

AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND JERSEN CONSTRUCTION CORP., LLC
FOR GENERAL CONSTRUCTION WORK
ON THE ALBANY COUNTY NURSING HOME RENOVATION PROJECT

PURSUANT TO RES. NO. 312 FOR 2018, ADOPTED JULY 9, 2018

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter called the "County") and Jersen Construction Corp., LLC, a New York limited liability company, with its principal place of business located at 6 Industry Drive, Waterford, New York 12188 (hereinafter called the "Contractor" and, together with the County, may be referred to herein as the "[p]arties").

WITNESSETH:

WHEREAS, the County has a need for general construction work related to the Albany County Nursing Home Renovation Project (hereinafter called the "NH Renovation Project" or "[P]roject"); and

WHEREAS, the County has issued a request for bids for the aforesaid general construction work, said request having been denominated RFB #2018-033 (hereinafter called the "RFB"), and the RFB having been issued by the Albany County Purchasing Division (hereinafter called the "Purchasing Division") on March 9, 2018, and published on March 15, 2018; and

WHEREAS, the Purchasing Division has issued ten (10) addenda to the RFB, the first on March 20, 2018 (hereinafter called the "Addendum #1"), the second on March 21, 2018 (hereinafter called the "Addendum #2"), the third on March 29, 2018 (hereinafter called the "Addendum #3"), the fourth on March 29, 2018 (hereinafter called the "Addendum #4"), the fifth on April 5, 2018 (hereinafter called the "Addendum #5"), the sixth on April 19, 2018 (hereinafter called the "Addendum #6"), the seventh on April 20, 2018 (hereinafter called the "Addendum #7"), the eighth on April 26, 2018 (hereinafter called the "Addendum #8"), the ninth on May 1, 2018 (hereinafter called the "Addendum #9"), and the tenth on May 1, 2018 (hereinafter called the "Addendum #10," and, collectively with Addendum #1 through Addendum #9, may be referred to as the "Addenda" herein); and

WHEREAS, the Contractor has submitted a bid on May 3, 2018 to provide the aforesaid general construction work (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid general construction work as the lowest responsible bidder; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an agreement with the Contractor regarding the aforesaid general construction work by Resolution No. 312 for 2018, adopted July 9, 2018; and

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

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, including the Drawings, Plans and Specifications, 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 referred to as "the Agreement" hereinafter).

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 to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addendum #10; 3) the Addendum #9; 4) the Addendum #8; 5) the Addendum #7; 6) the Addendum #6; 7) the Addendum #5; 8) the Addendum #4; 9) the Addendum #3; 10) the Addendum #2; 11) the Addendum #1; 12) the RFB, including the Drawings, Plans and Specifications; 13) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the general construction work, and meet all of the requirements and provisions, described in the RFB, **including, but not limited to, that described in the Project Specifications, consistent with the Addenda**, and as requested by the County (hereinafter called the "work"). The work, includes, but is not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work, and, in addition, as requested by the County;

2.1.2 Coordinating with Angerame Architects, P.C., the County's architectural and engineering consultant regarding the scope of services (hereinafter called the "Engineer"), Gilbane Building Company, the County's construction management services consultant regarding the scope of services, and the administration at the Albany County Nursing Home, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of the plans, specifications, terms and conditions, said interpretation being final and binding upon the Contractor;

2.1.4 If the Owner elects to proceed on the basis of a described alternate, making all modifications to the work required in furnishing and installing the selected alternative, at no additional cost to the Owner other than as proposed in the Bid;

2.1.5 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION; and

2.1.6 Following all programs and standards of the United States Department of Health and Human Services, the United States Centers for Medicare and Medicaid Services (CMS) and the New York State Department of Health (DOH), consistent with the registrations the Nursing Home has and maintains.

2.2 In addition to what is described in paragraph 2.1 above, the Contractor shall:

2.2.1 Start work immediately after receipt of a Notice to Proceed;

2.2.2 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely manner;

2.2.3 Limit use of premises to work in areas indicated and not disturb portions of the Project site beyond areas in which the work is indicated;

2.2.4 Maintaining a safe environment for residents, staff and visitors, which shall include, but not be limited to, following the New York State Public Employee Safety and Health (PESH) program and standards, and protecting adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.5 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with Owner and public's day-to-day operations;

2.2.6 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from Owner or the Construction Manager; and

2.2.7 Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

2.3 As it relates to Project Administration, the parties, including the Engineer, shall use the following, or similar, American Institute of Architects (AIA) documents:

AIA Document G701 – 1992 Change Order;
AIA Document G702 – 2009 Application and Certificate for Payment –together with- County of Albany Claim Form;
AIA Document G703 – 1992 Continuation Sheet;
AIA Document G704 – 1992 Certificate of Substantial Completion;
AIA Document G706 – 1994 Contractor's Affidavit of Payment of Debts and Claims;
AIA Document G706A – 1994 Contractor's Affidavit of Release of Liens;
AIA Document G707 – 1994 Consent of Surety to Final Payment;
AIA Document G709 – 2001 Work Changes Proposal Request;
AIA Document G710 - 1992 Architect's Supplemental Instructions;
AIA Document G714 – 1992 Construction Change Directive; and

2.4 The Contractor shall obtain necessary permits from Albany County Department of Code Enforcement, no permit fee required.

2.5 The Contractor shall not perform any work beyond that set forth or described in the RFB and Addenda (hereinafter called "extra work") unless it has obtained prior written approval from the Engineer, in accordance with the procedure described in Article 28, below.

2.6 The Contractor warrants the labor and materials it provides in accordance with that described in the RFB, consistent with the conditions stated therein or stated in the Addenda, and shall provide the manufacturers' warranties described in the RFB. The warranty period begins to run from the date of substantial completion, as determined by the County.

2.7 The quality of service 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 responsibility for following all Drawings and Plans, meeting all Project Specifications or performing the work in a safe manner.

2.8 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, an amount not to exceed SIXTY NINE MILLION FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$69,400,000.00), as full compensation for all labor, materials, equipment, supplies and services rendered under this Agreement, said dollar amount being equal to the Lump Sum Base Bid in the amount of SIXTY FIVE MILLION NINE HUNDRED THOUSAND AND 00/100

DOLLARS (\$65,900,000.00), plus a contingency allowance in the amount of THREE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,500,000.00).

3.2 The parties agree that the compensation dollar amounts described in Paragraph 3.1 shall be adjusted to reflect any and all alternate work that the County selects, and the Contractor performs, and that said adjustments shall be based on the deduct alternate amounts contained in the Bid.

3.3 The dollar amounts and pricing contained in the Bid, including the unit prices, shall remain in effect for the term of the Agreement, including any extensions.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission to the Construction Manager of all properly executed forms, including an Albany County Claim Form, plus all supporting documentation required by the RFB or Addenda, subject to the Engineer's and Construction Manager's review and approval. Supporting documentation shall include, but not be limited to, the following: invoices which are broken down by schedule of values and allocated to the appropriate bond.

4.2 Upon approval by the County, and in accordance with the provisions of this Article, the County shall promptly pay Claim Forms/Applications for Payment less an amount necessary to satisfy any claims, liens or judgments against Contractor that have not been suitably discharged. Any claims, liens and judgments referred to in this paragraph shall pertain to the project and shall be filed in accordance with the terms of the applicable contract and/or applicable laws.

4.3 Payments for materials pertinent to the project which have been delivered to the site or off-site by the Contractor and/or its subcontractor and suitably stored and secured as approved by the County are limited to only those materials in short and/or critical supply and materials specially fabricated for the project and which previously have been approved by the County for such payment.

4.4 No Estimate on Contractor's Non-Compliance: It is further agreed that so long as any lawful or proper direction concerning the work or material given by the County, or its representative, remains in noncompliance, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be honored on account of work done or material furnished until such lawful or proper direction has been fully and satisfactorily complied with.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution of this Agreement by both parties, and shall continue in effect through completion of the work as determined by the County.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential 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 contractor.

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 inform the Construction Manager, the Engineer and the County of all subcontractors it intends to use on the Project. 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, military status, sex, disability, predisposing genetic characteristics or marital status 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

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

12.1 The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

12.2 The Contractor shall defend, indemnify and save harmless Gilbane Building Company, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its 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; DISPUTE RESOLUTION

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

14.2 The parties agree that the Engineer has unlimited discretion to decide any and all questions related to the work required to be provided by the Contractor under this Agreement, and payments required to be made to the Contractor by the County for said work, and that the Engineer's decision shall be binding on all parties.

14.3 The parties also agree that the County has unlimited discretion to determine any and all questions related to additional compensation for extra work as decided by the Engineer, and that the County's determination shall be binding on all parties.

14.3 The parties further agree that judicial review of any decision by the Engineer regarding work or payments, or any determination by the County regarding additional compensation, is limited to the commencement of a lawsuit within 21 days of the Engineer's decision, filed in Supreme Court, Albany County, New York, and subject to the procedures and laws applicable in that court.

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.

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 County and Gilbane Building Company each as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

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 with a performance bond and a payment bond, each in the amount of SIXTY NINE MILLION FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$69,400,000.00), prior to commencing any work described in this Agreement.

ARTICLE 17. 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 Section 220 [3-a].

ARTICLE 18. 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 19. MODIFICATION

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

ARTICLE 20. 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 21. 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 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. 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 25. STORMWATER MANAGEMENT PROGRAM

25.1 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. Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and understands that any non-compliance by the County will not diminish, eliminate or lessen the Contractor's own liability.

25.2 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.

ARTICLE 26. APPRENTICESHIP TRAINING REQUIREMENTS

26.1 Due to its prime contractor role on the Project, an Albany County construction project totaling more than \$250,000, Albany County Res. No. 70 for February 10, 2003 and Res. No. 251-a for September 12, 2011 (hereinafter called the "Apprenticeship Resolutions") required the Contractor to provide, at the time of submitting the Bid, documentation of its participation in an apprenticeship training program(s) approved by the NYS Department of Labor for all work it intends to self-perform. The parties agree that the Contractor provided said apprenticeship documentation regarding work the Contractor intends to self-perform.

26.2 In addition to the apprenticeship requirements for prime contractors, because the Apprenticeship Resolutions would also require all subcontractors, if any, the Contractor uses on the Project to have apprenticeship training programs approved by the NYS Department of Labor, in the event the Contractor uses one or more subcontractors to perform work on the Sixth Floor Renovation Project, the Contractor shall only use subcontractors that have apprenticeship training programs approved by the NYS Department of Labor (hereinafter called the "apprenticeship subcontractors").

26.3 Any failure by the Contractor to uphold the apprenticeship training requirements required by the Apprenticeship Resolutions, including, but not limited to, using subcontractors to perform work on the Project who do not have apprenticeship training programs approved by the NYS Department of Labor, shall constitute a default under this Agreement and shall result in the County finding the Contractor to be a non-responsible contractor for purposes of future bidding under N.Y. General Municipal Law.

ARTICLE 27. NO DAMAGES FOR DELAY

27.1 Time is of the essence with this Agreement. The Contractor shall meet all completion dates for the Project, as set by the County and/or Gilbane Building Company.

27.2 The County shall not be liable to the Contractor and/or any subcontractor for claims or damages of any nature caused by or arising out of delays. The sole remedy against the County for delays shall be the allowance of additional time for completion of the work, the amount of which shall be subject to the Dispute Resolution procedure described in Article 14, above. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the County or any consultant engineer, including scheduling and coordination of the work; the preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, by the County or any other contractor on the Project, whether or not foreseeable or anticipated. The Contractor

agrees that its sole right and remedy therefore shall be an extension of time, if appropriate. IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY THE CONTRACTOR FOR DELAY AGAINST THE COUNTY BASED ON ANY REASON AND THAT THE CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME.

ARTICLE 28. EXTRA WORK

28.1 If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the County, in writing, of that opinion. Such notice shall be given prior to performing such work that allegedly entitles the Contractor to additional compensation and no later than seven (7) days from when the Contractor knew or should have known of its claim for additional compensation. This notice is in addition to any other notice required under the Contract Documents. In the event that such written notice is not timely given by the Contractor, the Contractor shall not be entitled to any additional compensation for such work.

28.2 The Engineer, after consultation with the Construction Manager, shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the Engineer decides such work does constitute extra work, the County shall provide additional compensation to the Contractor on a negotiated basis, as determined by the County. Any decision by the Engineer regarding extra work, and any determination by the County regarding additional compensation, shall be binding on the parties.

28.3 The parties agree that any disputes regarding claims for extra work and/or additional compensation for extra work, shall be resolved solely by the Dispute Resolution procedure described in Article 14, above.

ARTICLE 29. SUBCONTRACTORS

Any subcontractor of the Contractor 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 30. MISCELLANEOUS PROVISIONS

30.1 In addition to the policies and procedures described above, the Contractor also acknowledges that it shall follow the Affirmative Action Requirements, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. Gen. Mun. Law § 103-9), the Project Labor Agreement (per its Letter of Assent) and all other policies and procedures contained in the RFB.

30.2 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.

30.3 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.

30.4 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.

30.5 The County shall bear no responsibility other than that set forth in this Agreement.

30.6 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.

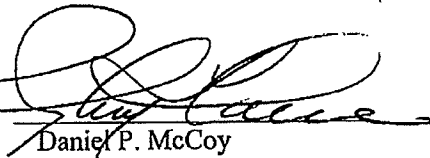
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: _____

7/31/17

BY: _____



Daniel P. McCoy
County Executive

or

Philip Calderone
Deputy County Executive

JERSEN CONSTRUCTION CORP., LLC

DATED: _____

7/30/18

BY: _____



Name: DAVID A MINCEAU

Sr Project Manager
Title:


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

On the ____ day of _____, 2018, 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 31st day of July, 2018, before me, the undersigned, personally appeared Philip Calderone 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.



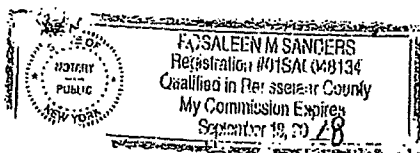
NOTARY PUBLIC
NICOLA K. CONDON
Notary Public, State of New York
No. 4969817
Qualified in Albany County
Commission Expires July 23, 2020

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

On the 30 day of July, 2018, before me, the undersigned, personally appeared David A. Muneau 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.



NOTARY PUBLIC



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:
 - i. Commercial General Liability:
 - \$4,000,000 General Aggregate Limit (other than products-completed operations);
 - \$4,000,000 Products-Completed Operations Aggregate Limit;
 - \$2,000,000 Personal and Advertising Liability;
 - \$2,000,000 Each Occurrence Limit;
 - \$1,000,000 Fire Legal Liability;
 - \$ 10,000 Medical Expense Limit (each person);
 - \$1,000,000 Employee Benefit Liability;
 - ii. Excess Umbrella Liability:
 - \$5,000,000 Per Occurrence;
 - \$5,000,000 Annual Aggregate.
4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the N.Y. Disability Benefits Law (DBL).



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier	
1a. Legal Name & Address of Insured (use street address only) JERSEN CONSTRUCTION GROUP, LLC 6 INDUSTRY DRIVE WATERFORD, NY 12188 <small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small>	1b. Business Telephone Number of Insured 5182330600 1c. Federal Employer Identification Number of Insured or Social Security Number 26-1479465
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) ALBANY COUNTY OFFICE BUILDING 112 STATE STREET ALBANY, NY 12207-2021	3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York 3b. Policy Number of Entity Listed in Box "1a" R14841-000 3c. Policy effective period 1/1/2016 to 7/29/2019
4. Policy provides the following benefits: <input checked="" type="checkbox"/> A. Both disability and paid family leave benefits. <input type="checkbox"/> B. Disability benefits only. <input type="checkbox"/> C. Paid family leave benefits only.	
5. Policy covers: <input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law. <input type="checkbox"/> B. Only the following class or classes of employer's employees: _____ _____	
Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named Insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above.	
Date Signed <u>7/30/2018</u> By <u><i>Debi J. J. J. J.</i></u> <small>(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)</small>	
Telephone Number <u>(212) 355-4141</u> Name and Title <u>SUPERVISOR-DBL/POLICY SERVICES</u>	
IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.	
PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)	
State of New York Workers' Compensation Board According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.	
Date Signed _____ By _____ <small>(Signature of Authorized NYS Workers' Compensation Board Employee)</small>	
Telephone Number _____ Name and Title _____	

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NEW YORK PRIMARY AND NON-CONTRIBUTORY EN-
DORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Designated Additional Insured(s):

As required by written contract & provided by the "Controlling Underlying Insurance".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. This endorsement applies only to the designated additional insured(s) specifically listed in the Schedule above and for whom coverage is provided in this policy under Paragraph 1.d. **Insuring Agreement of Section I – Coverages.**

- B. This policy will provide coverage on a primary basis for the designated additional insured listed in the Schedule above, and will not seek contribution from any of the additional insured's other insurance policy(ies), only if you have agreed in a written contract with such entity to provide additional insured coverage on a primary and non-contributory basis. Regardless of the limits of insurance afforded under this policy, this provision applies only to the extent of the limits of insurance required by the terms of the contract and applicable to this policy. In no event will this policy pay more than the applicable limits of insurance as described in **Section II - Limits Of Insurance.**

This policy will be primary and non-contributory only if the applicable "controlling underlying insurance" provides such primary and non-contributory coverage specifically for the designated additional insured listed in the Schedule, and only once the applicable limits of "controlling underlying insurance" have been exhausted by such policy's obligation to pay judgments, settlements and other expenses as applicable.

- C. With respect to the designated additional insured specifically listed in the Schedule above, and only for the coverage provided by this endorsement, paragraph 8. **Other Insurance** under **Section III – Conditions** is deleted and replaced by the following:

Except for the applicable other insurance policy(ies) of the designated additional insured listed in the Schedule above in which it is listed as a named insured, this policy will be excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured or designated additional insured against any "suit" if any other insurer has a duty to defend the insured or designated additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's or designated additional insured's rights against all those other insurers.

When this insurance is excess over the other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- 2) The total of all deductible and self-insured amounts under all that other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NEW YORK PRIMARY AND NON-CONTRIBUTORY EN-
DORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Designated Additional Insured(s): As required by written contract & provided by the "Controlling Underlying Insurance".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. This endorsement applies only to the designated additional insured(s) specifically listed in the Schedule above and for whom coverage is provided in this policy under Paragraph 1.d. **Insuring Agreement of Section I – Coverages.**
- B. This policy will provide coverage on a primary basis for the designated additional insured listed in the Schedule above, and will not seek contribution from any of the additional insured's other insurance policy(ies), only if you have agreed in a written contract with such entity to provide additional insured coverage on a primary and non-contributory basis. Regardless of the limits of insurance afforded under this policy, this provision applies only to the extent of the limits of insurance required by the terms of the contract and applicable to this policy. In no event will this policy pay more than the applicable limits of insurance as described in **Section II - Limits Of Insurance.**
- This policy will be primary and non-contributory only if the applicable "controlling underlying insurance" provides such primary and non-contributory coverage specifically for the designated additional insured listed in the Schedule, and only once the applicable limits of "controlling underlying insurance" have been exhausted by such policy's obligation to pay judgments, settlements and other expenses as applicable.
- C. With respect to the designated additional insured specifically listed in the Schedule above, and only for the coverage provided by this endorsement, paragraph 8. **Other Insurance under Section III – Conditions** is deleted and replaced by the following:
- Except for the applicable other insurance policy(ies) of the designated additional insured listed in the Schedule above in which it is listed as a named insured, this policy will be excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.
- When this insurance is excess, we will have no duty to defend the Insured or designated additional insured against any "suit" if any other insurer has a duty to defend the insured or designated additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's or designated additional insured's rights against all those other insurers.
- When this insurance is excess over the other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
- 1) The total amount that all such other Insurance would pay for the loss in the absence of this insurance; and
 - 2) The total of all deductible and self-insured amounts under all that other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NEW YORK PRIMARY AND NON-CONTRIBUTORY EN-
DORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Designated Additional Insured(s):

As required by written contract & provided by the "Controlling Underlying Insurance".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. This endorsement applies only to the designated additional insured(s) specifically listed in the Schedule above and for whom coverage is provided in this policy under Paragraph 1.d. **Insuring Agreement of Section I – Coverages.**
- B. This policy will provide coverage on a primary basis for the designated additional insured listed in the Schedule above, and will not seek contribution from any of the additional insured's other insurance policy(ies), only if you have agreed in a written contract with such entity to provide additional insured coverage on a primary and non-contributory basis. Regardless of the limits of insurance afforded under this policy, this provision applies only to the extent of the limits of insurance required by the terms of the contract and applicable to this policy. In no event will this policy pay more than the applicable limits of insurance as described in **Section II - Limits Of Insurance.**
- This policy will be primary and non-contributory only if the applicable "controlling underlying insurance" provides such primary and non-contributory coverage specifically for the designated additional insured listed in the Schedule, and only once the applicable limits of "controlling underlying insurance" have been exhausted by such policy's obligation to pay judgments, settlements and other expenses as applicable.
- C. With respect to the designated additional insured specifically listed in the Schedule above, and only for the coverage provided by this endorsement, paragraph 8. **Other Insurance under Section III – Conditions** is deleted and replaced by the following:
- Except for the applicable other insurance policy(ies) of the designated additional insured listed in the Schedule above in which it is listed as a named insured, this policy will be excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.
- When this insurance is excess, we will have no duty to defend the insured or designated additional insured against any "suit" if any other insurer has a duty to defend the insured or designated additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's or designated additional insured's rights against all those other insurers.
- When this insurance is excess over the other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
- 1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - 2) The total of all deductible and self-insured amounts under all that other insurance.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2017 forms a part of

policy No. CA 454-47-50 issued to JERSEN CONSTRUCTION GROUP, LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT -
NEW YORK**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

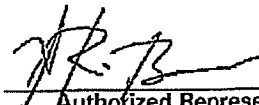
ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided through this endorsement will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative or
Countersignature (in States Where
Applicable)

POLICY NUMBER: GL 329-20-66

COMMERCIAL GENERAL LIABILITY
CG 20 32 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR
SURVEYORS NOT ENGAGED BY THE NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:
AS REQUIRED PER WRITTEN CONTRACT.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the

failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

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

1. Required by the contract or agreement; or

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

State Or Governmental Agency Or Subdivision Or Political Subdivision:
**ANY AND ALL STATE OR POLITICAL SUBDIVISIONS CONTRACTUALLY REQUIRING
ADDITIONAL INSURED STATUS IN CONNECTION WITH ISSUANCE OF PERMITS TO
YOU, RELATING TO PREMISES.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

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

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of

Insurance shown in the Declarations;
whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

which you are required by the contract or agreement to provide for such additional insured.

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

The most we will pay on behalf of the

additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE: \$5 ,000,000 Each Occurrence Limit \$5 ,000,000 Aggregate Limit	
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EXCESS LIABILITY COVERAGE FORM, XS101, is amended as follows:

A. SECTION II - LIMITS OF INSURANCE is amended to add the following:

6. For the purposes of this endorsement only, the **Limits of Insurance** stated in the Schedule of this endorsement and described below will apply on a "non-contributory basis" within the parameters set forth in **SECTION II - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

- a. The Limits of Insurance stated in the Schedule of this endorsement; or
- b. The limits of insurance required in a written contract or agreement on a "non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- c. The Limits of Insurance available after the payment of "loss" on any "insured's" behalf from any claim or suit.

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION III - CONDITIONS is amended as follows:

1. Condition 9. **Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program.

This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract on a "non-contributory basis" that is in excess of the "underlying insurance".

2. The following condition is added:

14. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or suit, including a demand for defense and indemnity, to any other insurer who had coverage for the claim or suit under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program.

C. SECTION IV - DEFINITIONS is amended to add the following:

9. "Non-contributory additional insured" means any person or organization being granted additional insured status on a "non-contributory basis" in the "underlying insurance" as required in a written contract or agreement between an additional insured and you provided:

- a. The written contract or agreement is executed before the incident resulting in injury or damage for which cover-

age is being sought under this endorsement; and

- b. The written contract or agreement requires a specific limit of insurance on a "non-contributory basis" that is in excess of "underlying insurance".

- 10. "Non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured "loss" on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.



Workers'
Compensation
Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Jersen Construction Group LLC 6 Industry Drive Waterford, NY 12188 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured (518) 233-0600 1c. NYS Unemployment Insurance Employer Registration Number of Insured 48-951481 1d. Federal Employer Identification Number of Insured or Social Security Number 26-1479465
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Albany Albany County Office Building 112 State Street Albany, NY 12207-2021	3a. Name of Insurance Carrier New Hampshire Insurance 3b. Policy Number of Entity Listed in Box "1a" WC 22298371 3c. Policy effective period 9/1/2017 to 9/1/2018 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Laurie A. Teller, AAI
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: Laurie Teller 7/30/18
(Signature) (Date)

Title: Assistant Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier:

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.