

CONSTRUCTION AGREEMENT

THIS AGREEMENT, entered into this 14th day of May, 2024, by and between the Town of Eaton, New York, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices at, 35 Cedar Street, Morrisville, New York 13408, hereinafter referred to as the "Town", and The Maury Company, with its principal office located at 55 Utica St. Clinton, New York 13323 hereinafter referred to as the "Contractor."

WITNESSETH, that the Town and the Contractor, for the consideration hereinafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFOR:

The Contractor shall furnish all necessary labor, tools and equipment for installing new siding at the Town building 35 Cedar St, Morrisville, NY in accordance with the proposal of the Contractor dated April 2, 2024 a copy of which is attached hereto and made a part hereof, at a total cost not to exceed \$18,200.00. All work shall be completed in a good and workmanlike manner. At least twenty-four hours advance notice shall be given to the Town Clerk prior to the commencement of any work under the Agreement. Contractor shall provide such evidence of materials quality and such other documentation as the Town may reasonably request to verify conformance with the contract specifications.

ARTICLE 2. EXTRA WORK OR ALTERATIONS:

The Town shall have the right to make changes or alterations, but any order for change or alterations shall be in writing and signed by the Supervisor and the Contractor. The cost amount of any such change shall be stated in the written order, and shall be paid to the Contractor (or Town if it shall be a savings) at the time final payment is made.

ARTICLE 3. CLEANING UP:

The Contractor shall, at all times, keep the premises free from all unnecessary accumulation of waste material or rubbish caused by his employees or the work, and at the completion of the work they shall remove all rubbish, tools and surplus material, from the premises. Contractor shall leave the premises as "broom clean" on a daily basis and upon completion of the work.

ARTICLE 4. TIME OF COMPLETION:

The work under this contract shall be completed within a reasonable timeframe and not to exceed sixty days once started. Time of completion is of the essence in the performance of the Contractor's obligations under this agreement.

ARTICLE 5. PAYMENT TO CONTRACTOR:

Payment of the contract price shall be made to Contractor as stated in and in accordance in the agreement submitted April 2, 2024. Cost of materials, removal, delivery fees, and half of labor once the contract is signed and half labor upon completion, if the work is found to be satisfactory by the Supervisor. If the Supervisor finds the work to be unsatisfactory, the Contractor shall remedy the deficiencies before final payment.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Town of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Town and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor from any obligation under this contract.

ARTICLE 6. INDEMNIFICATION FOR CLAIMS OF SUBCONTRACTORS:

The Contractor agrees to indemnify and save the Town harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies incurred in the furtherance of the performance of this contract. The Contractor must, at the Town's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived.

ARTICLE 7. CONTRACTOR'S INSURANCE:

The Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this paragraph and evidence of such insurance, in a form satisfactory to the Town, has been supplied to the Town.

(a) Compensation Insurance - The Contractor shall take out and maintain during the life of this contract Workers' Compensation Insurance for the Contractor's employees to be assigned to the work hereunder.

(b) General Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect the Contractor from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:

General Liability Insurance in an amount not less than \$500,000 for injuries including wrongful death to any one person and, subject to the same limit for each person, and an amount not less than \$1,000,000 on account of any one occurrence.

Property Damage Insurance in an amount not less than \$300,000 for damage on account of all occurrences.

The Contractor shall furnish evidence of the above insurances to the Town and shall also name the Town as an additional insured on a non-contributory basis under said policies.

(c) Any accident shall be reported to the Town Supervisor as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the Town Clerk as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 8. REPRESENTATIONS OF CONTRACTOR:

The Contractor represents and warrants:

(a) That Contractor is financially solvent, is experienced in and competent to perform the type of work to be furnished; and

(b) That Contractor is familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or those employed therein.

ARTICLE 9. PERMITS AND REGULATIONS:

The Contractor shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 10. DAMAGES:

It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by Contractor under this contract shall be that of an independent contractor. As an independent contractor, Contractor will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, whether or not the Contractor, Contractor's agents, or employees have been negligent. The Contractor shall hold and keep the Town free and discharged of and from any and all responsibility and liability of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances.

ARTICLE 11. DEFENSE OF SUIT AND INDEMNITY:

Neither the Town nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damages that may happen to the work, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed

upon the ground, during the progress of the work. Neither the Town nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under any present or future law, to any person or persons whatsoever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Town or others, occurring during or resulting from the work. The Contractor shall properly guard against all injuries and damages. The Contractor shall defend, indemnify and save harmless the Town, its officers, employees and agents against all injuries, claims, damages and/or compensation arising or resulting from all causes other than the Town's negligence.

ARTICLE 12. NO ASSIGNMENT:

In accordance with the provisions of Section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of Contractor's right, title or interest in this agreement, or Contractor's power to execute this agreement, to any other person or corporation without the previous consent in writing of the Town.

ARTICLE 13. REQUIRED PROVISIONS OF LAW:

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion.

ARTICLE 14. WAIVER:

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 15. MODIFICATION:

This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 16. GOVERNING LAW:

All questions regarding the validity, interpretation, performance, and enforcement of the provisions of this Lease Agreement shall be governed by the laws of the State of New York and any action with respect to this Lease Agreement shall be commenced in

New York with venue in a court of competent subject matter jurisdiction in Madison County.

IN WITNESS WHEREOF, the Town of Eaton has caused these presents to be signed by its Supervisor, duly authorized to do so, and the Contractor has signed these presents as of the day and year first above written.

TOWN OF EATON

By: _____
Joseph Wicks, Supervisor

CONTRACTOR
