

## AGREEMENT

THIS AGREEMENT made this 5<sup>th</sup> day of July 2022, by and between Loitsch Construction (a corporation organized and existing under the laws of the State of New York) \* ~~(a partnership consisting of \_\_\_\_\_)~~ \* ~~(an individual trading as \_\_\_\_\_)~~ \* (hereinafter called the "Contractor") and the South New Berlin Free Library (hereinafter called the "Owner"). *(\*Strike out the two terms not applicable.)\**

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents including all Addenda Clarification thereto, numbered one.

Article 2. The Contract PRICE. The Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed. Determination of payment will be based on actual work completed by the Contractor and approved by the A/E Professional. Any payment request shall have complete and detailed support information to justify charges to date.

The sum of \$304,076.00 shall be paid for the completion of Contract for the South New Berlin Free Library Community Room Addition.

### **Article 3. COMMENCEMENT & COMPLETION OF WORK**

The CONTRACTOR agrees that the work included in the Contract must be completed by December 1, 2022 as per written Notice to Proceed issued by the Owner.

### **Article 4. INSURANCE**

The CONTRACTOR shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of New York as will protect himself, his subcontractors, and the OWNER from claims for bodily injury, death, or property damage, which may arise from operations under this Contract. The CONTRACTOR shall not commence work until he has obtained certificates of all insurance required, and filed said certificates with the OWNER. Each insurance policy shall contain a clause providing that the OWNER shall be notified ten (10) days prior to its cancellation. The amounts of insurance shall not be less than the following:

- A. Workmen's Compensation and Employer's Liability Insurance shall be as outlined in contract specifications.
- B. Public Liability, Bodily Injury and Property Damage Insurance amounts to be as required in contract specifications.
- C. Public Liability Insurance shall include a rider specifically to insure injury, death or property damage arising from work required by this Contract.
- D. Manufacturers' and Contractors' Liability:
  - 1. Personal Injury Liability Insurance will have limits of \$1,000,000.00 (per occurrence)/\$2,000,000.00 (aggregate), said limits to apply also during the period when completed operations clauses are in effect.
  - 2. Property Damage Liability Insurance will have limits of \$1,000,000.00 (per occurrence)/\$2,000,000.00 (aggregate), said limits to apply also during the period when completed operations clauses are in effect.
- E. Automotive Liability:
  - 1. Personal Injury Liability Insurance will have limits of \$1,000,000.00 (per person/ \$2,000,000.00 (per occurrence).
  - 2. Property Damage Liability Insurance will have limits of \$1,000,000.00 (per occurrence).
- F. Owner's Protective Liability:

