

**CONSTRUCTION AGREEMENT**  
**(Stipulated Sum)**

BY AND BETWEEN

**NEW YORK UNIVERSITY SCHOOL OF MEDICINE,  
an administrative unit of  
NEW YORK UNIVERSITY**

**- OWNER -**

AND

[ ]

**- CONTRACTOR -**

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**PROJECT**

Animal Imaging Suite on Medical Science Building  
4<sup>th</sup> Floor, 433 East 30<sup>th</sup> Street, New York, NY

**DATED AS OF**

[ ]



ARTICLE 2

**(The Work)**

The Contractor shall perform all the Work required by the Contract Documents in order to renovate and construct approximately 4,000 square feet of lab space, offices and all associated infrastructure to support the animal imaging facility located within the Medical Science Building, 4<sup>th</sup> Floor, 433 E. 30<sup>th</sup> Street.

ARTICLE 3

**(Time of Commencement and Substantial Completion)**

The Work to be performed under this Contract shall be commenced on the date set forth in the Owner's notice to proceed and, subject to authorized adjustments, Substantial Completion shall be achieved within [ ] of such date.

ARTICLE 4

**(Contract Sum)**

4.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of [ ].

4.2 Change Order mark-ups shall not exceed the following: (a) for Contractor work, ten percent (10%) for the Contractor's general conditions, insurance and overhead and five percent (5%) for the Contractor's profit; and (b) for Subcontractor work, ten percent (10%) for all Subcontractor general conditions, insurance and overhead and five percent (5%) for all

Subcontractor profit. Contractor markup on Subcontractor work shall not exceed five percent (5%).

## ARTICLE 5

### **(Progress Payments)**

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum as provided in the Contract Documents for the period ending on the last day of the month as follows: Not later than ninety (90) days following the end of the period covered by the Application for Payment, or as otherwise provided by law, Ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and Ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to Ninety-Five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents. The Contractor shall invoice monthly to [redf.ps@nyumc.org](mailto:redf.ps@nyumc.org) and shall reference the Owner's project information management name ("[ ]") and number ([ ]), respectively. In the event the Contractor is unable to transmit documents electronically, the Contractor shall invoice to:

Finance and Administration  
Real Estate Development & Facilities  
339 East 28<sup>th</sup> Street  
New York, New York 10016

Use AIA Forms G701-Change Order, G702-Application and Certificate for Payment, G703-Continuation Sheet, G706-Payment Affidavit and G714-2007 Construction Change Directive. All required permits, filings, notifications, etc. must accompany request for the first payment. All payment applications must also be accompanied by partial release and lien waivers for payments throughout the Project and a final release and lien waiver for the final payment.

## ARTICLE 6

### **(Final Payment)**

Final payment, constituting the entire balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract has been fully performed and a final Certificate for Payment has been issued by the Architect. Invoice for final payment must be accompanied by a listing of the legal name, address and telephone numbers of all subcontractors with their associated trades, and an original notarized AIA G-706A form; and must also be accompanied by all required sign-offs, inspections, acceptances and other approvals.

## ARTICLE 7

### **(Miscellaneous Provisions)**

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contractor and each person signing on behalf of the Contractor represents and warrants that the Contractor and each parent and/or affiliate of the Contractor has not been suspended, disqualified, debarred or otherwise excluded from or declared ineligible to

bid or perform work for any governmental agency or otherwise prohibited from participation in any federal or state program, including Medicare or Medicaid (collectively, "Program"), and to the best of its knowledge, there are no pending civil anti-trust or criminal investigations or pending or threatened debarments or exclusions of the Contractor from any Program. The Contractor covenants to notify Owner in writing as soon as practicable if the Contractor is the subject of any civil anti-trust or criminal investigation, or is excluded, barred or suspended from participation in any Program and to refrain from employing or contracting for purposes of providing any work or services to Owner with any individual or entity known by the Contractor to be sanctioned, suspended or excluded from participation in any Program. The Contractor shall include the provisions of this "No Exclusion" Section in each subcontract agreement (of any tier) that the Contractor enters into under this Agreement and shall cause such subcontractors and their subcontractors of any tier to so include such provisions. Each of the representations and warranties made in this "No Exclusion" Section is a material representation of fact by the Contractor upon which Owner has relied as an essential inducement to enter into this Agreement. In addition to any other remedies available to the Owner, the Owner may terminate this Agreement for cause in the event that any representation or warranty made in this Section is untrue at the time.

7.3 Prior to beginning the Work, the Contractor shall visit the Owner's Environmental Health and Safety website (located at <http://redaf.med.nyu.edu/safety/environmental-health-safety/safety-policies>) and note any revisions or additions made to the Work Requirements attached hereto. Thereafter, the Contractor shall periodically visit the website during the course of the Project and keep abreast of any revisions and additions made to the Work Requirements. At all times during the course of

the Project, the Contractor shall comply with all revisions and additions made by the Owner to the Work Requirements, as such revisions and additions are posted to the website.

7.4 The Contractor shall be responsible for avoiding jurisdictional and other Project Site-specific labor disputes involving the labor employed at the Project Site by the Contractor, Subcontractors and sub-contractors of any tier. The Contractor shall not be responsible for industry-wide labor disputes.

7.5 The Contractor shall perform the Work in accordance with any Project Site rules and, in addition to the insurance and indemnification requirements set forth in the General Conditions, comply with any insurance and indemnification requirements set forth by the Project Site's landlord.

7.6 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1, and except for Modifications issued after execution of this Agreement, are enumerated as follows:

General Conditions and Work Requirements (attached)

List of Drawings and Specifications (Exhibit A)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**OWNER:**

**NEW YORK UNIVERSITY SCHOOL OF  
MEDICINE, an administrative unit of  
NEW YORK UNIVERSITY**

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

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

Title: \_\_\_\_\_

**CONTRACTOR:**

[ \_\_\_\_\_ ]

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

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

Title: \_\_\_\_\_



Exhibit A

List of Drawings and Specifications