

PURCHASE ORDER (PO) AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Purchase Order Agreement is made by and between the below named Owner and Contractor as of the **24th** of **November** in the year **2025**.

Owner: **Village of Scotia**
4 North Ten Broeck St.
Scotia, NY 12302

CONTRACTOR: **Prisoner Bench, LLC**
9155 June Lane
Saint Augustine, FL 32080

PROJECT: **Village of Scotia**
Municipal Renovation
4 North Ten Broeck St.
Scotia, NY 12302

Payment Terms: **Net 30** 0% Retainage
Tax Status: Tax Exemptions per ST-120.1
See Terms & Conditions for Other Details

In consideration of the Owner's agreement to make payments to the Contractor, the Contractor agrees at its own sole cost and expense to perform the following Contract Work described herein in connection with and at the location of the Project:

CONTRACT WORK: Provide (1) 6' prisoner bench per quote #2025-06 dated 4/11/25

PO AMOUNT: In consideration of the Contractor's satisfactory performance of the Contract Work, the Owner shall make payment(s) to the Contractor according to the Terms and Conditions of this Agreement and such payment(s) in total shall equal the sum of:

\$1,077.00 (One Thousand Seventy-Seven Dollars and Zero Cents)

SCHEDULE: Completion of the Work of this PO shall be achieved not later than the following completion date:

By signing below, Owner and Contractor agree to the above and, when indicated with an "X", the following attachments are included with and become a part of this PO Agreement:

ATTACHMENTS: ☒ Terms and Conditions Insurance Requirements Safety & Housekeeping
 ☒ Exempt Certificate ☒ Vendor Proposal

Owner:
Village of Scotia

David Bucciferro
(Printed name of Owner's Representative)

Mayor
(Title)

(Signature)

Email: _____

Contractor:
Prisoner Bench, LLC

Bill Candeletti
(Printed name of Contractor's Representative)

Founder
(Title)

(Signature)

Email: _____

Valid execution and delivery of this Agreement may be accomplished electronically by transmitting this Agreement in its entirety, including all attachments, via email between the parties hereto with electronically scanned original signatures.

Contractor's Signed Initials: _____ Page 1 of 7

OWNER AND CONTRACTOR AGREE TO THE FOLLOWING TERMS AND CONDITIONS TO THIS PO AGREEMENT:

This Agreement supersedes any prior representations, negotiations, inducements, or understanding of any kind or nature between the parties to this Agreement, whether oral or written, relating to the Project. Terms indicated with an "X" become a part of and are required by this PO Agreement.

INVOICING & PAYMENT TERMS: Invoices shall be submitted via email or mail to the Owner no later than the 20th day of each month for Work completed, or which will be completed, by the end of the same month. Terms of payment for Work satisfactorily completed and accepted by Owner are as follows:

- ☐ AIA G702 & G703 Invoice Forms Required ☒ Contractor's Standard Invoice is Acceptable
- ☐ Owner will make payment to the Contractor for the invoiced amount less applicable retainage within 30 days from date Owner receives Contractor's satisfactory invoice unless Discounted Payment Terms are accepted as indicated below.
- ☒ (0%) No Retainage ☐ 10% Retainage ☐ 5% Retainage

Any retainage withheld will be paid within 30 days after the satisfactory final completion of the Contractor's Work in its entirety, Owner's acceptance of the Work of this PO, and Owner's receipt of Contractor's invoice for same according to the Terms of this PO.

DISCOUNTED PAYMENT TERMS: If indicated below, payment to the Contractor will be rendered by the 10th day of the month following receipt of Contractor's invoice.

- ☒ 2% discount WILL NOT be deducted from net amount due ☐ 2% discount WILL be deducted from net amount due

If required by the Owner, before any payment is issued to the Contractor, the Contractor shall furnish on the attached forms a "Receipt of PROGRESS Payment & Waiver of Lien" for progress payments and "Receipt of FINAL Payment & Waiver of Lien" for final payment.

- ☐ Receipt & Waiver of Lien Required Exhibits C-1 & C-2 ☒ Receipt & Waiver of Lien NOT Required

A Certificate of Insurance is required for this PO, Owner must have on file an approved and current Certificate of Insurance or the Contractor's invoice will not be processed for payment and payment may be withheld until an acceptable Certificate of Insurance is received.

When Prevailing Wage Rates must be paid to workers performing labor at the Project site as required by the Contractor's Agreement with the Owner, the Contractor's application for payment shall include certified payroll reports for the invoiced labor.

When M/WBE utilization is required by the Contractor's Agreement with Owner, then the Contractor's application for payment shall include M/WBE Utilization Reports for the invoiced period and such report shall be in the form required by the agency having jurisdiction.

CERTIFIED PAYROLLS & M/WBE:

Prevailing Wages:	☐ Required	☒ NOT Required	NYS DOL PRC #: ☐
Certified Payrolls:	☐ Required	☒ NOT Required	
M/WBE Utilization Reports:	☐ Required	☒ NOT Required	

TAXES:

- ☒ All applicable taxes required by law are included in the PO amount, except that the PO amount does not include NYS Sales and Use Taxes exempted according to the attached NYS Sales & Use Tax Exemption Certificate:

- ☐ All applicable taxes required by law are included in the PO amount without any exemptions.

SUBMITTALS:

Product Data:	☒ Required	☐ NOT Required	☐ Refer to Attached List of Required Submittals/Procedures
Shop Drawings:	☒ Required	☐ NOT Required	
Samples:	☐ Required	☒ NOT Required	Other Instructions: "[Enter instruction here]"

- ☐ Required Submittals/Reports shall be timely delivered to: Colin Bragg (cbragg@hb1872.build)

- ☐ Transmit submittals via HB's Procore website ☒ Transmit submittals via email in PDF format
(Samples, color charts, and similar type submittals not electronically deliverable shall be delivered to HB's office unless otherwise directed by HB)

DELIVERIES:

Deliveries shall be between the hours of 7:00 am and 3:30 pm Monday through Friday allowing time for off-loading within those hours. The contractor or contractor's agents shall provide 48 hours' notice to the Owner's Job Site Contact identified below prior to delivery or the delivery may be rejected.

Job Site Contact: **John Grennon** Phone Number: **518-528-8585**

MAINTENANCE & CARE INSTRUCTIONS:

Prior to final payment and within 30 days of completing the Subcontract Work of this PO:

Deliver **1 Hard copy and 1 Electronic copy** of the Manufacturer's Operating/Care & Maintenance Instructions and other record documents required by this PO to the Owner.

☐ O&M Manuals NOT Required ☒ Provide (1) O&M Instruction Manual at the Job Site to Owner's representative(s)

WARRANTY: The contractor warrants that goods, materials, and equipment provided by the contractor are free of defects in materials and workmanship for a period of 12 months from the date of final acceptance by the Owner. Contractor shall correct any defective work promptly upon notice from the Owner. This warranty does not extend to or cover damages or failures caused by unusual wear and tear, abuse, alterations by others, or improper care and maintenance. Contractor further warrants that it is a merchant as defined in the Uniform Commercial Code, that purchases made are fit for the intended purpose, that the purchases are merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship. Any warranty shall not be deemed waived by reason of any inspection, acceptance or payment. Risk of loss for FOB factory deliveries shall pass to the Contractor upon manufacturer's tender of delivery to the transporting carrier. Risk of loss shall remain with the Contractor until goods provided under this PO are delivered to the Project Site or, if installation is included, until installation is completed.

MODIFICATIONS/CHANGES: Neither Contractor nor Owner shall make substitutions or changes to this PO Agreement without the written consent or Change Order agreed to by both Parties. Wherever there is a conflict or inconsistency between the Terms and Conditions or between any part(s) of this PO, the Owner will determine which of the Terms and Conditions shall take precedence as reasonably inferable from this PO and associated documents. The Owner's interpretation shall be final and required of the Contractor without compensation to the Contractor in addition to the PO amount.

CANCELLATION: Buyer may with three days written notice to Contractor cancel this PO for the Owner's convenience. In the event of cancellation for convenience, Contractor is entitled to equitable compensation for materials purchased, work in progress, and completed product on hand at time of cancellation, but Contractor shall not be entitled to compensation for loss of future profits, overhead or profit on Work not performed, materials not furnished, or other indirect or consequential losses. Owner may also cancel or modify this PO in the event of fire, act of God or public enemy, earthquake, floods, strikes, labor troubles, or any cause beyond the Owner's reasonable control. Owner may cancel this PO with the Contractor for cause(s) related to: (a) Proceedings by or against Contractor in voluntary or involuntary bankruptcy or insolvency or for the appointment of a receiver or trustee, or an assignment of this PO for the benefit of creditors. (b) A material breach by the Contractor of any terms and conditions of this PO. (c) An allegation that the purchase furnished hereunder infringes on any patents, trademark, copyright, or violates any statute, ordinance, or administrative order, rule or regulation.

MEANS AND METHODS: In the event Contractor is performing Work on the Project site in connection with this PO, then under the general direction of the Owner, the Contractor shall supervise and direct its Work using the Contractor's best skill and attention. The Contractor is solely responsible for and shall have control over its construction means, methods, techniques, sequences and procedures for performing and coordinating all portions of the Work of this PO, unless the Drawings and/or Specifications give other specific instructions concerning these matters. No directions given by the Owner shall be construed to mean or imply that the Owner is in any way instructing, ordering, or directing the Contractor's means and methods for performing its Work. The means and methods employed by the Contractor shall comply with all applicable OSHA regulations, the safety requirements of this PO, and shall conform to the highest standards of the Drawings and Specifications, manufacturer's recommendations, and generally accepted construction industry standards and practices.

INDEPENDENT SUBCONTRACTOR: The relationship of the Contractor to the Owner is that of an independent Contractor to the Owner and not a relationship of employee and employer and the Contractor shall not in any manner be considered or deemed an employee of the Owner in connection with the performance of the Work of this Agreement. The Contractor has no authority to commit the Owner to any contract, obligation, debt, or other liability. None of the Contractor's employees will be deemed to be an employee of the Owner. None of the benefits provided by the Owner to its employees including, without limitation, compensation, insurance, unemployment compensation or workers' compensation, will be available to the Contractor or its Subcontractors, or any other party or entity providing goods and/or services in connection with this Project on behalf of the Subcontractor or their respective employees, agents, and representatives.

CONTRACTOR'S EMPLOYEES: Contractor has sole responsibility for and to its employees proving Work in connection with this Project for paying wages and benefits, providing workers' compensation, withholding and/or paying applicable employment or unemployment taxes, and disciplining, hiring and firing such employees.

CONTRACTOR AS SOLE PROPRIETOR: Any monies paid to a Contractor who is an individual or sole proprietor that is providing Work in connection with this Agreement will not be treated or deemed to be an employee of the Owner and the Owner is not responsible for any applicable federal, state or local withholding taxes for such Contractor. Such Contractor is solely responsible for filing all necessary federal, state and local taxes, including timely payment of estimated income taxes and self-employment taxes. By signing this Agreement, Contractor hereby voluntarily waives any rights to any benefits, including health benefits, welfare, pension, profit-sharing and/or any other employee benefits or other fringe benefits to which he/she might be entitled to as an employee of the Owner. Contractor further acknowledges that he/she is being compensated at a rate that is higher than Contractor would be compensated were he/she receiving the aforementioned benefits. Contractor confirms his/her sole compensation from the Owner consists of the payments rendered for services provided in connection with this Project under the terms and scope of this Agreement, even if Contractor is subsequently reclassified as an employee of the Owner by a court or government agency.

GOVERNING LAW: The laws of the state where purchase is to be shipped and first used shall govern exclusively as to all questions arising under this PO. Venue of any action in law or arbitration shall be Onondaga County, NY. This PO shall be construed in accord with the laws of the State of New York.

CONFORMITY WITH EXISTING LAWS: The Contractor agrees to comply with all federal, state, and local laws, executive orders, codes, and regulations effective where this PO is entered into or to be performed. Where required by applicable law, rules, regulations or executive orders, equal opportunity provisions shall be included herein as a part of this PO. All purchases hereunder without limiting the generality of the previous sentences are subject to Executive Order 11246, the Equal Employment Opportunity Act, and will comply with the Occupational Safety and Health Act of 1970 as amended. Seller confirms that all goods sold and delivered in filling this order will be produced in compliance with the requirements of the Fair Labor Standards Act as amended.

EXHIBITS: The following Exhibits indicated with an "X" are attached and incorporated into this Agreement.

- ☐ Drawings listed on the attached list of Drawings
- ☐ Specifications prepared by _____ as listed on the attached table of contents marked **Exhibit B**.
- ☐ Project Bid Manual prepared by Hueber-Breuer Construction Co., Inc. as listed on the attached table of contents marked **Exhibit B-1**.

The Addendum/Addenda as itemized below are included in this Agreement by reference only and not attached to this Agreement. Subcontractor acknowledges receipt of the listed Addendum/Addenda prior to submitting its Bid Proposal:

Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:

- ☐ Payment Application Forms AIA G702 & G703 marked **Exhibit C**
- ☐ Receipt of Progress & Final Payment forms marked **Exhibits C-1 and C-2**

- ☒ Tax Exempt Certificate
- ☒ Vendor Proposal dated 4/1/25 (Exhibit D)

- ☐ Required Submittals

INSURANCE:

Insurance Requirements: Prior to commencing Work or any other activities (e.g., mobilization, material or equipment deliveries, etc.) on the Project site, the Contractor shall submit to the Owner satisfactory evidence that the Contractor has procured all insurance policies required herein. Any insurance required of the Contractor shall protect the Contractor from Claims which may arise for which the Contractor may be legally liable, whether the operations be by the Contractor or by the Contractor's Subcontractor, supplier, or anyone providing goods and services in connection with this Project on behalf of the Contractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts the Contractor or any of them may be liable in fulfilling or discharging the obligations of this Contract. The Contractor's policies of insurance for this Project, except workers compensation policy, shall provide coverage for and name as Additional Insured all parties listed below and shall be maintained in full force and effect until Final Completion of the Project or for such additional time as may be required herein. Contractor shall notify the Owner in writing if its policies cannot or do not provide coverage for Additional Insureds prior to commencing Work on the Project site.

Primary/Non-Contributing Liability: All liability policies required to be furnished and maintained by the Contractor according to this PO shall be written on a comprehensive, all risk, current basis that will be primary to any other insurance and without contribution from any other insurance including any and all self-insurance that may be available to the Additional Insureds. Any of the Contractor's liability policies shall be expressly endorsed to state that coverage for the Additional Insureds named below is primary and that the insurer will not seek contribution from any other insurance available to the Additional Insured parties and Contractor shall not seek payment or reimbursement for any deductibles provided under said policies of the Contractor. If the Contractor's policy limits are greater than the minimum limits of liability required in this Article for any of the types of insurance, then the full extent of

those policy limits shall be available to the Owner and Additional Insured parties named below. There shall be no Labor Law exclusion pertaining to the Additional Insured parties. Contractor acknowledges that its purchasing costs and related expenses for the procurement and maintenance of the insurance policies required of the Contractor by this PO are included in the PO Amount.

Additional Insureds:

- 1: the Project Manager, **Hueber-Breuer Construction Company, Inc. P.O. Box 515, Syracuse, NY 13205**
- 2: the Owner, **Village of Scotia, 4 N. Ten Broeck St, Scotia NY 12302**
- 3: the Architect, **H2M architects + engineers 433 River St. Suite 8002 Troy, NY 12180**
- 4: The Engineer: **Napierala Consulting, 110 Fayette Street, Manlius, NY 13104**
- 5: the Owner's and Architect's consultants, officers, members, partners, directors, employees, agents, and representatives

Other Additional Insureds: The Owner reserves the right to add Additional Insureds to this Agreement at any time without additional cost to the Owner. Owner will add such Additional Insureds by means of a "no cost" Change Order to this Agreement and, upon receipt of said Change Order, the Contractor shall cooperate and promptly execute same.

Insurance Policies and Coverages: The Contractor shall purchase and maintain the following types of insurance policies and minimum limits of coverage for itself and Additional Insureds:

Commercial General Liability (CGL): Provide CGL coverage with limits of insurance not less than \$1,000,000 for each occurrence and \$2,000,000 Annual Aggregate. When indicated below, provide and maintain CGL coverage according to this Agreement for an extended period as indicated below:

☐ The (12) Month Warranty Period ☐ () years After Final Completion

☒ Extended period of coverage after Final Completion is NOT required, except to the extent provided by the particular policies or by law.

- 1: If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each Project.
- 2: CGL coverage shall be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury. There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions).
- 3: The Contractor's CGL policy shall include and provide at least the full amount of coverage required by this Agreement for the Additional Insureds. Coverage for the Additional Insureds shall apply as Primary insurance before any other insurance or self-insurance and without any contribution from any insurance available to the Additional Insureds according to Section 7.1.1 above. If coverage for Additional Insureds cannot be provided by endorsements, then an Owners & Contractors Protective Liability (OCPL) policy will be required for the same liability limits noted above.
- 4: The Contractor shall maintain CGL coverage for itself and the Additional Insureds covering losses that occur during the policy period regardless of when any related claims are made and shall maintain such coverage for the duration of the Project, including warranty periods (or for such additional period as may be required herein).
- 5: If required by the Prime Contract and/or indicated below, provide and maintain Products and Completed Operations Coverage according to this Agreement for an extended period as indicated below:

☐ The (12) Month Warranty Period ☐ ([#]) Years After Final Completion

☒ Extended period of coverage after Final Completion is NOT required except to the extent provided by the particular policies or by law.

Automobile Liability Insurance

- 1: Business Auto Liability with limits of at least \$1,000,000 for each accident.
- 2: Business Auto Liability must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles and motor vehicles for the full duration of the Project including warranty periods.
- 3: Additional Insureds shall be provided full coverage available under the Contractor's auto policy.

Commercial Umbrella Insurance

- 1: Umbrella limits must be at least \$1,000,000
- 2: The Contractor's Umbrella Insurance coverage shall include and provide at least the full amount of coverage required by this Agreement for the Additional Insureds and shall apply as Primary insurance before any other insurance or self-insurance and without contribution from any insurance available to the Additional Insureds according to section 7.1.2 above, other than CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- 3: The Contractor shall maintain Umbrella coverage for itself and the Additional Insureds covering losses that occur during the policy period regardless of when any related claims are made and shall maintain such coverage until Final Completion of the Project.

Workers' Compensation & Employers' Liability Insurance

Contractor's Signed Initials: _____ Page 5 of 7

- 1: The Contractor shall purchase and maintain Workers' Compensation and Employers' Liability covering all employees including Corporate Officers, Partners, and Sole Proprietors for the duration of the Project including warranty periods.
- 2: Statutory limits of coverage apply to Workers' Compensation and Employers' Liability.

Owners and Contractors Protective Liability (OCPL) Insurance

1: When indicated below, the Contractor shall purchase and maintain an OCPL policy with limits equal to the CGL limits above and shall include and provide such coverage for the Additional Insureds named above.

☒ OCPL Insurance IS NOT Required

☐ OCPL Insurance IS Required

Professional Liability Insurance: If Professional Design services are required for the Work of this Agreement, then the Contractor shall require its Design Professional(s) to procure and maintain Professional Liability Insurance coverages with a minimum \$500,000 limit per occurrence and a \$500,000 limit in the annual aggregate. In the event the Contractor's design professional will be conducting on site services or observations, the design professional's insurance shall include worker's compensation and comprehensive automobile liability coverages according to this Agreement. The Owner may require the Contractor to submit evidence of such insurance as a condition precedent for payment for such design services or Work performed in accordance with documents prepared by Contractor's design professional.

☒ Professional Liability Insurance IS NOT Required for the Work of this Agreement

☐ Professional Liability Insurance IS Required for the Work of this Agreement

Stored Materials: If the Contractor requests payment for material or equipment stored on or off site, then the Contractor shall provide "all risk" property insurance as evidenced by a separate Certificate of Insurance covering the material upon which payment is being requested or made on an agreed amount, replacement cost basis. Such policy shall cover at a minimum any loss to the stored material due to standard perils, including malicious mischief, vandalism, theft, fire, flood, earthquake, collapse by any cause and windstorm while the material or equipment is at an approved location. The Owner shall be named insured and loss payee to this insurance. The Contractor shall provide a waiver of subrogation on any policy required for stored material. Payment requests for stored materials may require submission of an Affidavit for Stored Materials. Risk of loss shall remain with the Contractor until the stored material or equipment is incorporated into the Work unless otherwise provided under the Prime Contract.

Waiver of Subrogation: Contractor waives all rights to claims for damages against Owner and the Additional Insureds named above and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers' compensation and employer's liability insurance maintained per requirements stated above.

The Contractor agrees to waive any right to claims of subrogation and the Contractor shall cause its insurers to waive their right to make any claims of subrogation. This waiver of subrogation includes claims or right to claims against the Owner or above-named Additional Insureds and their insurers for recovery of loss or damages to the extent such damages or loss are covered, or should be covered, by the insurance required of the Contractor in this Agreement or any other insurance procured by the Contractor which is applicable to the Project. This waiver of subrogation shall be provided by specific endorsement if the policy itself does not otherwise provide the required language to this effect. The Contractor shall notify the Owner in writing prior to the commencement of Work on the Project site if the waiver of subrogation is provided by specific endorsement and Owner has the right to request and receive a copy of said endorsement as evidence of the waiver.

Indemnification: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner, other additional insureds, their officers, members, directors, consultants, agents and employees of any of them and such other persons who are in privity of estate or contract with the Owner (such parties individually and collectively known as "Indemnitees") from and against any and all Claims, actions, administrative proceedings, damages, liens, liabilities and/or expenses including reasonable attorney and consultant fees in connection with the loss of life, personal injury, bodily injury, sickness, disease, damage to property other than the Work itself, or any alleged violation of any federal, state or local law, rule or regulation arising from or out of the Work in, upon or at the Project site or occasioned wholly or in part by an act or omission of the Contractor, its Subcontractors, agents, employees, suppliers, invitees or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable and regardless of whether or not such claim, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. The Contractor shall hold the Owner harmless and indemnified from and against any and all loss, damage, liability or expense by reason of the filing of any notices of contract or liens, or the commencement of any legal proceedings against the Owner, including without implied limitation, the Owner's reasonable attorneys' fees and expert consultants' fees for removing or defending against any of the foregoing and for enforcing this indemnification and for bond premiums or other expenses.

Evidence of Insurance: The Contractor shall submit a certificate of insurance acceptable to the Owner prior to commencement of the Contractor's Work. The certificate of insurance shall be written on the current edition of an ACORD 25 form or other form acceptable to the Owner both in form and content in full compliance with the requirements of this Article. Refer to attached (ACORD 25) sample as an acceptable form of certificate. On the ACORD form, the Project name and location(s) shall be identified in the box/area for "Description of Operations." An NYSIF Certificate of Workers' Compensation is an acceptable form of certificate for workers compensation insurance in New York State. The Owner's acceptance of any certificate of insurance or coverage provision in no way waives the Owner's right to later assert the Contractor did not provide insurance in conformance with this Agreement if the Owner subsequently discovers reasonable evidence that the required insurance or coverage was in fact not provided or in full force and effect during Contractor's operations under this Agreement. Upon request from the Owner, the Contractor shall provide the Owner with any certificate of insurance, coverage provision, or certified copy of any insurance policy required of the Contractor under the terms of this Agreement. Insurance policies required by this Agreement shall contain a provision/endorsement that coverages afforded under these policies will not be cancelled, amended or allowed to expire until at least thirty (30) days written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in effect after final application for payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment if requested by the Owner. All insurance required by this PO shall be in maintained continuously in full force and effect for at

least two (2) years following the date of Final Completion of the Project, except that any of the insurance required in this PO shall be further maintained continuously until the later part of the period of the statute of limitations or the statute of repose for the types of claims covered by the particular policy.

☐ Contractor shall provide Products and Completed Operations coverage for an additional (**#1**) years after the date of final completion for the Project as required by the Owner.

☒ Extended period of coverage for Products and Completed Operations is NOT required.

Certificates of Insurance: Certificates of Insurance written on the current edition of ACORD 25 (sample certificate attached as Exhibit D), or as acceptable to the Owner, shall be filed with the Owner prior to the commencement of the Contractor's Work at the Project location and prior to any payment for Work performed at the Project site. The certificates and the insurance policies required herein shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days written prior notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. If any information concerning reduction of coverage is not furnished by the insurer to the Owner, then such information shall be furnished by the Contractor with reasonable promptness according to the Contractor's information and belief. The Project name and location shall appear on the Certificate of Insurance. On the ACORD 25 form, the project name and location shall appear in the box/area designated "Description of Operations, Locations/Vehicles."

The following Safety and Housekeeping & Cleaning Up Requirements pertain to POs that require the Contractor to perform Work at the Project location.

Safety

Contractor acknowledges that it is responsible for maintaining safe working conditions during the performance of its Work and agrees to abide by all applicable safety standards including those required by the Occupational Safety and Health Act of 1970 (OSHA) as amended. Contractor acknowledges that it will be responsible to the Owner for costs, including reasonable attorney's fees and any OSHA penalties which may be incurred by the Owner because of the Contractor's failure to maintain safe working conditions. Owner may deduct such costs and penalties from the amounts payable to the Contractor.

Contractor shall require all of its personnel working on the site to abide by Owner's safety policy which is set forth in the safety manual kept on the job site. Contractor's safety policy shall govern Contractor's employees in all instances where Contractor's safety policy is more stringent than Owner's. Contractor shall require its workers on site to wear hard hats and safety glasses at all times.

Under the Labor Law of the State of New York, certain non-delegable duties are imposed upon the Owner and Contractor to provide persons employed on the Project with a safe place to work and with proper ladder, scaffolding and other apparatus as required to conduct the Work in a safe manner. Contractor acknowledges that as between itself and Owner the duty to comply with the Labor Law with respect to its own employees and any other persons using scaffolding, ladders and any other apparatus supplied by the Contractor is the primary duty of Contractor. Contractor agrees that the obligation to defend, indemnify and hold harmless the Owner set forth above shall extend to any injury to persons caused by violation of the Labor Law.

Safety Fines or penalties, including but not limited to fines by OSHA and/or Department of Labor, Federal or State governments, fines or penalties levied by governmental and quasigovernmental authorities having jurisdiction over the Project, or by the Owner as a result of Contractor's activities shall be deducted from the PO Amount. Any disregard of OSHA, Department of Labor, Federal or State, and Owner mandated safety and health regulations for construction may be cause for termination. To the fullest extent permitted by law, Contractor shall indemnify the Owner from and against fines or penalties (including attorney's fees) imposed by governmental and quasigovernmental authorities having jurisdiction or by the Owner as a result of safety violations but only to the extent that such fines or penalties are caused by the its failure to comply with applicable safety requirements.

The Contractor shall take safety precautions with respect to performance of this PO. The Contractor shall report to the Owner within twenty-four (24) hours any accident to any employee, visitor or third party which occurred at the site in a form acceptable to the Owner.

If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the Project by the Contractor, the Contractor's agents or anyone directly or indirectly employed by them, the Contractor shall, prior to exposure of any employees on the Project to such substance, give written notice of the chemical composition thereof to the Owner in sufficient detail and time to permit compliance with laws by the Owner, other contractors and other employers on the site.

If precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. When the material or substance has been removed or rendered harmless, the Contractor's Work in the affected area shall resume.

Housekeeping & Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by Contractor's employees or Contractor's agents and remove such waste and rubbish to a dumpster provided by others on a daily basis unless otherwise stated in this PO. The work area shall be broom cleaned of such waste materials and rubbish on a daily basis.

If the Contractor fails to clean up, the Owner may perform the clean-up and charge the Contractor for the cleanup costs. The Owner may deduct such charges from payments due or which may become due to the Contractor.