

**William Wenzel**, Town Supervisor  
**Dale Warner**, Deputy Supervisor  
**Jennifer Howe**, Town Clerk  
**Carol Sowycz**, Deputy Town Clerk



**Michael Santulli**, Council Member  
**Dianne Grant**, Council Member  
**Andrew Lucks**, Council Member

**Thursday March 28, 2024**  
**Regular Town Board Meeting**  
**Meeting Time: 7:00PM**

**Meeting called to order by Supervisor Wenzel at 7:00PM**

**Present:** Supervisor Wenzel, Deputy Supervisor Warner, Council Members Lucks, Grant, Santulli and Passonno, Deputy Town Clerk Sowycz and Town Attorney Bakner.

**Absent:**

**Call to Order**

**Pledge of Allegiance**

**Prayer/Moment of Reflection**

**Resolution 55-24:** Council Member Grant motioned, seconded by Council Member Lucks to approve the March 14, 2024, Town Board Meeting minutes.

Motioned carried. 5 ayes.

**Resolution 56-24:** Council Member Grant motioned, seconded by Council Member Lucks to pay the attached Payment of Claims. (Please see attached).

Motion carried. 5 ayes.

**Committee Reports**

**Highway:** Highway Superintendent Reed reported that the Town had 2 trucks out in last weekend's snowstorm. He stated that 1 of the trucks got stuck and the other one tried to pull it

out and inadvertently got stuck. There were no tow trucks available, so they lost about 4 hours. The team was done by 2:00 AM.

**Public Safety:** Council Member Grant reported that Duanesburg Ambulance will be holding their last fish dinner of the year on Friday, March 29<sup>th</sup> drive thru only.

**Parks:** Supervisor Wenzel stated there was nothing to report.

**Sewer District #1, 2 & 3:** Council Member Lucks reported that nothing is broken, and everything is keeping up.

**Technology:** Annabel Felton, Chair of the Duanesburg Broadband Committee spoke on the Broadband coming to fruition. (Please see attached). Supervisor Wenzel thanked Annabel for all her hard work. Also, stated was the next meeting of the Duanesburg Broadband Committee will be on May 2, 2024, at 7:00 PM.

**Business Meeting:**

**Resolution 57-24:** Council Member Lucks motioned, seconded by Council Member Santulli to accept, and approve the LOSAP points for Mariaville Volunteer Fire Department.  
Motioned carried. 5 ayes.

**Resolution 58-24:** Council Member Santulli motioned, seconded by Council Member Lucks to approve and authorize the Town Supervisor to sign the Broadband Infrastructure Agreement.  
Motioned carried. 5 ayes.

**Resolution 59-24:** Council Member Santulli motioned, seconded by Council Member Grant to accept the results of the audit of Town Clerk Records of 2023.  
Motioned carried. 5 ayes.

**Resolution 60-24:** Council Member Lucks motioned, seconded by Council Member Santulli to accept the results of the audit of the Town Supervisor Records of 2023.  
Motioned carried. 5 ayes.

**Resolution 61-24:** Council Member Grant motioned, seconded by Council Member Lucks to accept the results of the audit of the Town Court Records of 2023.  
Motioned carried. 5 ayes.

**Resolution 62-24:** Council Member Lucks motioned, seconded by Council Member Grant to appoint Charles Leoni to the Board of Assessment Review.  
Motioned carried. 5 ayes.

**Resolution 63-24:** Council Member Santulli motioned, seconded by Council Member Lucks to approve the purchase of a snowplow for the sewer truck.  
Motioned carried. 5 ayes.

**Resolution 64-24:** Council Member Grant motioned, seconded by Council Member Santulli to accept the AUD for 2023.  
Motioned carried. 5 ayes.

**Resolution 65-24:** Council Member Santulli motioned, seconded by Council Member Lucks to authorize the acceptance of the building addition bid.  
Motioned carried. 4 ayes, 1 abstained.

**Resolution 66-24:** Council Member Grant motioned, seconded by Council Member Lucks to appoint Nicholas Passonno to the Ethics Board.  
Motioned carried. 5 ayes.

**Resolution 67-24:** Council Member Grant motioned, seconded by Council Member Santulli to appoint Nicholas Passonno to the Highway Committee as a Primary Member.  
Motioned carried. 5 ayes.

**Resolution 68-24:** Council Member Lucks motioned, seconded by Council Member Grant to appoint Nicholas Passonno to the Parks Committee as a Secondary Member.  
Motioned carried, 5 ayes.

#### **Privilege of the Floor:**

Kevin Hogan of 3853 Skyline Drive had questions pertaining to the road closure on Western Turnpike. Highway Supervisor Reed stated that the culvert bridge just up the road from the town hall is in bad shape. The road closure will be April 15, 2024, to May 31, 2024. The company that is doing the work is a large outfit and hopefully will be in and out as soon as possible. There will be detour signs set up in advance of the closure.

Motion to adjourn by Council Member Santulli, seconded by Council Member Grant.  
Motioned carried. 5 ayes.

I, Carol Sowycz, Deputy Town Clerk of the Town of Duanesburg, hereby certify that this is a true and accurate transcript of the Town Board Meeting held on Thursday March 28, 2024.



**TOWN OF DUANESBURG**  
**CASH REQUIREMENTS PER FUND**  
**3/28/24**

<b>FUND</b>		<b>AMOUNT</b>
General Fund A		42,915.81
General OV B		1,937.24
Highway Fund DA		11,231.71
Highway OV-DB		5,334.54
Fire Protection		218,278.00
Lighting District #1		39.04
Lighting District #2		35.23
Lighting District #3		23.80
Sewer District #1		4,790.27
Sewer District #2		4,271.40
Sewer District #3		2,277.23
	<b>TOTAL TRANSFERS TO AP</b>	<b>291,134.27</b>

# Monthly Statement of the Town Supervisor

TO THE TOWN BOARD OF THE TOWN OF DUANESBURG, NEW YORK

Pursuant to Section 119 of Town Law, I hereby render the following statement of all money received and disbursed by this office during the month of FEBRUARY 2024

## Revenues

Fund	Amount
General Fund	\$823,969.16
Highway Fund	\$264,548.92
Fire District	\$0.00
Lighting District #1	\$0.00
Lighting District #2	\$0.00
Lighting District #3	\$0.00
Drainage	\$0.00
Sewer District #1	\$7.80
Sewer District #2	\$893.61
Sewer District #3	\$11.70
Total	<u>\$ 1,089,431.19</u>

## Disbursements

General Fund	\$305,759.35
Highway Fund	\$62,817.39
Fire District	\$86,146.00
Lighting District #1	\$552.56
Lighting District #2	\$1,060.42
Lighting District #3	\$484.69
Drainage	\$0.00
Sewer District #1	\$21,549.20
Sewer District #2	\$18,388.54
Sewer District #3	\$31,564.45
Total	<u>\$ 528,322.60</u>

**Statement to the Duanesburg Town Board at the  
Regular Meeting held March 28, 2024**

On March 14, 2024 this Board approved an agreement with Charter/Spectrum to provide wired broadband to 12 residences on Schoharie Turnpike, Bozen Kill Road and Duanesburg Churches Road.

Tonight I anticipate you will approve an agreement with Midtel to provide wired broadband service to 3 residences on Sheldon Road.

The completion of work under these two contracts will accomplish the goal set down for the Duanesburg Broadband Committee when it was formed in early 2018. That goal was to provide wired broadband service to a third of the town (approximately 600 households) that we knew to be unserved at that time.

Back in December of 2014, when I promised my daughter I would get her internet “like normal people,” I never imagined how much work and time it would take to fulfill that promise. Well, here we are. We could not have done it without the tireless support of this Town Board, Supervisor Bill Wenzel, Town Attorney Teresa Backner and her colleagues at Whiteman Osterman and Hanna, Supervisor Roger Tidball and Town Board Member John Ganther. I also owe my deepest gratitude to all the elected and appointed officials and their staff members who attended meetings, organized, and advocated for us, and listened to my bellyaching on a regular basis – Those people included – but were not limited to - Angelo Santabarbara and his staff, the staff of State Senators George Amedore and Michelle Hinchey, Chair of the Schenectady County Legislature Toni Jasenski, our Schenectady County Legislators including Brian McGarry (may he rest in peace) and the County Manager’s office, Congressman Paul Tonko and his staff and Chair Jessica Rosenworcel and her chief of staff at the FCC. All these and more helped us with our cause.

There are still a few loose ends I’d like to tie up including providing an update to the Duanesburg Comprehensive Plan. I am aware there are still some locations in town that lack a wired broadband connection and I believe they are, or will be, eligible for grant assistance through incumbent Internet Service Providers. I remain available to assist in whatever way I can.

Again. Thanks to everyone for a job well done!

Annabel V. Felton  
Chair, Duanesburg Broadband Committee

# TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. 59 -2024

March 28, 2024

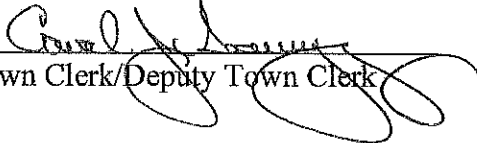
WHEREAS the Mariaville Volunteer Fire Department has presented the attached LOSAP points to the Town Board for approval; WHEREAS the Town of Duanesburg maintains a LOSAP program for the benefit of the Mariaville Volunteer Fire Department which serves the Town of Duanesburg Fire Protection District no. 2;

Now Therefore be it resolved:

The Town Board hereby accepts and approves the LOSAP points provided by the Mariaville Volunteer Fire Department and directs the Town Clerk to provide the resolution and the attached LOSAP points to Penflex who administers the LOSAP program for the Town of Duanesburg after the 30 day period of posting of approved points has passed.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on March 28, 2024.

  
William Wenzel, Supervisor

  
Town Clerk/Deputy Town Clerk

Present: All  
Absent:

Town Board Members:

Dianne Grant	<u>Yea</u>	Nay	Abstain
Nicholas Passonno	<u>Yea</u>	Nay	Abstain
Michael Santulli	<u>Yea</u>	Nay	Abstain
William Wenzel	<u>Yea</u>	Nay	Abstain
Andrew Lucks	<u>Yea</u>	Nay	Abstain

# 2023 Service Award Program Firefighter Records

## Town of Duanesburg Fire Protection District No. 2 Service Award Program

		Service 2023										
Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status			
1 Baker	Michael	J.	3/6/1979	M	6	<u>71</u>	247 Hillside Road	Pattersonville, NY 12137	Active			
2 Barrett	James	J.	5/12/1966	M	3	<u>60</u>	159 Hilltop Road	Pattersonville, NY 12137	Active	<i>Inactive</i>		
3 Bong	Randy	L.	7/25/1969	M	8	<u>100</u>	1881 Scotch Church Road	Pattersonville, NY 12137	Active			
4 Bukowski	Scott	A.	10/29/1971	M	11	<u>98</u>	10943 Mariaville Road	Pattersonville, NY 12137	Active			
5 Bushnell	Mathew	J.	9/29/1985	M	8	<u>37</u>	383 Spring Road	Delanson, NY 12053	Active			
6 Casso	Anthony	J.	3/4/1961	M	9	<u>94</u>	7335 Mariaville Road	Delanson, NY 12053	Active			
7 Chandler	Chris		10/12/1961	F	2	<u>00</u>	2978 Duaneburg	Delanson, NY 12053	Active	<i>Inactive</i>		
8 DeNofio	Ralph	E.	4/5/1962	M	18	<u>69</u>	11315 Mariaville Road	Pattersonville, NY 12137	Active			
9 DiGirolamo	Dillon		5/7/2002	M	2	<u>54</u>	1407 Sterling Road	Pattersonville, NY 12137	Active			
10 Engle	Phillip	E.	2/7/1968	M	12	<u>00</u>	6641 State Highway 30	Amsterdam, NY 12010	Active	<i>Inactive</i>		
11 Facticeau	Jamison	A.	10/23/1976	M	8	<u>85</u>	8932 Mariaville Road	Pattersonville, NY 12137	Active			
12 Goldstein	Seth	F.	12/28/1978	M	13	<u>69</u>	9615 Mariaville Road	Pattersonville, NY 12137	Active			
13 Herderich	Walter	E.	4/29/1959	M	10	<u>95</u>	2673 Lake Road	Delanson, NY 12053	Active			
14 King	Scott	A.	5/15/1962	M	20	<u>69</u>	10254 State Highway 30	Pattersonville, NY 12137	Active			
15 King	Tammy	D.	8/9/1959	F	8	<u>96</u>	10254 St. Hwy 30	Pattersonville, NY 12137	Active			
16 Nowicki	Margaret		7/10/1972	F	0	<u>0</u>	2323 Mariaville Scotch Church Rd	Pattersonville, NY 12137	Active			
17 Onorati	Allison		4/19/1964	F	1	<u>00</u>	182 Judith Lane	Delanson, NY 12053	Active	<i>Inactive</i>		
18 Pannitto	Justin	A.	11/4/1983	M	9	<u>0</u>	182 Judith Lane	Delanson, NY 12053	Active	<i>Inactive</i>		
19 Phillips	Jacob	M.	1/27/1985	M	0	<u>0</u>	7615 Mariaville Road	Delanson, NY 12053	Military/Ineligible			

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

**2023 Service Award Program Firefighter Records**  
**Town of Duaneburg Fire Protection District No. 2 Service Award Program**

Last Name	First Name	MI	Date of Birth	Gender	Service 2023		Mailing Address	City, State & Zip	Status
					Credit	Points			
20 Rogers Sr.	Tyler	S.	3/1/1996	M	5	100	248 Braman Corners Road	Esperance, NY 12066	Active
21 Zier	Jeff		2/22/1962	M	3	74	8732 Mariaville Road	Pattersonville, NY 12137	Active
22 Breckenridge	Larry	J.	1/9/1947	M	18	48	2326 Weast Road	Pattersonville, NY 12137	Ent. 1/2013, Dec'd 2023
23 Bulman	Thomas	F.	1/11/1943	M	16	0	554 Mariaville Scotch Church Rd	Pattersonville, NY 12137	Entitled 1/2009
24 Chandler Jr.	Robert	J.	10/27/1957	M	20	58	2978 Duaneburg Churches Rd	Delanson, NY 12053	Entitled 1/2023
25 Engle	Gary	H.	11/19/1947	M	12	28	6664 State Highway 30	Amsterdam, NY 12010	Entitled 1/2013
26 Hanson Jr.	Charles	D.	7/2/1952	M	11	0	118 Church Street	St. Johnsville, NY 13452	Entitled 1/2018
27 Horn	Eric	M.	11/8/1957	M	25	MAX SC	2518 Weast Road	Pattersonville, NY 12137	Entitled 1/2023
28 Krutz	Ronald	H.	2/26/1939	M	13	0	103 Krutz Lane	Amsterdam, NY 12010	Entitled 1/2005
29 LaBelle Sr.	Kenneth	P.	9/14/1937	M	18	0	2391 Duaneburg Churches Rd	Delanson, NY 12053	Entitled 1/2005
30 Lucks	Lawrence		9/26/1954	M	19	63	669 Wells Road	Pattersonville, NY 12137	Entitled 1/2020
31 Pannitto	Ralph	A.	9/9/1951	M	21	0	182 Judith Lane	Delanson, NY 12053	Entitled 1/2017
32 Snyder	Charles	P.	6/27/1950	M	20	0	926 Johnson Road	Scotia, NY 12302	Entitled 1/2016
33 Sowizdral	James	H.	3/9/1958	M	15	86	177 Shore Road	Pattersonville, NY 12137	Entitled 1/2024
34 St. Andrews	Douglas	J.	7/24/1953	M	19	0	2613 English Ivy Circle	The Villages, FL 32162	Entitled 1/2019
35 Weakley	James	A.	7/6/1942	M	25	MAX SC	9324 Mariaville Road	Pattersonville, NY 12137	Entitled 1/2008
36 Clark Jr.	William	H.	10/24/1959	M	6	0	3821 Duaneburg Churches Rd	Pattersonville, NY 12137	Terminated Vested
37 Griffin Jr.	Michael	G.	9/21/1981	M	7	0	8452 Mariaville Road	Pattersonville, NY 12137	Terminated Vested
38 LaBelle Jr.	Kenneth	A.	7/5/1965	M	11	6	313 De Dees Way	Pattersonville, NY 12137	Terminated Vested

Please refer to Instructions before completing the listing. All blank entries must be complete or to certification.

# 2023 Service Award Program Firefighter Records

Town of Duaneburg Fire Protection District No. 2 Service Award Program

Last Name	First Name	MI	Date of Birth	Gender	Service 2023		Mailing Address	City, State & Zip	Status
					Credit	Points			
39 Mercoglan	Robert	J.	8/4/1961	M	8	0	10564 Mariaville Road	Pattersonville, NY 12137	Terminated Vested
40 Renaud	Brian	A.	11/23/1991	M	7	0	422 Dennison Road	Pattersonville, NY 12137	Terminated Vested
41 Renaud	Melissa	J.	7/28/1967	F	10	0	422 Dennison Road	Pattersonville, NY 12137	Terminated Vested
42 Schaub	David	F.	8/18/1979	M	8	6	PO Box 36	Pattersonville, NY 12137	Terminated Vested
43 Vincent	Suanne		3/3/1960	F	8	0	297 Spring Road	Delanson, NY 12053	Terminated Vested

**Town of Duanesburg Town Board**

**RESOLUTION NO. 58 2024**

**March 28, 2024**

**WHEREAS**, the Town of Duanesburg (the "Town") received funding from the federal government under the American Rescue Plan Act of 2021 and from Schenectady County for broadband expansion (the "Broadband Funds"); and

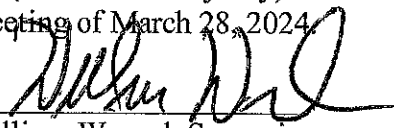
**WHEREAS**, the Town desires to retain MidTel, Inc. to implement a broadband buildout and expansion project using the Broadband Funds; and

**WHEREAS**, the Town has reviewed the attached proposed "Broadband Infrastructure Grant Agreement;" and

**WHEREAS**, the Town has determined that this is a Type II action under the New York State Environmental Review Act ("SEQRA") per 6 NYCRR 617.5(c)(7).

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board approves and authorizes the Town Supervisor to sign the attached "Broadband Infrastructure Grant Agreement."

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of March 28, 2024.

  
William Wenzel, Supervisor

  
Town Clerk/Deputy Town Clerk

Date

Date: 3-29-24

Present: A\

Absent:

**Town Board Members:**

Dianne Grant	<u>Yea</u>	Nay	Abstain
Michael Santulli	<u>Yea</u>	Nay	Abstain
Andrew Lucks	<u>Yea</u>	Nay	Abstain
William Wenzel	<u>Yea</u>	Nay	Abstain
Nicholas Passonno	<u>Yea</u>	Nay	Abstain



## BROADBAND INFRASTRUCTURE GRANT AGREEMENT

This Broadband Infrastructure Grant Agreement ("Agreement") is entered into on this 15<sup>th</sup> day of March, 2024 (the "Effective Date") by and between the Town of Duanesburg, New York, situated in the County of Schenectady (hereinafter referred to as the "Grantor") and MIDTEL (hereinafter referred to as "Grantee").

WHEREAS, the Grantor asserts that it has the requisite funding and authority to enter into and carry out its obligations under this Agreement with Grantee; and

WHEREAS, Grantor has determined that the broadband infrastructure buildout project described in the Scope of Work provided in **Exhibit A** of this Agreement ("Broadband Project") is in the public interest.

WHEREAS, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) **PURPOSE.** The purpose of this Agreement is to implement the Broadband Project described in the Scope of Work at **Exhibit A**.
- 2) **TERM.** This Agreement shall automatically expire ninety days after Grantee receives Final Payment per the Milestone Payment Schedule in **Exhibit A**. No provision of this Agreement shall survive the termination of this Agreement unless expressly stated herein.
- 3) **FUNDING.** The Grantor agrees it will remit a total payment of \$32,698.43 to Grantee to fund the Broadband Project, subject to the payment schedule, terms and conditions set forth in this Agreement and terms and conditions provided in **Exhibit A**. Grantor represents that the Broadband Project falls within an appropriate use of state or federal grant funding (as may be applicable) and bears any and all risks associated with that determination. The Grantee shall use such grant funds for the sole purpose of implementing the Broadband Project. Grantor shall be entitled to a reasonable accounting and/or audit of all relevant invoices, disbursements and payments associated with the grant by promptly providing all relevant records and information as may be reasonably requested by such firm on behalf of the Grantor.
- 4) **PROJECT DURATION.** Grantee shall commence performance of this Agreement as soon as practicable and, subject to the terms and conditions set forth herein, Grantee shall complete the Broadband Project no later than 1 year(s) from the last approved pole permit required to complete the entire Broadband Project, subject to Excusable Delay (as defined below). Excusable Delay means a delay to the construction of the Broadband Project that materially affects completion and is directly caused by (1) make-ready work that is not received by Grantee within 45 days of Grantee's submission of a completed application for utility pole attachments; or (2) any delay in receiving governmental, regulatory and third party permits,

licenses and approvals, despite Grantee's good faith efforts to secure timely approvals, or (3) pursuant to Section 12 ("Force Majeure") and agreed to by Grantee and Grantor as constituting an Excusable Delay.

- 5) PROGRESS REPORTS. No later than thirty (30) calendar days after the last calendar day of each quarter prior to completion of the Broadband Project, upon written request and subject to reasonable confidentiality protections, Grantee shall provide Grantor with a report reflecting Grantee's assessment of the Broadband Project's progress during the prior quarter and its current status.
- 6) OWNERSHIP OF PROJECT INFRASTRUCTURE AND PRICING. Grantee shall retain all ownership interests and rights in the network, materials, equipment, supplies and facilities constructed and deployed in connection with the Scope of Work. Grantee reserves the right to modify the terms and conditions, data usage, speeds and pricing for any of Grantee's services.
- 7) DESIGN AUTHORITY. Grantee, in its sole discretion, shall determine the optimal network design and configuration for the Resulting Network, as well as how to build it so as to fulfill its obligations under this Agreement.
- 8) NOTICE OF VIOLATION OR DEFAULT.
  - a) In the event the Grantor believes that the Grantee has not complied with the material terms of the Agreement, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.
  - b) Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Grantor's written notice: (A) to respond to the Grantor, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that the cure will be completed.
  - c) INSURANCE AND INDEMNIFICATION. Grantee shall maintain throughout the Broadband Project a policy(ies) of general and contractual liability insurance in the amount of at least Two Million Dollars (\$2,000,000) to cover its performance of the Scope of Work and its responsibilities under this Agreement, and shall name the Grantor as an additional insured on said policy(ies). Grantee shall provide Grantor a certificate of insurance evidencing such insurance prior to or concurrently with the commencement of construction of the Broadband Project.

Unless prohibited under applicable law, the Grantee agrees to defend, indemnify and hold Grantor and Grantor's affiliates, officers, directors, agents and employees, harmless from and against any and all claims, losses, damages and liabilities (including, but not limited to,

reasonable attorneys' fees and court costs) on account of any claim by a third party for bodily injury or property damage against the Grantor to the extent caused by the negligent act or omission, or willful misconduct of, or breach of this Agreement by, the Grantee or the Grantee's employees, contractors, subcontractors or agents, in connection with the performance of their respective obligations under this Agreement.

- 9) **ENTIRE AGREEMENT.** This Agreement, and any attachments hereto, embodies the entire understanding and agreement of the Grantor and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Agreement are superseded by this Agreement.
- 10) **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** In its operations under this Agreement, Grantor and Grantee shall comply with all applicable tribal, state and federal laws. In carrying out the Broadband Project, the Grantee shall at all times be in compliance with all applicable legal requirements of any applicable governmental authority and applicable federal state and local environmental laws to the extent not waived by or subject to an exemption. The Grantee shall cooperate with the Grantor in promptly completing and submitting all documents and records as may be reasonably required by the New York State Comptroller, the NYS Authority Budget Office, or federal government and to otherwise comply with all applicable orders, administrative rules, regulations, and procedures of the Grantor, in effect on the Effective Date of this Agreement, directly affecting the proper administration of the Broadband Project.
- 11) **FORCE MAJEURE.** Neither Grantor nor Grantee shall be liable to the other, or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, material shortages, pandemics, strikes, freight embargoes, or unusually severe weather.
- 12) **LIMITATION OF LIABILITY. SUBJECT TO THE FOLLOWING SENTENCE, NEITHER GRANTEE NOR GRANTOR SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION DOES NOT APPLY TO, AND SHALL NOT LIMIT: (a) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, OR (b) DAMAGES ATTRIBUTABLE TO CRIMINAL MISCONDUCT, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF A PARTY.**

- 13) NO THIRD-PARTY BENEFICIARIES. This Agreement is intended for the benefit of the Parties only and nothing contained herein will be deemed to give any third party any intended or incidental claim or right of action that does not otherwise exist without regard to this Agreement, against either Party.
- 14) INDEPENDENT CONTRACTOR. The Grantee and its officers, employees, members and agents, for all purposes hereunder, shall be deemed independent contractors and not employees of the Grantor.
- 15) GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the rules of conflict of laws thereof. The Parties agree that any dispute involving this Agreement shall be heard only in the Supreme Court of Schenectady County, New York or the Federal District Court for the Northern District of New York.
- 16) CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS. Grantee acknowledges and agrees that the Broadband Project is to be funded, in whole or in part, using American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds. Grantee ensures that no costs of the Broadband Project will be sought for or reimbursed by other federal or state funding streams. Grantee is subject to the applicable provisions and requirements of the following documents, which are incorporated herein by reference. Where the U.S. Department of 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 in 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).

Grantee further acknowledges that the Broadband Project may also be funded, in whole or in part, using franchise fees and/or grants received from the County of Schenectady.

- 17) NOTICE. Any notice required under this Agreement shall be provided via US Mail and Email to the following addresses:

GRANTEE:  
MIDTEL  
103 Cliff Street, P.O. Box 191  
Middleburgh, NY 12122-0191  
Attn: Jason Becker – Executive VP & GM

GRANTOR:

Attn: Town Clerk  
Town of Duanesburg  
5853 Western Turnpike  
Duanesburg, NY 12056

- 18) SEVERABILITY. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.
- 19) MODIFICATION. No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Grantor and the Grantee, which amendment shall be authorized on behalf of the Grantor through the adoption of an appropriate resolution or order by the Grantor, as required by applicable law.
- 20) TERMINATION. Grantor may terminate this Agreement for material breach by Grantee that Grantee fails to cure within thirty (30) days of receipt of notice of such breach from the Grantor. Grantee may terminate this Agreement upon thirty (30) days written notice to Grantor. Upon termination by Grantee, Grantee shall remit the pro rata amount of funding for the portion of the Project area not yet built to Grantor through the date of Termination.
- 21) NO WAIVER OF RIGHTS. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantor or Grantee may have under federal or state law unless such waiver is expressly stated herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Broadband Infrastructure Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For Grantor: Town of Duanesburg

By: 

Name: William Wenzel

Title: Town Supervisor

Date: Mar 29, 2024

For Grantee: MIDTEL

By: 

Name: Jason Becker

Title: Executive Vice President &  
General Manager

Date: 3/25/2024

## **Exhibit A**

### **Scope of Work**

The following project description will define the scope of work to be completed in accordance with the Agreement. Grantee will install a high speed broadband network capable of providing at least 300/25 Mbps and designed to be scalable to 100/100Mbps speeds to the following Project Area:

Project addresses to be served to the premises - -

645 Sheldon Road  
629 Sheldon Road  
481 Sheldon Road

**FUNDING:**

Grantor shall be obligated to pay a total of \$32,698.43 per the Milestone Payment Schedule. Grantee shall not be obligated to construct and install the Broadband Project within the Project Area until it receives payment.

<b>MILESTONE PAYMENT SCHEDULE</b>		
<b>Milestone</b>	<b>Percentage (%)</b>	<b>Amount</b>
Contract Execution	50%	\$16,349.21
Within fifteen (15) business days from the date of Written Notice by Grantee of Activation of the Project Area	50%	\$16,349.22
<b>Total Grantor Payment</b>	<b>100%</b>	<b>\$32,698.43</b>

The term "Activation" as used herein is defined as the capability of an address to receive broadband service from the Resulting Network.



**TOWN OF DUANESBURG TOWN BOARD**

**RESOLUTION NO. 59-2024**


**March 28, 2024**

**WHEREAS**, the Town Board members do audits of certain records on an annual basis as required by State Law;

**WHEREAS**, Town Board members Michael Santulli and Dianne Grant undertook the annual audit of town clerk records and completed the necessary form;

**NOW THEREFORE BE IT RESOLVED**, the Town Board accepts the results of the audit undertaken by Town Board members Michael Santulli and Dianne Grant.

By a (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on March 28, 2024.



William Wenzel, Supervisor



Town Clerk/Deputy Town Clerk

Present: All

Absent:

Town Board Members:

Dianne Grant	<u>Yea</u>	Nay	Abstain
Michael Santulli	<u>Yea</u>	Nay	Abstain
Nicholas Passonno	<u>Yea</u>	Nay	Abstain
William Wenzel	<u>Yea</u>	Nay	Abstain
Andrew Lucks	<u>Yea</u>	Nay	Abstain

# TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. 60-2024


March 28, 2024

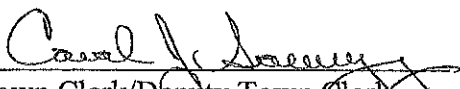
**WHEREAS**, the Town Board members do audits of certain records on an annual basis as required by State Law;

**WHEREAS**, Town Board members Michael Santulli and Dianne Grant undertook the annual audit of supervisor's office records and completed the necessary form;

**NOW THEREFORE BE IT RESOLVED**, the Town Board accepts the results of the audit undertaken by Town Board members Michael Santulli and Dianne Grant.

By a (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on March 28, 2024.

  
\_\_\_\_\_  
William Wenzel, Supervisor

  
\_\_\_\_\_  
Town Clerk/Deputy Town Clerk

Present: All  
Absent:

Town Board Members:

Dianne Grant	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Michael Santulli	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Nicholas Passonno	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
William Wenzel	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Andrew Lucks	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain

# TOWN OF DUANESBURG TOWN BOARD

## RESOLUTION NO. 61 -2024

March 28, 2024

**WHEREAS**, the Town Board members do audits of certain records on an annual basis as required by State Law;

**WHEREAS**, Town Board members Andy Lucks and Dianne Grant undertook the annual audit of court records and completed the necessary form;

**NOW THEREFORE BE IT RESOLVED**, the Town Board accepts the results of the audit undertaken by Town Board members Andy Lucks and Dianne Grant.

By a (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on March 28, 2024.

\_\_\_\_\_  
William Wenzel, Supervisor

\_\_\_\_\_  
Carol J. L. [Signature]  
Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

Dianne Grant	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Nicholas Passonno	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain

## RESOLUTION OF THE TOWN BOARD


RESOLUTION NO. 62-2024

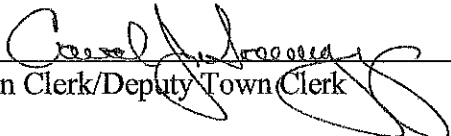
March 28, 2024

**WHEREAS**, The Town of Duanesburg currently has a Board of Assessment Review with three appointed members, John Buehler, Russ Maher and Dave Moran, but the Town Board may appoint between three and five members to the Board of Assessment Review;

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board appoints Charles Leoni as a Board of Assessment Review Member for a five-year term expiring on September 30, 2028.

By unanimous vote of the Town Board of the Town of Duanesburg at its regular meeting of March 28, 2024.

  
\_\_\_\_\_  
William Wenzel, Supervisor

  
\_\_\_\_\_  
Town Clerk/Deputy Town Clerk

3/29/2024  
\_\_\_\_\_  
Date

3/29/24  
\_\_\_\_\_  
Date

Present: All

Absent:

### Town Board Members:

William Wenzel	<input checked="" type="radio"/> Yea	Nay	Abstain
Michael Santulli	<input checked="" type="radio"/> Yea	Nay	Abstain
Nicholas Passonno	<input checked="" type="radio"/> Yea	Nay	Abstain
Dianne Grant	<input checked="" type="radio"/> Yea	Nay	Abstain
Andrew Lucks	<input checked="" type="radio"/> Yea	Nay	Abstain

**Town of Duanesburg Town Board**

**RESOLUTION NO. 63-2024**

**March 28, 2024**

**WHEREAS**, the Town of Duanesburg Town Board has determined that the Town Sewer Truck which services Town of Duanesburg Sewer Districts 1, 2 and 3 requires a snow plow blade in order to maintain and access the Sewer District facilities; and

**WHEREAS**, the purchase is under the \$20,000 threshold for procurement under public works equipment contracts; and

**WHEREAS**, the Town of Duanesburg Town Supervisor has advised the Town Board that sufficient budgeted funds exist in the Sewer District designated funds for the proposed purchase; and

**WHEREAS**, the Town Board obtained responses to its request for proposals from four purveyors of snow plow blades; and

**WHEREAS**, the Town Board finds the snow plow blade and attachment as installed described as follows "BOSS 8'2" DXT V PLOW: STAINLESS STEEL , FLARED WINGS, DUAL TRIP W/ FULL CUTTING EDGE & FULL MOLDBOARD TRIP, SL3 LLED LIGHTS, SMART LOCK ANGLE CYLINDERS, SMARTHITCH2 ATTACHMENT, SMART TOUCH CONTROLLER, 2 YEAR WARRANTY MSRP=\$12,170 BID ASSIST PRICE=\$8,120.00 INSTALLED" for a price of \$8120.00 offered by Charles D. Stahl Sales and Service to be sufficient for the proposed purposes and fairly priced; and

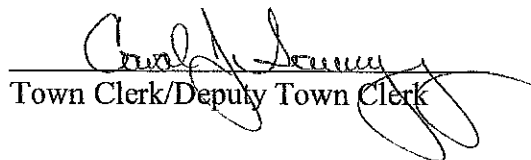
**WHEREAS**, the Town Board instructs the Town Sewer Staff to inspect the equipment upon delivery and to determine that it contains no defect prior to acceptance of the equipment and the work; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board hereby designates Charles D. Stahl Sales and Service as an authorized Town vendor and authorizes the Town Supervisor to accept the proposal to purchase and install the snow plow blade on the Town sewer truck and authorizes payment to Charles D. Stahl Sales and Service in the amount of \$8120.00 to be paid from the Sewer District 1, 2 and 3 designated funds.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its Town Board meeting of March 28, 2024.



William Wenzel, Supervisor



Town Clerk/Deputy Town Clerk

Present: A U  
Absent:

Town Board Members:

Dianne Grant	<input checked="" type="radio"/> Yea	Nay	Abstain
Michael Santulli	<input checked="" type="radio"/> Yea	Nay	Abstain
Nicolas Passonno	<input checked="" type="radio"/> Yea	Nay	Abstain
William Wenzel	<input checked="" type="radio"/> Yea	Nay	Abstain
Andrew Lucks	<input checked="" type="radio"/> Yea	Nay	Abstain

**Jennifer Howe**

---

**From:** Andrew Lucks  
**Sent:** Tuesday, November 14, 2023 12:54 PM  
**To:** Jennifer Howe  
**Subject:** Fwd: [RFQ] new request from Andrew Lucks

Get Outlook for iOS

---

**From:** Larry Colleton <larry@upstatecrew.com>  
**Sent:** Wednesday, October 4, 2023 2:28:04 PM  
**To:** Andrew Lucks <ALucks@duanesburg.net>  
**Subject:** Re: [RFQ] new request from Andrew Lucks

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes, It does.

On Wed, Oct 4, 2023 at 1:09 PM Andrew Lucks <ALucks@duanesburg.net> wrote:  
Thank you, does that include install?

Get Outlook for iOS

---

**From:** Larry Colleton <larry@upstatecrew.com>  
**Sent:** Wednesday, October 4, 2023 9:24:26 AM  
**To:** Andrew Lucks <ALucks@duanesburg.net>  
**Subject:** Re: [RFQ] new request from Andrew Lucks

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Andrew  
This plow is 9300.00 plus tax  
Larry

On Wed, Oct 4, 2023 at 7:58 AM Upstate NY Plow and Truck Body <larry@upstatecrew.com> wrote:

# OMEGA

## Request a quote - Upstate NY Plow and Truck Body

🕒 CREATED AT: 2023-10-04 07:58:21

🏠 STORE INFORMATION

👤 CUSTOMER INFORMATION

Upstate NY Plow and Truck Body

nemerams@gmail.com

Name: Andrew Lucks

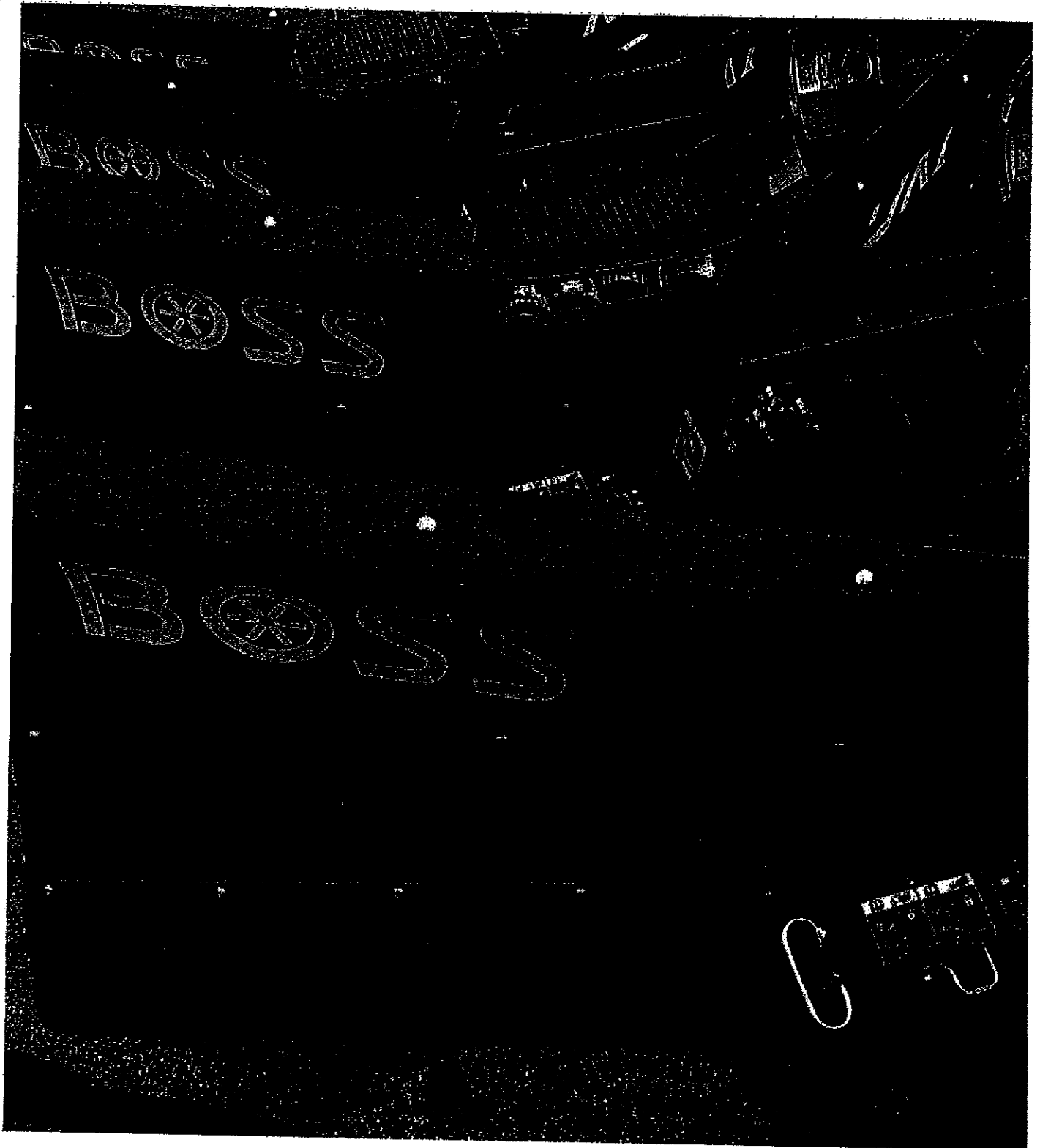
Email: Alucks@duanesburg.net

★ QUOTE MESSAGE: Hello, looking for a quote for town of Duaneburg municipal truck thank you

Quote form information:



Item



9'2" Stainless DXT Plow

Item

Variants:

Subtotal

VAT

Total

@Template power by Omegatheme

If you have any questions please contact us [contact@omegatheme.com](mailto:contact@omegatheme.com)

Request a Quote - Email: [nemerams@gmail.com](mailto:nemerams@gmail.com)



# Nate's Snow Plow Repair & Service Llc sent you an estimate

Estimate expires on April 23, 2024

THIS IS A QUOTE - Valid for 30 Days

This is NOT a final bill. Additional parts or labor maybe need to efficiently complete the work, we will do our best to provide you with any updates or changes needed prior to completing the work

Show full details ▼

## Fisher Snow Plow Quote

### Fisher Snow Plow 8'6"XtremeV MS - Installed

\$7,900.00

*Installed on 2024 Chevrolet 4x4 Diesel*

*New Full Plow Set Ups Include The Following:*

28587 #1 Control Harness  
72168 Battery Lead Harness  
90730 Mega Fuse Kit  
85100 4-pin Controller  
61548K Plug Cover  
Mount Kit  
Headlight Harness Kit  
3-Port Headlight Module

**NYS Municipal Discount**

-\$641.16

**Subtotal**

\$7,258.84

**Total**

**\$7,258.84**

---

**Nate's Snow Plow Repair & Service Llc**

nate.nspr@gmail.com

+1 (518) 487-8248

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[Square Privacy Policy](#) | [Security](#)

 **Square**

Jennifer Howe

---

**From:** Andrew Lucks  
**Sent:** Tuesday, March 26, 2024 11:02 AM  
**To:** Jennifer Howe  
**Subject:** Fwd: Duanesburg Hwy Dept  
**Attachments:** DUANESBURG HWY 4-Q77259.pdf

2/3

[Get Outlook for iOS](#)

---

**From:** mgoss <mgoss@rhscales.com>  
**Sent:** Tuesday, March 26, 2024 11:01:20 AM  
**To:** Andrew Lucks <ALucks@duanesburg.net>  
**Subject:** FW: Duanesburg Hwy Dept

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sent from my Galaxy

----- Original message -----

**From:** kurtm <kurtm@rhscales.com>  
**Date:** 3/26/24 9:42 AM (GMT-05:00)  
**To:** Matt Goss <mgoss@rhscales.com>  
**Subject:** Duanesburg Hwy Dept

Plow quote for Duanesburg Highway Dept.  
Does not include shoe kit or installation.

Kurt Moeckel  
RH Scales Co., Inc.  
20 Kairnes Street  
Colonie, NY 12205  
800-318-4984

R.H. SCALES CO., INC.  
20 KAIRNES STREET

Q U O T E

Invoice: 4-Q77259

Page: 1

Time: 09:40AM

Date: 03/26/24

COLONIE, NY 12205  
1(518)453-5422

Bill To :  
DUANESBURG HIGHWAY DEPT.  
5853 WESTERN TURNPIKE  
Duanesburg, NY 12056

Ship To :  
DUANESBURG HIGHWAY DEPT.  
5853 WESTERN TURNPIKE  
Duanesburg, NY 12056

Date Received: 03/26/24	Salesman: 08 BRANCH-4	Terms: NET 10TH PROX
Date Shipped :	Ship CD : QUOTE ONLY	Acct#: 040535
Emp : KURT MOECKEL	P.O. # : VXF85II	Man #:

Ln	Qty	B/O	UOM	Part Number	Description	Price	Extended
8.5 VXF2 GM 3500 / DOES NOT INCLUDE INSTALLATION							
002	1	0		BUY BUY16071010	'19 GM HEADLIGHT ADAPT	140.76*	140.76
003	1	0		BUY BUY16062190B	'20 CHEV/GM 25/3500 HD	490.52*	490.52
004	1	0		BUY BUY16013006	VXF2 liftfrm w/rapidli	3415.79*	3415.79
005	1	0	EA	BUY BUY16020724	MOLDBOARD ASSY, VXF2-8	2841.50*	2841.50
006	1	0	EA	BUY BUY16160700A	HALOGEN LIGHT KIT,PR.	286.28*	286.28

Please let us know if you would like your Invoices/Statements  
emailed.....Send a note to office@rhsscales.com

Sub Total :	7,174.85
Fgt Total :	0.00
Tax :	0.00
Total Due :	7,174.85

CHARLES D STAHL SALES AND SERVICE

697 SNELLS BUSH RD

LITTLE FALLS NY 13365

315-823-1982

DUANESBURG SEWER DEPARTMENT

ANDREW LUCKS

518-852-1158

[Alucks@duanesburg.net](mailto:Alucks@duanesburg.net)

2-14-24

TO BE INSTALLED ON A 2023 CHEVY 3500

**1)BOSS 8'2" VXT V PLOW:** RED POWDERCOATED STEEL, FLARED WINGS, FULL MOLDBOARD TRIP, SL3 LLED LIGHTS, SMART LOCK ANGLE CYLINDERS, SMARTHITCH2 ATTACHMENT, SMART TOUCH CONTROLLER, 2 YEAR WARRANTY

MSRP=\$10,730.00

**BID ASSIST PRICE=\$7,306.00 INSTALLED**

**1) BOSS 8'2" DXT V PLOW:** STAINLESS STEEL , FLARED WINGS, DUAL TRIP W/ FULL CUTTING EDGE & FULL MOLDBOARD TRIP, SL3 LLED LIGHTS, SMART LOCK ANGLE CYLINDERS, SMARTHITCH2 ATTACHMENT, SMART TOUCH CONTROLLER, 2 YEAR WARRANTY

MSRP=\$12,170

**BID ASSIST PRICE=\$8,120.00 INSTALLED**

**1)FISHER 8'6" EXTREME V PLOW:** YELLOW POWDERCOATED STEEL, HALOGEN HEADLIGHTS, HANDHELD CONTROLLER, 2 YEAR WARRANTY

**BID ASSIST PRICE=\$7,158.00 INSTALLED**

**1)WESTERN 8'6" MVP3 V PLOW:** POLY W/ BLACK POWDERCOATED STEEL FRAME, HALOGEN LIGHTS, HAS OSCIALLTION, HANDHELD CONTROLLER, 2 YR WARRANTY

**BID ASSIST PRICE=\$7,973.00 INSTALLED**

**1)SNOWEX 8'6" HDV V PLOW:** STAINLESS STEEL, LED LIGHTS, FLARED WINGS, TRIP EDGE, DOWN PRESSURE, AUTOMATTIX ATTACHMENT SYSTEM, 2 YEAR WARRANTY, HANDHELD CONTROL=

**BID ASSIST PRICE \$9,070.00 INSTALLED**

# TOWN OF DUANESBURG TOWN BOARD

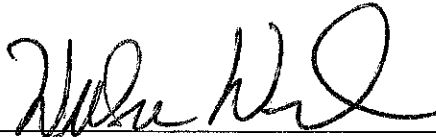
RESOLUTION NO. 64 -2024

March 28, 2024

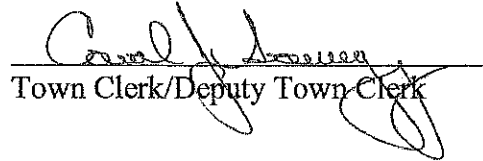
**WHEREAS**, the Town of Duanesburg Town Supervisor , Town Staff and the Town Accounting Firm, West and Company, have prepared the attached AUD for the year 2023 and the Town Board members have reviewed the AUD; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby approves the AUD and consents to the AUD being the end of year financial report required to be submitted by the Town Supervisor and recognizes that the AUD was or will be timely filed with the NYS Office of the State Comptroller before March 31, 2024.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on March 28, 2024.



William Wenzel, Supervisor



Present:

Absent:

Town Board Members:

Dianne Grant	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Michael Santulli	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Nicholas Passonno	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
William Wenzel	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Andrew Lucks	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain



**Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023**

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**Authorization**

Article 3, Section 30 of the General Municipal Law

1. \*\*\*Every Municipal Corporation\*\*\* shall annually make a report of its financial condition to the Comptroller. Such report shall be made by the Chief Fiscal Officer of such Municipal Corporation\*\*\*
5. All reports shall be certified by the officer making the same and shall be filed with the Comptroller\*\*\* it shall be the duty of the incumbent officer at the time such reports are required to be filed with the Comptroller to file such report\*\*\*

**Certification Statement**

I, William Wenzel (LG420324200000B), hereby certify that I am the Chief Financial Officer of the Town of Duanesburg, and that the information provided in the Annual Financial Report of the Town of Duanesburg for the fiscal year ended 12/31/2023, is true and correct to the best of my knowledge and belief.

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**Financial Statements**

Financial information for the following funds and accounts groups are included in the Annual Financial Report filed by your government for the fiscal year ended 2023 and has been used by the OSC as the basis for preparing this Annual Financial Report for the fiscal year ended 2023:

List of funds being used

- A - General
- B - General Town-Outside Village
- CD - Special Grant
- CM - Miscellaneous Special Revenue
- DA - Highway Town-wide
- DB - Highway Part-town
- H - Capital Projects
- SD - Special District(s) Drainage
- SF - Special District(s) Fire Protection
- SL - Special District(s) Lighting
- SS - Special District(s) Sewer
- TC - Custodial
- K - Schedule of Non-Current Government Assets
- W - Schedule of Non-Current Government Liabilities

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

All amounts included in this Annual Financial Report for 2023 represent data filed by your government with OSC as reviewed and adjusted where necessary.

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**A - General  
Balance Sheet**

<b>Cash and Cash Equivalents</b>			
200 - Cash	\$757,175.89	\$228,772.61	\$486,153.00
<b>Total for Cash and Cash Equivalents</b>	<b>\$757,175.89</b>	<b>\$228,772.61</b>	<b>\$486,153.00</b>
<b>Restricted Investments</b>			
461 - Service Award Program Assets	-	\$0.00	\$0.00
<b>Total for Restricted Investments</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Net Other Receivables</b>			
380 - Accounts Receivable	\$2,109.89	\$404.97	\$43,134.00
<b>Total for Net Other Receivables</b>	<b>\$2,109.89</b>	<b>\$404.97</b>	<b>\$43,134.00</b>
<b>Due From</b>			
391 - Due From Other Funds	\$270,448.03	\$851,584.50	\$131,867.00
440 - Due from Other Governments	\$10,362.67	\$5,000.00	\$127,000.00
<i>Sales Tax &amp; Court revenue rec'd in Jan.</i>			
<b>Total for Due From</b>	<b>\$280,810.70</b>	<b>\$856,584.50</b>	<b>\$258,867.00</b>
<b>Other Assets</b>			
480 - Prepaid Expenses	\$4,063.75	\$6,224.92	\$9,402.00
<b>Total for Other Assets</b>	<b>\$4,063.75</b>	<b>\$6,224.92</b>	<b>\$9,402.00</b>

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

A - General  
Balance Sheet

	12/31/2022	12/31/2023
	1,091,987.00	1,091,987.00

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**A - General  
Balance Sheet**

<b>Payables</b>				
600 - Accounts Payable	\$23,755.33	\$4,593.83		\$49,822.00
<b>Total for Payables</b>	<b>\$23,755.33</b>	<b>\$4,593.83</b>		<b>\$49,822.00</b>
<b>Due to</b>				
630 - Due To Other Funds	\$226,251.91	\$208,612.83		\$1,002.00
<b>Total for Due to</b>	<b>\$226,251.91</b>	<b>\$208,612.83</b>		<b>\$1,002.00</b>
<b>Other Liabilities</b>				
688 - Other Liabilities ARPA Funds	\$588,312.77	\$608,612.77		\$304,306.00
690 - Overpayments and Clearing Account	-	\$5,164.50		-
<b>Total for Other Liabilities</b>	<b>\$588,312.77</b>	<b>\$613,777.27</b>		<b>\$304,306.00</b>
<b>Deferred Inflows of Resources</b>				
691 - Deferred Inflow Of Resources	-	-		\$0.00
<b>Total for Deferred Inflows of Resources</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>

**A - General  
Balance Sheet**

OSC Municipality Code 420324200000



## A - General Results of Operations

7  
OSC Municipality Code 420324200000

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**A - General  
Results of Operations**

	12/31/2022	12/31/2023
<b>Use of Money and Property</b>		
2401 - Interest and Earnings	\$7,377.29	\$714.30
<b>Total for Use of Money and Property</b>	<b>\$7,377.29</b>	<b>\$714.30</b>
<b>Licenses and Permits</b>		
2501 - Business and Occupational License	\$2,896.26	\$2,617.27
2544 - Dog Licenses	\$7,920.00	\$6,368.00
2555 - Building and Alteration Permits	-	-
<b>Total for Licenses and Permits</b>	<b>\$10,816.26</b>	<b>\$8,985.27</b>
<b>Fines and Forfeitures</b>		
2610 - Fines and Forfeited Bail	\$71,410.92	\$77,353.75
<b>Total for Fines and Forfeitures</b>	<b>\$71,410.92</b>	<b>\$77,353.75</b>
<b>Sales of Property and Compensation for Loss</b>		
2665 - Sales of Equipment	-	\$2,835.00
2680 - Insurance Recoveries	-	\$1,558.05
<b>Total for Sales of Property and Compensation for Loss</b>	<b>\$0.00</b>	<b>\$4,393.05</b>
<b>Other Revenues</b>		
2701 - Refunds of Prior Year Expenditures	\$18,372.23	-
2706 - Grants From Local Governments	-	-
2750 - AIM Related Payments	-	\$0.00
2770 - Unclassified	\$2,403.18	\$1,248.78
<b>AP&amp;G HOLDINGS REBATE CHECKS</b>		
		\$5,000.00
		\$20,653.00
		\$9,740.00

Town of Duanesburg  
Annual Financial Report  
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**A - General  
Results of Operations**

<b>Total for Other Revenues</b>	<b>\$20,775.41</b>	<b>\$1,248.78</b>	<b>\$35,393.00</b>
<b>State Aid</b>			
3001 - State Aid Revenue Sharing	\$20,653.00	\$20,653.00	-
3005 - State Aid Mortgage Tax	\$136,210.96	\$267,190.97	\$296,593.00
3089 - State Aid Other <i>JCAP Grant</i>	\$10,629.99	-	-
3820 - State Aid Youth Programs	\$9,186.75	\$5,000.00	-
<b>Total for State Aid</b>	<b>\$176,680.70</b>	<b>\$292,843.97</b>	<b>\$296,593.00</b>
<b>Federal Aid</b>			
4089 - Federal Aid Other	\$20,300.00	-	-
<b>Total for Federal Aid</b>	<b>\$20,300.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>\$20,991.16</b>	<b>\$153,238.65</b>	<b>\$172,719.00</b>
<b>Operating Transfers</b>			
5031 - Interfund Transfers	-	-	\$162,049.00
<b>Total for Operating Transfers</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$162,049.00</b>
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$162,049.00</b>

Town of Duanesburg  
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**A - General  
Results of Operations**


**General Government Support**

<b>Legislative Board</b>			
10101 - Legislative Board - Personal Services	\$28,099.68	\$28,098.24	\$28,080.00
10102 - Legislative Board - Equipment and Capital Outlay	\$66.66	-	\$70.00
10104 - Legislative Board - Contractual	\$346.02	\$1,985.92	\$339.00
<b>Total for Legislative Board</b>	<b>\$28,512.36</b>	<b>\$30,084.16</b>	<b>\$28,489.00</b>
<b>Judicial</b>			
11101 - Municipal Court - Personal Services	\$72,358.58	\$68,751.47	\$59,811.00
11104 - Municipal Court - Contractual	\$2,741.89	\$12,448.06	\$2,064.00
<b>Total for Judicial</b>	<b>\$75,100.47</b>	<b>\$81,199.53</b>	<b>\$61,875.00</b>
<b>Executive</b>			
12201 - Supervisor - Personal Services	\$64,084.12	\$62,168.48	\$61,603.00
12202 - Supervisor - Equipment and Capital Outlay	-	-	\$1,000.00
12204 - Supervisor - Contractual	\$9,129.93	\$1,104.77	\$920.00
<b>Total for Executive</b>	<b>\$73,214.05</b>	<b>\$63,273.25</b>	<b>\$63,523.00</b>
<b>Finance</b>			
13401 - Budget - Personal Services	\$7,500.04	\$5,000.04	\$3,750.00
13551 - Assessment - Personal Services	\$55,140.44	\$49,417.06	\$39,587.00

Town of Duaneburg  
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**A - General  
Results of Operations**

13552 - Assessment - Equipment and Capital Outlay	-	\$2,953.15	\$1,086.00
13554 - Assessment - Contractual	\$5,922.86	\$9,032.67	\$12,373.00
13804 - Fiscal Agents Fees - Contractual	\$37,636.00	\$37,515.05	\$36,190.00
<b>Total for Finance</b>	<b>\$106,199.34</b>	<b>\$103,917.97</b>	<b>\$92,986.00</b>
<b>Municipal Staff</b>			
14101 - Clerk - Personal Services	\$81,199.24	\$81,981.64	\$80,285.00
14102 - Clerk - Equipment and Capital Outlay	-	\$930.73	\$500.00
14104 - Clerk - Contractual	\$4,931.54	\$4,503.74	\$4,488.00
14204 - Law - Contractual	\$40,656.25	\$34,724.04	\$55,198.00
14404 - Engineer - Contractual	\$4,796.76	\$62,366.27	\$27,523.00
14601 - Records Management - Personal Services	\$5,862.04	\$4,254.72	\$3,679.00
14604 - Records Management - Contractual	\$3,759.41	\$3,235.94	\$3,445.00
<b>Total for Municipal Staff</b>	<b>\$141,205.24</b>	<b>\$191,997.08</b>	<b>\$175,118.00</b>
<b>Shared Services</b>			
16201 - Operation of Plant - Personal Services	\$15,703.55	\$24,054.15	\$21,531.00
16202 - Operation of Plant - Equipment and Capital Outlay	\$20,391.98	\$485.95	\$70.00
16204 - Operation of Plant - Contractual	\$33,686.60	\$35,881.37	\$39,246.00
16404 - Central Garage - Contractual	\$14,640.01	\$26,413.50	\$16,532.00
16604 - Central Storeroom - Contractual	\$1,680.90	\$2,367.39	\$1,934.00
16704 - Central Printing and Mailing - Contractual	\$15,505.06	\$10,864.20	\$11,348.00
16802 - Central Data Processing - Equipment and Capital Outlay	\$1,087.31	\$0.00	\$1,181.00
16804 - Central Data Processing - Contractual	\$19,021.95	\$20,881.11	\$19,870.00
<b>Total for Shared Services</b>	<b>\$121,717.36</b>	<b>\$120,947.67</b>	<b>\$111,712.00</b>

Town of Duanesburg  
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For the Fiscal Period 01/01/2023 - 12/31/2023

**A - General  
Results of Operations**

<b>Special Items</b>							
19104 - Unallocated Insurance - Contractual	\$73,486.56	\$94,668.64	\$81,746.00				
19204 - Municipal Association Dues - Contractual	\$2,200.00	\$1,100.00	\$1,150.00				
<b>Total for Special Items</b>	<b>\$75,686.56</b>	<b>\$95,768.64</b>	<b>\$82,896.00</b>				
<b>Total for General Government Support</b>	<b>\$621,635.38</b>	<b>\$687,188.30</b>	<b>\$616,599.00</b>				
<b>Public Safety</b>							
<b>Administration</b>							
30204 - Public Safety Communication Systems - Contractual	\$43,000.00	\$43,000.00	\$43,000.00				
<b>Total for Administration</b>	<b>\$43,000.00</b>	<b>\$43,000.00</b>	<b>\$43,000.00</b>				
<b>Traffic Control</b>							
33104 - Traffic Control - Contractual	-	\$185.47	\$722.00				
<b>Total for Traffic Control</b>	<b>\$0.00</b>	<b>\$185.47</b>	<b>\$722.00</b>				
<b>Animal Control</b>							
35101 - Dog Control - Personal Services	\$8,400.00	\$7,999.56	\$6,501.00				
35104 - Dog Control - Contractual	\$6,167.54	\$804.14	\$908.00				
<b>Total for Animal Control</b>	<b>\$14,567.54</b>	<b>\$8,803.70</b>	<b>\$7,409.00</b>				
<b>Other Public Safety</b>							
36504 - Demolition of Unsafe Buildings - Contractual	-	\$2,851.74	\$91,588.00				
<b>Total for Other Public Safety</b>	<b>\$0.00</b>	<b>\$2,851.74</b>	<b>\$91,588.00</b>				

Town of Duanesburg  
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**A - General  
Results of Operations**

<b>Total for Public Safety</b>				<b>\$57,567.54</b>	<b>\$54,840.91</b>	<b>\$142,719.00</b>	
<b>Health</b>							
<b>Public Health Program</b>							
40201 - Registrar of Vital Statistics - Personal Services				\$2,000.00	\$925.00	\$925.00	
<b>Total for Public Health Program</b>				<b>\$2,000.00</b>	<b>\$925.00</b>	<b>\$925.00</b>	
<b>Other Health</b>							
45404 - Ambulance - Contractual				\$385,152.00	\$238,711.00	\$237,344.00	
<b>Total for Other Health</b>				<b>\$385,152.00</b>	<b>\$238,711.00</b>	<b>\$237,344.00</b>	
<b>Total for Health</b>				<b>\$387,152.00</b>	<b>\$239,636.00</b>	<b>\$238,269.00</b>	
<b>Transportation</b>							
<b>Highway</b>							
50101 - Highway and Street Administration - Personal Services				\$67,859.08	\$64,616.96	\$59,896.00	
50102 - Highway and Street Administration - Equipment and Capital Outlay				-	\$985.02	\$929.00	
50104 - Highway and Street Administration - Contractual				\$487.21	\$1,295.18	\$348.00	
<b>Total for Highway</b>				<b>\$68,346.29</b>	<b>\$66,897.16</b>	<b>\$61,173.00</b>	
<b>Total for Transportation</b>				<b>\$68,346.29</b>	<b>\$66,897.16</b>	<b>\$61,173.00</b>	
<b>Economic Assistance and Opportunity</b>							
<b>Social Services Programs</b>							

Town of Duanesburg  
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**A - General  
Results of Operations**

60104 - Social Services Administration - Contractual	\$3,000.00	\$3,000.00	\$3,000.00
<b>Total for Social Services Programs</b>	<b>\$3,000.00</b>	<b>\$3,000.00</b>	<b>\$3,000.00</b>
<b>Economic Opportunity and Development</b>			
64101 - Publicity - Personal Services	\$2,000.00	-	-
64104 - Publicity - Contractual	\$2,424.93	\$2,309.46	\$2,999.00
67724 - Programs for the Aging - Contractual	\$2,600.00	\$2,600.00	\$2,600.00
<b>Total for Economic Opportunity and Development</b>	<b>\$7,024.93</b>	<b>\$4,909.46</b>	<b>\$5,599.00</b>
<b>Total for Economic Assistance and Opportunity</b>	<b>\$10,024.93</b>	<b>\$7,909.46</b>	<b>\$8,599.00</b>
<b>Culture and Recreation</b>			
<b>C&amp;R - Administration</b>			
70201 - Parks and Recreation Administration - Personal Services	\$16,060.70	\$3,250.00	\$3,000.00
<b>Total for C&amp;R - Administration</b>	<b>\$16,060.70</b>	<b>\$3,250.00</b>	<b>\$3,000.00</b>
<b>Recreation</b>			
71102 - Parks - Equipment and Capital Outlay	\$452.89	\$37,922.29	\$14,765.00
71104 - Parks - Contractual	\$12,874.81	\$10,935.71	\$20,203.00
73101 - Youth Programs - Personal Services	\$8,943.38	\$9,030.25	\$7,613.00
73104 - Youth Programs - Contractual	\$926.11	\$970.66	\$1,094.00
<b>Total for Recreation</b>	<b>\$23,197.19</b>	<b>\$58,858.91</b>	<b>\$43,675.00</b>
<b>Culture</b>			
75101 - Historian - Personal Services	\$750.00	\$750.00	\$750.00



Town of Duanesburg  
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**A - General  
Results of Operations**

75104 - Historian - Contractual	\$3,000.00	\$3,000.00	\$3,000.00
75504 - Celebrations - Contractual	\$1,700.00	\$1,494.25	\$603.00
<b>Total for Culture</b>	<b>\$5,450.00</b>	<b>\$5,244.25</b>	<b>\$4,353.00</b>
<b>Total for Culture and Recreation</b>	<b>\$44,707.89</b>	<b>\$67,353.16</b>	<b>\$51,028.00</b>
<b>Home and Community Services</b>			
<b>Sanitation</b>			
81604 - Refuse and Garbage - Contractual	\$25,254.26	\$23,926.97	\$25,887.00
<b>Total for Sanitation</b>	<b>\$25,254.26</b>	<b>\$23,926.97</b>	<b>\$25,887.00</b>
<b>Special Services</b>			
98994 - Home and Community Services, Other - Contractual	-	\$0.00	\$437.00
<b>Total for Special Services</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$437.00</b>
<b>Total for Home and Community Services</b>	<b>\$25,254.26</b>	<b>\$23,926.97</b>	<b>\$26,324.00</b>
<b>Employee Benefits</b>			
<b>Employee Benefits</b>			
90108 - State Retirement System - Employee Benefits	\$24,714.88	\$9,690.32	\$58,303.00
90308 - Social Security - Employee Benefits	\$30,747.87	\$29,312.57	\$26,523.00
90408 - Workers' Compensation - Employee Benefits	\$6,214.49	\$5,031.92	\$6,261.00
90508 - Unemployment Insurance - Employee Benefits	-	-	\$1,826.00
90608 - Hospital, Medical and Dental Insurance - Employee Benefits	\$49,788.81	\$67,263.95	\$55,207.00

Town of Duanesburg  
Annual Financial Report  
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A - General  
Results of Operations

Total for Employee Benefits		\$111,466.05	\$111,298.76	\$148,120.00
Total for Employee Benefits		\$111,466.05	\$111,298.76	\$148,120.00

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**A - General  
Changes in Fund Balance**

8021 - Fund Balance - Beginning of Year	\$265,003.33	\$442,426.00	\$403,035.00
8012 - Prior Period Adjustment OR Change in Accounting Principle - Increase in Fund Balance	-	\$0.00	\$90,454.00
8015 - Prior Period Adjustment OR Change in Accounting Principle - Decrease in Fund Balance	-	\$73,640.00	-
8022 - Restated Fund Balance - Beginning of Year	\$265,003.33	\$368,786.00	\$493,489.00
Add Revenues and Other Sources	\$1,266,991.43	\$1,155,268.05	\$1,241,768.00
Deduct Expenditures and Other Uses	\$1,326,154.34	\$1,259,050.72	\$1,292,831.00
8029 - Fund Balance - End of Year	\$205,840.42	\$265,003.33	\$442,426.00

## A - General Adopted Budget Summary

OSC Municipality Code 420324200000

## A - General Adopted Budget Summary

OSC Municipality Code 420324200000

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**B - General Town-Outside Village  
Balance Sheet**

	12/31/2022	12/31/2023
<b>Cash and Cash Equivalents</b>		
200 - Cash	\$136,893.19	-
201 - Cash In Time Deposits	\$0.00	\$52,225.00
<b>Total for Cash and Cash Equivalents</b>	<b>\$136,893.19</b>	<b>\$52,225.00</b>
<b>Net Other Receivables</b>		
380 - Accounts Receivable	\$14,019.61	\$13,038.96
<b>Total for Net Other Receivables</b>	<b>\$14,019.61</b>	<b>\$13,038.96</b>
<b>Due From</b>		
391 - Due From Other Funds	\$152,258.90	\$317,500.02
440 - Due from Other Governments	-	\$0.00
<b>Total for Due From</b>	<b>\$152,258.90</b>	<b>\$317,500.02</b>
<b>Other Assets</b>		
480 - Prepaid Expenses	\$295.00	\$2,446.80
<b>Total for Other Assets</b>	<b>\$295.00</b>	<b>\$2,446.80</b>
	<b>\$303,166.70</b>	<b>\$485,209.78</b>

## B - General Town-Outside Village Balance Sheet

OSC Municipality Code 420324200000

**B - General Town-Outside Village  
Balance Sheet**

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## B - General Town-Outside Village Results of Operations

OSC Municipality Code 420324200000

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**B - General Town-Outside Village  
Results of Operations**

	2022	2021

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**B - General Town-Outside Village  
Results of Operations**

<b>Home and Community Services</b>							
<b>General Environment</b>							
80101 - Zoning - Personal Services	\$123,916.86	\$108,344.84	\$116,035.00				
80102 - Zoning - Equipment and Capital Outlay	\$20,141.09	\$368.83	\$1,679.00				
80104 - Zoning - Contractual	\$45,932.55	\$45,372.67	\$10,501.00				
80201 - Planning and Surveys - Personal Services	\$19,723.62	\$18,142.30	\$19,690.00				
80202 - Planning and Surveys - Equipment and Capital Outlay	\$245.12	-	-				
80204 - Planning and Surveys - Contractual	\$8,037.26	\$13,698.83	\$20,984.00				
<b>Total for General Environment</b>	<b>\$217,996.50</b>	<b>\$185,927.47</b>	<b>\$168,889.00</b>				
<b>Total for Home and Community Services</b>	<b>\$217,996.50</b>	<b>\$185,927.47</b>	<b>\$168,889.00</b>				
<b>Employee Benefits</b>							
<b>Employee Benefits</b>							
90108 - State Retirement System - Employee Benefits	\$13,902.12	\$5,068.18	\$32,862.00				
90308 - Social Security - Employee Benefits	\$11,651.31	\$9,188.15	\$9,813.00				
90408 - Workers' Compensation - Employee Benefits	\$1,167.08	\$941.11	\$1,177.00				
90608 - Hospital, Medical and Dental Insurance - Employee Benefits	\$6,713.10	\$3,042.92	\$10,401.00				
<b>Total for Employee Benefits</b>	<b>\$33,433.61</b>	<b>\$18,240.36</b>	<b>\$54,253.00</b>				
<b>Total for Employee Benefits</b>	<b>\$33,433.61</b>	<b>\$18,240.36</b>	<b>\$54,253.00</b>				

Town of Duanesburg  
Annual Financial Report  
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**B - General Town-Outside Village  
Results of Operations**

	12/31/2022	12/31/2023
	525,650.00	525,650.00

Town of Duanesburg  
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**B - General Town-Outside Village  
Changes in Fund Balance**

8021 - Fund Balance - Beginning of Year	\$163,912.32	\$192,891.00	\$155,013.00
8012 - Prior Period Adjustment OR Change in Accounting Principle - Increase in Fund Balance	-	-	\$13,369.00
8022 - Restated Fund Balance - Beginning of Year	\$163,912.32	\$192,891.00	\$168,382.00
Add Revenues and Other Sources	\$196,690.32	\$175,189.15	\$247,651.00
Deduct Expenditures and Other Uses	\$251,430.11	\$204,167.83	\$223,142.00
8029 - Fund Balance - End of Year	\$109,172.53	\$163,912.32	\$192,891.00

## B - General Town-Outside Village Adopted Budget Summary

OSC Municipality Code 420324200000

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**B - General Town-Outside Village  
Adopted Budget Summary**

	2022	2023
8999 - App - Home and Community Services	\$138,730.00	\$204,109.00
9199 - App - Employee Benefits	\$37,500.00	\$44,500.00
	\$176,230.00	\$248,609.00

CD - Special Grant  
Balance Sheet

OSC Municipality Code 420324200000



CD - Special Grant  
Balance Sheet

31 OSC Municipality Code 420324200000

### CD - Special Grant Results of Operations

OSC Municipality Code 420324200000

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**CD - Special Grant  
Results of Operations**

<b>Home and Community Services</b>				
<b>Community Development</b>				
86104 - Rent Subsidy Administration - Contractual	-	\$0.00		\$101,652.00
86504 - Supportive Housing - Contractual	\$104,830.61	\$104,495.10		\$3,124.00
86864 - Community Development Administration - Contractual	\$17,660.00	\$16,200.00		\$12,240.00
<b>Total for Community Development</b>	<b>\$122,490.61</b>	<b>\$120,695.10</b>		<b>\$117,016.00</b>
<b>Total for Home and Community Services</b>	<b>\$122,490.61</b>	<b>\$120,695.10</b>		<b>\$117,016.00</b>

**CD - Special Grant**  
**Changes in Fund Balance**

OSC Municipality Code 420324200000

Town of Duaneburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**CM - Miscellaneous Special Revenue  
Balance Sheet**

			28,125.00
<b>Cash and Cash Equivalents</b>			
200 - Cash	\$29,192.70	\$8,885.80	-
<b>Total for Cash and Cash Equivalents</b>	<b>\$29,192.70</b>	<b>\$8,885.80</b>	<b>\$0.00</b>
<b>Restricted Cash and Cash Equivalents</b>			
230 - Cash Special Reserves	-	\$0.00	\$22,389.00
<b>Total for Restricted Cash and Cash Equivalents</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$22,389.00</b>
<b>Net Other Receivables</b>			
380 - Accounts Receivable	-	\$250.00	\$250.00
<b>Total for Net Other Receivables</b>	<b>\$0.00</b>	<b>\$250.00</b>	<b>\$250.00</b>
<b>Due From</b>			
391 - Due From Other Funds	\$250.00	\$0.00	-
<b>Total for Due From</b>	<b>\$250.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
			28,125.00

CM - Miscellaneous Special Revenue  
Balance SheetOSC Municipality Code 420324200000

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

CM - Miscellaneous Special Revenue  
Balance Sheet

	245,672	
	50.00	245,672
		245,672

CM - Miscellaneous Special Revenue  
Results of OperationsOSC Municipality Code 420324200000



**CM - Miscellaneous Special Revenue  
Results of Operations**

OSC Municipality Code 420324200000

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**CM - Miscellaneous Special Revenue  
Results of Operations**

	12/31/2023	12/31/2022
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Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**CM - Miscellaneous Special Revenue  
Changes in Fund Balance**

8021 - Fund Balance - Beginning of Year	\$0.00	(\$71,957.00)	\$81,181.00
8012 - Prior Period Adjustment OR Change in Accounting Principle - Increase in Fund Balance	-	\$73,640.20	-
8022 - Restated Fund Balance - Beginning of Year	\$0.00	\$1,683.20	\$81,181.00
Add Revenues and Other Sources	\$52,100.00	\$64,181.00	\$8,911.00
Deduct Expenditures and Other Uses	\$30,193.10	\$65,864.20	\$162,049.00
8029 - Fund Balance - End of Year	\$21,906.90	\$0.00	(\$71,957.00)

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

DA - Highway Town-wide  
Balance Sheet

	12/31/2022	12/31/2023
<b>Cash and Cash Equivalents</b>		
200 - Cash	\$139,901.29	\$53,345.44
<b>Total for Cash and Cash Equivalents</b>	<b>\$139,901.29</b>	<b>\$53,345.44</b>
<b>Due From</b>		
391 - Due From Other Funds	\$129,619.79	\$313,543.97
440 - Due from Other Governments	\$24,982.93	-
<i>Sales Tax to be received</i>		
<b>Total for Due From</b>	<b>\$154,602.72</b>	<b>\$313,543.97</b>
<b>Other Assets</b>		
480 - Prepaid Expenses	\$5,964.94	\$5,340.49
<b>Total for Other Assets</b>	<b>\$5,964.94</b>	<b>\$5,340.49</b>
	<b>\$300,468.95</b>	<b>\$79,614.00</b>

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**DA - Highway Town-wide  
Balance Sheet**

<b>Payables</b>				
600 - Accounts Payable	\$4,672.35	\$1,593.00		\$1,593.00
601 - Accrued Liabilities	\$4,863.20	-		-
<b>Total for Payables</b>	<b>\$9,535.55</b>	<b>\$1,593.00</b>		<b>\$1,593.00</b>
<b>Due to</b>				
630 - Due To Other Funds	-	\$175,907.39		-
<b>Total for Due to</b>	<b>\$0.00</b>	<b>\$175,907.39</b>		<b>\$0.00</b>
<b>Nonspendable Fund Balance</b>				
806 - Not In Spendable Form	\$5,964.94	\$5,340.49		\$5,178.00
<b>Total for Nonspendable Fund Balance</b>	<b>\$5,964.94</b>	<b>\$5,340.49</b>		<b>\$5,178.00</b>
<b>Assigned Fund Balance</b>				
914 - Assigned Appropriated Fund Balance	\$50,000.00	-		-
915 - Assigned Unappropriated Fund Balance	\$234,968.46	\$189,389.02		\$72,843.00
<b>Total for Assigned Fund Balance</b>	<b>\$284,968.46</b>	<b>\$189,389.02</b>		<b>\$72,843.00</b>

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

DA - Highway Town-wide  
Balance Sheet

	12/31/2023	12/31/2022
		514.00

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**DA - Highway Town-wide  
Results of Operations**

				2022	2021
<b>Property Taxes</b>					
1001 - Real Property Taxes	\$298,000.00	\$428,193.00		\$374,354.00	
<b>Total for Property Taxes</b>	<b>\$298,000.00</b>	<b>\$428,193.00</b>		<b>\$374,354.00</b>	
<b>Non-Property Tax Items</b>					
1120 - Non Property Tax Distribution by County	\$100,000.00	-		-	
<b>Total for Non-Property Tax Items</b>	<b>\$100,000.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	
<b>Intergovernmental Charges</b>					
2300 - Transportation Services Other Governments Highway contract from village	\$14,707.00	\$14,707.00		\$1,934.00	
2389 - Miscellaneous Revenue Other Governments Snow removal for Town of Princetown	\$1,200.00	\$671.25		\$16,924.00	
<b>Total for Intergovernmental Charges</b>	<b>\$15,907.00</b>	<b>\$15,378.25</b>		<b>\$18,858.00</b>	
<b>Use of Money and Property</b>					
2401 - Interest and Earnings	\$6,021.66	\$0.00		\$270.00	
<b>Total for Use of Money and Property</b>	<b>\$6,021.66</b>	<b>\$0.00</b>		<b>\$270.00</b>	
<b>Sales of Property and Compensation for Loss</b>					
2650 - Sales of Scrap and Excess Materials	\$296.10	-		-	
<b>Total for Sales of Property and Compensation for Loss</b>	<b>\$296.10</b>	<b>\$0.00</b>		<b>\$0.00</b>	

## DA - Highway Town-wide Results of Operations

[REDACTED]

[REDACTED] 202

[REDACTED] 200

[REDACTED]



## DA - Highway Town-wide Results of Operations

OSC Municipality Code 420324200000

## DA - Highway Town-wide Results of Operations

OSC Municipality Code 420324200000

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Town of Duaneburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**DA - Highway Town-wide  
Changes in Fund Balance**

8021 - Fund Balance - Beginning of Year	\$194,729.51	\$78,021.00	\$60,044.00
8012 - Prior Period Adjustment OR Change in Accounting Principle - Increase in Fund Balance	-	-	\$14,112.00
8022 - Restated Fund Balance - Beginning of Year	\$194,729.51	\$78,021.00	\$74,156.00
Add Revenues and Other Sources	\$420,224.76	\$443,571.25	\$393,482.00
Deduct Expenditures and Other Uses	\$324,020.87	\$326,862.74	\$389,617.00
8029 - Fund Balance - End of Year	\$290,933.40	\$194,729.51	\$78,021.00

## DA - Highway Town-wide Adopted Budget Summary

OSC Municipality Code 420324200000

### DA - Highway Town-wide Adopted Budget Summary

OSC Municipality Code 420324200000

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**DB - Highway Part-town  
Balance Sheet**

				2022	2023
<b>Cash and Cash Equivalents</b>					
200 - Cash	\$59,545.95				
<b>Total for Cash and Cash Equivalents</b>	<b>\$59,545.95</b>	<b>\$0.00</b>			<b>\$0.00</b>
<b>Due From</b>					
391 - Due From Other Funds	\$36,538.07	\$125,056.82			\$79,938.00
440 - Due from Other Governments Chips & sales tax	\$210,989.99	\$404,231.18			\$104,613.00
<b>Total for Due From</b>	<b>\$247,528.06</b>	<b>\$529,288.00</b>			<b>\$184,551.00</b>
<b>Other Assets</b>					
480 - Prepaid Expenses	\$4,704.14	\$4,710.09			\$6,268.00
<b>Total for Other Assets</b>	<b>\$4,704.14</b>	<b>\$4,710.09</b>			<b>\$6,268.00</b>

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**DB - Highway Part-town  
Balance Sheet**

<b>Payables</b>				
600 - Accounts Payable	\$900.00			
<b>Total for Payables</b>	<b>\$900.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Due to</b>				
630 - Due To Other Funds	\$241,286.17	\$500,939.66		\$247,016.00
<b>Total for Due to</b>	<b>\$241,286.17</b>	<b>\$500,939.66</b>		<b>\$247,016.00</b>
<b>Nonspendable Fund Balance</b>				
806 - Not In Spendable Form	\$4,704.14	\$4,710.09		
<b>Total for Nonspendable Fund Balance</b>	<b>\$4,704.14</b>	<b>\$4,710.09</b>		<b>\$0.00</b>
<b>Assigned Fund Balance</b>				
914 - Assigned Appropriated Fund Balance	\$50,000.00	\$0.00		
915 - Assigned Unappropriated Fund Balance	\$14,887.84	\$28,348.34		\$0.00
<b>Total for Assigned Fund Balance</b>	<b>\$64,887.84</b>	<b>\$28,348.34</b>		<b>\$0.00</b>
<b>Unassigned Fund Balance</b>				
917 - Unassigned Fund Balance		\$0.00		(\$56,197.00)

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**DB - Highway Part-town  
Balance Sheet**

	12/31/2023	12/31/2022
Total for Unassigned Fund Balance	\$0.00	\$0.00
		(\$56,197.00)
		\$56,197.00



Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

DB - Highway Part-town  
Results of Operations

				25,120.23	
<b>Non-Property Tax Items</b>					
1120 - Non Property Tax Distribution by County	\$227,318.00	\$307,366.65	\$250,000.00		
<b>Total for Non-Property Tax Items</b>	<b>\$227,318.00</b>	<b>\$307,366.65</b>	<b>\$250,000.00</b>		
<b>Departmental Income</b>					
1289 - Other General Departmental Income	\$13,810.48	-	-		
<b>Total for Departmental Income</b>	<b>\$13,810.48</b>	<b>\$0.00</b>	<b>\$0.00</b>		
<b>Intergovernmental Charges</b>					
2300 - Transportation Services Other Governments Highway contract from Village	\$14,707.00	\$14,707.00	\$1,934.00		
<b>Total for Intergovernmental Charges</b>	<b>\$14,707.00</b>	<b>\$14,707.00</b>	<b>\$1,934.00</b>		
<b>Use of Money and Property</b>					
2401 - Interest and Earnings	\$98.15	\$369.92	\$30.00		
<b>Total for Use of Money and Property</b>	<b>\$98.15</b>	<b>\$369.92</b>	<b>\$30.00</b>		
<b>Sales of Property and Compensation for Loss</b>					
2650 - Sales of Scrap and Excess Materials	\$296.10	-	-		
<b>Total for Sales of Property and Compensation for Loss</b>	<b>\$296.10</b>	<b>\$0.00</b>	<b>\$0.00</b>		
<b>State Aid</b>					
3089 - State Aid Other	-	\$91,139.17	-		

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**DB - Highway Part-town  
Results of Operations**

3501 - State Aid Consolidated Highway Aid		\$123,413	\$244,902.42	\$104,613.00
Total for State Aid		\$60,471.93	\$336,041.59	\$104,613.00
		\$216,701.66	\$58,485.5	\$156,577.00

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**DB - Highway Part-town  
Results of Operations**

<b>Transportation</b>			
<b>Highway</b>			
51101 - Maintenance of Roads - Personal Services	\$96,771.87	\$155,213.35	\$122,820.00
51104 - Maintenance of Roads - Contractual	\$36,263.93	\$84,281.83	\$53,755.00
51122 - Permanent Improvements Highway - Equipment and Capital Outlay	\$59,333.08	\$257,041.52	\$195,752.00
51304 - Machinery - Contractual	-	-	\$167.00
<b>Total for Highway</b>	<b>\$192,368.88</b>	<b>\$496,536.70</b>	<b>\$372,494.00</b>
<b>Total for Transportation</b>	<b>\$192,368.88</b>	<b>\$496,536.70</b>	<b>\$372,494.00</b>
<b>Employee Benefits</b>			
<b>Employee Benefits</b>			
90108 - State Retirement System - Employee Benefits	\$17,763.82	\$6,475.23	\$39,823.00
90308 - Social Security - Employee Benefits	\$7,343.34	\$12,522.99	\$9,604.00
90408 - Workers' Compensation - Employee Benefits	\$12,837.97	\$10,313.19	\$12,909.00
90608 - Hospital, Medical and Dental Insurance - Employee Benefits	\$49,854.10	\$43,381.82	\$46,364.00
<b>Total for Employee Benefits</b>	<b>\$87,799.23</b>	<b>\$72,693.23</b>	<b>\$108,700.00</b>
<b>Total for Employee Benefits</b>	<b>\$87,799.23</b>	<b>\$72,693.23</b>	<b>\$108,700.00</b>

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

DB - Highway Part-town  
Results of Operations

	12/31/2023	12/31/2022	12/31/2021
	5,430,168.74	5,593,248.23	5,755,191.00

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**DB - Highway Part-town  
Changes in Fund Balance**

8021 - Fund Balance - Beginning of Year	\$33,060.00	(\$56,197.00)	\$51,337.00
8012 - Prior Period Adjustment OR Change in Accounting Principle - Increase in Fund Balance	-	-	\$17,083.00
8022 - Restated Fund Balance - Beginning of Year	\$33,060.00	(\$56,197.00)	\$68,420.00
Add Revenues and Other Sources	\$316,701.66	\$658,485.16	\$356,577.00
Deduct Expenditures and Other Uses	\$280,168.11	\$569,229.93	\$481,194.00
8029 - Fund Balance - End of Year	\$69,593.55	\$33,060.00	(\$56,197.00)

## DB - Highway Part-town Adopted Budget Summary

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1. The first step in the process of identifying a problem is to recognize that a problem exists. This involves gathering information about the situation and identifying the specific issue that needs to be addressed.

## H - Capital Projects Balance Sheet

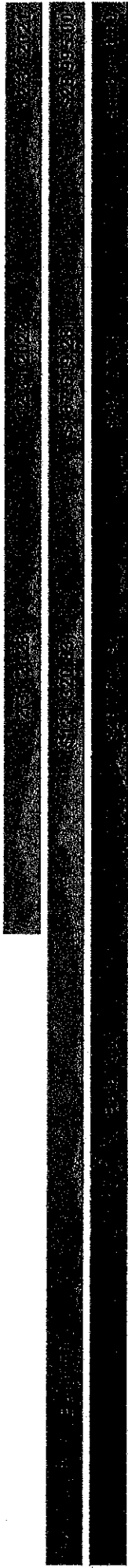
OSC Municipality Code 420324200000



## H - Capital Projects Balance Sheet

OSC Municipality Code 420324200000

## H - Capital Projects Balance Sheet

A vertical strip of film, likely a negative, showing a dark, textured surface. The strip is oriented vertically and appears to be a scan of a physical film strip. The texture is grainy and uneven, with some lighter and darker areas, suggesting it might be a scan of a film negative or a scan of a film strip that has been developed. The strip is oriented vertically and appears to be a scan of a physical film strip. The texture is grainy and uneven, with some lighter and darker areas, suggesting it might be a scan of a film negative or a scan of a film strip that has been developed. The strip is oriented vertically and appears to be a scan of a physical film strip. The texture is grainy and uneven, with some lighter and darker areas, suggesting it might be a scan of a film negative or a scan of a film strip that has been developed.

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**H - Capital Projects  
Results of Operations**

<b>Use of Money and Property</b>				
2401 - Interest and Earnings	\$66.98	\$1.82		\$11.00
<b>Total for Use of Money and Property</b>	<b>\$66.98</b>	<b>\$1.82</b>		<b>\$11.00</b>
<b>State Aid</b>				
3990 - State Aid Sewer Capital Projects	\$234,145.72	\$137,218.04		\$1,446,767.00
<b>Total for State Aid</b>	<b>\$234,145.72</b>	<b>\$137,218.04</b>		<b>\$1,446,767.00</b>
<b>Proceeds of Obligations</b>				
5710 - Serial Bonds	-	\$1,331,814.00		-
5731 - BANS Redeemed from Appropriations	\$2,700.00	-		-
<b>Total for Proceeds of Obligations</b>	<b>\$2,700.00</b>	<b>\$1,331,814.00</b>		<b>\$0.00</b>

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**H - Capital Projects  
Results of Operations**


<b>General Government Support</b>			
<b>Finance</b>			
13552 - Assessment - Equipment and Capital Outlay	-	\$4,428.00	-
<b>Total for Finance</b>	\$0.00	\$4,428.00	\$0.00
<b>Municipal Staff</b>			
14402 - Engineer - Equipment and Capital Outlay	\$10,685.00	\$14,255.00	-
<b>Total for Municipal Staff</b>	\$10,685.00	\$14,255.00	\$0.00
<b>Total for General Government Support</b>	\$10,685.00	\$18,683.00	\$0.00
<b>Home and Community Services</b>			
<b>Sewage</b>			
81302 - Sewage Treatment and Disposal - Equipment and Capital Outlay	\$201,445.36	\$184,201.14	\$1,445,691.00
<b>Total for Sewage</b>	\$201,445.36	\$184,201.14	\$1,445,691.00
<b>Natural Resources</b>			
87972 - Sanitation - Equipment and Capital Outlay	-	\$0.00	-
<b>Total for Natural Resources</b>	\$0.00	\$0.00	\$0.00
<b>Total for Home and Community Services</b>	\$201,445.36	\$184,201.14	\$1,445,691.00

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**H - Capital Projects  
Results of Operations**

<b>Debt Service</b>				
<b>Debt Service</b>				
97306 - Bond Anticipation Notes - Debt Principal	\$2,700.00	-	-	
97307 - Bond Anticipation Notes - Debt Interest	\$5,783.89	\$950.00	-	
<b>Total for Debt Service</b>	<b>\$8,483.89</b>	<b>\$950.00</b>	<b>\$0.00</b>	
<b>Total for Debt Service</b>	<b>\$8,483.89</b>	<b>\$950.00</b>	<b>\$0.00</b>	

## H - Capital Projects

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Town of Duaneburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**SD - Special District(s) Drainage  
Balance Sheet**

<b>Cash and Cash Equivalents</b>			
200 - Cash	\$1,000.00	-	\$3,385.00
201 - Cash In Time Deposits	-	\$0.00	
<b>Total for Cash and Cash Equivalents</b>	<b>\$1,000.00</b>	<b>\$0.00</b>	<b>\$3,385.00</b>
<b>Due From</b>			
391 - Due From Other Funds	\$4,385.00	\$4,385.00	
<b>Total for Due From</b>	<b>\$4,385.00</b>	<b>\$4,385.00</b>	<b>\$0.00</b>

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**SD - Special District(s) Drainage  
Balance Sheet**

				12/31/2023
<b>Assigned Fund Balance</b>				
915 - Assigned Unappropriated Fund Balance	\$5,385.00	\$4,385.00		\$3,385.00
<b>Total for Assigned Fund Balance</b>	<b>\$5,385.00</b>	<b>\$4,385.00</b>		<b>\$3,385.00</b>



### SD - Special District(s) Drainage Results of Operations

OSC Municipality Code 420324200000

SD - Special District(s) Drainage  
Results of Operations

SD - Special District(s) Drainage  
Changes in Fund BalanceOSC Municipality Code 420324200000

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

SF - Special District(s) Fire Protection  
Balance Sheet

<b>Cash and Cash Equivalents</b>				
200 - Cash	\$311.44	\$0.00	\$0.00	
<b>Total for Cash and Cash Equivalents</b>	<b>\$311.44</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>Restricted Investments</b>				
461 - Service Award Program Assets	\$693,066.00	\$745,193.00	\$781,671.00	
<b>Total for Restricted Investments</b>	<b>\$693,066.00</b>	<b>\$745,193.00</b>	<b>\$781,671.00</b>	
<b>Due From</b>				
391 - Due From Other Funds	\$668.00	-	-	
440 - Due from Other Governments	-	\$668.00	\$678.00	
<b>Total for Due From</b>	<b>\$668.00</b>	<b>\$668.00</b>	<b>\$678.00</b>	

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**SF - Special District(s) Fire Protection  
Balance Sheet**

<b>Due to</b>				
630 - Due To Other Funds	\$4,933.99	\$4,933.99	\$4,744.00	
631 - Due To Other Governments	-	-	\$0.00	
<b>Total Due to</b>	<b>\$4,933.99</b>	<b>\$4,933.99</b>	<b>\$4,744.00</b>	
<b>Restricted Fund Balance</b>				
895 - Restricted for Service Award Program	\$689,111.45	\$740,927.01	\$777,605.00	
<b>Total Restricted Fund Balance</b>	<b>\$689,111.45</b>	<b>\$740,927.01</b>	<b>\$777,605.00</b>	

### SF - Special District(s) Fire Protection Results of Operations

OSC Municipality Code 420324200000

### SF - Special District(s) Fire Protection Results of Operations

OSC Municipality Code 420324200000

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**SF - Special District(s) Fire Protection  
Changes in Fund Balance**

8021 - Fund Balance - Beginning of Year		\$740,927.01	\$777,605.00	\$702,893.00
8012 - Prior Period Adjustment OR Change in Accounting Principle - Increase in Fund Balance		-	-	\$36,514.00
8022 - Restated Fund Balance - Beginning of Year		\$740,927.01	\$777,605.00	\$739,407.00
Add Revenues and Other Sources		\$521,664.03	\$512,149.01	\$511,681.00
Deduct Expenditures and Other Uses		\$573,479.59	\$548,827.00	\$473,483.00
8029 - Fund Balance - End of Year		\$689,111.45	\$740,927.01	\$777,605.00



Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

SL - Special District(s) Lighting  
Balance Sheet

Cash and Cash Equivalents			
200 - Cash	\$7,191.32	\$8,311.94	\$33,570.00
Total for Cash and Cash Equivalents	\$7,191.32	\$8,311.94	\$33,570.00
Due From			
391 - Due From Other Funds	\$33,570.00	\$33,570.00	-
Total for Due From	\$33,570.00	\$33,570.00	\$0.00

SL - Special District(s) Lighting  
Balance Sheet08

### SL - Special District(s) Lighting Results of Operations

OSC Municipality Code 420324200000

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**SL - Special District(s) Lighting  
Results of Operations**

Transportation			
Highway			
51824 - Street Lighting - Contractual	\$15,663.48	\$12,396.15	\$11,309.00
Total for Highway	\$15,663.48	\$12,396.15	\$11,309.00
Total for Transportation	\$15,663.48	\$12,396.15	\$11,309.00

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

SL - Special District(s) Lighting  
Changes in Fund Balance

8021 - Fund Balance - Beginning of Year	\$39,980.65	\$31,876.80	\$20,685.80		
8022 - Restated Fund Balance - Beginning of Year	\$39,980.65	\$31,876.80	\$20,685.80		
Add Revenues and Other Sources	\$14,000.00	\$20,500.00	\$22,500.00		
Deduct Expenditures and Other Uses	\$15,663.48	\$12,396.15	\$11,309.00		
8029 - Fund Balance - End of Year	\$38,317.17	\$39,980.65	\$31,876.80		

SS - Special District(s) Sewer  
Balance SheetOSC Municipality Code 420324200000

**SS - Special District(s) Sewer  
Balance Sheet**

OSC Municipality Code 420324200000

SS - Special District(s) Sewer  
Balance Sheet

OSC Municipality Code 420324200000



### SS - Special District(s) Sewer Results of Operations

OSC Municipality Code 420324200000

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**SS - Special District(s) Sewer  
Results of Operations**


**Home and Community Services**

<b>Sewage</b>			
81104 - Sewer Administration - Contractual	\$35,534.81	\$30,127.12	\$7,287.00
81202 - Sanitary Sewers - Equipment and Capital Outlay	\$37,514.77	\$4,553.46	\$286.00
81204 - Sanitary Sewers - Contractual	\$69,054.06	\$64,902.90	\$51,998.00
81301 - Sewage Treatment and Disposal - Personal Services	\$136,293.99	\$117,643.57	\$91,200.00
81302 - Sewage Treatment and Disposal - Equipment and Capital Outlay	\$43,757.92	\$1,276.39	\$2,317.00
81304 - Sewage Treatment and Disposal - Contractual	\$179,036.76	\$175,297.26	\$126,657.00
<b>Total for Sewage</b>	<b>\$501,192.31</b>	<b>\$393,800.70</b>	<b>\$279,745.00</b>
<b>Total for Home and Community Services</b>	<b>\$501,192.31</b>	<b>\$393,800.70</b>	<b>\$279,745.00</b>

**Employee Benefits**

<b>Employee Benefits</b>			
90108 - State Retirement System - Employee Benefits	\$6,178.72	\$2,181.00	\$14,688.00
90308 - Social Security - Employee Benefits	\$9,441.34	\$8,124.90	\$6,203.00
90408 - Workers' Compensation - Employee Benefits	\$3,890.30	\$2,865.98	\$3,922.00
90608 - Hospital, Medical and Dental Insurance - Employee Benefits	\$19,679.94	\$17,777.26	\$27,042.00
<b>Total for Employee Benefits</b>	<b>\$39,190.30</b>	<b>\$30,949.14</b>	<b>\$51,855.00</b>

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**SS - Special District(s) Sewer  
Results of Operations**

<b>Total for Employee Benefits</b>		\$39,190.30	\$30,949.14	\$51,855.00
<b>Debt Service</b>				
<b>Debt Service</b>				
97106 - Serial Bonds - Debt Principal		\$405,594.00	\$365,610.00	\$366,610.00
97107 - Serial Bonds - Debt Interest		\$21,461.51	\$5,592.39	-
<b>Total for Debt Service</b>		<b>\$427,055.51</b>	<b>\$371,202.39</b>	<b>\$366,610.00</b>
<b>Total for Debt Service</b>		<b>\$427,055.51</b>	<b>\$371,202.39</b>	<b>\$366,610.00</b>

Town of Duanesburg  
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**SS - Special District(s) Sewer  
Changes in Fund Balance**

8021 - Fund Balance - Beginning of Year	\$1,387,793.00	\$1,294,403.00	\$1,202,407.00
8012 - Prior Period Adjustment OR Change in Accounting Principle - Increase in Fund Balance	-	\$0.00	\$5,942.00
8022 - Restated Fund Balance - Beginning of Year	\$1,387,793.00	\$1,294,403.00	\$1,208,349.00
Add Revenues and Other Sources	\$871,192.78	\$889,337.92	\$784,264.00
Deduct Expenditures and Other Uses	\$967,438.12	\$795,952.23	\$698,210.00
8029 - Fund Balance - End of Year	\$1,291,547.66	\$1,387,793.00	\$1,294,403.00

Town of Duanesburg  
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**SS - Special District(s) Sewer  
Adopted Budget Summary**

1049 - Est Rev - Property Taxes	\$733,979.00	\$859,095.00	\$781,672.00	
1299 - Est Rev - Departmental Income	-	\$3,000.00	\$4,000.00	
2199 - Est Rev - Departmental Income	\$8,100.00	-	-	
	\$742,079.00	\$862,095.00	\$785,672.00	
599 - Appropriated Fund Balance	\$150,000.00	-	\$10,000.00	
	\$150,000.00	\$862,095.00	\$795,672.00	

### SS - Special District(s) Sewer Adopted Budget Summary

92 OSC Municipality Code 420324200000

Town of Duanesburg  
Annual Financial Report  
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**TC - Custodial  
Statement of Net Position**

<b>Cash and Cash Equivalents</b>				
200 - Cash	\$48,212.82	\$61,076.93		\$27,059.00
<b>Total for Cash and Cash Equivalents</b>	<b>\$48,212.82</b>	<b>\$61,076.93</b>		<b>\$27,059.00</b>
<b>Net Other Receivables</b>				
380 - Accounts Receivable	-	\$4,792.00		\$4,792.00
<b>Total for Net Other Receivables</b>	<b>\$0.00</b>	<b>\$4,792.00</b>		<b>\$4,792.00</b>
<b>Due From</b>				
391 - Due From Other Funds	\$21,179.69	\$2,551.74		\$1,167.00
<b>Total for Due From</b>	<b>\$21,179.69</b>	<b>\$2,551.74</b>		<b>\$1,167.00</b>

**TC - Custodial  
Statement of Net Position**

OSC Municipality Code 420324200000



Town of Duaneburg  
Annual Financial Report  
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TC - Custodial  
Results of Operations


### TC - Custodial Results of Operations

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**TC - Custodial  
Changes in Net Position**

8021 - Net Position - Beginning of Year	\$0.00	\$0.00	\$0.00
8022 - Restated Net Position - Beginning of Year	\$0.00	\$0.00	-
Add Revenues and Other Sources	\$0.00	\$0.00	\$0.00
Deduct Expenditures and Other Uses	\$0.00	\$0.00	\$0.00
8029 - Net Position - End of Year	\$0.00	\$0.00	\$0.00

**K - Schedule of Non-Current Government Assets**  
**Schedule of Non-Current Government Assets**

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Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**W - Schedule of Non-Current Government Liabilities**  
**Schedule of Non-Current Government Liabilities**

628 - Bonds Payable	\$6,570,874.00	\$6,976,468.00	\$6,010,264.00
	\$6,570,874.00	\$6,976,468.00	\$6,010,264.00
638 - Net Pension Liability Proportionate Share	\$409,088.00	\$0.00	\$2,351.00
	\$409,088.00	\$0.00	\$2,351.00

Town of Duanesburg  
Annual Financial Report  
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**Supplemental Schedules**

The Supplemental Schedules includes the following schedules:

- Statement of Indebtedness
- Bond Repayment
- Bank Reconciliation
- Employee and Retiree Benefits

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**Statement of Indebtedness  
Debt Summary**

Debt Type	Beginning Balance	Debt Issued	Principal Paid	Paid From debt Proceeds	Accreted Interest	Prior Year Adjustment	Ending Balance
Bond	\$0.00	\$0.00	\$405,594.00	\$0.00	\$0.00	\$6,976,468.00	\$6,570,874.00
Bond Anticipation Note	\$0.00	\$0.00	\$2,700.00	\$0.00	\$0.00	\$400,000.00	\$397,300.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$408,294.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,376,468.00</b>	<b>\$6,968,174.00</b>

Town of Duanesburg  
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**Statement of Indebtedness  
Debt Records**

Debt Type/Purpose	Lender Name	Issue Date	Maturity Date	Beginning Balance	Debt Issued	Principal Paid	Paid From Debt Proceeds	Prior Year Adjustment	Accreted Interest	Ending Balance
Bond SEWER BOND	EFC	12/31/22	3/1/52	\$0.00	\$0.00	\$0.00	\$0.00	\$1,331,814.00	\$0.00	\$1,331,814.00
Bond SEWER FINANCING	EFC	12/31/22	3/26/24	\$0.00	\$0.00	\$158,800.00	\$0.00	\$1,310,000.00	\$0.00	\$1,151,200.00
Bond EFC SEWER 2019	EFC	12/31/22	2/4/49	\$0.00	\$0.00	\$86,794.00	\$0.00	\$2,095,454.00	\$0.00	\$2,008,660.00
Bond EFC SEWER 2006	EFC	12/31/22	9/28/26	\$0.00	\$0.00	\$160,000.00	\$0.00	\$2,239,200.00	\$0.00	\$2,079,200.00
Bond Anticipation Note UV PROJECT-RENEWAL		12/31/22	3/28/24	\$0.00	\$0.00	\$2,700.00	\$0.00	\$400,000.00	\$0.00	\$397,300.00



Town of Duaneburg  
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**Bond Repayment**

Fiscal Year Ending	Bond Principal Due	Bond Interest Due	Total Due	Remaining Principal Balance
2024	\$6,570,874.00	\$0.00	\$6,570,874.00	\$0.00
2025	\$0.00	\$0.00	\$0.00	\$0.00
2026	\$0.00	\$0.00	\$0.00	\$0.00
2027	\$0.00	\$0.00	\$0.00	\$0.00
2028	\$0.00	\$0.00	\$0.00	\$0.00
2029	\$0.00	\$0.00	\$0.00	\$0.00
2030	\$0.00	\$0.00	\$0.00	\$0.00
2031	\$0.00	\$0.00	\$0.00	\$0.00
2032	\$0.00	\$0.00	\$0.00	\$0.00
2033	\$0.00	\$0.00	\$0.00	\$0.00
2034	\$0.00	\$0.00	\$0.00	\$0.00
2035	\$0.00	\$0.00	\$0.00	\$0.00
2036	\$0.00	\$0.00	\$0.00	\$0.00

Town of Duanesburg  
Annual Financial Report  
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Fiscal Year Ending	Bond Principal Due	Bond Interest Due	Total Due	Remaining Principal Balance
2037	\$0.00	\$0.00	\$0.00	\$0.00
2038	\$0.00	\$0.00	\$0.00	\$0.00
2039	\$0.00	\$0.00	\$0.00	\$0.00
2040	\$0.00	\$0.00	\$0.00	\$0.00
2041	\$0.00	\$0.00	\$0.00	\$0.00
2042	\$0.00	\$0.00	\$0.00	\$0.00
2043	\$0.00	\$0.00	\$0.00	\$0.00
2044	\$0.00	\$0.00	\$0.00	\$0.00
2045	\$0.00	\$0.00	\$0.00	\$0.00
2046	\$0.00	\$0.00	\$0.00	\$0.00
2047	\$0.00	\$0.00	\$0.00	\$0.00
2048	\$0.00	\$0.00	\$0.00	\$0.00
2049	\$0.00	\$0.00	\$0.00	\$0.00
2050	\$0.00	\$0.00	\$0.00	\$0.00

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

Fiscal Year Ending	Bond Principal Due	Bond Interest Due	Total Due	Remaining Principal Balance
2051	\$0.00	\$0.00	\$0.00	\$0.00
2052	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$6,570,874.00</b>	<b>\$0.00</b>	<b>\$6,570,874.00</b>	
<b>\$6,570,874.00 Total Bond Ending Balance for Statement of Indebtedness.</b>				

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**Bank Reconciliation**

**Accounts**

Account No	Account Type	Associated Fund(s)	Bank Balance	Deposits In Transit	Outstanding Checks	Adjustments	Total
1855	Checking	A	\$2,058.92	\$0.00	\$0.00	\$0.00	\$2,058.92
1943	Checking	SL	\$1,586.70	\$0.00	\$0.00	\$0.00	\$1,586.70
4131	Checking	TC	\$51,461.07	\$0.00	(\$3,248.25)	\$0.00	\$48,212.82
5642	Checking	A	\$588,313.55	\$0.00	\$0.00	\$0.00	\$588,313.55
7211	Checking	A	\$101,589.40	\$375.85	(\$63,264.65)	\$0.00	\$38,700.60
9913	Checking	DA	\$139,901.29	\$0.00	\$0.00	\$0.00	\$139,901.29
9924	Checking	A, SF	\$120,045.03	\$0.00	\$0.00	\$0.00	\$120,045.03
5946	Checking	DB, SD	\$60,545.95	\$0.00	\$0.00	\$0.00	\$60,545.95
1844	Checking	SS	\$239,954.19	\$0.00	\$0.00	\$0.00	\$239,954.19
1994	Checking	SL	\$4,101.41	\$0.00	\$0.00	\$0.00	\$4,101.41
2001	Checking	SL	\$1,503.21	\$0.00	\$0.00	\$0.00	\$1,503.21
2181	Checking	CM	\$29,192.70	\$0.00	\$0.00	\$0.00	\$29,192.70

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

Accounts

Account No.	Account Type	Associated Fund(s)	Bank Balance	Deposits in Transit	Outstanding Checks	Adjustments	Total
2688	Checking	SS	\$135,647.12	\$0.00	\$0.00	\$0.00	\$135,647.12
3975	Checking	H	\$68.80	\$0.00	\$0.00	\$0.00	\$68.80
4254	Checking	CD	\$2,871.83	\$0.00	\$0.00	\$0.00	\$2,871.83
6924	Checking	A	\$8,369.24	\$0.00	\$0.00	\$0.00	\$8,369.24
8041	Checking	SS	\$641,407.26	\$0.00	(\$375.80)	\$0.00	\$641,031.46
8066	Checking	H	\$257,974.39	\$0.00	\$0.00	\$0.00	\$257,974.39
5476	Checking	CD	\$8,108.84	\$0.00	\$0.00	\$0.00	\$8,108.84
7280	Checking	CD	\$3,773.60	\$0.00	\$0.00	\$0.00	\$3,773.60
5873	Checking	B	\$136,893.19	\$0.00	\$0.00	\$0.00	\$136,893.19
<b>Total</b>			\$2,535,367.69	\$375.85	(\$66,888.70)	\$0.00	\$2,468,854.84
<b>Total Cash From Financials</b>							\$2,468,854.84

Town of Duaneburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**Bank Reconciliation**

**Collateralization of Cash**

<b>Total Bank Balance</b>	\$2,535,367.69
<b>FDIC Insurance</b>	\$250,000.00
Collateralized with Securities held in possession of the municipality or its agent or otherwise secured	\$2,285,367.69
<b>Total of FDIC Insurance and Collateralized with securities held in possession of the municipality or its agent or otherwise secured</b>	<b>\$2,535,367.69</b>

**Investments and Collateralization of Investments**

<b>Investments From Financials</b>	
Market Value as of Fiscal Year End Date	\$0.00
Collateralized with Securities held in possession of the municipality or its agent or otherwise secured	\$0.00

Town of Duanesburg  
Annual Financial Report  
For the Fiscal Period 01/01/2023 - 12/31/2023

**Employee and Retiree Benefits**

**Total Number**

Full Time Employees	Part Time Employees	Volunteers with Paid Benefits	Retirees with Paid Benefits
17	16		

**Number Receiving Benefits**

Benefit	Amount	Full Time	Part Time	Volunteer	Retiree
State Retirement System	\$77,234.00	14	6		
Police Retirement					
Fire Retirement					
Local Pension Fund	\$54,902.00	0	0		
Social Security	\$69,300.18	17	16		
Worker's Compensation	\$38,892.96	0	0		
Life Insurance					
Unemployment Insurance					
Disability Insurance					
Hospital, Medical and Dental Insurance	\$186,627.18	11	0		
Union Welfare Benefits					
Supplemental Benefit Payments to Disabled Firefighters					
Employee Benefits, Other					
<b>Total Employee Benefits Paid</b>	<b>\$426,956.32</b>				





**TOWN OF DUANESBURG**

**RESOLUTION NO. 652024**

**March 28, 2024**

**WHEREAS**, General Municipal Law § 103 and the Town of Duanesburg Procurement Policy authorize the Town of Duanesburg Town Board to seek competitive bids for certain improvements to the Town Hall (the "Town Hall Addition"); and

**WHEREAS**, the Town desired to seek bids for the Town Hall Addition as described in detail in the attached request for bids (the "RFB") documents prepared by Town Staff and Whiteman, Osterman & Hanna LLP; and

**WHEREAS**, the Town worked with Northeast Log Homes to prepare the design plans for the Town Hall Addition and the Town Supervisor has recused himself on the design work on the Town Hall Addition and on this vote; and

**WHEREAS**, the Town duly advertised the RFB on the Town website, on the Town Bulletin Board, and in the Daily Gazette; and

**WHEREAS**, the Town will held a non-mandatory walk-through at 2:00 P.M. local time on February 15, 2024 at the project site, located at 5853 Western Turnpike, Duanesburg, New York, 12056; and

**WHEREAS**, the respondent inquiry period ended at 2:00 P.M. local time on February 23, 2024; and

**WHEREAS**, all submissions were due and were submitted on March 14, 2024 by 3:00 P.M.; and

**WHEREAS**, the Town Board opened the sealed bids at its regular Town Board meeting on March 14, 2024 and thereafter reviewed and followed up with the bidders to confirm the information provided; and

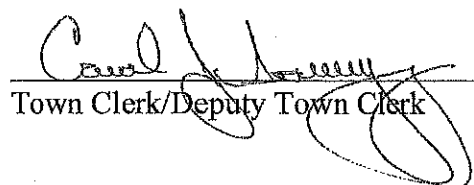
**WHEREAS**, the Town Board intends that the Town Hall Addition is to be funded, in whole or in part, using American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds and will be subject to the applicable provisions and requirements of the U.S. Department Of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms And Conditions (OMB Approved 1505-0271) and Assurances Of Compliance With Civil Rights Requirements (OMB Approved 1505-0271); and

**WHEREAS**, the Town Board has determined that no borrowing will be required for the Town Hall Addition and thus this decision is not subject to permissive referendum; and

**WHEREAS**, the Town Board determined that the proposed Town Hall Addition is a Type 2 action pursuant to SEQRA; and

**NOW, THEREFORE, BE IT RESOLVED** that after review and consideration of the bids, the Town Board hereby accepts the bid by Fritz Construction LLC in the amount of \$266,600.00 for the Town Hall Addition work as described in the approved bid documents and in the response to the bid and authorizes the Deputy Town Supervisor to enter into the contract included in the bid documents for the work to be undertaken in accordance with the bid specifications and the response provided by the low bidder.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of March 28, 2024.

  
Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

William Wenzel	Recused		
Nicholas Passonno	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Michael Santulli	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Dianne Grant	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Andrew Lucks	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain

# AIA® Document A104® – 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

**AGREEMENT** made as of the     day of April     in the year 2024  
(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)

Fritz Construction LLC  
4554 Delaware Turnpike  
Rensselaerville, New York 12147

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

Town Hall Addition  
5853 Western Turnpike  
Duanesburg, New York 12056

(Paragraph deleted)  
, address and other information)

N/A

The Owner and Contractor agree as follows.

### 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.

Init.

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User Notes:

(1211518052)

## TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
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## 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.

Init.

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User Notes:

(1211518052)

- ☐ 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 ninety ( 90 ) calendar days from the date of commencement of the Work.
- ☐ By the following date:

(Paragraph deleted)

(Table deleted)

(Paragraph deleted)

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 Two Hundred Sixty-Six Thousand Six Hundred Dollars and 00/100ths (\$ 266,600.00 ), 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

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

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#### 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:

Thirty (30) days after Final Completion

#### 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

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☒ 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:

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.

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[ ] 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
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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 attached as **Exhibit A**

Contractor's Response to RFP dated March 9, 2024 as supplemented and clarified by response to questions dated March 21, 2024, 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.

### § 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

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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

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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

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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.

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### **§ 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.

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## 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)*

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### **§ 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 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

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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 ("Final Completion"), 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.

Without limiting the foregoing, the Contractor shall be responsible to ensure that the building is secured at the lower level each night as well as the surrounding work site.

### § 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:

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**§ 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

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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**

§ 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.

§ 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.

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§ 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.

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- 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.

##### **§ 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)*

Dale Warner  
Deputy Supervisor  
Town of Duanesburg  
5853 Western Turnpike  
Duanesburg, New York 12056

**§ 19.5 The Contractor's representative:**

*(Name, address, email address and other information)*

Mark Fritz  
Fritz Construction LLC  
4554 Delaware Turnpike  
Rensselaerville, New York 12147

**§ 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

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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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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.

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## **§ 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 national 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

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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,

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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.

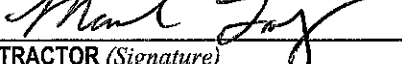
This Agreement entered into as of the day and year first written above.

Town of Duanesburg

 Deputy Supervisor  
OWNER (Signature)

William Wenzel, Town Supervisor  
(Printed name and title)

Fritz Construction LLC

  
CONTRACTOR (Signature)

Mark Fritz, Member  
(Printed name and title)

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*[Faint, illegible text, likely bleed-through from the reverse side of the page]*

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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.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:03:43 ET on 04/04/2024.

## PAGE 1

**AGREEMENT** made as of the day of April in the year 2024

...

*(Name, legal status, address and other information)*

Town of Duanesburg  
5853 Western Turnpike  
Duanesburg, New York 12056

...

Fritz Construction LLC  
4554 Delaware Turnpike  
Rensselaerville, New York 12147

...

Town Hall Addition  
5853 Western Turnpike  
Duanesburg, New York 12056

~~The Architect:~~

*(Name, legal status, address and other information)*

N/A

...

The Owner and Contractor agree as follows.

PAGE 2

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

PAGE 3

☒ Not later than ninety ( 90 ) calendar days from the date of commencement of the Work.

...  
~~§ 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.~~

...  
☒ Stipulated Sum, in accordance with Section 3.2 below

...  
~~§ 3.2 The Stipulated Sum shall be Two Hundred Sixty-Six Thousand Six Hundred Dollars and 00/100ths (\$266,600.00), subject to additions and deductions as provided in the Contract Documents.~~

...  
*(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)**

~~§ 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.)*

PAGE 4

§ 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.~~

...  
Thirty (30) days after Final Completion

PAGE 5

[ ☒ ] 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 attached as Exhibit A  
Contractor's Response to RFP dated March 9, 2024 as supplemented and clarified by response to questions dated March 21, 2024, 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 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.

...

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.

#### PAGE 7

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

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.~~

### PAGE 8

§ 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.

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**§ 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.

...

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.

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**§ 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.

...

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.

...

§ 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.

...

## **§ 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, 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.

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## **§ 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-performed ("Final Completion").~~ the 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.

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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.

Without limiting the foregoing, the Contractor shall be responsible to ensure that the building is secured at the lower level each night as well as the surrounding work site.

...

§ 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.

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~~§ 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

...

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 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.

...

§ 17.1.12 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 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~~ 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.

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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.

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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.~~

...

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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Dale Warner  
Deputy Supervisor  
Town of Duaneburg  
5853 Western Turnpike  
Duaneburg, New York 12056

...

Mark Fritz

Fritz Construction LLC  
4554 Delaware Turnpike  
Rensselaerville, New York 12147

...

§ 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

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User Notes:

(1211518052)



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)



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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 Duaneburg

Fritz Construction LLC

 Deputy Supervisor  
William Wenzel, Town Supervisor

Mark Fritz, Member 

## **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 14:03:43 ET on 04/04/2024 under Order No. 4104248914 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.

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*(Signed)*

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*(Title)*

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*(Dated)*

