

William Wenzel, Town Supervisor
Jennifer Howe, Town Clerk
Carol Sowycz, Deputy Town Clerk



Michael Santulli, Council Member
Francis R. Potter, Council Member
Dianne Grant, Council Member
Andrew Lucks, Council Member

5853 Western Turnpike
Duanesburg, New York 12056

Town of Duanesburg

Schenectady County

P# 518-895-8920
F# 518-895-8171

Thursday, November 9, 2023

Town of Duanesburg is inviting you to view a scheduled Zoom meeting.

Topic: Town of Duanesburg's Town Board Meeting

Time: 7:00 p.m.

Join Zoom Meeting

Meeting ID: 889 0570 1411

Passcode: 886918

Dial in by Phone: 1-646-558-8656

Town Board Meeting Agenda

Meeting Time: 7:00PM

Call to order
Pledge of Allegiance
Prayer/Moment of Reflection

Continuation of Public Hearing: Proposed Local Law No. 4 of 2023 entitled "A Local Law to Amend the Duanesburg Zoning Ordinance to Require Septic Inspection Prior to the Transfer of Ownership in the Duane Zoning Lake District (L-2).

Public Hearing: Preliminary Budget for 2024, and that any person may be heard in favor or against the items therein contained.

Approval of minutes for: Regular Town Board Meeting on Thursday October 26, 2023

Town Clerk's Report
Payment of Claims

Committee Reports

Highway
Public Safety
Park
Sewer Districts #1, 2 & 3
IT

Business Meeting:

1. **Motion to appoint Ed Kuhl and Steve Wales as Wingmen for the season.**
2. **Motion to authorize the Town Supervisor to sign the contract with Sky Testing.**
3. **Motion to authorize the Town Supervisor to execute the contract with Glen Valley Standing Seam Roofing.**
4. **Motion to set a special meeting on November 17, 2023 at 9am, for the purpose of adopting the 2024 Budget.**
5. **Motion to cancel the regularly scheduled Town Board Meeting on November 23, 2023.**

Executive Session: To seek advice from counsel.

Privilege of the Floor:

Comments are limited to 5 minutes per person. Please state your name and address for the record. Be respectful. Address the entire Town Board. Individual members are not to be singled out. Speak of issues related to Town business. There will be no tolerance for personal attacks on Board Members. The board reserves the right to ask that your question be put in writing and to be submitted to the Town Clerk to then be distributed to the Town Board. Questions will be answered in a timely manner and mailed to the resident.

**LEGAL NOTICE
NOTICE OF PUBLIC HEARINGS
TOWN BOARD
TOWN OF DUANESBURG**

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg located at 5853 Western Turnpike, on Thursday, October 26, 2023 at 7:00 p.m. for the purpose of hearing all persons interested in the matter of:

The Town of Duanesburg is proposing a local law requiring the inspection of on-site septic systems prior to transfer of ownership of any real property within the Duane Lake District.

Persons may appear at the hearing in person and may also submit written comments to the Town Board prior to or at such hearing.

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: October 12, 2023

* Public Hearing continued to Nov. 9th
@ 7pm.

LOCAL LAW NO. _____ FOR 2023

A LOCAL LAW TO AMEND THE DUANESBURG ZONING ORDINANCE TO REQUIRE SEPTIC SYSTEM INSPECTION PRIOR TO THE TRANSFER OF OWNERSHIP IN THE DUANE ZONING LAKE DISTRICT (L-2)

BE IT ENACTED by the Town of Duanesburg Town Board (“Town Board”) as follows:

SECTION 1: Title of the Local Law

The local law shall be entitled “Septic System Inspection Prior to the Transfer of Ownership of Property in the Duane Lake Zoning District (L-2).”

SECTION 2: Authorization

This local law is adopted pursuant to the NYS Municipal Home Rule Law and General Municipal Law.

SECTION 3. Legislative intent and purpose.

It has been reported to the Town Board that some residents of the Town of Duanesburg use Duane Lake as a source of potable water and that there are older septic systems located on properties proximate to Duane Lake that do not meet the requirements established by local, State and County laws and regulations for on-site private septic systems. The Duane Lake Association has represented to the Town that the majority of the residents surrounding Duane Lake do not support the establishment of a Town Sewer District for Duane Lake with a public sewer system due to the cost of such a system. As a result there are very few options available to the Town of Duanesburg for protecting public health and safety related to Duane Lake which is privately owned and controlled. Given this one means of moving toward ensuring effective protection of Duane Lake waters is the periodic inspection of on-site private septic systems to discontinue the operation of such systems to prevent contamination of Duane Lake.

The purpose of this Local Law is to adopt inspection requirements for on-site private septic systems when property changes ownership in the Duane Lake Zoning District (L-2).

SECTION 4. Inspection of Existing Septic Systems Prior to Transfer of Ownership in the Duane Lake Zoning District (L-2).

No more than one hundred and twenty (120) days nor less than sixty (60) days prior to transfer of ownership of any real property within the Duane Lake Zoning District (L-2) which contains a habitable structure, the on-site septic system thereupon shall be thoroughly inspected and approved in writing by a qualified inspector (see below) to determine if the on-site septic system meets or does not meet all the requirements of local, County, State and federal law and regulations for such on-site septic systems.

SECTION 5. Qualifications.

Inspections shall be performed by a licensed or qualified inspector: a person, corporation, or similar business entity who a) by authority, certification or license "in good standing" granted by the State of New York is a professional engineer, or septic system engineer/designer, or 2 b) by current certification, training, or licensing in the discipline(s) of septic system design, septic installation and/or septic inspection such inspector has been trained by the New York Onsite Wastewater Treatment Training Network, Inc. (OTN), or equivalent training recognized by the New York State Department of Health or the New York State Department of Environmental Conservation. Proof of such qualifications including a certification by the inspector as to his or her qualifications shall be provided to the Town Building Inspector prior to any inspections being undertaken.

SECTION 6. Submission to the Building Inspector

All inspection reports shall be submitted to the Town of Duanesburg Building Inspector within 10 days of undertaking the inspection.

SECTION 7. Failed inspection requirements.

If the property owner fails to file an inspection report or the report indicates that the system has failed the inspection, the property owner will have ninety (90) days to repair or replace the septic system and submit an approval in writing by a qualified inspector (see above). If after ninety (90) days the property owner does not submit an approval in writing by a qualified inspector, the certificate of occupancy for such residence relying upon such a failing system shall be revoked until such time as the system is repaired or replaced and an approval in writing by a licensed or qualified inspector of the repaired or replaced system has been provided to the Town Building Inspector and accepted by the Town Building Inspector. The Town Building Inspector shall have the authority to reasonably extend the ninety (90) day time period as necessary due to limitations caused by the weather or unavailability of contractors or materials.

SECTION 8. Supersession

Pursuant to the powers granted by the Municipal Home Rule, this Local Law supersedes all provisions of the Town of Duanesburg Town Code, in so far as such statues are inconsistent with this Local Law and any other laws or regulations of the Town of Duanesburg are superseded to the extent necessary to give this Local Law full force and effect. All other provisions shall remain the same.

SECTION 9 Severability

Each separate provision of this Local Law shall be deemed independent of all other provisions therein, and if any provisions shall be deemed or declared invalid, all other provisions hereof shall remain valid and enforceable.

SECTION I0. Effective Date.

This local law shall take effect immediately upon filing in the Office of the Secretary of State in accordance with Municipal Home Rule Law § 27.

**LEGAL NOTICE
NOTICE OF PUBLIC HEARING
TOWN BOARD
TOWN OF DUANESBURG**

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, on **Thursday, November 9, 2023** at **7:00 p.m.** for the purpose of hearing all persons interested in the Preliminary Budget for 2024, and that any person may be heard in favor or against the items therein contained.

The Preliminary Budget for the Town of Duanesburg for the fiscal year beginning January 1, 2024 has been filed in the office of the Town Clerk, Town Hall, 5853 Western Turnpike, Duanesburg, New York, where it is available for inspection during regular office hours.

Pursuant to Section 108 of the Town Law, the proposed salaries of Town Officers are hereby specified as follows:

Town Supervisor: \$21,775
Town Council-Member: \$7,236
Town Council-Member: \$7,236
Town Council-Member: \$7,236
Town Council-Member: \$7,236
Town Clerk: \$52,470
Highway Superintendent: \$63,350
Town Justice: \$16,805
Town Justice: \$16,805

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: October 12, 2023

TOWN OF DUANESBURG

COUNTY OF SCHENECTADY

VILLAGE WITHIN TOWN:

DELANSON

PRELIMINARY

TOWN BUDGET

YEAR 2024

Certification of Town Clerk

*I, Jennifer Howe, Town Clerk, certify that the following
is true and correct copy of the Year 2024 Budget of the
Town of Duanesburg as adopted by the Town Board on
The ___ day of November 2023.*

Signed _____

Dated _____

**TOWN OF DUANESBURG
SUMMARY OF TOWN BUDGET
YEAR 2024**

CODE FUND	APPROPRIATIONS AND PROVISIONS FOR OTHER USES	LESS ESTIMATED REVENUES	LESS UNEXPENDED BALANCE	AMOUNT TO BE RAISED BY TAX
A GENERAL	\$1,562,771	\$593,453	\$150,000	\$819,318
B GENERAL - OUTSIDE VILLAGE	\$176,230	\$126,230	\$50,000	\$0
DA HIGHWAY - TOWNWIDE	\$432,455	\$118,707	\$50,000	\$263,748
DB HIGHWAY - OUTSIDE VILLAGE	\$512,455	\$462,455	\$50,000	\$0
TOTAL	<u>\$2,683,911</u>	<u>\$1,300,845</u>	<u>\$300,000</u>	<u>\$1,083,066</u>

SPECIAL DISTRICTS:	APPROPRIATIONS AND PROVISIONS FOR OTHER USES	LESS ESTIMATED REVENUES	LESS UNEXPENDED BALANCE	AMOUNT TO BE RAISED BY TAX
SL1 LIGHTING DISTRICT #1 QUAKER STREET	\$4,500	\$0	\$0	\$4,500
SL2 LIGHTING DISTRICT #2 DUANESBURG	\$8,500	\$0	\$0	\$8,500
SL3 LIGHTING DISTRICT #3 MARIAVILLE	\$3,800	\$0	\$0	\$3,800
SD1 DRAINAGE DISTRICT	\$1,000.00	\$0	\$0	\$1,000
FIRE DISTRICT #1 QUAKER STREET	\$147,840	\$0	\$0	\$147,840
FIRE DISTRICT #2 DUANESBURG	\$281,000	\$0	\$0	\$281,000
FP2 FIRE PROTECTION DISTRICT #2	\$295,975	\$0	\$0	\$295,975
FP3 FIRE PROTECTION DISTRICT #3 (COMBINED)	\$250,984	\$0	\$0	\$250,984
SS1 SEWER DISTRICT #1 QUAKER STREET/DELANSON	\$371,445	\$1,000	\$50,000	\$320,445
SS2 SEWER DISTRICT #2 MARIAVILLE (WITHIN THE TOWN)	\$352,488	\$6,000	\$50,000	\$296,488
SS3 SEWER DISTRICT #3 DUANESBURG	\$168,146	\$1,100	\$50,000	\$117,046
TOTAL SPECIAL DISTRICTS	<u>\$1,885,678</u>	<u>\$8,100</u>	<u>\$150,000</u>	<u>\$1,727,578</u>

**Town of Duaneburg
2024 TOWN BUDGET**

**GENERAL FUND - FUND A
ESTIMATED APPROPRIATIONS**

		<u>BUDGET 2021</u>	<u>BUDGET 2022</u>	<u>BUDGET 2023</u>	<u>THRU 07/31/2023</u>	<u>TENTATIVE '24</u>	<u>PRELIMINARY '24</u>	<u>BUDGET 2024</u>
GENERAL GOVERNMENT SUPPORT								
	Code							
TOWN BOARD								
Personal Services	1010.01.100	\$28,080	\$28,100	\$28,100	\$18,391	\$28,044	\$28,044	\$0
Equipment	1010.01.200	\$70	\$0	\$100	\$0	\$100	\$100	\$0
Contractual	1010.01.400	\$390	\$300	\$500	\$145	\$800	\$500	\$0
TOTAL		\$28,489	\$28,400	\$28,700	\$18,537	\$29,544	\$29,544	\$0
JUSTICES								
Personal Services	1110.01.100	\$32,830	\$32,833	\$32,832	\$18,031	\$32,832	\$33,810	\$0
Court Clerk	1110.01.101	\$23,243	\$32,780	\$37,840	\$20,287	\$42,188	\$42,744	\$0
Court Security	1110.01.103	\$2,084	\$2,000	\$3,600	\$2,275	\$3,600	\$3,500	\$0
Contractual	1110.01.400	\$9,030	\$3,000	\$1,800	\$1,353	\$1,000	\$1,500	\$0
TOTAL		\$61,875	\$70,393	\$75,272	\$42,246	\$79,830	\$81,354	\$0
SUPERVISOR								
Personal Services	1220.01.100	\$22,300	\$21,140	\$21,140	\$12,180	\$21,775	\$21,775	\$0
Deputy Supervisor	1220.01.102	\$2,813	\$2,818	\$2,813	\$1,841	\$2,900	\$2,900	\$0
Human Resources/Town Board Clerk	1220.01.101	\$30,400	\$30,220	\$40,131	\$23,163	\$41,405	\$43,771	\$0
Equipment	1220.01.200	\$0	\$1,000	\$500	\$0	\$500	\$500	\$0
Contractual	1220.01.400	\$820	\$800	\$1,000	\$3,187	\$1,000	\$1,000	\$0
TOTAL		\$62,523	\$63,873	\$65,584	\$40,147	\$67,680	\$69,946	\$0
BUDGET								
Personal Services	1340.01.100	\$3,760	\$5,000	\$7,500	\$2,917	\$8,500	\$8,500	\$0
TOTAL		\$3,760	\$5,000	\$7,500	\$2,917	\$8,500	\$8,500	\$0
ASSESSOR								
Personal Services	1355.01.100	\$17,500	\$35,000	\$37,000	\$21,344	\$38,110	\$38,110	\$0
Assessor Clerk	1355.01.101	\$14,238	\$16,708	\$17,643	\$10,141	\$18,200	\$18,855	\$0
Equipment	1355.01.200	\$1,098	\$1,000	\$800	\$0	\$600	\$800	\$0
Contractual	1355.01.400	\$2,168	\$1,000	\$1,000	\$458	\$1,000	\$1,000	\$0
Grievance Board Personal Services	1355.01.100	\$659	\$800	\$800	\$0	\$500	\$500	\$0
Grievance Board Contractual	1355.01.400	\$0	\$200	\$200	\$441	\$200	\$250	\$0
TOTAL		\$36,667	\$64,468	\$66,643	\$32,383	\$68,560	\$69,915	\$0
FISCAL								
Fiscal Agent Fees	1380.01.400	\$36,190	\$30,000	\$36,000	\$24,511	\$36,000	\$36,000	\$0
TOTAL		\$36,190	\$30,000	\$36,000	\$24,511	\$36,000	\$36,000	\$0
TOWN CLERK								
Personal Services	1410.01.100	\$45,511	\$40,500	\$48,025	\$28,172	\$50,290	\$52,470	\$0
Deputy Clerk	1410.01.101	\$34,774	\$35,500	\$37,275	\$20,070	\$37,276	\$39,130	\$0
Equipment	1410.01.200	\$600	\$800	\$500	\$0	\$300	\$300	\$0
Contractual	1410.01.400	\$4,488	\$1,500	\$4,500	\$282	\$4,250	\$4,250	\$0
TOTAL		\$85,273	\$87,900	\$91,100	\$48,503	\$82,116	\$86,150	\$0
ATTORNEY								
Personal Services	1420.01.400	\$55,188	\$30,000	\$32,000	\$19,012	\$32,000	\$32,000	\$0
TOTAL		\$55,188	\$30,000	\$32,000	\$19,012	\$32,000	\$32,000	\$0
ENGINEER								
Contractual	1440.01.400	\$27,523	\$80,000	\$25,000	\$0	\$10,000	\$10,000	\$0
TOTAL		\$27,523	\$80,000	\$25,000	\$0	\$10,000	\$10,000	\$0
RECORDS MANAGEMENT								
Personal Services	1480.01.100	\$3,870	\$4,703	\$5,035	\$3,284	\$7,072	\$7,139	\$0
Contractual	1480.01.400	\$3,445	\$3,388	\$3,200	\$2,270	\$3,800	\$3,800	\$0
TOTAL		\$7,123	\$8,083	\$8,235	\$5,535	\$10,872	\$10,139	\$0
BUILDINGS								
Personal Services	1820.01.100	\$21,831	\$14,703	\$10,100	\$8,650	\$33,635	\$33,634	\$0
Equipment	1820.01.200	\$70	\$800	\$600	\$0	\$800	\$500	\$0
Contractual	1820.01.400	\$38,248	\$30,500	\$30,000	\$18,788	\$35,000	\$35,000	\$0
TOTAL		\$60,847	\$45,763	\$40,800	\$28,343	\$69,035	\$69,034	\$0
CENTRAL GARAGE								
Contractual	1840.01.400	\$18,532	\$15,000	\$20,000	\$7,820	\$20,000	\$20,000	\$0
TOTAL		\$18,532	\$15,000	\$20,000	\$7,826	\$20,000	\$20,000	\$0
CENTRAL STOREROOM								
Contractual	1860.01.400	\$1,934	\$1,500	\$1,500	\$1,003	\$1,500	\$1,500	\$0
TOTAL		\$1,934	\$1,500	\$1,500	\$1,003	\$1,500	\$1,500	\$0

		BUDGET 2021	BUDGET 2022	BUDGET 2023	THRU 07/31/2023	TENTATIVE '24	PRELIMINARY '24	BUDGET 2024
CENTRAL PRINTING&MAILING								
Personal Services (Newsletter)	1070.01.100	\$11,348	\$8,500	\$8,500	\$9,086	\$16,000	\$16,000	\$0
TOTAL		\$11,348	\$8,500	\$8,500	\$9,086	\$16,000	\$16,000	\$0
DATA PROCESSING								
Equipment	1090.01.200	\$1,181	\$3,000	\$5,000	\$0	\$2,500	\$2,500	\$9
Contractual	1090.01.400	\$19,070	\$18,000	\$20,000	\$9,405	\$20,000	\$20,000	\$9
TOTAL		\$21,061	\$21,000	\$25,000	\$9,405	\$22,500	\$22,500	\$9
SPECIAL ITEMS								
Unallocated insurance	1010.01.400	\$81,746	\$76,000	\$88,500	\$80,772	\$88,500	\$88,500	\$0
Municipal Dues	1020.01.400	\$1,100	\$1,200	\$1,100	\$2,200	\$2,200	\$2,200	\$0
Contingency	1090.01.400	\$0	\$10,000	\$5,000	\$0	\$5,000	\$5,000	\$0
TOTAL		\$82,096	\$88,200	\$94,600	\$71,072	\$86,700	\$86,700	\$0
TOTAL GOVERNMENT SUPPORT		\$398,119	\$604,070	\$623,434	\$360,006	\$648,936	\$657,382	\$0
PUBLIC SAFETY								
PUBLIC SAFETY								
Dispatch Services	3020.01.400	\$43,000	\$43,000	\$43,000	\$32,250	\$43,000	\$43,000	\$0
Traffic Control	3310.01.400	\$722	\$500	\$250	\$0	\$250	\$250	\$0
Demolition of Urnsafa Building	3650.01.400	\$81,588	\$750	\$750	\$0	\$750	\$750	\$0
TOTAL		\$125,310	\$44,250	\$44,000	\$32,250	\$44,000	\$44,000	\$0
CONTROL OF DOGS								
Personal Services	3510.01.100	\$6,501	\$8,000	\$8,400	\$4,000	\$8,400	\$8,400	\$0
Contractual	3510.01.400	\$909	\$2,600	\$1,500	\$3,403	\$6,000	\$5,000	\$0
TOTAL		\$7,409	\$10,600	\$9,900	\$8,303	\$13,400	\$13,400	\$0
TOTAL PUBLIC SAFETY		\$142,719	\$54,850	\$53,900	\$40,553	\$57,400	\$57,400	\$0
HEALTH								
REGISTRAR OF VITAL STATISTICS								
Personal Services	4020.01.100	\$925	\$925	\$2,000	\$0	\$2,000	\$2,000	\$0
TOTAL		\$925	\$925	\$2,000	\$0	\$2,000	\$2,000	\$0
AMBULANCE								
Contractual	4540.01.400	\$237,344	\$248,711	\$386,112	\$192,086	\$588,847	\$537,180	\$0
TOTAL		\$237,344	\$248,711	\$386,112	\$192,086	\$588,847	\$537,180	\$0
TOTAL HEALTH		\$238,269	\$249,636	\$388,112	\$192,086	\$590,847	\$539,180	\$0
TRANSPORTATION								
SUPERINTENDENT OF HIGHWAYS								
Highway Superintendent	5010.01.100	\$56,071	\$60,577	\$61,505	\$35,400	\$63,350	\$53,350	\$0
Deputy Highway Superintendent	5010.01.102	\$0	\$0	\$3,000	\$1,750	\$3,000	\$3,600	\$0
Consultant to Highway Superintendent	5010.01.103	\$0	\$0	\$0	\$0	\$10,000	\$10,000	\$0
Clerk	5010.01.101	\$3,025	\$3,200	\$3,300	\$1,039	\$3,536	\$3,536	\$0
Equipment	5010.01.200	\$929	\$1,000	\$500	\$0	\$500	\$600	\$0
Contractual	5010.01.400	\$349	\$500	\$500	\$378	\$550	\$550	\$0
TOTAL		\$61,173	\$63,277	\$68,065	\$39,547	\$81,126	\$68,186	\$0
TOTAL TRANSPORTATION		\$61,173	\$63,277	\$68,065	\$39,547	\$81,126	\$68,186	\$0
ECONOMIC OPPORTUNITY & DEVELOPMENT								
PUBLICITY								
Web Site Personal Services	0410.01.100	\$0	\$5,000	\$2,000	\$0	\$2,000	\$2,000	\$0
Web Site Contractual	0410.01.400	\$2,000	\$3,000	\$2,500	\$2,425	\$2,500	\$2,500	\$0
TOTAL		\$2,000	\$8,000	\$4,500	\$2,425	\$4,500	\$4,500	\$0
TOTAL ECONOMIC ASST. AND OPPORTUNITY		\$2,000	\$8,000	\$4,500	\$2,425	\$4,500	\$4,500	\$0
CULTURE AND RECREATION								
RECREATION ADMINISTRATION								
Personal Services-Recreation Supervisor	7020.01.100	\$3,000	\$3,250	\$3,500	\$1,400	\$4,000	\$4,000	\$0
TOTAL		\$3,000	\$3,250	\$3,500	\$1,400	\$4,000	\$4,000	\$0
PARKS								
Personal Services	7110.01.100	\$0	\$14,783	\$4,715	\$6,772	\$31,805	\$32,200	\$0
Equipment	7110.01.200	\$14,785	\$3,000	\$30,000	\$0	\$15,000	\$15,000	\$0
Contractual	7110.01.400	\$20,203	\$7,500	\$15,000	\$7,764	\$15,000	\$15,000	\$0
TOTAL		\$34,988	\$25,283	\$49,715	\$13,527	\$61,805	\$62,200	\$0

	BUDGET 2021	BUDGET 2022	BUDGET 2023	THRU 07/31/2023	TENTATIVE '24	PRELIMINARY '24	BUDGET 2024
YOUTH PROGRAMS							
Counselors, Teachers Personal Services 7310.01.100	\$7,618	\$9,650	\$11,700	\$3,763	\$12,675	\$12,575	\$0
Contractual 7310.01.400	\$1,094	\$1,400	\$1,950	\$546	\$2,000	\$2,000	\$0
TOTAL	\$8,707	\$10,950	\$13,300	\$4,299	\$14,675	\$14,575	\$0
HISTORIAN							
Personal Services 7310.01.100	\$750	\$750	\$750	\$488	\$750	\$750	\$0
Duanesburg Historical Society 7310.01.400	\$3,000	\$3,000	\$3,000	\$3,000	\$3,500	\$3,000	\$0
TOTAL	\$3,750	\$3,750	\$3,750	\$3,488	\$3,750	\$3,750	\$0
CELEBRATIONS							
Contractual 7660.01.400	\$603	\$2,000	\$2,000	\$0	\$2,000	\$2,000	\$0
TOTAL	\$603	\$2,000	\$2,000	\$0	\$2,000	\$2,000	\$0
TOTAL CULTURE AND RECREATION	\$51,026	\$45,213	\$72,265	\$22,663	\$96,130	\$86,624	\$0
HOME & COMMUNITY SERVICES							
REFUSE AND GARBAGE							
Contractual - Engineering & Testing 8180.01.498	\$24,602	\$22,000	\$22,000	\$3,072	\$7,000	\$7,000	\$0
Contractual - Leachate Haul & Treat 8180.01.498	\$1,285	\$2,500	\$1,500	\$2,448	\$3,500	\$3,500	\$0
TOTAL	\$25,887	\$24,500	\$23,500	\$5,520	\$10,500	\$10,500	\$0
TOTAL HOME AND COMMUNITY SERVICES	\$25,887	\$24,500	\$23,500	\$5,520	\$10,500	\$10,500	\$0
UNDISTRIBUTED							
EMPLOYEES BENEFITS							
State Retirement 0010.01.800	\$45,000	\$40,000	\$24,725	\$24,715	\$45,000	\$45,000	\$0
Social Security 0030.01.800	\$27,300	\$30,000	\$29,305	\$17,540	\$30,000	\$30,000	\$0
Workers' Compensation 8040.01.800	\$12,000	\$14,100	\$8,065	\$6,855	\$10,100	\$10,100	\$0
Health Insurance 0080.01.800	\$57,500	\$57,000	\$45,420	\$37,848	\$40,500	\$40,500	\$0
TOTAL	\$141,800	\$141,100	\$105,535	\$86,604	\$125,600	\$125,600	\$0
TOTAL APPROPRIATIONS	\$1,262,054	\$1,191,546	\$1,340,111	\$740,071	\$1,013,039	\$1,562,771	\$0

**TOWN OF DUANESBURG
2024 TOWN BUDGET**

**GENERAL FUND - FUND A
ANTICIPATED REVENUES**

	Code	BUDGET 2021	BUDGET 2022	BUDGET 2023	THRU 07/31/2023	TENTATIVE '24	PRELIMINARY '24	BUDGET 2024
OTHER TAX ITEMS								
Interest on Taxes	1000	\$15,000	\$10,000	\$10,000	\$18,323	\$10,000	\$10,000	\$0
Sales Tax	1120	\$405,000	\$336,842	\$323,062	\$218,916	\$341,700	\$341,700	\$0
DEPARTMENTAL INCOME								
Town Clerk Fees	1255	\$3,000	\$1,500	\$1,500	\$3,846	\$2,500	\$2,500	\$0
Park and Recreation Fees	2001	\$100	\$1,000	\$100	\$500	\$100	\$100	\$0
USE OF MONEY								
Interest Income	2401	\$3,000	\$500	\$750	\$5,434	\$8,000	\$8,000	\$0
LICENSES AND PERMITS								
Business & Occupational	2501	\$0	\$800	\$3,535	\$0	\$500	\$500	\$0
Dog Licenses	2544	\$9,500	\$5,000	\$7,350	\$4,152	\$7,000	\$7,000	\$0
FINES AND FORFEITURES								
Court Fines	2810	\$77,000	\$50,000	\$50,000	\$27,200	\$50,000	\$50,000	\$0
STATE AID								
Per Capita	3001	\$20,863	\$20,863	\$20,863	\$0	\$20,863	\$20,863	\$0
Mortgage Tax	3005	\$130,000	\$150,000	\$150,000	\$67,886	\$150,000	\$150,000	\$0
Youth Programs	3820	\$3,000	\$5,000	\$5,000	\$5,187	\$5,000	\$5,000	\$0
TOTAL REVENUES		\$686,263	\$580,795	\$571,990	\$349,444	\$593,463	\$593,463	\$0
Appropriated Fund Balance	500	\$100,000	\$200,000	\$175,000	\$0	\$150,000	\$150,000	\$0
TOTAL REVENUES + FUND BALANCE		\$786,263	\$780,795	\$746,990	\$349,444	\$743,463	\$743,463	\$0
TOTAL APPROPRIATIONS		\$1,262,054	\$1,191,546	\$1,340,111	\$749,071	\$1,013,039	\$1,562,771	\$0
TOTAL REVENUES + FUND BALANCE		\$786,263	\$780,795	\$746,990	\$349,444	\$743,463	\$743,463	\$0
TO BE COLLECTED	1801	\$485,001	\$440,761	\$593,121	\$399,627	\$889,588	\$819,310	\$0

**TOWN OF DUANESEBURG
GENERAL FUND B - OUTSIDE OF VILLAGE
ESTIMATED APPROPRIATIONS**

HOME AND COMMUNITY SERVICES

	Code	BUDGET 2021	BUDGET 2022	BUDGET 2023	THRU 07/31/2023	TENTATIVE '24	PRELIMINARY '24	BUDGET 2024
BUILDING DEPARTMENT								
Building Inspector	8010.02.100	\$88,600	\$88,870	\$65,000	\$31,731	\$81,800	\$81,825	\$0
Building Inspector's Clerk	8010.02.101	\$16,380	\$16,708	\$17,543	\$10,141	\$18,200	\$18,855	\$0
Equipment	8010.02.103	\$16,016	\$260	\$500	\$0	\$500	\$500	\$0
Contractual Expenses	8010.02.104	\$2,000	\$1,000	\$4,000	\$0	\$4,000	\$4,000	\$0
TOTAL		\$101,895	\$87,828	\$77,043	\$41,872	\$84,500	\$84,980	\$0
ZONING								
Zoning Board Clerk	8010.02.100	\$88,600	\$17,148	\$17,543	\$9,975	\$17,335	\$17,250	\$0
Zoning Board Personal Services	8010.02.104	\$2,000	\$2,000	\$2,865	\$915	\$2,860	\$2,860	\$0
Equipment	8010.02.200	\$2,500	\$250	\$500	\$19,898	\$500	\$500	\$0
Contractual Expenses	8010.02.400	\$6,000	\$1,000	\$500	\$2,888	\$500	\$500	\$0
Zoning Board Expenses	8010.02.404	\$250	\$250	\$250	\$0	\$250	\$250	\$0
Zoning Attorney	8010.02.407	\$0	\$5,000	\$1,000	\$72	\$1,000	\$1,000	\$0
TOTAL		\$79,250	\$25,848	\$22,858	\$33,748	\$22,445	\$22,400	\$0
PLANNING								
Planning Board Clerk	8020.02.103	\$15,015	\$17,148	\$17,543	\$9,975	\$17,335	\$17,250	\$0
Planning Board Personal Services	8020.02.104	\$3,000	\$2,000	\$2,865	\$1,243	\$2,500	\$2,500	\$0
Equipment	8020.02.200	\$500	\$500	\$500	\$0	\$500	\$500	\$0
Contractual Expenses	8020.02.400	\$0	\$0	\$500	\$0	\$500	\$500	\$0
Planning Board Expenses	8020.02.404	\$500	\$500	\$500	\$157	\$500	\$500	\$0
Planning Attorney	8020.02.407	\$3,500	\$15,000	\$15,000	\$4,378	\$10,000	\$10,000	\$0
TOTAL		\$22,515	\$35,148	\$36,909	\$16,253	\$31,385	\$31,350	\$0
UNDISTRIBUTED								
EMPLOYEE BENEFITS								
State Retirement	9010.02.800	\$17,500	\$20,000	\$13,905	\$13,902	\$25,000	\$25,000	\$0
Social Security	9030.02.800	\$8,790	\$9,000	\$9,415	\$6,104	\$10,500	\$10,500	\$0
Workers' Compensation	9040.02.800	\$2,000	\$10,800	\$1,505	\$1,100	\$2,000	\$2,000	\$0
Health Insurance	9080.02.800	\$5,000	\$19,000	\$19,875	\$5,899	\$0	\$0	\$0
TOTAL		\$34,290	\$58,800	\$44,500	\$27,004	\$37,500	\$37,500	\$0
TOTAL APPROPRIATIONS		\$136,055	\$206,624	\$181,109	\$118,875	\$175,840	\$176,230	\$0

**GENERAL FUND B - OUTSIDE OF VILLAGE
ANTICIPATED REVENUES**

	Code	BUDGET 2021	BUDGET 2022	BUDGET 2023	THRU 07/31/2023	TENTATIVE '24	PRELIMINARY '24	BUDGET 2024
LOCAL SOURCES								
Sales Tax	1120	\$98,000	\$101,524	\$109,609	\$109,609	\$103,540	\$103,930	\$0
Zoning Variances/Home Occ. Fees	2110	\$1,500	\$1,000	\$1,000	\$700	\$2,200	\$2,200	\$0
Home & Community Services	2389	\$2,500	\$0	\$0	\$0	\$2,000	\$2,000	\$0
Interest & Earnings	2401	\$100	\$100	\$0	\$100	\$100	\$100	\$0
Building Permits	2555	\$17,500	\$18,000	\$18,000	\$12,538	\$15,000	\$18,000	\$0
TOTAL REVENUES		\$109,600	\$120,624	\$128,609	\$122,947	\$125,840	\$128,230	\$0
Appropriated Fund Balance	590	\$20,850	\$75,000	\$75,000	\$0	\$50,000	\$50,000	\$0
TOTAL REVENUES + FUND BALANCE		\$130,450	\$195,624	\$203,609	\$122,947	\$175,840	\$178,230	\$0
TOTAL APPROPRIATIONS		\$136,055	\$206,624	\$181,109	\$118,875	\$175,840	\$176,230	\$0
TOTAL REVENUES + FUND BALANCE		\$138,450	\$195,624	\$203,609	\$122,947	\$175,840	\$178,230	\$0
TO BE COLLECTED (MUST BE -)		(\$2,395)	\$11,000	(\$22,500)	-\$4,072	\$0	\$0	\$0

**HIGHWAY FUND - FUND DA
ESTIMATED APPROPRIATIONS**

	Code	BUDGET 2021	BUDGET 2022	BUDGET 2023	THRU 07/31/2023	TENTATIVE '24	PRELIMINARY '24	BUDGET 2024
MACHINERY								
Equipment	5130.03.200	\$258,000	\$30,000	\$30,000	\$2,630	\$30,000	\$30,000	\$0
Contractual	5130.03.400	\$34,000	\$36,000	\$46,000	\$33,036	\$46,000	\$46,000	\$0
TOTAL		\$292,000	\$66,000	\$76,000	\$36,666	\$76,000	\$76,000	\$0
SNOW REMOVAL								
Personal Services	5142.03.100	\$126,000	\$166,000	\$130,000	\$89,226	\$143,000	\$143,000	\$0
Contractual	5142.03.400	\$80,000	\$60,000	\$40,000	\$22,923	\$40,000	\$40,000	\$0
TOTAL		\$186,000	\$226,000	\$170,000	\$112,149	\$183,000	\$183,000	\$0
EMPLOYEE BENEFITS								
State Retirement	9010.03.800	\$21,000	\$21,000	\$14,676	\$14,674	\$25,166	\$25,166	\$0
Social Security	9030.03.800	\$10,176	\$13,000	\$13,400	\$6,972	\$12,000	\$12,000	\$0
Workers' Compensation	9040.03.800	\$17,000	\$12,100	\$12,700	\$13,929	\$24,000	\$24,000	\$0
Health Insurance	9060.03.800	\$52,000	\$60,000	\$70,176	\$38,676	\$63,300	\$63,300	\$0
TOTAL		\$100,176	\$96,100	\$110,950	\$74,453	\$124,466	\$124,466	\$0
DEBT SERVICE PRINCIPAL								
Bond Anticipation	9730.03.600	\$0	\$50,000	\$60,000	\$0	\$60,000	\$60,000	\$0
TOTAL		\$0	\$50,000	\$60,000	\$0	\$60,000	\$60,000	\$0
INTEREST								
Bond Anticipation	9730.03.700	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL APPROPRIATIONS		\$577,176	\$436,100	\$406,950	\$222,270	\$432,466	\$432,466	\$0

**HIGHWAY FUND - FUND DA
ANTICIPATED REVENUES**

	Code	BUDGET 2021	BUDGET 2022	BUDGET 2023	THRU 07/31/2023	TENTATIVE '24	PRELIMINARY '24	BUDGET 2024
LOCAL SOURCES								
Sales Tax	1120	\$217,126	\$0	\$100,000	\$0	\$100,000	\$100,000	\$0
Transportation Services	2300	\$14,707	\$14,707	\$15,200	\$0	\$14,707	\$14,707	\$0
Interest & Earnings	2401	\$1,000	\$200	\$260	\$3,373	\$4,000	\$4,000	\$0
TOTAL REVENUES		\$232,832	\$14,907	\$115,460	\$3,373	\$118,707	\$118,707	\$0
Appropriated Fund Balance	609	\$27,000	\$0	\$0	\$0	\$60,000	\$60,000	\$0
TOTAL REVENUES + FUND BALANCE		\$259,832	\$14,907	\$115,460	\$3,373	\$168,707	\$168,707	\$0
TOTAL APPROPRIATIONS		\$577,176	\$436,100	\$406,950	\$222,270	\$432,466	\$432,466	\$0
TOTAL REVENUES + FUND BALANCE		\$259,832	\$14,907	\$115,460	\$3,373	\$168,707	\$168,707	\$0
TO BE COLLECTED	1001	\$317,343	\$421,193	\$290,600	\$218,897	\$263,748	\$263,748	\$0

**HIGHWAY FUND DB - OUTSIDE OF VILLAGE
ESTIMATED APPROPRIATIONS**

	Code	BUDGET 2021	BUDGET 2022	BUDGET 2023	THRU 07/31/2023	TENTATIVE '24	PRELIMINARY '24	BUDGET 2024
GENERAL REPAIRS								
Personal Services	6110.04.100	\$135,000	\$135,000	\$110,000	\$34,975	\$118,000	\$118,000	\$0
Contractual	6110.04.400	\$125,000	\$90,000	\$50,000	\$19,009	\$50,000	\$50,000	\$0
TOTAL		\$260,000	\$225,000	\$160,000	\$53,984	\$168,000	\$168,000	\$0
CAPITAL IMPROVEMENTS								
	6112.04.200	\$195,752	\$141,350	\$180,000	\$4,338	\$180,000	\$180,000	\$0
TOTAL		\$195,752	\$141,350	\$180,000	\$4,338	\$180,000	\$180,000	\$0
MACHINERY								
Equipment	6130.03.200	\$258,000	\$0	\$30,000	\$0	\$30,000	\$30,000	\$0
Contractual	6130.03.400	\$34,000	\$0	\$30,000	\$0	\$30,000	\$30,000	\$0
TOTAL		\$292,000	\$0	\$60,000	\$0	\$60,000	\$60,000	\$0
EMPLOYEE BENEFITS								
State Retirement	8010.04.800	\$21,000	\$26,000	\$17,775	\$17,764	\$25,155	\$25,155	\$0
Social Security	8030.04.800	\$10,328	\$11,000	\$11,075	\$2,647	\$12,000	\$12,000	\$0
Workers' Compensation	8040.04.800	\$17,000	\$12,000	\$10,950	\$12,097	\$24,000	\$24,000	\$0
Health Insurance	8060.04.800	\$73,000	\$50,000	\$50,100	\$33,854	\$63,300	\$63,300	\$0
TOTAL		\$121,328	\$99,000	\$89,900	\$63,362	\$124,455	\$124,455	\$0
TOTAL APPROPRIATIONS		\$869,080	\$465,350	\$489,900	\$124,684	\$512,455	\$512,455	\$0

**HIGHWAY FUND DB - OUTSIDE OF VILLAGE
ANTICIPATED REVENUES**

	Code	BUDGET 2021	BUDGET 2022	BUDGET 2023	THRU 07/31/2023	TENTATIVE '24	PRELIMINARY '24	BUDGET 2024
LOCAL SOURCES								
Sales Tax	1120	\$77,821	\$309,193	\$227,300	\$0	\$219,764	\$219,764	\$0
Transportation Services	2300	\$14,707	\$14,707	\$16,200	\$0	\$16,200	\$15,200	\$0
Interest & Earnings	2401	\$1,000	\$200	\$250	\$98	\$250	\$250	\$0
STATE AID								
CHIFs	3501	\$104,813	\$141,350	\$227,241	\$0	\$227,241	\$227,241	\$0
TOTAL REVENUES		\$198,141	\$465,450	\$470,000	\$98	\$482,455	\$482,455	\$0
Appropriated Fund Balance	599	\$289,000	\$0	\$0	\$0	\$50,000	\$50,000	\$0
TOTAL REVENUES + FUND BALANCE		\$487,141	\$465,450	\$470,000	\$98	\$512,455	\$512,455	\$0
TOTAL APPROPRIATIONS		\$869,080	\$465,350	\$489,900	\$124,684	\$512,455	\$512,455	\$0
TOTAL REVENUES + FUND BALANCE		\$487,141	\$465,450	\$470,000	\$98	\$512,455	\$512,455	\$0
TO BE COLLECTED - (MUST BE 0-)		\$382,939	(\$100)	(\$100)	\$124,586	\$0	\$0	\$0

FIRE DISTRICTS 2023

BUDGET

FIRE DISTRICTS

	<u>BUDGET 2021</u>	<u>BUDGET 2022</u>	<u>BUDGET 2023</u>	<u>TENTATIVE '24</u>	<u>PRELIMINARY '24</u>	<u>BUDGET 2024</u>
QUAKER STREET #1	\$0	\$137,376	\$142,308	\$147,840	\$147,840	\$0
DUANESBURG #2	\$0	\$262,368	\$266,000	\$281,000	\$281,000	\$0
FPD#2 MARIAVILLE	\$261,985	\$268,468	\$281,881	\$295,975	\$295,975	\$0
FPD#3 COMBINED	\$210,609	\$215,174	\$239,783	\$250,984	\$250,984	\$0
TOTAL FIRE DISTRICTS	\$472,474	\$883,366	\$928,972	\$975,799	\$975,799	\$0

LIGHTING DISTRICTS 2023

LIGHTING DISTRICTS

	<u>BUDGET 2021</u>	<u>BUDGET 2022</u>	<u>BUDGET 2023</u>	<u>THRU 07/31/2023</u>	<u>TENTATIVE '24</u>	<u>PRELIMINARY '24</u>	<u>BUDGET 2024</u>
LD #1 QUAKER STREET	\$3,260	\$8,000	\$4,000	\$2,502	\$4,500	\$4,500	\$0
LD#2 DUANESBURG	\$5,500	\$10,000	\$7,000	\$4,804	\$8,500	\$8,500	\$0
LD#3 MARIAVILLE	\$2,569	\$4,500	\$3,000	\$2,202	\$3,800	\$3,800	\$0
TOTAL LIGHTING DISTRICTS	\$11,309	\$20,500	\$14,000	\$9,508	\$16,800	\$16,800	\$0

DRAINAGE DISTRICTS 2023

DRAINAGE DISTRICT

	<u>BUDGET 2021</u>	<u>BUDGET 2022</u>	<u>BUDGET 2023</u>	<u>THRU 07/31/2023</u>	<u>TENTATIVE '24</u>	<u>PRELIMINARY '24</u>	<u>BUDGET 2024</u>
Evergreen Place To Be Collected	\$1,500	\$1,000	\$1,000.00	\$0	\$1,000	\$1,000	\$0.00
TOTAL DRAINAGE DISTRICT	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -
TOTAL SPECIAL DISTRICTS	\$485,283	\$904,866	\$943,972	\$9,508	\$983,599	\$983,599	\$0

8540

Sewer District No. 1
Quaker Street/Dalanson
Town of Duaneburg
Budget 2023

ESTIMATED APPROPRIATIONS

	<u>BUDGET 2021</u>	<u>BUDGET 2022</u>	<u>BUDGET 2023</u>	<u>THRU 07/31/2023</u>	<u>TENTATIVE '24</u>	<u>PRELIMINARY '24</u>	<u>BUDGET 2024</u>
SEWER ADMINISTRATION							
CODE							
Sewer Equipment	81102.66.200	\$1,000	\$250	\$250	\$0	\$500	\$500
Sewer Contractual	81104.66.400	\$15,900	\$17,750	\$17,750	\$10,191	\$10,000	\$0
Sewer Easement Fee	81104.66.460	\$2,800	\$2,002	\$2,002	\$2,600	\$2,600	\$0
TOTAL		\$19,800	\$20,002	\$20,002	\$12,791	\$13,100	\$0
SANITARY SEWERS							
Sanitary Equipment	81202.66.200	\$6,000	\$4,000	\$2,500	\$17,345	\$2,500	\$0
Sanitary Pump Station Electric	81204.66.462	\$6,000	\$6,000	\$6,000	\$4,276	\$8,000	\$0
Sanitary Maintenance & Repairs	81204.66.463	\$10,000	\$12,000	\$12,000	\$4,869	\$12,000	\$0
TOTAL		\$22,000	\$22,000	\$20,500	\$26,489	\$22,500	\$0
SEWAGE TREATMENT and DISPOSAL							
Sewage Plant Operator	81301.66.100	\$25,500	\$26,530	\$29,000	\$16,732	\$31,500	\$0
Sewage Backup Operator	81301.66.101	\$15,300	\$15,606	\$16,300	\$0	\$20,000	\$0
Sewage Maintenance Tech	81301.66.103	\$19,207	\$19,982	\$20,985	\$22,686	\$23,800	\$0
Sewage Equipment	81302.66.200	\$1,000	\$1,000	\$1,000	\$18,030	\$10,000	\$0
Sewage Treatment Plant Electric	81304.66.462	\$26,000	\$18,000	\$24,000	\$12,430	\$20,000	\$0
Sewage Maintenance & Repairs	81304.66.463	\$16,000	\$16,000	\$6,000	\$1,065	\$4,000	\$0
Sewage Control-Generator Maint.	81304.66.400	\$26,000	\$17,495	\$23,000	\$33,780	\$25,000	\$0
TOTAL		\$128,007	\$144,613	\$122,375	\$104,602	\$134,160	\$0
EMPLOYEE BENEFITS							
State Retirement	90108.66.800	\$10,000	\$4,500	\$3,100	\$3,089	\$5,500	\$0
Social Security	90308.66.800	\$5,165	\$5,300	\$5,550	\$2,844	\$5,000	\$0
Worker's Compensation	90408.66.800	\$6,000	\$1,600	\$1,725	\$1,633	\$3,200	\$0
Health Insurance	90608.66.800	\$8,800	\$8,900	\$9,950	\$6,064	\$10,725	\$0
Total		\$29,765	\$20,500	\$20,225	\$14,731	\$24,425	\$0
TOTAL OPERATION & MAINTENANCE		\$200,272	\$177,115	\$183,102	\$158,613	\$194,185	\$0
DEBT SERVICE PRINCIPAL							
Debt Principal	97306.66.800	\$129,000	\$129,000	\$128,000	\$168,800	\$128,000	\$0
Debt Principal - Long Term (7%)	97306.66.800	\$0	\$0	\$30,800	\$16,525	\$48,000	\$0
Total		\$129,000	\$129,000	\$158,800	\$175,325	\$176,000	\$0
DEBT SERVICE INTEREST							
Bond Anticipation Notes	97307.66.700	\$0	\$0	\$0	\$0	\$0	\$0
Total		\$0	\$0	\$0	\$0	\$0	\$0
TOTAL DEBT SERVICE		\$129,000	\$129,000	\$158,800	\$175,325	\$176,000	\$0
TOTAL APPROPRIATIONS		\$329,272	\$306,115	\$341,902	\$333,938	\$371,445	\$0

Sewer District No. 1
 Quaker Street/Dolanson
 Town of Duaneburg
 Budget 2023
ESTIMATED REVENUES

	CODE	BUDGET 2021	BUDGET 2022	BUDGET 2023	THRU 07/31/2023	TENTATIVE '24	PRELIMINARY '24	BUDGET 2024
DEPARTMENTAL INCOME								
Connection Fees	2600.06	\$2,000	\$1,000	\$1,000	\$0	\$1,000	\$1,000	\$0
USE OF MONEY & PROPERTY								
Interest and Earnings	2401.06	\$100	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES		\$2,100	\$1,000	\$1,000	\$0	\$1,000	\$1,000	\$0

APPROPRIATED FUND BALANCE

TOTAL APPROPRIATED FUND BALANCE		\$21,250	\$26,160	\$0	\$0	\$50,000	\$50,000	\$0
Amount Collected By Taxes		\$305,922	\$276,965	\$340,902	\$333,938	\$310,184	\$320,445	\$0

SUMMARY

	LESS APPROPRIATED FUND BALANCE	LESS ESTIMATED REVENUES	LESS APPROPRIATED FUND BALANCE	AMOUNT TO BE RAISED BY TAXES
OPERATION AND MAINTENANCE	\$194,185	\$1,000	\$50,000	\$143,185
DEBT SERVICE	\$176,009	\$0	\$0	\$176,009
TOTAL	\$370,194	\$1,000	\$50,000	\$319,194

TAX RATE PER UNIT

	Q&M EDU's	D.S. EDU's	2023 Rate	2024 RATE	DIFFERENCE
OPERATION & MAINTENANCE	422.99		457.4948 \$	338.5789 \$	(118.92)
DEBT SERVICE		445.99	358.4812 \$	384.6570 \$	36.18
TOTAL			815.9760 \$	733.2359 \$	(82.74)

**Sewer District No. 2
Mantaville Lake
Town of Duaneburg
Budget 2023**

ESTIMATED APPROPRIATIONS

	<u>BUDGET 2021</u>	<u>BUDGET 2022</u>	<u>BUDGET 2023</u>	<u>THRU 07/31/2023</u>	<u>TENTATIVE '24</u>	<u>PRELIMINARY '24</u>	<u>BUDGET 2024</u>
SEWER ADMINISTRATION							
Sewer Equipment	\$600	\$600	\$175	\$0	\$500	\$500	\$0
Sewer Contractual	\$3,000	\$17,175	\$25,850	\$8,400	\$10,000	\$10,000	\$0
TOTAL	\$3,500	\$17,675	\$25,826	\$8,400	\$10,500	\$10,500	\$0
SANITARY SEWERS							
Sanitary Equipment	\$5,000	\$4,000	\$2,500	\$12,142	\$2,500	\$2,500	\$0
Sanitary Pump Station Electric	\$8,500	\$8,000	\$10,500	\$6,483	\$11,000	\$11,000	\$0
Sanitary Maintenance & Repairs	\$19,000	\$18,000	\$18,000	\$16,750	\$19,000	\$19,000	\$0
TOTAL	\$32,500	\$30,000	\$31,000	\$34,375	\$32,500	\$32,500	\$0
SEWAGE TREATMENT and DISPOSAL							
Sewage Plant Operator	\$17,950	\$18,572	\$20,300	\$11,712	\$22,060	\$22,060	\$0
Sewage Backup Operator	\$10,710	\$10,924	\$11,470	\$0	\$14,000	\$14,886	\$0
Sewage Maintenance Tech	\$13,445	\$13,888	\$14,890	\$15,812	\$16,532	\$16,892	\$0
Sewage Equipment	\$2,000	\$1,000	\$1,000	\$13,003	\$10,000	\$10,000	\$0
Sewage Treatment Plant Electric	\$28,000	\$17,000	\$19,000	\$24,102	\$28,000	\$28,000	\$0
Sewage Maintenance & Repairs	\$18,000	\$18,000	\$6,000	\$2,185	\$4,000	\$4,000	\$0
Sewage Contract-Generator Maint.	\$1,200	\$1,200	\$7,500	\$19,818	\$25,000	\$25,000	\$0
TOTAL	\$88,205	\$86,584	\$81,960	\$88,342	\$119,582	\$120,488	\$0
EMPLOYEE BENEFITS							
State Retirement	\$7,500	\$3,300	\$2,325	\$2,317	\$4,000	\$4,000	\$0
Social Security	\$4,644	\$5,000	\$5,000	\$1,907	\$3,500	\$3,500	\$0
Worker's Comp	\$3,700	\$1,800	\$1,650	\$1,100	\$2,000	\$2,000	\$0
Health Insurance	\$5,900	\$6,200	\$6,885	\$4,508	\$7,500	\$7,500	\$0
Total	\$21,744	\$16,300	\$15,260	\$9,832	\$17,000	\$17,000	\$0
TOTAL OPERATION & MAINTENANCE	\$145,949	\$144,659	\$164,045	\$139,949	\$179,582	\$180,488	\$0
DEBT SERVICE PRINCIPAL							
Bond Anticipation Notes	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$0
Bond Anticipation Notes	\$0	\$0	\$0	\$0	\$11,500	\$11,500	\$0
Total	\$160,000	\$160,000	\$160,000	\$160,000	\$171,500	\$171,500	\$0
DEBT SERVICE INTEREST							
Bond Anticipation Notes	\$0	\$0	\$0	\$0	\$500	\$500	\$0
Total	\$0	\$0	\$0	\$0	\$500	\$500	\$0
TOTAL DEBT SERVICE	\$160,000	\$160,000	\$160,000	\$160,000	\$172,000	\$172,000	\$0
TOTAL APPROPRIATIONS	\$305,949	\$304,659	\$314,045	\$299,949	\$351,582	\$352,488	\$0

**Sewer District No. 2
Marlsville Lake
Town of Duaneburg
Budget 2023**

ESTIMATED REVENUES

	CODE	BUDGET 2021	BUDGET 2022	BUDGET 2023	THRU 07/31/2023	TENTATIVE '24	PRELIMINARY '24	BUDGET 2024
DEPARTMENTAL INCOME								
Connection Fees	2590.88	\$2,000	\$1,000	1000	\$0	\$1,000	\$1,000	\$0
USE OF MONEY & PROPERTY								
Interest and Earnings	2401.88	\$750	\$500	\$0	\$4,800	\$5,000	\$6,000	\$0
TOTAL REVENUES		\$2,750	\$1,500	\$1,000	\$4,800	\$6,000	\$6,000	\$0

APPROPRIATED FUND BALANCE

TOTAL APPROPRIATED FUND BALANCE		\$5,000	\$0	\$0	\$50,000	\$50,000	\$0	
Amount Collected By Taxes		\$303,189	\$298,189	\$313,046	\$295,049	\$295,682	\$286,488	\$0

SUMMARY

	LESS APPROPRIATED FUND BALANCE	LESS ESTIMATED REVENUES	LESS APPROPRIATED FUND BALANCE	AMOUNT TO BE RAISED BY TAXES
OPERATION AND MAINTENANCE	\$179,502	\$6,000	\$50,000	\$123,502
DEBT SERVICE	\$172,000	\$0	\$0	\$172,000
TOTAL	\$361,682	\$6,000	\$50,000	\$295,682

TAX RATE PER UNIT

	O&M EDUs	D.S. EDUs	2023 Rate	2024 Rate	DIFFERENCE
OPERATION AND MAINTENANCE	281.75		850.2401	423.5887	\$ (226.651)
DEBT SERVICE		322.25	486.8844	533.7471	\$ 36.863
TOTAL			1147.1345	957.3358	\$ (189.796)

**Sewer District No. 3
Quaker Street/Dalanson
Town of Duaneburg
Budget 2023**

ESTIMATED APPROPRIATIONS

	<u>BUDGET 2021</u>	<u>BUDGET 2022</u>	<u>BUDGET 2023</u>	<u>THRU 07/31/2023</u>	<u>TENTATIVE '24</u>	<u>PRELIMINARY '24</u>	<u>BUDGET 2024</u>
SEWER ADMINISTRATION							
Sewer Equipment 01102.77.200	\$500	\$500	\$75	\$0	\$500	\$500	\$0
Sewer Contractual 01104.77.400	\$8,050	\$9,675	\$9,350	\$8,738	\$8,000	\$8,000	\$0
Sewer Easement Fee 01104.77.400	\$598	\$598	\$598	\$0	\$598	\$598	\$0
TOTAL	\$7,148	\$10,773	\$10,023	\$8,738	\$9,098	\$9,098	\$0
SANITARY SEWERS							
Sewer Equipment 01202.77.200	\$1,000	\$3,000	\$500	\$5,203	\$1,000	\$1,000	\$0
Sewer Pump Station Electric 01204.77.402	\$3,000	\$5,000	\$4,200	\$964	\$3,000	\$3,000	\$0
Sewer Maintenance & Repairs 01204.77.403	\$5,000	\$8,000	\$8,000	\$13,088	\$10,000	\$10,000	\$0
TOTAL	\$9,000	\$14,000	\$12,700	\$19,173	\$14,000	\$14,000	\$0
SEWAGE TREATMENT and DISPOSAL							
Sewage Plant Operator 01301.77.100	\$7,803	\$7,959	\$8,700	\$5,020	\$9,450	\$9,450	\$0
Sewage Backup Operator 01301.77.101	\$4,581	\$4,581	\$4,915	\$0	\$6,000	\$8,380	\$0
Sewage Maintenance Tech 01301.77.103	\$5,877	\$5,995	\$8,295	\$6,774	\$7,098	\$7,093	\$0
Sewage Equipment 01302.77.200	\$500	\$500	\$500	\$5,254	\$4,000	\$4,000	\$0
Sewage Treatment Plant Electric 01304.77.402	\$6,000	\$4,000	\$5,500	\$5,749	\$10,000	\$10,000	\$0
Sewage Maintenance & Repairs 01304.77.403	\$5,000	\$8,000	\$4,000	\$303	\$4,000	\$4,000	\$0
Sewage Contract-Generator Maint. 01304.77.400	\$250	\$400	\$1,200	\$8,176	\$5,000	\$5,000	\$0
TOTAL	\$28,111	\$28,535	\$31,110	\$29,276	\$45,548	\$45,923	\$0
EMPLOYEE BENEFITS							
State Retirement 90108.77.800	\$3,500	\$1,250	\$775	\$772	\$1,350	\$1,350	\$0
Social Security 90308.77.800	\$1,435	\$1,600	\$1,550	\$698	\$1,300	\$1,300	\$0
Worker's Compensation 90406.77.800	\$1,750	\$1,800	\$725	\$733	\$1,300	\$1,300	\$0
Health Insurance 90605.77.800	\$2,670	\$2,700	\$2,955	\$2,457	\$3,225	\$3,225	\$0
TOTAL	\$9,355	\$7,350	\$5,005	\$4,660	\$7,175	\$7,175	\$0
TOTAL OPERATION & MAINTENANCE	\$54,614	\$61,658	\$59,838	\$59,046	\$75,821	\$76,198	\$0
DEBT SERVICE PRINCIPAL							
Debt Principal 07306.77.600	\$77,610	\$77,610	\$77,610	\$0	\$77,610	\$77,610	\$0
Debt Principal - Long Term (23%) 07306.77.600	\$0	\$0	\$9,200	\$0	\$14,340	\$14,340	\$0
Total	\$77,610	\$77,610	\$86,810	\$0	\$91,950	\$91,950	\$0
DEBT SERVICE INTEREST							
Bond Anticipation Notes 07307.77.700	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL DEBT SERVICE	\$77,610	\$77,610	\$86,810	\$0	\$91,950	\$91,950	\$0
TOTAL APPROPRIATIONS	\$132,224	\$139,268	\$146,648	\$59,846	\$167,771	\$168,148	\$0

**Sewer District No. 3
Quaker Street/Delanson
Town of Duaneburg
Budget 2023**

ESTIMATED REVENUES

CODE	BUDGET 2021	BUDGET 2022	BUDGET 2023	THRU 07/31/2023	TENTATIVE '24	PRELIMINARY '24	BUDGET 2024	
DEPARTMENTAL INCOME								
Connection Fees	2500.66	\$2,000	\$1,000	\$1,000	\$0	\$1,000	\$1,000	\$0
USE OF MONEY & PROPERTY								
Interest and Earnings	2401.66	\$0	\$100	\$0	\$0	\$100	\$100	\$0
TOTAL REVENUES		\$2,000	\$1,100	\$1,000	\$0	\$1,100	\$1,100	\$0
APPROPRIATED FUND BALANCE								
TOTAL APPROPRIATED FUND BALANCE		\$0	\$970	\$0	\$0	\$50,000	\$50,000	\$0
Amount Collected By Taxes		\$130,224	\$137,198	\$145,646	\$59,846	\$116,671	\$117,046	\$0

SUMMARY

	LESS APPROPRIATED FUND BALANCE	LESS ESTIMATED REVENUES	LESS APPROPRIATED FUND BALANCE	AMOUNT TO BE RAISED BY TAXES
OPERATION AND MAINTENANCE	\$76,821	\$1,100	\$0	\$74,721
DEBT SERVICE	\$81,950	\$0	\$0	\$81,950
TOTAL	\$167,771	\$1,100	\$0	\$166,671

TAX RATE PER UNIT

	D&M EDU's	D.S. EDU's	2023 Rate	2024 Rate	DIFFERENCE
OPERATION & MAINTENANCE	129		\$ 581.2344	\$ 570.2326	\$ 18.00
DEBT SERVICE		144.00	\$ 598.8897	\$ 638.6444	\$ 39.85
TOTAL			1189.9241	1,217.7769	\$ 57.85

TOWN OF DUANESBURG

SCHEDULE OF SALARIES OF ELECTED TOWN OFFICERS
(ARTICLE 8 OF THE TOWN LAW)

OFFICER		SALARY
Town Supervisor	Term expires 2025	\$21,775.00
Town Justice	Term expires 2026	\$16,805.00
Town Justice	Term expires 2027	\$16,805.00
Councilman	Term expires 2027	\$7,236.00
Councilman	Term expires 2027	\$7,236.00
Councilman	Term expires 2025	\$7,236.00
Councilman	Term expires 2025	\$7,236.00
Town Clerk	Term expires 2027	\$52,470.00
Highway Superintendent	Term expires 2027	\$63,350.00

Account#	Account Description	Fee Description	Qty	Local Share
		Demo Permit	2	280.00
		Special Use Permit	2	200.00
		Temporay CO	3	150.00
	Building Permit Renewal	Building Permit Renewal	1	530.00
	Marriage License Fee	Marriage License Fee	1	17.50
	Misc. Fees	Certified Copies - Death	4	200.00
		Photo Copies	20	3.00
	Operating Permit	Operating Permit	1	30.00
	Planning & Zoning Fees	Planning & Zoning Fees	4	775.00
		Sub-Total:		\$2,185.50
2650 DA	scrap metal	Scrap Metal	1	592.20
		Sub-Total:		\$592.20
A1255	Conservation	Conservation	10	33.58
		Sub-Total:		\$33.58
A2544	AFTER 30 DAYS	AFTER 30 DAYS	1	5.00
	Dog Licensing	Female, Spayed	12	168.00
		Male, Neutered	18	252.00
		Sub-Total:		\$425.00
B2555	Building Permits	Building Permits	10	1,270.00
		Sub-Total:		\$1,270.00
		Total Local Shares Remitted:		\$4,506.28
Amount paid to:	NYS Ag. & Markets for spay/neuter program			30.00
Amount paid to:	NYS Environmental Conservation			575.42
Amount paid to:	State Health Dept. For Marriage Licenses			22.50
Total State, County & Local Revenues:	\$5,134.20	Total Non-Local Revenues:		\$627.92

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Jennifer Howe, Town Clerk, Town of Duanesburg during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor

Date

Town Clerk

Date

TOWN OF DUANESBURG
CASH REQUIREMENTS PER FUND
11/9/23

FUND		AMOUNT
General Fund A		16,815.26
Highway Fund DA		16,762.93
Highway OV-DB		1,264.25
Sewer District #1		1,736.56
Sewer District #2		3,898.71
Sewer District #3		1,092.11
Trust & Agency		261.36
		-
	TOTAL TRANSFERS TO AP	41,831.18

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. -2023

November 9, 2023

WHEREAS, William Reed, the Town Highway Superintendent has requested that the Town Board appoint two seasonal and part-time wingmen to assist Town Employees in undertaking snow plowing this winter of 2023/4;

WHEREAS, the position of seasonal and part-time wingman pays twenty dollars (\$20) an hour with a minimum payment for four hours of work per snowplowing shift;

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby appoints Ed Kuhl and Steve Wales to the two part-time, seasonal position of wingman to be paid twenty dollars (\$20) an hour with a minimum payment for four hours of work per snowplowing shift.

By a (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on November 9, 2023.

William Wenzel, Supervisor

Jennifer Howe, Town Clerk

Present:

Absent:

Council Members:

William Wenzel	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. -2023

November 9, 2023

WHEREAS, The Town of Duanesburg Sewer Districts no. 1 and 3 operate the Delanson Wastewater Treatment Plant (WWTP) which is subject to regulation by the NYSDEC;

WHEREAS, The Town retained Prime AE to undertake the necessary chemical bulk storage inspections and report this year;

WHEREAS, Prime AE notified the Town that it was also necessary this year to undertake ultra sonic tank wall and pipe thickness testing for the 2,3000 gallon Aluminum Sulfate chemical bulk storage tank at the WWTP;

WHEREAS, Prime AE obtained two quotes for such work, one from Sky Testing, Inc. for \$1540.00 and one from Atlantic Testing Laboratories, Ltd., for \$1840.00 and recommended that the Town retain Sky Testing as the lower cost and based on Prime AE's past satisfactory work with Sky Testing;

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Town Supervisor to sign the contract with Sky Testing Inc., to provide the NYSDEC required testing of the chemical bulk storage tank for the amount of \$1540.00 under the supervision of Prime AE.

By a (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on November 9, 2023.

William Wenzel, Supervisor

Jennifer Howe, Town Clerk

Present:

Absent:

Council Members:

William Wenzel	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain

SKY TESTING inc.

TERMS AND CONDITIONS

1. Purchase orders, change orders, verbal orders, letters of intent, verbal or written instructions to proceed etc., pertaining to written quotations or verbal offers for the supply of technical personnel, equipment, materials, and associated services are accepted by Sky Testing Services, Inc., its officers, qualified representatives and employees, subject to SKY TESTING's standard conditions as set forth herein. Any interim good-faith action by SKY TESTING in support of any request by a purchaser must not be construed to imply SKY TESTING's intention to accept or acceptance of any purchaser's standard terms and conditions of order/contract, or their modifications and revisions, where these depart from or exceed SKY TESTING's standard conditions.
2. Purchaser must indicate the scope of work, including: As to inspection services, the method(s) of inspection (i.e., radiography, ultrasonic examination, magnetic particle examination, visible and fluorescent liquid examination, special inspections, etc) SKY TESTING will use reasonable efforts to assist in the selection of such method(s) and to locate or measure discontinuities or characteristics of the type, which normally can be located or measured. SKY TESTING equipment is fitted with standard electrical plugs or hose and pipe fittings. In the event SKY TESTING's standard utility fittings do not comply with local requirements or special customer regulations, it will be the responsibility of the customer to pipe, plumb, wire or otherwise modify any installation or equipment. In addition, when this has been completed SKY TESTING reserves the right to accept or reject the safety of such modifications and will accept no responsibility for any piping, wiring, or other utility connections performed by others. SKY TESTING will use its best efforts to provide efficient equipment, suitably tested and commissioned prior to each operation period, together with a competent operations staff. SKY TESTING will use its best efforts to conduct each service within the time limits set by the purchaser. Purchaser shall, before commencement of any work, and without cost to SKY TESTING remove or make safe any conditions at the job site or on the workplace which present a safety hazard to workers or equipment, including, but not limited to, electric wires, flames, smoke, flammable liquids or gases, fumes, steam, poisons, asbestos, hazardous or toxic chemicals, and hazards from other contractors working above, below, or adjacent to the SKY TESTING work area. Purchaser shall supply adequate scaffolding, lighting, and handling facilities at each work area. Upon completion of the work, the purchaser shall insure that lines or vessels are free of foreign materials to its own satisfaction. If purchaser fails to perform any of the foregoing, it shall indemnify, defend, and hold SKY TESTING harmless for any damages of any type whatsoever which result; except those resulting from SKY TESTING'S negligence or willful misconduct. SKY TESTING will endeavor to use its best reasonable efforts to avoid damage to the item(s) to be inspected, but SKY TESTING shall not be responsible for any damages of any type whatsoever, direct or indirect, consequential or otherwise, resulting from such inspection.
3. SKY TESTING neither accepts nor assumes any responsibility or liability for damages or delays resulting from any purchaser provided component malfunction; failure of purchaser provided equipment interruptions, or irregularities in purchaser provided electrical current, or other irregularities or failure occurring as a result of purchaser provided services; the failure or default of purchaser or any purchaser or any contractor or supplier thereto to furnish equipment or material or to do work as agreed upon with SKY TESTING action or inaction of any government agency having or claiming jurisdictions; strike or

SKYTESTING inc.

lockout of workers; accident; war; action of mobs or public enemy; any act of lawlessness interrupting work or destroying or injuring the material therefore; act of God; or inclement weather. All costs including overheads and profit thereon incurred by SKY TESTING on account of delay or interruption of its work by act or omission on the part of purchaser, or any party acting for or on behalf of purchaser, or by act or inaction of the governmental or regulatory agency will be for the account of purchaser.

SKY TESTING MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER, INCLUDING REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

4. The following takes precedent over and supersedes any other provision, agreement or understanding to the contrary, in that notwithstanding any other provision, agreement or understanding between purchaser and SKY TESTING to the contrary:

(i) **Consequential Damages:** under no circumstance and under no theory of law, whether contract, quasi-contract, strict liability, warranty, indemnity, tort (including the sole or concurrent negligence), fault or any other theory of law or cause of action, shall SKY TESTING or its insurers, guarantors, officers, or employees (collectively SKY TESTING) be liable to purchaser or its customers for consequential damages, loss of revenue, loss of profit, loss of use of capital, production delays, loss of use of product, delays in delivery, removal and reinstallation costs, reservoir loss or damage, however and whenever arising under any agreement or understanding with purchaser or as a result of or in connection with the work undertaken by SKY TESTING for purchaser or on its behalf, and whether based on negligence, whether sole or concurrent or active or passive, or breach of warranty, breach of contract or otherwise, and regardless whether such claim, or the basis thereof, is considered as a consequential damage or otherwise; and

(ii) **Cap:** the only exposures, losses, risks, claims, counterclaims, obligations and liabilities, of any kind or nature whatsoever, to which SKY TESTING can be and is herein subject to under, arising from or in connection with any and all services or work performed by SKY TESTING for purchaser or on purchaser's behalf, including but not limited to, any and all related damages, losses, illnesses or injuries or deaths sustained or incurred by purchaser, its customers or other contractors, or the officers, directors, employees and insurers of any of them, shall be and shall only be those directly caused by SKY TESTING, its employees or agents whether in negligence or willful misconduct and only to the extent so caused, and in any event, in the aggregate shall not, under any circumstances, exceed the amount of SKY TESTING's insurance, which shall be at least \$2,000,000.00.

5. Payment shall be made to funds current at par, as specified in SKY TESTING's proposal without cost to SKY TESTING for collection. The purchaser agrees to pay reasonable attorney's fees and costs incurred by SKY TESTING in the collection of any funds due SKY TESTING after the date upon which payment is due. Unless otherwise stated in SKY TESTING's proposal, all sales taxes, use taxes, gross receipt taxes, value added taxes, and other taxes imposed on SKY TESTING or purchaser with respect to the equipment, materials, or services furnished under these contractual conditions will be for the account of purchaser and will be invoiced as additions to the price quoted in SKY TESTING's proposal.

SKYTESTING^{inc.}

6. No term, condition or provision set forth herein shall be deemed waived by either party hereto or any breach hereof excused by either party hereto unless such waiver or excuse is in writing signed by an authorized representative of such part. No consent by a party hereto or waiver or any breach of purchaser shall constitute a consent to, waiver of, or excuse for any other subsequent breach of any type whatsoever by the other party.

7. The construction and performance of conditions set forth herein, as well as any other agreement between purchaser and SKY TESTING shall be governed by the laws of the state in which such work is performed without regard to principles of conflicts of law.

8. Insurance

Prior to commencing any work, Sky Testing shall furnish Purchaser with the following certificates of insurance in the amounts indicated or other amounts as required by law, whichever is greater:

(i) Worker's Compensation Insurance: A policy complying with the requirements of the laws of the State of New York;

(ii) Comprehensive General Liability and Property Damage Insurance: A standard comprehensive general liability insurance policy, with contractual and completed operations coverage, issued to and covering the liability of the Contractor for all work and operations under this Contract and all obligations assumed by the Sky Testing under this Agreement. The coverage under such policy shall not be less than the following limits:

Bodily Injury and Property Damage Liability
\$2,000,000 Each Occurrence
\$2,000,00 Aggregate;

(iii) Automobile Liability and Property Damage Insurance: A policy covering the use in connection with the work covered by the contract documents of all owned, non-Purchaser and hired vehicles bearing, or under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear license plates. The coverage under such policy shall not be less than the following:

Bodily Injury and Property Damage Liability
\$1,000,000 Combined single limit each occurrence.

The insurance policies and certificates must list the Purchaser as and additional insured. All insurance policies shall insure performance by Sky Testing of the indemnity provisions of this Agreement; shall be primary, not contributory with, and not in excess of coverages which the Purchaser may carry; shall state that the Purchaser is entitled to recovery for negligence of the Sky Testing even though the Purchaser is a named as additional insured; shall provide for severability of interest; shall provide that an act or omission of one of the insureds or additional insureds shall not void or reduce coverages as to the other insured or additional insureds; and shall provide that the insurance shall not be cancelled or changed without thirty (30) days written notice of such cancellation or changes being mailed and received by the Purchaser.

SCHEDULE A

FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY:

POLICY NO. 00098671

FORM NUMBER	DESCRIPTION
ILP001-0104	US Treasury Departments Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
AP0100US-0403	Privacy Policy
FP5900-0112	Auditable Policy Notice
FP2001-1019	Freedom Pack Policy Declarations
AP0001US-0403	Schedule A
CG0001-1207	Commercial General Liability Coverage Form
FP4001-1117	Common Conditions and Definitions
FP4003-0112	Coverage Part B Contractor's Pollution Liability Coverage Part
FP4005-0112	Coverage Part C Professional Liability
AP2103US-0607	Minimum Policy Premium
FP5004-0112	Composite Rate Endorsement
FP5005-0516	Premium Audit Conditions Amended - Including Past Due Balances Provision
FP5013-0112	Amended Policy Aggregate Limits of Insurance per Project
FP5015-1113	Premium Base Endorsement
FP5034-1016	Deductible Endorsement - Damages and Expenses
FP5157-0215	Coverage Extension - Primary and Non-Contributory Endorsement When Required by Written Contract or Written Agreement
CG2010-0413	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
CG2037-0413	Additional Insured - Owners, Lessees or Contractors - Completed Operations
FP5280-0418	Additional Insured - Scheduled as Required by Written Contract
FP5406-0320	Conditions - Independent Contractors and Subcontractors Coverage Requirements
FP5323-0112	Limitation - Contractor's Pollution Liability – Occurrence
FP5325-0612	Limitation - Damages
CG0068-0509	Recording and Distribution of Material or Information in Violation of the Law Exclusion
CG2107-0514	Exclusion - Access or Disclosure of Confidential or Personal Info and Data-Related Liability - Limited BI Exception Not Incl
CG2147-1207	Employment-Related Practices Exclusion
CG2167-1204	Fungi or Bacteria Exclusion
AP2102US-0403	Communicable Disease Exclusion
FP5601-1116	Exclusion - Occupational Disease
FP5602-0918	Exclusion – Employer's Liability – action over exception
FP5608-0414	Exclusion - Asbestos
FP5609-0612	Exclusion - Asbestos
FP5610-0112	Exclusion - Mold Matter
FP5615-0612	Exclusion - Nuclear Energy Liability
FP5634-0112	Exclusion - Silica
FP5635-0612	Exclusion - Silica
FP5663-0112	Exclusion - Cross Suits
FP5664-0112	Exclusion - Pollution and Pollution Related Liability
FP5665-0612	Exclusion - Lead or Lead-Based Paint
FP5666-0912	Exclusion - Lead and Lead Based Paint
FP5667-0612	Exclusion - Claims in Progress

FP5669-0612	Exclusion - Professional Liability
FP5675-0112	Fiduciary Exclusion
FP5694-0112	Exclusion - Operations in the US Virgin Islands
FP5695-0112	Exclusion - Operations in the US Virgin Islands
FP5698-0812	Exclusion - Discrimination
AP5027R-0115	Rejection of Coverage for Certified Acts of Terrorism Coverage
FP9001-0115	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the US
FP9002-0115	Exclusion - Terrorism
AP5036US-0109	New York Amendatory Endorsement - Notice Provisions

COMMON CONDITIONS AND DEFINITIONS

These Common Conditions and Definitions apply to each Coverage Part in addition to the specific terms, conditions and definitions sent forth in the Coverage Part. If any provision in these Common Conditions and Definitions is inconsistent or in conflict with the terms, conditions and definitions of any Coverage Part, the conditions and definitions of such Coverage Part shall, for the purposes of coverage, supersede any condition and definition provided herein.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as Named Insured under this Policy. The words "we", "us" or "our" refer to the company providing this insurance. Other words and phrases that appear in quotations (" ") have special meaning. Refer to the DEFINITIONS.

SECTION I - COMMON CONDITIONS

1. Aggregation of Limits

The EACH OCCURRENCE OR LOSS LIMIT OF LIABILITY shown in the LIMITS OF INSURANCE on the Declaration applies separately to each Coverage Part made a part of this Policy. However, the total of all combined damages and "losses" covered by this Policy cannot exceed the POLICY AGGREGATE LIMIT OF LIABILITY stated in the LIMITS OF INSURANCE on the Declarations.

2. Assignment

Assignment of any interest by any "insured" under this Policy shall not bind us without our written consent.

3. Arbitration

Should we and the "insured" disagree as to the rights and obligations owed by us under this Policy, including the effect of any applicable statutes or common law upon the contractual obligations otherwise owed, either party may make a written demand that the dispute be subject to binding arbitration.

When such a request is made, The American Arbitration Association shall be used, with each party selecting an arbitrator from the list of qualified arbitrators for insurance coverage disputes provided by that Association. The two chosen arbitrators shall select a third arbitrator from the same list; if they cannot agree to a selection. The American Arbitration Association shall make the selection for them. Each party shall bear the cost of its arbitrator and share equally the costs of the third arbitrator and of the arbitration process. A decision agreed to by two of the arbitrators will be binding.

In the event you prevail in the arbitration and we offer you arbitration costs and reasonable attorney fees incurred in connection therewith, in addition to the disputed contract benefit, you shall have no right to sue us for breach of implied covenants, unreasonable withholding of contract benefits, or any form of consequential damages or extra-contractual relief.

To the extent that we prevail in the arbitration, the arbitrators may award us any expenses and/or damages incurred or paid under reservation of rights in excess of our contract obligations as determined by the arbitrators.

4. Bankruptcy

Bankruptcy or insolvency of the "insured" or of the "insured's" estate will not relieve us our obligations under the coverage parts included in this policy. Bankruptcy or insolvency will not, however, relieve the "insured" of any duties set forth in paragraph 5 below, and both your failure to comply with these duties will be deemed a material breach of the Policy.

5. Duties In The Event of Occurrence, Pollution Condition, Offense, Claim, Suit or Wrongful Act

- a. You must see to it that we are notified as soon as practicable of an "occurrence", "pollution condition", "wrongful act" or an offense which may result in a "claim". To the extent possible, notice should include:
- i. How, when and where the "occurrence", "pollution condition", "wrongful act" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence", "pollution condition", "wrongful act" or offense.
- b. You and any other involved "insured" must:
- i. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit"; and
 - ii. Authorize us to obtain records and other information; and
 - iii. Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - iv. Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the "insured" because of injury or damage to which this insurance may also apply.
- c. No "insured" will, except at that "insured's" own cost, voluntarily make a payment, assume any obligation, enter into any settlement, or incur any expense, other than for first aid, without our consent. Notwithstanding the foregoing, an "insured" may take such "emergency action" as reasonably necessary to prevent or mitigate further "loss" or damages, provided the "insured" provides notice to us with ninety-six (96) hours after first actions to prevent or mitigate the "loss" or damages commence. In the event of any oral notice, the "insured" agrees to furnish a written report to us as soon as practicable.
- d. All "insureds" shall cooperate with the Company and upon the Company's request shall submit to examination by representative of the Company, under oath if required, shall preserve and produce records, attend hearings, depositions and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of "suits", as well as in the investigation and/or defense, all without charge to the Company. The "insured" shall further cooperate with the Company and do whatever is necessary to secure and enforce any rights of indemnity, contribution or apportionment which the "insured" may have or any subrogation rights that the Company may have.
- e. If you misrepresent any information concerning a "claim" that prejudices our rights under this Policy or compromises defenses otherwise afforded to you, we have the right to deny coverage under this Policy.

6. First Named Insured as Sole Agent

The "first named insured" shall act on behalf of all "insureds" with respect to completing the Application for the insurance, including representing the truth and completeness of all information as required including providing notice of "occurrence", "claim", "pollution condition", "products pollution condition", offense, "suit", or "wrongful act", giving or receiving notice of cancellation or non-renewal, paying premium or receiving unearned premium, agreeing to any changes in this Policy, and electing whether or not to purchase, under any Coverage Part for which an option of an extended reporting period is available.

7. Inspections

The Company shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the "insured's" property or operations at any time. Neither the Company's right to make inspections, sample and monitor, nor the actual undertaking thereof nor any report thereon shall constitute an undertaking, on behalf of the "insured" or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation.

8. In The Event of Cancellation or Non-Renewal

- a. The "first named insured" shown on the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this Policy by mailing or delivering to the "first named insured" written notice of cancellation at least:
 - i. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - ii. 30 days before the effective date of cancellation if we cancel for any other reason.
- c. Any cancellation due to non-payment of premium will be considered as a request to cancel by the "first named insured".
- d. We will mail or deliver our notice to the "first named insured's" last mailing address known to us.
- e. Notice of cancellation will state the effective date of cancellation. The "policy period" will end on that date.
- f. If this policy is cancelled, we will send the "first named insured" any premium refund due.
 - i. If we cancel, the refund will be pro rata.
 - ii. If the "first named insured" cancels, the refund may be less than pro rata.The cancellation will be effective even if we have not made or offered a refund.
- g. If we decide not to renew any Coverage Part, we will mail or deliver to the "first named insured" shown in the Declarations written notice of the non-renewal in compliance with the applicable state laws.
- h. If notice is mailed, proof of mailing will be sufficient proof of notice.

9. Legal Action Against Us

No person or organization has a right under this Policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured"; or
- b. To sue us on these Coverage Parts unless all of the Policy terms have been fully complied with by the "insured."

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured"; but we will not be liable for damages that are not payable under the terms of these Coverage Parts or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured", and the claimant or the claimant's legal representative.

10. Multiple Coverage Parts – Deductible or Self-Insured Retention

In the event that more than one coverage part applies to the same "occurrence", "claim" or "wrongful act", only one deductible or Self-Insured Retention Amount shall apply. The Deductible or Self-Insured Retention shall be the highest Deductible or Self-Insured Retention applicable to the covered "occurrence", "claim" or "wrongful act".

11. Other Insurance

If other insurance is available to the "insured" for a loss we cover under one of these Coverage Parts, our obligations are limited as follows:

Any coverage provided by these Coverage Parts shall be excess over any other insurance available whether a Self-Insured Retention, primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and non-contributory basis.

When this insurance is excess over other insurance:

- a. We will have no duty to defend the "insured" against any "suit" if any other insurer has a duty to defend the "insured" against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the "insured's" rights against all those other insurers and the "insured" shall cooperate with us in securing and enforcing those rights.
- b. We will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - i. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - ii. The total of all Deductible and Self-Insured Amounts under all that other insurance.

If, however, the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

12. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request. We have the right, but not the obligation, to conduct a physical audit of records needed for premium computation after the expiration of this Policy.
- d. Your refusal to maintain or provide needed records, or to allow us to conduct a physical audit of needed records, will result in our developing and calculating a final audit premium based on information available to us and without your cooperation. If final premium audits calculated without your cooperation result in additional premium, you are obligated to pay such additional premium.
- e. Earned premium that has been invoiced by the Company and has not been paid, and subsequently becomes past due, will be subject to an interest rate charge on the unpaid earned premium due. Interest will be calculated daily at a simple rate of 9% per annum, applied to the unpaid balance due, from the past due date until full payment is received by the Company.

- f. Failure to pay any additional premium due resulting from a Premium Audit when due may result in the cancellation of any additional or subsequent policy in effect with the Company, at our sole discretion.
- g. Any additional or subsequent policy in effect after the term of this policy with the Company shall be subject to adjustment of its rating base based on the Premium Audit, at our sole discretion.

13. Representations

By accepting this Policy, you agree that:

- a. The statements in the Declarations, any applications, any other supplemental materials and information and amendments to these Coverage Parts during the "policy period" are accurate and complete; and
- b. The applications, any other supplemental materials, information and amendments you made to us are deemed material; and
- c. We have issued this Policy in reliance upon your representations made in the application, any other supplemental materials and information.

14. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in Policy to the "first named insured", this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each "insured" against whom "claim" is made or "suit" is brought.

15. Service of Suit

It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder this Company will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such "suit" may be made upon the Company's president, or his nominee, at the address shown on the Declarations page of this Policy, and that in any "suit" instituted against any one of them upon this Policy, this Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of this Company in any such "suit" and or upon the request of the "insured" to give a written undertaking to the "insured" that it or they will enter a general appearance upon this Company's behalf in the event such "suit" shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, this Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, "suit" or proceeding instituted by or on behalf of the "insured" or any beneficiary hereunder arising out of this contract of insurance, and hereby designated the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

16. Transfer of Rights of Recovery Against Others to Us

If the "insured" has rights to recover all or part of any payment we have made under any Coverage Part, those rights are transferred to us. The "insured" must do nothing after loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.

The Company agrees to waive any right of recovery against any person or organization, when required by written contract executed prior to a "responsible person" first becoming aware of any "bodily injury", "property damage", "environmental damage", "cleanup costs", "mitigation expense", or "wrongful act".

SECTION II - COMMON DEFINITIONS

The terms listed below may not appear in any Coverage Part that is made a part of this Policy, thereby making the definition inapplicable.

Additionally, there may be definitions that do not appear below, but are included in a Coverage Part made a part of this Policy. In such event, the definition provided in the Coverage Part shall apply. If any definition listed below is inconsistent or in conflict with the definition included in any Coverage Part made a part of this Policy, the definition of such Coverage Part shall, for the purposes of that coverage, supersede any definition provided herein.

"Additional named insured" means any person, organization, or entity identified as an "additional named insured" in an endorsement issued by us, but solely for their liability as specified in such endorsement.

"Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

"Bodily injury" means:

- a. Bodily injury, sickness, disease, or building-related illness sustained by any person, including death resulting therefrom, and
- b. Mental anguish, emotional distress, or shock, resulting from a physical injury caused by a "pollution condition".

"Claim" shall have the meaning set forth in the applicable Coverage Part.

"Clean-up costs" means reasonable and necessary expenses incurred as a result of a "claim" to investigate, remove, dispose of, abate, contain, treat, or neutralize a "pollution condition", including any monitoring and testing cost:

- a. To the extent required by "environmental laws", including state voluntary cleanup or risk based corrective action guidance, governing the liability or responsibilities of the "insured", or
- b. In the absence of items in (a), above, to the extent recommended in writing by an "environmental professional".

With respect to a "pollution condition", "clean-up costs" includes "replacement costs" and fees and expenses associated with an "environmental professional".

"Emergency actions" means urgent intervention taken to mitigate threats to life, property and or the environment.

"Employee" includes a "leased worker" or a "temporary worker".

“Environmental damage” means adulteration of soil, surface water, groundwater or other media arising from a “pollution condition” and resulting in “clean-up cost”. “Environmental damage” does not include “property damage”.

“Environmental laws” means any federal, state, provincial, municipal or other local laws, but not limited to, statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary cleanup or risk based action guidance, and governmental, judicial or administrative orders and directives, that are applicable to a “pollution condition”.

“Environmental professional” means an individual designated by us who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association, or both. We shall consult with the “insured” in conjunction with the “environmental professional”. We may require that such professional meet certain minimum qualifications and maintain errors and omissions insurance.

“First named insured” means the first person or first entity stated in the Declarations.

“Insured” shall have the meaning set forth in the applicable Coverage Part.

“Leased Worker” means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. “Leased worker” does not include a “temporary worker”.

“Legal Expense” means attorneys’ fees and other charges and expenses incurred in the defense or settlement of any “claim” for “loss”. “Legal expense” includes the fees and expenses of consultants, expert witnesses, accountants, court reporters, and other vendors, for goods or services in connection with such defense, or settlement. “Legal expense” also includes all court costs taxed against the “insured” in the “suit”. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the “insured”. “Legal expense” does not include the time and expense incurred by the “insured” in assisting in the investigation or resolution of a “claim”, including but not limited to the costs of the “insured’s” in-house counsel or consultant.

“Loss” means:

- a. Compensatory damages, including those for “bodily injury”, “property damage”, “environmental damage”, “clean-up costs”, or “mitigation expense”, and
- b. Punitive, exemplary or multiplied damages, civil fines, penalties and assessments based upon or arising out of a., above, where insurable by law.

“Mitigation Expense” means, reasonable, necessary, and customary business expenses paid by the “insured” during “emergency actions” to minimize damage resulting from a “pollution condition” that may result in a “claim”.

“Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not; maintained primarily to provide mobility to permanently mounted:
 - i. Power cranes, shovels, loaders, diggers or drills; or
 - ii. Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - i. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - ii. Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "automobiles":

- i. Equipment designed primarily for:
 - a) Snow removal;
 - b) Road maintenance, but not construction or resurfacing; or
 - c) Street cleaning;
- ii. Cherry pickers and similar devices mounted on "automobile" or truck chassis and used to raise or lower workers; and
- iii. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

"Mold matter" means mold, mildew or any type or form of fungus; including any mycotoxins, spores, or byproducts produced or released by fungi.

"Natural resources" means land, fish, wildlife, biota, air, surface water, ground water, drinking water supplies and other such resources belonging to, managed by, held in trust by, pertaining to, or otherwise controlled by the United States, any state or local government, any foreign government, any Native American tribe, or if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful condition.

"Policy period" means the period stated in the Declarations. However, if this Policy is cancelled, by either the "first named insured" or us, the "policy period" ends at the effective date and time of the cancellation.

"Pollutants" means any acoustic, solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste or "runoff". Waste includes, but is not limited to, industrial, governmental, municipal, and household waste, biological infectants and contaminants, radiation, construction material waste and medical waste.

"Pollution condition" shall have the meaning set forth in any applicable Coverage Part.

"Products pollution condition" shall have the meaning set forth in the applicable Coverage Part.

"Professional services" means any professional services stated in the Declarations, or otherwise scheduled as such onto this Policy in an endorsement issued by us, performed by or on behalf of the "insured".

"Property damage" means:

With regard to "natural resources":

- a. Adulteration or destruction of "natural resources", but not diminution in value.

With regard to tangible property:

- b. Physical damage to or destruction of tangible property, including all resulting loss of use, and
- c. Diminution in value of that property, and
- d. For other tangible property that is not physically damaged or destroyed, loss of use only.

"Property damage" does not include "mitigation expense", "clean-up cost" or "environmental damage".

"Replacement costs" means costs incurred by the "insured" with our written consent, to repair, restore or replace real or personal property that was damaged in the course of incurring reasonable and necessary "clean-up costs". We will repair, restore or replace (at our sole discretion) the damaged real or personal property to the condition it was in prior to being damaged.

"Responsible Person" means any officer, director, or partner of the "insured", or the manager, foreman, supervisor, or any other "employee" of the "insured" responsible for environmental or health and safety affairs, control or compliance, or any manager of a "covered location".

"Runoff" means the draining away of water including substances picked up and moved by water from the surface of an area of land or man-made object or structure.

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "environmental damage", "clean-up costs", "wrongful act" or "mitigation expense", to which this insurance applies is alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

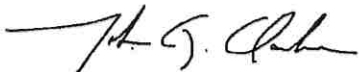
"Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

"Underground storage tank system" means any container or vessel, including the associated piping connected thereto, which is ten percent (10%) or more beneath the surface of the ground.

"Wrongful Act" means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty in the performing of or failure to perform "professional services".

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless signed by duly authorized representatives of this Company.

VICE PRESIDENT



PRESIDENT



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SCHEDULED AS REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided by the Coverage Part(s) checked below:

- All Coverage Parts or
 Only the following checked Coverage Part(s)

N/A COVERAGE PART A - COMMERCIAL GENERAL LIABILITY
 COVERAGE PART B - CONTRACTOR'S POLLUTION LIABILITY
N/A COVERAGE PART B – CONTRACTOR'S POLLUTION LIABILITY – LIMITED
N/A COVERAGE PART C - PROFESSIONAL LIABILITY
N/A COVERAGE PART D - SITE ENVIRONMENTAL LIABILITY
N/A COVERAGE PART E - PRODUCTS POLLUTION LIABILITY
N/A COVERAGE PART F – PRODUCTS/COMPLETED OPERATIONS LIABILITY
N/A COVERAGE PART G – OTHER

Solely with respect to coverage afforded by the Coverage Part(s) checked above:

SCHEDULE

As required by written contract or written agreement in effect during this "policy period" and executed prior to the "occurrence" of any "bodily injury" or "property damage"

SECTION VIII – DEFINITIONS, 5. "Insured", is replaced by the following with respect to the person(s) or organization(s) shown in the Schedule above:

5. "Insured" means:

- a. The "first named insured", any "additional named insured", and any present or former director, officer, partner, member, "employee", "leased worker" or "temporary worker" thereof, while acting within the scope of his/her duties as such; and
- b. Any organization or entity in which the "insured" has an ownership interest but solely with regard to the "insured's" liability in the conduct of your business; and
- c. Any joint ventures in which the "insured" is named as co-venturer, but solely with regard to the "insured's" liability arising out of the "insured's" "contracting services" provided under such joint venture.
- d. Solely with regard to **SECTION I - INSURING AGREEMENTS**, any "claims" made under this Policy are subject to the following:

When required by a written contract or written agreement, "insured" also includes the client for whom the "insured" performs "contracting services" provided that such contract was signed by the "insured" and such client prior to the date the "pollution condition" first commenced. However, the client is included as an "insured" under this Policy solely to the extent that the client is found liable based upon "contracting services" negligently performed by an "insured" other than the client.

Coverage for such client under this Policy shall not exceed the lesser of the following amounts:

- I. The Limits of Liability required under a written contract or written agreement; or
- I. The applicable Each Occurrence or Loss Limit of Liability for this Policy.

However, any coverage provided to an additional insured under this Policy shall be excess over any other insurance available to such additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract or written agreement in effect during this "policy period" and executed prior to the "occurrence" of any "bodily injury" or "property damage"	As required by written contract or written agreement in effect during this "policy period" and executed prior to the "occurrence" of any "bodily injury" or "property damage".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the Insurance afforded to these additional Insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional Insured is required by a contract or agreement, the most we will pay on behalf of the additional Insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract or written agreement in effect during this "policy period" and executed prior to the "occurrence" of any "bodily injury" or "property damage"	As required by written contract or written agreement in effect during this "policy period" and executed prior to the "occurrence" of any "bodily injury" or "property damage".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE EXTENSION – PRIMARY AND NON- CONTRIBUTORY ENDORSEMENT WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided by the Coverage Part(s) checked below:

All Coverage Parts or

Only the following checked Coverage Part(s)

- COVERAGE PART A - COMMERCIAL GENERAL LIABILITY
- N/A COVERAGE PART B - CONTRACTOR'S POLLUTION LIABILITY
- N/A COVERAGE PART B - CONTRACTOR'S POLLUTION LIABILITY – LIMITED
- N/A COVERAGE PART C - PROFESSIONAL LIABILITY
- N/A COVERAGE PART D - SITE ENVIRONMENTAL LIABILITY
- N/A COVERAGE PART E - PRODUCTS POLLUTION LIABILITY
- COVERAGE PART F - PRODUCTS/COMPLETED OPERATIONS LIABILITY
- N/A COVERAGE PART G - OTHER

Solely with respect to coverage afforded by the Coverage Part(s) checked above:

Any coverage provided to the additional insured(s) shall be excess over any other valid and collectible insurance available to the additional insured(s) whether primary, excess, contingent or on any other basis unless a written contract or written agreement with the additional insured(s), executed prior to any claim or "suit", specifically requires that this insurance apply on a primary and non-contributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided by the Coverage Part(s) checked below:

- All Coverage Parts or
 Only the following checked Coverage Part(s)

- COVERAGE PART A - COMMERCIAL GENERAL LIABILITY
- N/A COVERAGE PART B - CONTRACTOR'S POLLUTION LIABILITY
- N/A COVERAGE PART C - PROFESSIONAL LIABILITY
- N/A COVERAGE PART D - SITE ENVIRONMENTAL LIABILITY
- N/A COVERAGE PART E - PRODUCTS POLLUTION LIABILITY
- N/A COVERAGE PART F - OTHER

Solely with respect to coverage afforded by the Coverage Part(s) checked above:

SECTION III – LIMITS OF INSURANCE - The General Aggregate Limit applies separately to each "Project" of the Named Insured.

Notwithstanding the application of the General Aggregate Limit to each "Project" of the Named Insured, under no circumstances will we pay more than **\$2,000,000** for all claims under this Policy that are subject to the General Aggregate limit.

For the purpose of this endorsement, the following definition is added:

"Project" means all work done by you or on your behalf, away from premises owned or rented to you, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, work orders, purchase orders, or work done at multiple "locations" under one contract are not separate "projects" within the meaning of this coverage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SCHEDULE A

FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY:

POLICY NO. 00098669-3

FORM NUMBER	DESCRIPTION
ILP001-0104	US Treasury Departments Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
AP0100US-0403	Privacy Policy
FX5900-0215	Auditable Policy Notice
FX2001-0420	Freedom Pack Commercial Excess Liability Policy Declarations
FX3101-0414	Schedule of Underlying Insurance
AP0001US-0403	Schedule A
XC0002US-0607	Commercial Excess Liability Policy
AP2103US-0607	Minimum Policy Premium
AP2300US-1106	Composite Rate Endorsement
FX5001-1113	Premium Base Endorsement
XC2250US-0403	Unimpaired Aggregate Limit Endorsement (Non-Concurrency)
FX5101-0313	Coverage Extension - Damages Amended
AP5031US-0410	Primary and Non Contributory Endorsement
AP2104US-1012	Common Policy Conditions
AP2107US-0403	Binding Arbitration
AP2113US-0208	Service of Suit
FX5401-0815	Conditions - Coverage Territory
XC2148US-0516	Premium Audit Conditions - Including Past Due Balances Provision
FX5303-0116	Limitation - Damages
FX5305-0219	Limitation - Amended Policy Aggregate Limit of Insurance
AP2031US-0411	Exclusion - Cross Suits
AP2102US-0403	Communicable Disease Exclusion
FX5606-1215	Exclusion - Asbestos
FX5607-1215	Exclusion - Discrimination
FX5608-1215	Exclusion - Lead or Lead-Based Paint
FX5611-1215	Exclusion - War Risk
FX5612-1215	Exclusion - Claim(s) in Progress
FX5613-1215	Exclusion - Employment Related Practices
FX5614-1215	Exclusion - Silica
FX5615-0418	Exclusion - Occupational Disease
FX5619-0618	Exclusion - Operations Covered By A Consolidated Insurance Program (Wrap-Up, OCIP, CCIP)
FX5622-0918	Exclusion - Sublimited Coverages
FX5623-0219	Exclusion - Watercraft
GC2131US-0403	Fiduciary Exclusion
XC2100US-0222	Nuclear Energy Liability Exclusion Endorsement
XC2102US-0403	Fungi or Bacteria Exclusion
XC2106US-0703	Real and Personal Property Care, Custody or Control Exclusion
XC2201US-0403	Aircraft Exclusion
XC2267US-0904	Exclusion - Operations in the U.S. Virgin Islands
XC5046US-1211	Exclusions - E-mails, Fax, Phone Calls for Other Methods of Sending, Recording and Distributing Material or Information
XC5072US-1117	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability
AP5027R-0115	Rejection of Coverage for Certified Acts of Terrorism Coverage

FX9002-0115

Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism
Committed Outside the US and Excl

AP5036US-0109

New York Amendatory Endorsement - Notice Provisions

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
As required by written contract or written agreement in effect during this "policy period" and executed prior to the "occurrence" of any "bodily injury" or "property damage".
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NEW YORK - BUSINESS AUTO COVERAGE
ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

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SECTION I - COVERED AUTOS is amended as follows:

TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of **SECTION I - COVERED AUTOS**:

"Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

SECTION II - LIABILITY COVERAGE is amended as follows:

NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
- (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

3. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

4. ADDITIONAL INSURED BY WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 22, this policy is excess over any other collectible insurance.

SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

7. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:
 - a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
 - b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
 - c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
 - d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
 - e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

The insurance provided under this provision is excess over any other collectible insurance, either from another insurance policy or from the collision damage waiver of a credit card.

TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

If CA 85 50, Towing - Commercial Autos, is attached to this policy, the limits indicated in CA 85 50 replace the limits indicated in this provision.

The insurance provided under this provision is excess over any other collectible insurance.

PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. Coverage Extensions, Transportation Expenses of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

10. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 12.B.

11. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage,** we will pay for the expense of returning a stolen "auto" to you. The maximum amount we will pay is \$1,000.

PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "Insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

15. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph a. of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:
 - (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
 - (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
 - (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

16. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. Deductible of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

17. PARKED AUTO COLLISION COVERAGE

Paragraph D. Deductible of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The \$100 deductible will apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. Legally parked; and
- b. Unoccupied.

This provision will only apply if the covered "auto", of the type described above, was in the charge of, being used by, or in the possession of, and "insured" at the time it was legally parked and left unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of, being used by, or in the possession of, any person or organization engaged in the business of selling, servicing, repairing, parking or storing "autos", at the time it was legally parked and left unoccupied.

TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B.7. Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

22. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS, Definition C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

TOWN OF DUANESBURG

RESOLUTION NO. -2023

November 9, 2023

WHEREAS the Town Board of the Town of Duanesburg (the "Town") wishes to replace the existing roof on the town hall building (the "Work"); and

WHEREAS the Town sought quotes from qualified and responsible roofing contractors for the performance of the Work and received quotes from two different qualified and responsible contractors in response; and

WHEREAS the lowest quote from a qualified and responsible contractor for the Work was submitted by Hershberger Roofing whose price for the Work (including all labor and materials) was \$17,440 and the bid and a standard contract was approved by the Town Board on September 14, 2023; and

WHEREAS, Hershberger Roofing was the wrong entity for the contract for the Work and instead the entity is Glen Valley Standing Seam Roofing who will be entering into the contract at the same price of \$17,440;

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes the Town Supervisor to execute the attached construction contract with Glen Valley Standing Seam Roofing for the replacement of the existing roof on the town hall building in the amount of \$17,440.00.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on November 9, 2023.

William Wenzel, Town Supervisor

Jennifer Howe, Town Clerk

Present:

Absent:

Council Members:

William Wenzel	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain



AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the day of November in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Town of Duanesburg
5853 Western Turnpike
Duanesburg, New York 12056

and the Contractor:
(Name, legal status, address and other information)

Glen Valley Standing Seam Roofing
810 Argersiner Road
Fultonville, New York 12072

for the following Project:
(Name, location and detailed description)

Town Hall Roof Project

(Paragraph deleted)
, address and other information)

N/A

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
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- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
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- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date:

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be Seventeen Thousand Four Hundred Forty Dollars (\$ 17,440.00), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

n/a

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
<i>(Row deleted)</i>		

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 *Provided that an Application for Payment is received by the Owner not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than thirty (30) days thereafter. If an Application for Payment is received by the Owner after the date fixed above, payment shall be made by the Owner not later than thirty (30) () days after the Owner receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)*

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

Ten Percent (10%)

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

n/a %

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price..

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Init.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as modified.

§ 6.1.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 6.1.6 The Addenda, if any:

Init.

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

Exhibit A, Determination of the Cost of the Work.

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

Request for Proposals issued by the Owner and dated _____ 2023, attached as **Exhibit A**
Contractor's Quote (including labor and materials) dated July 20, 2023, attached as **Exhibit B**

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a Construction Change Directive. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

Unless otherwise set forth, in the event that there are discrepancies among terms, conditions and/or requirements relating to Contractor's performance, the most stringent terms, conditions and/or requirements shall control.

Contractor acknowledges and agrees that the Contract Documents are adequate and sufficient to provide for the completion of the Work, and include all Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with all applicable laws, codes, and professional standards. Work includes all labor, materials, equipment and services to complete all specified procedures, repairs and waterproofing, satisfy all governmental conditions including but not limited to obtaining permits, etc., all necessary protection measures for safety and to preserve existing or adjacent Work, together with all attendant cleaning and removal of debris.

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User Notes:

(1649429300)

Init.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor. Contractor expressly represents that the Contractor has carefully examined the Contract Documents and has performed a detailed investigation of the site (including but not limited to visiting and inspecting the Work areas and taking detailed field measurements), and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Owner and the Owner's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

(Paragraphs deleted)

§ 7.6

(Paragraphs deleted)

Notice

§ 7.6.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 7.6.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and

materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

(Paragraphs deleted)

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all reasonably necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities. All additional costs incurred by Owner for retesting of failed products, systems or installed work shall be paid by the Contractor causing defects.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. If the Contractor disagrees with the actions of the Owner or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

§ 8.4 Extent of Owner's Rights

The rights stated in this Article 8 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations

are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. The foregoing warranties shall be in effect for a period of one (1) year from the date of Final Completion. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3. Notwithstanding anything contained in this Contract to the contrary, any claim or other cause of action by the Owner against the Contractor, any Subcontractor, or any Sub-subcontractor, supplier, agent or employee of any of them pursuant to this Section 9.4 may be made at any time within the time period specified in the applicable statute of limitations. The warranties provided pursuant to this Contract shall not be construed to modify or limit, in any way, any rights or actions which the Owner may otherwise have against the Contractor by law or statute, or in equity. All warranties, including all equipment warranties, will inure to the benefit of the Owner and the Owner's successors and assigns.

§ 9.4.1 As a condition to final payment, the Contractor shall assign and transfer to the Owner all guarantees, warranties and agreements from Contractor, all contractors, Subcontractors, Sub-subcontractors, vendors, suppliers or manufacturers regarding their performance, quality of workmanship or quality of materials or equipment supplied in

connection with the Work. The Contractor represents and warrants that all such guarantees, warranties, and agreements shall be in place and enforceable by the Owner in accordance with their terms.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's written approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner.

(Paragraphs deleted)

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Owner.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

(Paragraphs deleted)

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, and Contractor, or by written Construction Change Directive signed by the Owner. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

(Paragraph deleted)

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Owner in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; or (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; then the Contract Time shall be extended for such reasonable time as Owner may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Owner before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its

accuracy required by the Owner. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

(Paragraphs deleted)

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier unless such Work has been performed by others whom the Contractor intends to pay.

(Paragraph deleted)

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

(Paragraphs deleted)

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 The Owner shall not have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of

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items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Owner determines that the Work or designated portion thereof is substantially complete, the Owner will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Contractor for its written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and, when the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make final payment in accordance with this agreement.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

§ 15.8 The Contractor expressly undertakes to defend the Owner, officers, directors and employees, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against the Owner as a result of liens filed against the Work, the site of any of the Work, the Project site, and any improvements thereon, payments due the Contractor, or any portion of the Owner's property (collectively referred to in this Section 14.6 as "liens"). The Contractor hereby agrees to indemnify and hold the Owner and officers, directors and employees, harmless from and against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

§ 15.9 The Owner shall release any payments withheld due to a lien or claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond that is (i) issued by a surety acceptable to the Owner, (ii) in form and substance satisfactory to the Owner, and (iii) in an amount not less than two hundred (200) percent (200%) of such lien claim or such other amount as required by applicable law. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section 15.8, including, without limitation, the duty to defend and indemnify the Owner. The cost of any premiums incurred in connection with such bonds and security shall be the sole responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 15.10 Notwithstanding the foregoing, the Owner reserves the right to settle any disputed mechanic's or material supplier's lien claim by payments to the lien claimant or by such other means as the Owner, in the Owner's sole and absolute discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse the Owner, upon demand, for any payments so made.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is

located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million dollars (\$ 2,000,000.00) each occurrence, Two Million Dollars (\$ 2,000,000.00) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

An excess/umbrella policy in the amount of \$2,000,000.00.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy. At Owner's request, the

Contractor shall provide the Owner with complete copies of all required insurance policies.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Owner's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
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§ 17.1.15 If Contractor should fail to purchase or maintain any of the insurance required under this Section 16, Owner shall be entitled to recover all damages arising from said failure, in addition to all other rights and remedies, even if Owner has itself obtained insurance to cover the same risks.

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

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§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance., Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Contractor its just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Contractor shall furnish a Performance Bond and Labor and Material Bond meeting all statutory requirements of the State of New York, in form and substance satisfactory to the Owner and, unless indicated otherwise by the Owner, complying with the following specific requirements:

- 1 Except as otherwise required by statute, the form and substance of such bond shall be satisfactory to the Owner in their sole judgment.
- 2 The Bond shall be executed by a responsible surety licensed in the State of New York acceptable to the Owner.
- 3 The Performance Bond and the Labor and Material Bond shall each be in an amount acceptable to the Owner.
- 4 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the relevant power of attorney indicating the monetary limit of such power.
- 5 Every bond required by this Section 17.3.1 must display the surety's bond number.
- 6 A rider including the following provisions shall be attached to each bond:
 1. The surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other shall not release the surety of its obligations hereunder, and notice to the surety of such matters is hereby waived.

(Paragraph deleted)

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 Upon completion of any Work under or pursuant to this Section 18, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence solely with respect to any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the State of New York, excluding that jurisdiction's choice of law rules.

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§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

David W. Frey
Glen Valley Standing Seam Roofing
810 Argersiner Road
Fultonville, New York 12072

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 19.7 Section 103-a of the General Municipal Law and 139-a of the State Finance Law of the State of New York, provides the following is sufficient ground for cancellation of contract by municipal corporations, fire districts and the State: head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of city agency which is empowered to compel the attendance of witnesses and examine them under oath.

In an investigation upon the refusal of a person, when called before a grand jury, to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public

department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and to provide also that

- (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September nineteen hundred sixty, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid."

§ 19.8 Pursuant to Sections 103-b of the General Municipal Law and 139-b of the State Financial Law of the State of New York, the following is sufficient disqualification to contract with Municipal corporations, fire districts and the State:

"Any person who, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority, or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or with any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal or until disqualification shall be removed..."

§ 19.9 Section 103-d of the General Municipal Law and Section 139-d of the State Finance Law of the State of New York refers to the statement of non-collusion in bids and proposals to political sub-divisions of the state, fire district and the state as follows:

- (a) By submission of this bid, each bidder and each person 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 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 submit a bid for the purpose of restricting competition."

§ 19.10 Section 103-e of the General Municipal Law of the State of New York — Conspiracies prevent competitive bidding on public contracts:

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User Notes:

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1. A person or corporation who shall willfully, knowingly and with intent to defraud, make or enter into, or attempt to make or enter into, with any other person or corporation, a contract, agreement, arrangement or combination to submit a fraudulent or collusive bid; or to refrain from submitting a bona fide competitive bid, to any board, officer, agency, department, commission or other agency of the state or of a public corporation on a contract for public work or purchase which has been advertised for bidding, shall be guilty of a misdemeanor, and on conviction thereof shall, if a natural person, be punished by a fine not exceeding five thousand dollars (\$5,000.00) or by imprisonment for not longer than one (1) year, or by both such fine and imprisonment, and if a corporation by a fine not exceeding twenty thousand dollars (\$20,000.00). An indictment or information based upon a violation of any provision of this section must be found within three years after its commission."

§ 19.11 Any and all bids and contract made or awarded by the Owner or any public department, agency or official thereof for work or services performed or to be performed, or goods sold or to be sold, are made subject to the provisions of Laws of 1959 Chapter 605, as amended, Laws of 1963 Chapter 956, as amended, and Laws of 1965 Chapter 1031, said Laws as now contained or as may hereinafter be amended."

§ 19.12 Foreign Contractors: Foreign contractors must comply with the provisions of Articles 9A and 16 of the Tax Law, as amended, prior to submission of the proposal for the performance of the Work. The certificate of the New York State Commissioner to the effect that all taxes have been paid by the foreign contractor shall be conclusive proof of the payment of taxes. The term "foreign contractor" as used in this subdivision means in the case of an individual, a person who is a legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more partners who are legal residents of another state or foreign country; and in the case of a foreign corporation, one organized under the laws of a state other than the State of New York.

§ 19.13 Liens: Attention of all persons making proposals is specifically called to the provisions of Section 25, Subdivision 5, Section 25A and Section 25B of the Lien Law, as amended, in relation to funds being received by a Contractor for public improvement declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims.

Within five (5) days after receipt from the Owner of notice to begin work on the job, the Contractor will furnish to the Owner written notice of the names of all sub-contractors to be employed on the job and the general items of work to be done by them and shall also, to the extent indicated in the notice to begin work, furnish written notice of the names of suppliers of materials to be used on the job. The Owner may disapprove for good cause any subcontractors or material supplier selected by the Contractor and shall give written notice of its disapproval, within five (5) days after receiving the names of the subcontractor or material suppliers, to the Contractor who shall thereupon promptly notify the Owner of the name of the sub-contractor or material supplier selected in replacement which shall again be subject to approval by the Owner.

§ 19.14 Labor Law/Municipal Law: The Contractor and every sub-contractor performing work at the site of the Project for which this Contract relates shall comply with the applicable provisions of the Labor Law and Municipal Law, as amended, of the State of New York.

§ 19.15 Legal Provisions Deemed Included: Each and every provision of any law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall read and be enforced as though it were included herein, and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such an insertion.

§ 19.16 Equal Opportunity

§ 19.16.1 The Contractor shall maintain policies of employment as follows:

§ 19.16.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or natural origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the policies of non-discrimination.

§ 19.16.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religions, color, sex or national origin.

19.17 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS. Contractor acknowledges and agrees that the Work is to be funded, in whole or in part, using American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds. Contractor ensures that no costs of the Work will be sought for or reimbursed by other federal or state funding streams. Contractor is subject to the applicable provisions and requirements of the following documents, which are incorporated herein by reference, where Treasury issues exceptions or waivers to any of the federal requirements stated in the documents below, such exceptions and waivers shall automatically be incorporated by reference into this agreement and control over any conflicting provisions of this Agreement:

- .1 U.S. Department Of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms And Conditions (OMB Approved 1505-0271)
- .2 Assurances Of Compliance With Civil Rights Requirements (OMB Approved 1505-0271).

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination..

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon

Init.

request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, , and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed.

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, , shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing,

delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

Town of Duanesburgh

Glen Valley Standing Seam Roofing

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

David W. Frey

(Printed name and title)

Init.

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Additions and Deletions Report for AIA® Document A104® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the day of November in the year 2023

...

Town of Duanesburg
5853 Western Turnpike
Duanesburg, New York 12056

...

Glen Valley Standing Seam Roofing
810 Argersiner Road
Fultonville, New York 12072

...

Town Hall Roof Project

The Architect:

(Name, legal status, address and other information)

N/A
PAGE 3

A date set forth in a notice to proceed issued by the Owner.

...

Stipulated Sum, in accordance with Section 3.2 below

...

§ 3.2 The Stipulated Sum shall be Seventeen Thousand Four Hundred Forty Dollars (\$ 17,440.00), subject to additions and deductions as provided in the Contract Documents.

PAGE 4

n/a

...

~~§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)~~

Item	Price
-----------------	------------------

~~§ 3.3 Cost of the Work Plus Contractor's Fee~~

~~§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~

~~§ 3.3.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)~~

~~§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price~~

~~§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~

~~§ 3.4.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)~~

~~§ 3.4.3 Guaranteed Maximum Price~~

~~§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)~~

~~§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:~~

~~(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)~~

~~§ 3.4.3.3 Unit Prices, if any:~~

~~(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
-----------------	----------------------------------	------------------------------------

~~§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:~~

~~(Identify each allowance.)~~

Item	Price
-----------------	------------------

~~§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

~~§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.~~

~~§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.~~

~~§ 3.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)~~

...

~~§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.~~

...

~~§ 4.1.3 Provided that an Application for Payment is received by the Architect-Owner not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month thirty (30) days thereafter. If an Application for Payment is received by the Architect-Owner after the date fixed above, payment shall be made by the Owner not later than thirty (30) () days after the Architect-Owner receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)~~

...

Ten Percent (10%)

...

n/a %

...

- ~~1~~ the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment; and
- ~~2~~ the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- ~~3~~ a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1, Price.

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Litigation in a court of competent jurisdiction

...

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and ~~Contractor~~ Contractor, as modified.

PAGE 6

Request for Proposals issued by the Owner and dated 2023, attached as Exhibit A
Contractor's Quote (including labor and materials) dated July 20, 2023, attached as Exhibit B

...

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, ~~(3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.~~ (3) a Construction Change Directive. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

Unless otherwise set forth, in the event that there are discrepancies among terms, conditions and/or requirements relating to Contractor's performance, the most stringent terms, conditions and/or requirements shall control.

Contractor acknowledges and agrees that the Contract Documents are adequate and sufficient to provide for the completion of the Work, and include all Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with all applicable laws, codes, and professional standards. Work includes all labor, materials, equipment and services to complete all specified procedures, repairs and waterproofing, satisfy all governmental conditions including but not limited to obtaining permits, etc., all necessary protection measures for safety and to preserve existing or adjacent Work, together with all attendant cleaning and removal of debris.

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The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor. Contractor expressly represents that the Contractor has carefully examined the Contract Documents and has performed a detailed investigation of the site (including but not limited to visiting and inspecting the Work areas and taking detailed field measurements), and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance.

...

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the ~~Architect~~ Owner and the ~~Architect's~~ Owner's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

~~§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common-law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.~~

~~§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.~~

~~§ 7.6 Digital Data Use and Transmission~~

~~The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~Notice~~

~~§ 7.6.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

~~*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~

~~§ 7.6.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.~~

~~§ 7.7 Building Information Models Use and Reliance Relationship of the Parties~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.~~

~~§ 7.8 Severability~~

~~The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.~~

§ 7.9 Notice

~~§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

~~(If other than in accordance with AIA Document E203 2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

~~§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.~~

§ 7.10 Relationship of the Parties

~~Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.~~

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~~§ 8.1.2 The Owner shall furnish all reasonably necessary surveys and a legal description of the site.~~

...

~~§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities. All additional costs incurred by Owner for retesting of failed products, systems or installed work shall be paid by the Contractor causing defects.~~

...

~~If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. neglect. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.~~

§ 8.4 Extent of Owner's Rights

The rights stated in this Article 8 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

...

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the ~~Architect~~ ~~Owner~~ any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the ~~Architect~~ ~~Owner~~ may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the ~~Architect~~ ~~Owner~~ any nonconformity discovered by or made known to the Contractor as a request for information in such form as the ~~Architect~~ ~~Owner~~ may require.

PAGE 9

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, ~~after evaluation by the Architect~~ and in accordance with a Modification.

...

The Contractor warrants to the Owner ~~and Architect~~ that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. The foregoing warranties shall be in effect for a period of one (1) year from the date of Final Completion. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3. Notwithstanding anything contained in this Contract to the contrary, any claim or other cause of action by the Owner against the Contractor, any Subcontractor, or any Sub-subcontractor, supplier, agent or employee of any of them pursuant to this Section 9.4 may be made at any time within the time period specified in the applicable statute of limitations. The warranties provided pursuant to this Contract shall not be construed to modify or limit, in any way, any rights or actions which the Owner may otherwise have against the Contractor by law or statute, or in equity. All warranties, including all equipment warranties, will inure to the benefit of the Owner and the Owner's successors and assigns.

§ 9.4.1 As a condition to final payment, the Contractor shall assign and transfer to the Owner all guarantees, warranties and agreements from Contractor, all contractors, Subcontractors, Sub-subcontractors, vendors, suppliers or manufacturers regarding their performance, quality of workmanship or quality of materials or equipment supplied in connection with the Work. The Contractor represents and warrants that all such guarantees, warranties, and agreements shall be in place and enforceable by the Owner in accordance with their terms.

PAGE 10

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations ~~concluded~~, concluded whether or not yet effective or merely scheduled to go into effect.

...

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's ~~and Architect's~~ ~~information-written approval~~ a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of

the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the ~~Owner and Architect~~ Owner.

§ 9.9 Submittals

~~§ 9.9.1~~ The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

~~§ 9.9.2~~ Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

~~§ 9.9.3~~ The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

...

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

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The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. Owner. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect. Owner.

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§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's Owner's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or

expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

...

ARTICLE 10 — ARCHITECT

~~§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.~~

~~§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.~~

~~§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.~~

~~§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.~~

~~§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.~~

~~§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.~~

~~§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~

~~§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.~~

~~§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.~~

...

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner ~~and Architect~~ of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner ~~or Architect~~ has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, ~~Contractor, and Architect, and Contractor,~~ or by written Construction Change Directive signed by the ~~Owner and Architect.~~ Owner. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the ~~Owner and Architect,~~ Owner, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. ~~The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment Directive.~~ When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

~~§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.~~

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner ~~and Architect~~ promptly and before conditions are disturbed.

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§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this ~~Agreement~~ Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

...

§ 14.4 The date of Substantial Completion is the date certified by the ~~Architect~~ Owner in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; or (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; ~~or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, control;~~ then the Contract Time shall be extended for such reasonable time as ~~the Architect~~ Owner may determine, subject to the provisions of Article 21.

...

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the ~~Architect-Owner~~ before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the ~~Architect-Owner~~. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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~~§ 15.2 Control Estimate~~

~~§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.~~

~~§ 15.2.2 The Control Estimate shall include:~~

- ~~1 the documents enumerated in Article 6, including all Modifications thereto;~~
- ~~2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;~~
- ~~3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;~~
- ~~4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and~~
- ~~5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.~~

~~§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.~~

~~§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.~~

~~§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.~~

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect-Owner an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or ~~supplier, supplier~~ unless such Work has been performed by others whom the Contractor intends to pay.

~~§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress~~

payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

...

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 — defective Work not remedied;
- .2 — third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 — failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 — reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 — damage to the Owner or a Separate Contractor;
- .6 — reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 — repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

...

§ 15.5.2 Neither the Owner nor Architect shall. The Owner shall not have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

...

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect-Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect-Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect-Owner determines that the Work or designated portion thereof is substantially complete, the Architect-Owner will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for ~~their~~^{its} written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect-Owner will promptly make such inspection and, when the Architect-Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating ~~that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.~~ Owner shall make final payment in accordance with this agreement.

...

§ 15.8 The Contractor expressly undertakes to defend the Owner, officers, directors and employees, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against the Owner as a result of liens filed against the Work, the site of any of the Work, the Project site, and any improvements thereon, payments due the Contractor, or any portion of the Owner's property (collectively referred to in this Section 14.6 as "liens"). The Contractor hereby agrees to indemnify and hold the Owner and officers, directors and employees, harmless from and against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

§ 15.9 The Owner shall release any payments withheld due to a lien or claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond that is (i) issued by a surety acceptable to the Owner, (ii) in form and substance satisfactory to the Owner, and (iii) in an amount not less than two hundred (200) percent (200%) of such lien claim or such other amount as required by applicable law. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section 15.8, including, without limitation, the duty to defend and indemnify the Owner. The cost of any premiums incurred in connection with such bonds and security shall be the sole responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 15.10 Notwithstanding the foregoing, the Owner reserves the right to settle any disputed mechanic's or material supplier's lien claim by payments to the lien claimant or by such other means as the Owner, in the Owner's sole and absolute discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse the Owner, upon demand, for any payments so made.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

...

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

~~§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including~~

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million dollars (\$ 2,000,000.00) each occurrence, Two Million Dollars (\$ 2,000,000.00) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

...

.5 the Contractor's indemnity obligations under Section 9.15.

An excess/umbrella policy in the amount of \$2,000,000.00.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than ~~(\$)~~ One Million Dollars (\$ 1,000,000.00 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal

or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the ~~Owner as Owner~~ as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy. At Owner's request, the Contractor shall provide the Owner with complete copies of all required insurance policies.

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§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the ~~Architect, and the Architect's Consultants as Owner's Consultants~~ as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the ~~Owner as an additional insured~~ Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, ~~with respect to the Architect and the Architect's Consultants, CG 20 32-07 04.~~

...

§ 17.1.15 If Contractor should fail to purchase or maintain any of the insurance required under this Section 16, Owner shall be entitled to recover all damages arising from said failure, in addition to all other rights and remedies, even if Owner has itself obtained insurance to cover the same risks.

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§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; ~~(2) the Architect and Architect's consultants; and (3) and (2)~~ Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. ~~The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, insurance, Separate Contractors, subcontractors, and sub-subcontractors.~~ The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

...

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the ~~Architect and Contractor their Contractor its~~ just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, ~~the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

...

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract. Contractor shall furnish a Performance Bond and Labor and Material Bond meeting all statutory requirements of the State of New York, in form and substance satisfactory to the Owner and, unless indicated otherwise by the Owner, complying with the following specific requirements:

1. Except as otherwise required by statute, the form and substance of such bond shall be satisfactory to the Owner in their sole judgment.
2. The Bond shall be executed by a responsible surety licensed in the State of New York acceptable to the Owner.
3. The Performance Bond and the Labor and Material Bond shall each be in an amount acceptable to the Owner.
4. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the relevant power of attorney indicating the monetary limit of such power.
5. Every bond required by this Section 17.3.1 must display the surety's bond number.
6. A rider including the following provisions shall be attached to each bond:

1. The surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other shall not release the surety of its obligations hereunder, and notice to the surety of such matters is hereby waived.

~~§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~

~~§ 18.1 The Contractor shall promptly correct Work rejected by the Architect-Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.~~

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~~§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.~~

Upon completion of any Work under or pursuant to this Section 18, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence solely with respect to any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.

...

~~The Contract shall be governed by the law of the place where the Project is located, State of New York, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.~~

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Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect-Owner timely notice of when and where tests and inspections are to be made so that the Architect-Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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David W. Frey
Glen Valley Standing Seam Roofing
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Fultonville, New York 12072

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§ 19.7 Section 103-a of the General Municipal Law and 139-a of the State Finance Law of the State of New York, provides the following is sufficient ground for cancellation of contract by municipal corporations, fire districts and the State: head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of city agency which is empowered to compel the attendance of witnesses and examine them under oath.

In an investigation upon the refusal of a person, when called before a grand jury, to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and to provide also that
- (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September nineteen hundred sixty, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid."

§ 19.8 Pursuant to Sections 103-b of the General Municipal Law and 139-b of the State Financial Law of the State of New York, the following is sufficient disqualification to contract with Municipal corporations, fire districts and the State:

"Any person who, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority, or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or with any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal or until disqualification

shall be removed..."

§ 19.9 Section 103-d of the General Municipal Law and Section 139-d of the State Finance Law of the State of New York refers to the statement of non-collusion in bids and proposals to political sub-divisions of the state, fire district and the state as follows:

- (a) By submission of this bid, each bidder and each person 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 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 submit a bid for the purpose of restricting competition."

§ 19.10 Section 103-e of the General Municipal Law of the State of New York — Conspiracies prevent competitive bidding on public contracts:

1. A person or corporation who shall willfully, knowingly and with intent to defraud, make or enter into, or attempt to make or enter into, with any other person or corporation, a contract, agreement, arrangement or combination to submit a fraudulent or collusive bid; or to refrain from submitting a bona fide competitive bid, to any board, officer, agency, department, commission or other agency of the state or of a public corporation on a contract for public work or purchase which has been advertised for bidding, shall be guilty of a misdemeanor, and on conviction thereof shall, if a natural person, be punished by a fine not exceeding five thousand dollars (\$5,000.00) or by imprisonment for not longer than one (1) year, or by both such fine and imprisonment, and if a corporation by a fine not exceeding twenty thousand dollars (\$20,000.00). An indictment or information based upon a violation of any provision of this section must be found within three years after its commission."

§ 19.11 Any and all bids and contract made or awarded by the Owner or any public department, agency or official thereof for work or services performed or to be performed, or goods sold or to be sold, are made subject to the provisions of Laws of 1959 Chapter 605, as amended, Laws of 1963 Chapter 956, as amended, and Laws of 1965 Chapter 1031, said Laws as now contained or as may hereinafter be amended."

§ 19.12 Foreign Contractors: Foreign contractors must comply with the provisions of Articles 9A and 16 of the Tax Law, as amended, prior to submission of the proposal for the performance of the Work. The certificate of the New York State Commissioner to the effect that all taxes have been paid by the foreign contractor shall be conclusive proof of the payment of taxes. The term "foreign contractor" as used in this subdivision means in the case of an individual, a person who is a legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more partners who are legal residents of another state or foreign country; and in the case of a foreign corporation, one organized under the laws of a state other than the State of New York.

§ 19.13 Liens: Attention of all persons making proposals is specifically called to the provisions of Section 25, Subdivision 5, Section 25A and Section 25B of the Lien Law, as amended, in relation to funds being received by a Contractor for public improvement declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims.

Within five (5) days after receipt from the Owner of notice to begin work on the job, the Contractor will furnish to the Owner written notice of the names of all sub-contractors to be employed on the job and the general items of work to be done by them and shall also, to the extent indicated in the notice to begin work, furnish written notice of the names of suppliers of materials to be used on the job. The Owner may disapprove for good cause any subcontractors or material supplier selected by the Contractor and shall give written notice of its disapproval, within five (5) days after receiving the names of the subcontractor or material suppliers, to the Contractor who shall thereupon promptly notify the Owner of the name of the sub-contractor or material supplier selected in replacement which shall again be subject to approval by the Owner.

§ 19.14 Labor Law/Municipal Law: The Contractor and every sub-contractor performing work at the site of the Project for which this Contract relates shall comply with the applicable provisions of the Labor Law and Municipal Law, as amended, of the State of New York.

§ 19.15 Legal Provisions Deemed Included: Each and every provision of any law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall read and be enforced as though it were included herein, and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such an insertion.

§ 19.16 Equal Opportunity

§ 19.16.1 The Contractor shall maintain policies of employment as follows:

§ 19.16.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or natural origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the policies of non-discrimination.

§ 19.16.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religions, color, sex or national origin.

19.17 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS. Contractor acknowledges and agrees that the Work is to be funded, in whole or in part, using American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds. Contractor ensures that no costs of the Work will be sought for or reimbursed by other federal or state funding streams. Contractor is subject to the applicable provisions and requirements of the following documents, which are incorporated herein by reference, where Treasury issues exceptions or waivers to any of the federal requirements stated in the documents below, such exceptions and waivers shall automatically be incorporated by reference into this agreement and control over any conflicting provisions of this Agreement:

.1 U.S. Department Of The Treasury Coronavirus Local Fiscal Recovery

Fund Award Terms And Conditions (OMB Approved 1505-0271)

.2 Assurances Of Compliance With Civil Rights Requirements (OMB Approved 1505-0271).

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If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, ~~Owner~~, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such ~~termination, and damages.~~ termination.

...

.1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;

...

.3 ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

...

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, ~~upon certification by the Architect that sufficient cause exists to justify such action,~~ may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, ~~including compensation for the Architect's services and expenses made necessary thereby, and, and~~ other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. ~~The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this~~ This obligation for payment shall survive termination of the Contract.

...

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work ~~executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:~~ executed.

...

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, ~~including those alleging an error or omission by the Architect but excluding those arising under Section 16.2,~~ shall be referred initially to the Architect for decision. Such matters, ~~except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4,~~ shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, ~~shall~~ be subject to mediation as a condition precedent to binding dispute resolution.

...

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect ~~other party~~ within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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Town of Duanesburgh

Glen Valley Standing Seam Roofing

...

David W. Frey

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:29:15 ET on 11/09/2023 under Order No. 4104239618 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

ESTIMATE

Glen Valley Standing Seam Roofing

David W. Frey
810 Argersiner Rd.
Fultonville, NY 12072

color??

Name	Town Hall Dunesburg	Date	7/20/23
28 sq of Standing Seam Roofing (Snap Lock) 26 ga with a 40 yr warranty - concealed clips every 2 ft on Panels			
Price includes all trim & see # Water, plus 3 loots & 2 new large Mechanical Vents. A vent Ridge will be supplied (installed) as well			
Material Cost	9400.00		
Delivery included			
30 Snow Guard Nails (8') including S-5 clamps, color strip & all accessories 130.00 ea			
	1040.00		
	(10440.00)		
Kynow (PVDF) Panels & Trim			
24 ga Panels & Trim			
	Add 6000.00		
Total			

ESTIMATE

Glen Valley Standing Seam Roofing

David W. Frey
810 Argersiner Rd.
Fultonville, NY 12072

Name	Town Hall Dunesburg	Date	7/20/23
Existing Roof (Shingles) will be removed & hauled off in a trailer.			
24 ga or 26 ga panels & Trim will be installed with new vents, & Flashing on chimney			
labor to install	= 6,000.00		
Haul off Garbage (Shingles) & Dump Fee	9000.00		
Total	(17000.00)		
Installer: Joseph Hershberger			
Total			