequate experience or the ability to execute the work of this contract as per the terms of the Contract Documents.

1. Name of Bidder: _____
2. Location and Mailing Address: _____

3. Telephone: _____ Fax: _____ Fed ID#: _____
4. Name of Legally Authorized Representative: _____
5. Form of Business (Corporation, Partnership, etc.) _____
6. Type of Work or Trade Performed by this Bidder: _____

7. When was this particular business founded?: _____
8. Has firm ever been removed from a project, banned from bidding, or failed to complete work under contract? Yes [] No [] If yes, provide details on an attached sheet.
9. On an attached sheet describe work relevant to that of the proposed project, which this firm has successfully executed in the past five years. Include project names, dates, scope of work, names and phone numbers of owners and consultants who can be contacted as references.
10. List three trade references (suppliers, etc.) with contact person and phone numbers:

11. List one bank reference:

The undersigned warrants that the information above and attached is accurate and true.

Name of Authorized Signatory

Title

Signature of Authorized Signatory

Date

STATEMENT OF NON-COLLUSION

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in 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; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
4. That this bid represents a true and accurate representation of actual costs relating directly to the execution of work as defined by the Contract Document and that no such costs, whether materials, labor, or other, shall be applied directly or indirectly to other scopes or projects.
5. That the undersigned is fully authorized by the Bidder, as defined in the Form of Proposal, to represent and obligate the Bidder as stipulated under penalty of all applicable laws.

The statement above has been read and understood by the undersigned, who hereby declares it to be true and accurate.

Bidder (Contractor)

Name of Authorized Signatory

Title

Signature of Authorized Signatory

Date

Subscribed and sworn to before me this _____ day of _____, 20 ____ .

Notary Public: My Commission Expires _____

RESOLUTION (For corporate bidders)

RESOLVED that _____ is authorized to sign and submit the bid or proposal of this corporation for the above-noted project and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. The foregoing is a true and correct copy of the resolution adopted by the corporation at a meeting of its board of directors held on _____, 20 ____, and is still in full force and effect at the date of this proposal.

(SEAL OF THE CORPORATION)

Secretary

CONTRACTOR'S WARRANTY

PROJECT PROPERTY: _____

PROJECT OWNER: _____

OWNER'S LEGAL ADDRESS: _____

CONTRACTOR: _____

CONTRACTOR'S LEGAL ADDRESS: _____

CONTRACT FOR: _____ DATED: _____

PROJECT ARCHITECT: Crawford & Stearns • Architects and Preservation Planners
134 Walton Street • Syracuse, New York 13202

The Contractor's legally authorized representative attests:

1. That he/she is legally authorized to execute this document on behalf of the Contractor;
2. That in this capacity he/she is familiar with the work and the terms of the above-noted Contract;
3. That the Contractor warrants all work included in the scope of this Contract and in all subsequent amendments to have been completed in accordance with the terms of the Contract;
4. That the Contractor guarantees all work to be free of defects in installation, workmanship, and materials;
5. That the Contractor shall be responsible for the correction or replacement, at no extra cost to the Owner, of all work (including that of subcontractors) found to be defective in installation, workmanship, or materials for a designated period from the Date of Final Acceptance as established by the Architect, which shall be:

6. Warranty periods shall be as per the Contract Documents, but not less than:

Roof Work	Five (5) years
All Other Work	One (1) year
7. That during this same period the Contractor shall also be responsible for the correction or replacement, at no extra cost to the Owner, of all property damaged as a result of defects in the installation, workmanship, or materials or work under this Contract (including that of subcontractors);
8. That all required corrections or replacement shall be undertaken promptly upon written notification by the Owner at the convenience of the Owner;
9. That the Contractor shall be responsible for the cost of any additional permits, inspections, testing, or professional services necessary for or relating to the replacement or correction of defective work;
10. That the Contractor shall not be responsible for damage due to abuse or neglect on the part of the Owner;
11. That the obligations of any other warranties or guarantees required by specific portions of the Contract Documents shall not be diminished in any way by the terms of this guarantee and that at all times the more stringent portions of all guarantees shall apply.
12. That the Contractor shall be fully responsible for all materials and services provided by and for any work performed by the Contractor's subcontractors and/or suppliers associated with the work of this project.

By: _____ (Signature)

Name: _____ (Printed or Typed)

Sworn before me this _____ day of _____ 20____

By: _____ (Notary Public)

**OWNER'S
DIRECTIVE**

OWNER'S DIRECTIVE: HAZARDOUS MATERIALS

A. General

1. Subject Property: Mohonk Preserve Testimonial Gateway, New Paltz, New York
2. Owner: Mohonk Preserve, New Paltz, New York
3. The Owner has undertaken an environmental assessment of the property to identify the presence of hazardous materials. This assessment has resulted in the identification of areas of Asbestos-Containing Materials (ACMs) and lead containing paints. This directive documents the location and composition of these materials and indicates the regulations under which these materials shall be abated or removed by the Contractor.

B. Asbestos-Containing Materials

1. Scope: The removal and disposal of identified asbestos-containing materials where disturbed by the work of this project is included in the project scope, including testing, reports, procedures and processes as may be necessary and as defined by all applicable laws. Air monitoring will be paid for by the Owner through an independent third party.
2. A report, obtained by the Owner under contract with HSC Consulting Services (8636 Brewerton Road, Cicero, NY 13039) identifies the presence of asbestos. Bidders are advised to review the report and inspect the property thoroughly when preparing proposals for the removals in compliance with all applicable laws.
3. All work shall be undertaken in full compliance with all applicable New York State Department of Labor regulations for the removal, abatement, and disposal of asbestos-containing materials. All related filing, abatement documentation, and material manifests required by the applicable regulations shall be secured by the Contractor and provided to the Owner.
4. At the direction of and as a convenience to the Owner, the Architect may, without incurring any responsibility or liability, include in the Contract Documents materials prepared by others (who are not paid by or directly responsible to the Architect) which address hazardous materials. The Architect shall not be responsible for the administration of those portions of the project associated with hazardous materials including, without being limited to, review of submittals, inspection of work, or approval of payment. The Architect may participate in discussions relating to these conditions and services by others, but shall not be required or empowered to provide any professional opinion or determination relating thereto.

C. Lead-Containing Paints

Scope: Contractor shall assume that unless otherwise identified, all paints in and around the building contain lead and shall take all appropriate and required precautions to minimize lead dangers to the public, the building's occupants, and all workers and suppliers associated with the work.

D. Attachment

Enclosed is the cover of the "Report of Findings for Hazardous Materials Assessment" dated March 16, 2015 by HSC Consulting Services. Copies of the report are available from the Owner.

END

