# AGREEMENT BETWEEN THE COUNTY OF ALBANY, ASM GLOBAL AND ATALIAN US NORTHEAST, LLC FOR CLEANING SERVICES AT THE ALBANY COUNTY MVP ARENA

#### PURSUANT TO RES. NO. 332 ADOPTED SEPTEMBER 12, 2022

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and Atalian US Northeast, LLC, a Delaware limited liability company, registered to do business in New York State, with its principal place of business located at 525 Washington Blvd., 25<sup>th</sup> Floor, Jersey City, New Jersey 07310 (hereinafter, the "Contractor") and ASM Global, as management agent for the County at the Albany County MVP Arena, with a principal place of business located at 51 South Pearl Street, Albany New York 12207 (hereinafter called "ASM," and with the County and Contractor, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

#### WITNESSETH:

WHEREAS, the County requires cleaning services at the Albany County MVP Arena (hereinafter, the "MVP Arena"); and

WHEREAS, ASM, the County's managerial agent at the MVP Arena, issued a request for bids for the aforesaid cleaning services, said request having been denominated as RFB #MVP2022-01, issued on June 26, 2022 and published on July 7, 2022 (hereinafter, the "RFB"); and

WHEREAS, ASM issued two (2) addenda to the RFB, the first on July 15, 2022 (hereinafter the "Addendum #1") and the second on July 25, 2022 (hereinafter, the "Addendum #2," and together with the Addendum #1, may be referred to herein as the "Addenda"); and

WHEREAS, the Contractor submitted a Bid dated July 27, 2022 for the aforesaid cleaning services; and

WHEREAS, the County has accepted the Bid of the Contractor as the lowest responsible bidder; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an agreement with Contractor for the cleaning services via Resolution No. 332 for 2022, adopted September 12, 2022; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

# ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement, the RFB, which is incorporated by reference and made a part hereof; the Addenda, which are incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively, may be referred to herein as "the Agreement").
- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addenda, in the following order: Addendum #2, Addendum #1; 3 the RFB; 4) the Bid.

# ARTICLE 2. SCOPE OF SERVICES

- 2.1 Together and consistent with the Addenda, the Contractor shall provide all of the cleaning services described in the RFB at the section describing the MVP Arena Cleaning Specifications, unnumbered pages 1 through 7, the cleaning the Kalwal Systems, at numbered page 21 and the following page, the Milliken Recommended Carpet Maintenance Procedures, at numbered pages 1 and 2, and as requested by the County and/or ASM Global (hereinafter, the "work"); provide the work in the manner described in the RFB; meet all of the RFB's terms, conditions, requirements, provisions, etc.; provide any and all equipment, supplies, labor, goods, materials and incidentals necessary to perform all the work; and the work shall include, but is not limited to, the following:
  - 2.1.1 If required, coordinating with the ASM Global regarding the scope of work, said coordination to occur before, during and after performing the work; and
  - 2.1.2 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards.
- 2.2 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.
- 2.3 The quality of work and services the Contractor renders shall be subject to inspection by the County at any time. Inspection by the County shall not relieve the Contractor of the These subparagraphs are mostly Contraction-contract specific, but you could use some of the language in a general services agreement, if applicable.

- 2.4 The Contractor shall not perform any work beyond that set forth or described in this Agreement (hereinafter, the "extra work") unless it has obtained prior written approval from the County or ASM Global.
- 2.5 The Contractor shall render all work and services in a professional and workmanlike manner.

# ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, compensation rates as described below:

Event	Attendance/Type Less than 4,501 4,501 -6,500 6501 -8,999 9,000 -10,999 Greater than 10,999 Double Events Triple Events Confetti Clean Up Dirt Tracks Circus Block Party Porters for trade shows (hourly rate)	Compensation \$2,312.00 \$2,818.00 \$3,326.00 \$3,889.00 \$5,407.00 \$6,809.00 \$8,906.00 \$1,243.00 \$3,002.00 \$2,279.00 \$1,418.00 \$21.40
•	Weekly Cleaning MVP Arena Proper Weekly Cleaning MVP Arena Atrium Weekly Cleaning MVP Arena Garage Add Alternate: Weekly Cleaning Plaza Walkway	\$7,105.00 \$1,777.00 \$1,777.00 \$1,722.00.

3.2 The parties agree that total compensation for the term of this Agreement shall not exceed:

Weekly Cleaning - MVP Arena Proper	\$7,105.00/week \$369,460.00/annually
Weekly Cleaning - MVP Arena Atrium	\$1,777.00/week \$92,404.00/annually
Weekly Cleaning - MVP Arena Garage	\$1,777.00/week \$92,404.00/annually

3.2 The compensation rates/pricing set forth in the Bid shall remain firm for the entire term of this Agreement, and renewal term(s), if any.

#### ARTICLE 4. PAYMENT

- 4.1 Prior to payment, the items furnished and or work performed by the Contractor shall be inspected by ASM Global or its designee to determine conformity to specification. No payment shall be made for items or work not meeting specification.
- 4.2 Upon the Contractor's submission of an invoice, allowable on a weekly basis, together with a certified payroll, payment shall be made to the Contractor by ASM Global in accordance with the compensation rates described in Paragraph 3.1, after review and approval by ASM Global of said invoice.
- 4.3 Payment Terms: Net 30 following issuance of invoice. Such invoices shall be substantially in the form as provided herein as Schedule 1 (Contractor Form Invoice).

# ARTICLE 5. TERM OF THE AGREEMENT

The term of the Agreement shall commence on October 19, 2022 and shall continue in effect through September 30, 2025 (the "Initial Term"). At the end of the Initial Term, upon mutual agreement of the Parties, the Agreement may be renewed for one (1) additional three-year term.

# ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

- 6.1. This Agreement may be terminated by the County and/or ASM Global, as follows:
  - 6.1.1 If at any time during the term of the Agreement, ASM Global deems the Contractor has failed to meet the requirements of the Agreement, ASM Global shall issue a written notice, detailing the non-performance, and the Contractor shall be provided sufficient time to respond in writing to said notice;
  - 6.1.2 After review of the written response, if any, ASM Global shall set forth the reasonable time to remedy the work that was not performed by the Contractor, and shall have discretion to charge the Contractor a fine of up to FIVE HUNDRED AND 00/100 DOLLARS (\$500.00); and
  - 6.1.3 During the term of the Agreement, after the issuance of more than four (4) non-performance notices which have included the imposition of fines, the County or ASM Global may terminate the Agreement for cause.
  - 6.1.4 In the event of termination, ASM Global shall pay the Contractor for all services rendered prior to the effective date of termination and, unless directed otherwise by the ASM Global, services will continue to be performed up to and including the date of termination.
- 6.2 The Contractor may terminate this Agreement if SMG and the County is substantially in breach of it.

- 6.3 In the event of a breach by the Contractor, the Contractor shall pay to the County and ASM Global together, all direct damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute vendor.
- 6.4 Except with respect to damages arising out of third party claims indemnifiable pursuant to Article 12, no Party shall be liable to the other Party for any consequential, indirect, special, incidental, penalty or similar damages (including lost profits), even if such other party has advised the first party of the possibility of such potential liability, and the maximum cumulative liability of the Contractor under the Agreement shall be the applicable limit under the Contractor's policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than \$8,000,000 in the aggregate.

#### ARTICLE 7. ASSIGNMENT

- 7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.
- 7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

#### ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

#### ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Contractor to the end that work may proceed expeditiously and economically.

### ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression,

military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

# ARTICLE 11. RELATIONSHIP OF THE PARTIES

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

#### ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify, and save harmless the County, ASM Global, MVP Healthcare; and all their respective their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, to the extent of its or their responsibility for such claims, damages, losses and expenses.

#### ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

# ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

#### ARTICLE 15. RECORDS

- 15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.
- 15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.
- 15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

6

# ARTICLE 16. INSURANCE; BONDS

- 16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the following as additional insureds: the County of Albany, ASM Global, MVP Healthcare, and all their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers. The policies shall also designate the Bid #MVP2022-01, and said policies may only be changed upon thirty (30) days prior written approval by the County and ASM Global.
- 16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.
- 16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.
- 16.4 In addition to the insurance policies described in Paragraphs 16.1 through 16.3 above, the Contractor shall provide the County and ASM Global together, with a performance bond in the amount of ONE HUNDRED THOUSAND AND 00/100 DOLLARS, prior to commencing any work described in this Agreement.

# ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

#### ARTICLE 18. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

# ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

# ARTICLE 20, HEADINGS - CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend, or affect the provisions hereof.

#### ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

# ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

# ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

#### ARTICLE 24. EXTRA WORK/SERVICES

If the Contractor is of the opinion that any work/services it has been directed to perform is beyond the scope of this Agreement and constitutes extra work/services, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work/services is in fact beyond the scope of this Agreement and whether or not it constitutes extra work/services. In the event the County determines such work does constitute extra work/services, it shall provide extra compensation to the Contractor on a negotiated basis.

# ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW 220 [3-a]a.

# ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with N.Y. GENERAL MUNICIPAL LAW § 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

a. Provided goods or services of \$20 Million or more in the energy sector of Iran including, but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

# ARTICLE 27. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

27.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by the County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

27.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

27.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter, the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

# ARTICLE 28. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with N.Y. LABOR LAW § 220-h, this Agreement requires that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the

work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

# ARTICLE 29. MISCELLANEOUS PROVISIONS

- 29.1 In addition to the MacBride Principles of Fair Employment, Non-Interruption of Work (per Res. No. 298 for 1986) and Iranian Energy Sector Divestment policies described above, the Contractor also acknowledges that it shall follow all of the other policies and procedures contained in the RFB, including, but not limited to, the Affirmative Action Policy.
- 29.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.
- 29.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
- 29.4 If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
- 29.5 The County shall bear no responsibility other than that set forth in this Agreement.
- 29.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

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SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

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DATED:  $\frac{9/29/2 \cdot 22}{}$ 

Daniel P. McCoy

County Executive \

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Daniel C. Lynch

Deputy County Executive

ATALIAN US NORTHEAST, LLC

DATED: 17 Spotember 20272

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ASM GLOBAL

DATED: September 29, 2022

Robert Belber, General Manager

STATE OF NEW YORK ) COUNTY OF ALBANY ) SS.:

On the \_\_\_\_day of \_\_\_\_\_, 2022, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK ) COUNTY OF ALBANY ) SS.:

On the Other of Sylvy M, 2022, before me, the undersigned, personally appeared Daniel C. Lynch personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUNLIFY Public, State of New York Registration No: 02CO4969817 Qualified in Albany County Commission Expires July 23, 2026

STATE OF NEW YORK ) COUNTY OF ALBANY ) SS.:

On the 29th day of SEPTEM 13 E12, 2022, before me, the undersigned, personally appeared Robert Belber personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

> Notary Public, State of New York No. 01HO6362978

Qualified in Albany County Commission Expires Aug 14, 20 &

STATE OF PUNNINGUARA ) COUNTY OF PUNDOPPUN ) SS.:

On the 27th day of Freedow, 2022, before me, the undersigned, personally appeared James F. Cosyron personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Commonwesith of Pennsylvania - Notery Seal THERESA LYDIA CRUZ, Notary Public Philadelphia County My Commission Expires 05/06/2025 Commission Number 1398847

#### SCHEDULE A INSURANCE COVERAGE

- 1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
- 2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.
- 3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:

Combined Single Limit

Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

#### SCHEDULE 1

# Contractor Form Invoice



INVOICE

455555

(ATALIAN ENTITY) 525 Washington Boulevard 25th Floor Jersey City, NJ 07310 T, +1 212.889.6353 www.atalien.us

For billing inquires please contact: billing.us@atollenworld.us

BIITO: (CUSTOMER COMPANY NAME)

ATTN: ACCOUNTS PAYABLE [CUSTOMER STREET ADRESS] [CITY, ST ZIP]

Invoice Date: MM/DD/YYYY

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Bonk of America	Total Invoice	
Routing Number:	3	
Account Number: Account Name:		
Fmall: remillances us@stallanverid.us		