



AIA[®] Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Eleventh day of January in the year Two Thousand Twenty One

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Averill Park Central School District
Board of Education
146 Gettle Road
Averill Park, NY 12018

and the Contractor:

(Name, legal status, address and other information)

Comalli Group Inc.
111 Exchange St
Albany, NY 12205

for the following Project:

(Name, location and detailed description)

2012.1-Averill Park CSD-District Wide Security Project

The Construction Manager:

(Name, legal status, address and other information)

Saratoga Project Management
2 Gilbert Road
Saratoga Springs, NY 12866

The Architect:

(Name, legal status, address and other information)

Mosaic Associates Architects, DPC
The Frear Building
2 Third Street, Suite 440
Troy, New York 12180

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. ^AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1936543599)

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

All work shall be completed as quickly as possible and installation shall be substantially complete and operable not later than March 12, 2021. All project closeout documentation is due no later than April 9, 2021

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Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

In the event that the Contractor shall fail to substantially complete all the work or provide all project closeout documentation within the time fixed for such completion, or within the time to which such completion may have been extended, in writing, the Contractor must pay to the Owner as damages for each calendar day of delay in completing the work the amount of \$350 per calendar day.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 4.2 below
- Cost of the Work plus the Contractor’s Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Seven Hundred Twenty Thousand Nine Hundred Dollars and Zero Cents (\$720,900.00), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate SS-1 \$17,900

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Price per Unit (\$0.00)
Unit Cost SU-1	\$350

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
Security Allowance	\$25,000

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the First day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the Thirtieth day of the same month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (100 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

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User Notes:

(1936543599)

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A232-2009.
- Litigation in a court of competent jurisdiction.
- Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

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§ 8.3 The Owner's representative:
(Name, address and other information)

Saratoga Project Management,
2 Gilbert Road
Saratoga Springs, NY 12866

§ 8.4 The Contractor's representative:
(Name, address and other information)

Comalli Group Inc.
111 Exchange St
Albany, NY 12205
518-218-1500
nbryant@comalli.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Specifications	Supplementary Conditions	10/29/2020	SC1-SC17

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
See attached exhibit

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
 See attached exhibit

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	12/1/2020	2 Pages with attachments
Addendum No. 2	12/8/2020	1 Page with attachments

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

- .4 Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

REQUEST FOR PROPOSAL LETTER 1
 RFP FORM 1-5
 WAGE RATES C1 – C6, wage rates
 AGREEMENT – AIA DOCUMENT A132 1 - 16
 GENERAL CONDITIONS – AIA DOCUMENT A232 1 - 46
 SUPPLEMENTARY CONDITIONS SC1 – SC17
 ASBESTOS/LEAD REPORT 1-64

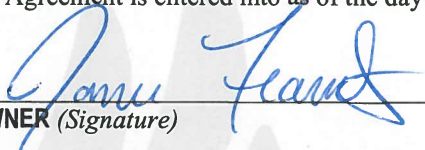
ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009. Owner, Architect and Construction Manager shall be named as additional insured.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

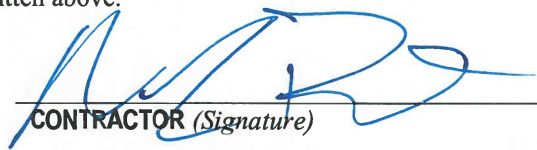
Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Business Automobile Liability	\$1,000,000 per occurrence
Standard General Liability	\$1,000,000 each occurrence
	\$2,000,000 annual aggregate
	\$2,000,000 products and completed operations

Umbrella/Excess Liability	\$1,000,000 an one person or organization
	\$5,000,000 each occurrence
	\$5,000,000 annual aggregate
Statutory Workers Compensation	Unlimited
Owner-Contractor Protective Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Performance Bond	100% of the contract sum
Payment Bond	100% of the contract sum

This Agreement is entered into as of the day and year first written above.



 OWNER (Signature)



 CONTRACTOR (Signature)

James Franchini, Superintendent

 (Printed name and title)

Nathan Bryant President

 (Printed name and title)

DIVISION 1 INDEX

<u>SECTION NO</u>	<u>TITLE</u>
011000	SUMMARY - SPECIAL CONDITIONS
012100	ALLOWANCES
012200	UNIT PRICES
012300	ALTERNATES
012600	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEDURES
012900F1	PARTIAL WAIVER OF LIEN – PRIME CONTRACTOR
013100	PROJECT MANAGEMENT AND COORDINATION
013110F	REQUEST FOR INTERPRETATION
013200	CONSTRUCTION PROGRESS DOCUMENTATION
013300	SUBMITTALS PROCEDURES
013300F1	AIA DOCUMENT G705, "LIST OF SUBCONTRACTORS"
013300F2	SUBMITTAL COVER SHEET
014990	HAZARDOUS MATERIALS
015000	TEMPORARY FACILITIES AND CONTROLS - UNIFORM SAFETY STANDARDS
017700	CLOSEOUT PROCEDURES
017700F1	PUNCH LIST FORM
017700F2	ASBESTOS CERTIFICATION
017700F3	AIA DOCUMENT G706, "CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS"
017700F4	AIA DOCUMENT G706A, "CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS"
017700F5	AIA DOCUMENT G707, "CONSENT OF SURETY TO FINAL PAYMENT"
017823	OPERATION AND MAINTENANCE DATA
017839	PROJECT RECORD DOCUMENTS
017900	DEMONSTRATION AND TRAINING
019113	GENERAL COMMISSIONING REQUIREMENTS

DIVISION 27 AND 28
COMMUNICATIONS & SECURITY SPECIFICATIONS (SC)
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270010	GENERAL REQUIREMENTS FOR DATA CABLING WORK
270020	GROUNDING
270315	COMMUNICATIONS CABLING SPECIAL REQUIREMENTS
271110	NETWORK EQUIPMENT
271200	COMMUNICATIONS RACEWAYS
271500	HORIZONTAL CABLING
280710	PROJECT DEFINITION - SECURITY CONTRACT
281350	DOOR ACCESS CONTROL SYSTEM
282300	VIDEO SURVEILLANCE SYSTEM

LIST OF DRAWINGS

CABLING

U T001 - CABLING LEGEND AND DETAILS

ALGONQUIN MIDDLE SCHOOL

AMS T301 - PARTIAL FIRST FLOOR CABLING PLAN - AREA A

AMS T302 - PARTIAL FIRST FLOOR CABLING PLAN - AREA B

AMS T303 - PARTIAL FIRST FLOOR CABLING PLAN - AREA C, AREA F & AREA G

AMS T304 - PARTIAL FIRST FLOOR CABLING PLAN - AREA D

AMS T305 - PARTIAL FIRST FLOOR CABLING PLAN - AREA E

AMS T306 - NETWORK RACK LAYOUTS

AVERILL PARK HIGH SCHOOL

APHS T301 - PARTIAL FIRST FLOOR CABLING PLAN - AREA A

APHS T302 - PARTIAL FIRST FLOOR CABLING PLAN - AREA B

APHS T303 - PARTIAL FIRST FLOOR CABLING PLAN - AREA C

APHS T304 - PARTIAL FIRST FLOOR CABLING PLAN - AREA D

APHS T305 - PARTIAL FIRST FLOOR CABLING PLAN - AREA E

APHS T306 - PARTIAL FIRST FLOOR CABLING PLAN - AREA F & AREA G

APHS T307 - PARTIAL FIRST FLOOR CABLING PLAN - AREA H

APHS T308 - PARTIAL SECOND FLOOR CABLING PLAN - AREA B

APHS T309 - PARTIAL SECOND FLOOR CABLING PLAN - AREA C

APHS T310 - PARTIAL SECOND FLOOR CABLING PLAN - AREA F & AREA G

APHS T311 - PARTIAL SECOND FLOOR CABLING PLAN - AREA H

APHS T312 - NETWORK RACK LAYOUTS

GEORGE WASHINGTON ELEMENTARY

GW T301 - PARTIAL FIRST FLOOR CABLING PLAN - AREA A

GW T302 - PARTIAL BASEMENT & FIRST FLOOR CABLING PLAN - AREA B &

NETWORK RACK LAYOUTS

MILLER HILL ELEMENTARY

MH T301 - PARTIAL FIRST FLOOR CABLING PLAN - AREA A

MH T302 - PARTIAL FIRST FLOOR CABLING PLAN - AREA B

MH T303 - PARTIAL SECOND FLOOR CABLING PLAN - AREA A

MH T304 - PARTIAL SECOND FLOOR CABLING PLAN - AREA B & NETWORK RACK LAYOUTS

POESTENKILL ELEMENTARY

PES T301 - PARTIAL FIRST FLOOR CABLING PLAN - AREA A

PES T302 - PARTIAL FIRST FLOOR CABLING PLAN - AREA B

PES T303 - PARTIAL FIRST FLOOR CABLING PLAN - AREA C & NETWORK RACK LAYOUTS

TRANSPORTATION CENTER

TC T301 - PARTIAL FIRST FLOOR CABLING PLAN - AREA A, AREA B & AREA C AND
NETWORK RACK LAYOUTS

TC T302 - PARTIAL SECOND FLOOR CABLING PLAN - AREA A

WEST SAND LAKE ELEMENTARY

WSL T301 - PARTIAL FIRST FLOOR CABLING PLAN - AREA A

WSL T302 - PARTIAL FIRST FLOOR CABLING PLAN - AREA B

WSL T303 - PARTIAL FIRST FLOOR CABLING PLAN - AREA C & NETWORK RACK LAYOUTS

SECURITY

U S001 - SECURITY LEGEND AND DETAILS

ALGONQUIN MIDDLE SCHOOL

AMS S301 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA A

AMS S302 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA B

AMS S303 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA C, AREA F & AREA G

AMS S304 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA D

AMS S305 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA E

AMS S306 - CAMERA, DOOR ACCESS & AMBER STROBE RISER DIAGRAMS

AVERILL PARK HIGH SCHOOL

APHS S301 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA A

APHS S302 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA B

APHS S303 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA C

APHS S304 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA D

APHS S305 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA E

APHS S306 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA F & AREA G

APHS S307 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA H

APHS S308 - PARTIAL SECOND FLOOR SECURITY PLAN - AREA B

APHS S309 - PARTIAL SECOND FLOOR SECURITY PLAN - AREA C

APHS S310 - PARTIAL SECOND FLOOR SECURITY PLAN - AREA F & AREA G

APHS S311 - PARTIAL SECOND FLOOR SECURITY PLAN - AREA H

APHS S312 - CAMERA, DOOR ACCESS & AMBER STROBE RISER DIAGRAMS

GEORGE WASHINGTON ELEMENTARY

GW S301 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA A

GW S302 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA B & RISER DIAGRAMS

MILLER HILL ELEMENTARY

MH S301 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA A

MH S302 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA B

MH S303 - PARTIAL SECOND FLOOR SECURITY PLAN - AREA A

MH S304 - PARTIAL SECOND FLOOR SECURITY PLAN - AREA B & RISER DIAGRAMS

POESTENKILL ELEMENTARY

PES S301 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA A

PES S302 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA B

PES S303 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA C & RISER DIAGRAMS

TRANSPORTATION CENTER

TC S301 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA A, AREA B & AREA C & RISER DIA

TC S302 - PARTIAL SECOND FLOOR SECURITY PLAN - AREA A

WEST SAND LAKE ELEMENTARY

WSL S301 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA A

WSL S302 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA B

WSL S303 - PARTIAL FIRST FLOOR SECURITY PLAN - AREA C & RISER DIAGRAMS

PAYMENT BOND

Bond No: 01BCSIP0329

CONTRACTOR:

(Name, legal status and address)

Comalli Group, Inc.,
7 Westview Road
Pittsfield, MA 01201

SURETY:

(Name, legal status and principal place of business)

Hartford Casualty Insurance Company
The Hartford - Bond Claim Department
One Hartford Plaza, T-4
Hartford, CT 06155

OWNER:

(Name, legal status and address)

Averill Park Central School District
146 Gettle Road
Averill Park, NY 12018

CONSTRUCTION CONTRACT

Date: December 18, 2020

Amount: Seven Hundred Twenty Thousand Nine Hundred (\$720,900.00)

Description: District Wide Security Project
(Name and location)

BOND

Date: December 29, 2020

(Not earlier than Construction Contract Date)

Amount: Seven Hundred Twenty Thousand Nine Hundred (\$720,900.00)

Modifications to this Bond: **None** **See Section 18**

CONTRACTOR AS PRINCIPAL

Company:

Comalli Group, Inc.

Signature:  *(Corporate Seal)*

Name and Title: James M. Comalli, President

SURETY

Company:

Hartford Casualty Insurance Company
(Corporate Seal)

Signature: 

Name and Title: Renee A. Manny, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY – Name, Address and telephone)

AGENT or BROKER:

ROSE & KIERNAN INC
99 TROY ROAD SUITE 3
EAST GREENBUSH, New York 12061
800-242-4433

OWNER'S REPRESENTATIVE:

(Architect, Engineer, or other party:)

Mosaic Associates Architects
The Frear Building, 2 Third Street, Suite
440, Troy, NY 12180

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A312, 2010 edition

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Company:

(Corporate Seal)

(Corporate Seal)

Signature:

Signature:

Name and Title:

Name and Title:

Address

Address

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

Bond No. **01BCSIP0329**

C On this **29th** day of **December, 2020** before me personally came
O **James M. Comalli** to me known, being sworn
R by me, did depose and say that he/she resides in **Lee, MA**
P that he/she is the **President** of **COMALLI GROUP, INC.**
O the corporation described in and which
R executed the above instrument; that he/she knows the said seal of such
A corporation; that the seal affixed to said instrument is such corporate
T seal; and that it was so affixed by the order of the Board of Directors of
I said corporation, and that he/she signed his/her name thereto by like order.
O
N Sworn to and acknowledged on the above date, Jennifer S Vanat.

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2021

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

S On this **29th** day of **December, 2020** before me personally came
U **Renee A. Manny** to me known who resides in **Rensselaer, NY**
R and duly sworn and says that he/she is the Attorney-in-fact of
E the **HARTFORD CASUALTY INSURANCE COMPANY**
T and knows the corporate seal and that it was affixed thereto by order of the
Y Board of Directors by Power of Attorney of said Company; of which a certified
copy is attached; and that he/she signed said instrument as an Attorney-in-Fact
of said Company by like authority.
Sworn to and acknowledged on the above date, Jennifer S Vanat.

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2021

I STATE OF NEW YORK)
N COUNTY OF _____)
D

I On this _____ day of _____ 20____, before me personally came
V _____ to me known and known to me to be
I the person described in and who executed the foregoing instrument and
D he thereupon acknowledged to me that he executed the same.
U
A Sworn to and acknowledged on the above date, _____.
L

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ROSE & KIERNAN INC
Agency Code: 01-110009

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

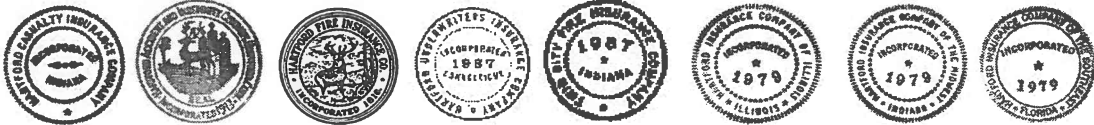
having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint Renee A. Manny of East Greenbush, New York, its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 01BCSIP0329

Naming Comalli Group, Inc. as Principal, and Averill Park Central School District as Obligee,

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Noelle Ciccone
My Commission #GG077453
Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 29, 2020.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

HARTFORD CASUALTY INSURANCE COMPANY

Indianapolis, Indiana
Financial Statement, June 30, 2020
 Statutory Basis

ASSETS

U.S. Government Bonds	\$ 48,402,211
Bonds of Other Governments	7,592,240
State, County Municipal Miscellaneous Bonds	1,992,156,906
Stocks	2,037,970
Short Term Investments	50,061,585
	\$ 2,100,250,912
Real Estate	\$ 0
Cash	196,860
Agents' Balances (Under 90 Day)	34,090,250
Other Invested Assets	256,545
Miscellaneous	325,073,710
Total Admitted Assets	\$ 2,459,868,277

LIABILITIES

Reserve for Claims and Claim Expense.....	\$ 1,154,023,465
Reserve for Unearned Premiums	284,403,639
Reserve for Taxes, License and Fees	4,887,496
Miscellaneous Liabilities	48,254,535
Total Liabilities	\$ 1,491,569,135
Capital Paid In \$	4,800,000
Surplus	963,499,142
Surplus as regards Policyholders.....	\$ 968,299,142
Total Liabilities, Capital and Surplus	\$ 2,459,868,277

STATE OF FLORIDA
 SEMINOLE COUNTY
 CITY OF LAKE MARY

}

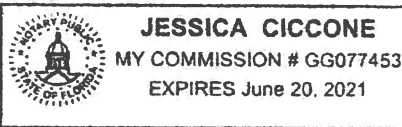
SS.

Joelle L. LaPierre, Assistant Vice President and Shelby Wiggins, Assistant Secretary of the Hartford Casualty Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of June 30, 2020.

Subscribed and sworn to before me
 this 28th day of August 2020.

Jessica Ciccone

 Notary Public



Joelle L. LaPierre

 Assistant Vice President

Shelby Wiggins

 Assistant Secretary

PERFORMANCE BOND

Bond No: 01BCSIP0329

CONTRACTOR:

(Name, legal status and address)

Comalli Group, Inc.,
7 Westview Road
Pittsfield, MA 01201

SURETY:

(Name, legal status and principal place of business)

Hartford Casualty Insurance Company
The Hartford - Bond Claim Department
One Hartford Plaza, T-4
Hartford, CT 06155

OWNER:

(Name, legal status and address)

Averill Park Central School District
146 Gettle Road
Averill Park, NY 12018

CONSTRUCTION CONTRACT

Date: December 18, 2020

Amount: Seven Hundred Twenty Thousand Nine Hundred (\$720,900.00)

Description: District Wide Security Project

(Name and location)

BOND

Date: December 29, 2020

(Not earlier than Construction Contract Date)

Amount: Seven Hundred Twenty Thousand Nine Hundred (\$720,900.00)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company:

Comalli Group, Inc.

Signature:  *(Corporate Seal)*

Name and Title: James M. Comalli, President

SURETY

Company:

Hartford Casualty Insurance Company

Signature:  *(Corporate Seal)*

Name and Title: Renee A. Manny, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, Address and telephone)

AGENT or BROKER:

ROSE & KIERNAN INC
99 TROY ROAD SUITE 3
EAST GREENBUSH, New York 12061
800-242-4433

OWNER'S REPRESENTATIVE:

(Architect, Engineer, or other party:)

Mosaic Associates Architects
The Frear Building, 2 Third Street, Suite
440, Troy, NY 12180

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A312, 2010 edition

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said

statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

Section 8 is hereby deleted in its entirety and replaced with the following:

If the Surety elects to act under Section 5.1, 5.2, 5.3, or 5.4, the Surety's liability is limited to the amount of this bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature:

Name and Title:

Address

SURETY

Company:

(Corporate Seal)

Signature:

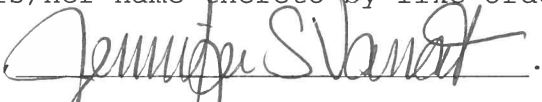
Name and Title:

Address

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A312, 2010 edition

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

Bond No. **01BCSIP0329**

C On this **29th** day of **December, 2020** before me personally came
O **James M. Comalli** to me known, being sworn
R by me, did depose and say that he/she resides in **Lee, MA**
P that he/she is the **President** of **COMALLI GROUP, INC.**
O the corporation described in and which
R executed the above instrument; that he/she knows the said seal of such
A corporation; that the seal affixed to said instrument is such corporate
T seal; and that it was so affixed by the order of the Board of Directors of
I said corporation, and that he/she signed his/her name thereto by like order.
O
N Sworn to and acknowledged on the above date, .

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2021

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

S On this **29th** day of **December, 2020** before me personally came
U **Renee A. Manny** to me known who resides in **Rensselaer, NY**
R and duly sworn and says that he/she is the Attorney-in-fact of
E the **HARTFORD CASUALTY INSURANCE COMPANY**
T and knows the corporate seal and that it was affixed thereto by order of the
Y Board of Directors by Power of Attorney of said Company; of which a certified
copy is attached; and that he/she signed said instrument as an Attorney-in-Fact
of said Company by like authority.

Sworn to and acknowledged on the above date, .

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2021

I STATE OF NEW YORK)
N COUNTY OF _____)
D

I On this _____ day of _____ 20____, before me personally came
V _____ to me known and known to me to be
I the person described in and who executed the foregoing instrument and
D he thereupon acknowledged to me that he executed the same.

U Sworn to and acknowledged on the above date, _____.
A
L

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ROSE & KIERNAN INC
Agency Code: 01-110009

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

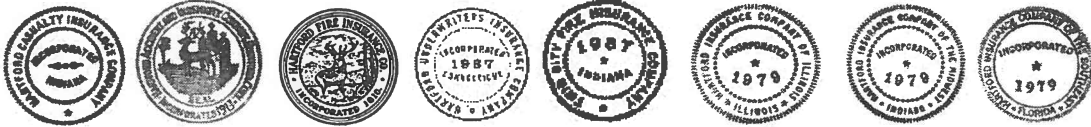
having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint Renee A. Manny of East Greenbush, New York, its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 01BCSIP0329

Naming Comalli Group, Inc. as Principal, and Averill Park Central School District as Obligee,

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Noelle Ciccone
My Commission #GG077453
Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 29, 2020.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

HARTFORD CASUALTY INSURANCE COMPANY

Indianapolis, Indiana
Financial Statement, June 30, 2020
 Statutory Basis

ASSETS

U.S. Government Bonds	\$ 48,402,211
Bonds of Other Governments	7,592,240
State, County Municipal Miscellaneous Bonds	1,992,156,906
Stocks	2,037,970
Short Term Investments	50,061,585
	\$ 2,100,250,912
Real Estate	\$ 0
Cash	196,860
Agents' Balances (Under 90 Day)	34,090,250
Other Invested Assets	256,545
Miscellaneous	325,073,710
Total Admitted Assets	\$ 2,459,868,277

LIABILITIES

Reserve for Claims and Claim Expense.....	\$ 1,154,023,465
Reserve for Unearned Premiums	284,403,639
Reserve for Taxes, License and Fees	4,887,496
Miscellaneous Liabilities	48,254,535
Total Liabilities	\$ 1,491,569,135
Capital Paid In \$	4,800,000
Surplus	963,499,142
Surplus as regards Policyholders.....	\$ 968,299,142
Total Liabilities, Capital and Surplus	\$ 2,459,868,277

STATE OF FLORIDA
 SEMINOLE COUNTY
 CITY OF LAKE MARY

}

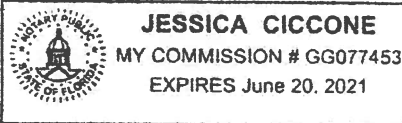
SS.

Joelle L. LaPierre, Assistant Vice President and Shelby Wiggins, Assistant Secretary of the Hartford Casualty Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of June 30, 2020.

Subscribed and sworn to before me
 this 28th day of August 2020.

Jessica Ciccone

Notary Public



JESSICA CICCONE
 MY COMMISSION # GG077453
 EXPIRES June 20, 2021

Joelle LaPierre

Assistant Vice President

Shelby Wiggins

Assistant Secretary

RFP From (Contractors Name): Comalli Group Inc.
(Address): 111 Exchange St.
Albany, NY 12205
Contractor Telephone: 518-218-1500
Contractor's E-Mail Address: nbryant@comalli.com

RFP FORM

Prime Contract: Security System Upgrade
Project Title:
RFP To: Averill Park Central School District
District Administrative Offices
146 Gettle Road.
Averill Park, NY 12018

BASE RFP NO. S-1

The contractor (identified above) hereby certifies that he has examined and fully understands the project requirements and intent of the Request for Proposal AND CONTRACT DOCUMENTS, including Drawings, Project Manual, and Addenda; and proposes to furnish all labor, materials, and equipment necessary to complete the work on or before, the dates specified in the Contract

Include the Allowance in this Total Dollar Amount

Documents for the RFP sum of:

Seven hundred three thousand and 00/100 dollars

(Words)

\$703,000.00

(Figures)

Show amount of RFP in both words and figures; in case of discrepancy between words and figures shown, the amount shown in words will govern.

ALTERNATE NO. SS-1

The contractor (identified above) hereby certifies that he has examined and fully understands the project requirements and intent of the Request for Proposal AND CONTRACT DOCUMENTS, including Drawings, Project Manual, and Addenda; and proposes to furnish all labor, materials, and equipment necessary to complete the work on or before, the dates specified in the Contract Documents for the Alternate SS-1 for the sum of:

Seventeen thousand nine hundred and 00/100 dollars

(Words)

\$17,900.00

(Figures)

Show amount of Alternate No. SS-1 in both words and figures; in case of discrepancy between words and figures shown, the amount shown in words will govern.

UNIT COST – SU-1

Provide Unit Cost to add (1) Data cable up to 300 feet long, this cost should include: material, labor, installation, testing and Identification per the specifications for data cabling.

Three hundred fifty and 00/100 dollars

(Words)

\$350.00

(Figures)

(Figures)

Show amount of RFP in both words and figures; in case of discrepancy between words and figures shown, the amount shown in words will govern

LIST OF ADDENDA RECEIVED

No. 1 Date 12/1/20

No. 2 Date 12/8/20

ATTACHMENTS

Enclosed with this RFP are the following attachments:

- 1. Attachment #1 - Non-Collusive Certificate
- 2. Attachment #2 - Certified Corporate Resolution

EXECUTION OF CONTRACT

If written notice of the acceptance of this RFP is mailed, telegraphed, or otherwise delivered to the undersigned within (45) days after the date of opening of the RFPs, or any time thereafter, the undersigned will, within ten (10) days after the date of such delivery, execute and deliver a contract in the form as required by the Owner.

This RFP may be withdrawn at any time prior to the scheduled time for the opening of RFP, or any authorized postponement thereof.

SIGNATURE

() NAME OF CONTRACTOR (Corporate Name)

() Comalli Group Inc.


(Corporate Seal)

() SIGNATURE (Corporate Officer)

()

()

()



DATE: 12/11/20

RFP FORM ATTACHMENT #1

**GENERAL CONDITIONS TO RFP
NON-COLLUSIVE RFP CERTIFICATION**

No RFP will be accepted that does not have this form completely executed.

By submission of this RFP, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint RFP each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (a) The prices in this RFP have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractors or any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this RFP have not been knowingly disclosed by the contractors and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor;
- (c) No attempt has been made or will be made by the contractor to induce any other person, partnership, or corporation to submit or not to submit a RFP for the purpose of restricting competition;
- (d) The person signing this RFP or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the contractor as well as to the person signing in its behalf;
- (e) That attached hereto (if corporate contractor) is a certified copy of resolution authorizing the execution of this certified by the signature of this RFP or proposal in behalf of the corporate contractor.

(Individual)

Comalli Group Inc.

(Corporation)

Dated: 12/11/20 By 
(Signature of Officer)

This Non-Collusive RFP Certificate must be submitted with the RFP.

RFP FORM ATTACHMENT #2

CERTIFIED CORPORATE RESOLUTION

RESOLVED THAT **Nathan Bryant** be authorized to sign and submit the RFP or proposal of this corporation for the following project:

Security System Upgrade for Averill Park

Central School District

and to include in such RFP or proposal the certificate as to non-collusion required by section one hundred three-d (103-d) of the general municipal law as to the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate contractor shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution and adopted by

Comalli Group Inc. at a meeting of its board of directors held on the

9th day of December 2020.



(Secretary)

This Certified Corporate Resolution must be submitted with the RFP.



January 5, 2021

Dr. James Franchini
Averill Park Central School District
146 Gettle Road
Averill Park, NY 12017

Re: District-Wide Security Project
Averill Park CSD – 2012.1

Dear Dr. Franchini,

Enclosed are contracts for the above referenced project. Please sign where indicated.

The contract highlighted "Owner" contains the original bid, insurance certificates and performance and payment bond should be retained at the District. Please **return** the contract highlighted "Architect" to our office. We briefly checked the bonds and insurance documents for general compliance with the specifications. We recommend that you request your insurance agent to review these documents in detail.

The contractors are required to provide updated certificates of insurance to the District upon renewal or replacement of coverage. We recommend that you request your insurance agent to review these certificates to verify compliance and continuous coverage. The district has the right to withhold payment to any contractor who does not have an up to date insurance certificate filed with your office. Please notify the contractor when their insurance is about to expire.

Very truly yours,

Cynthia Golding
Executive Administrator

Mosaic Associates Architects

The Frear Building, 2 Third Street, Suite 440, Troy, NY 12180 T 518.479.4000 1.877.479.3744 F 518.477.1356