



Genesee Gateway Local Development Corp.
Meeting Agenda
Tuesday, July 28, 2020
Location: Electronically

PAGE#

- 1.0 Call to Order 3:30pm**
Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, this Meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.
- 2.0 Chairman's Report and Activities 3:30pm**
 - 2.1 Upcoming Meetings:
Next Scheduled Board Meeting: Thursday, August 6th at 4:00 p.m.
Audit & Finance Committee Meeting: Tuesday, August 4th at 8:30 a.m.
 - 2.2 Agenda Additions/ Deletions / Other Business ****Vote**
 - 2.3 Minutes: July 2, 2020 and July 9, 2020 ****Vote**
- 3.0 Report of Management – M. Masse 3:35pm**
 - 3.1 Letter from Selective Insurance
 - 3.2 Claim Status with Western World
 - 3.3 Great Lakes Security – Water Damage Repair Contract ****Vote**
 - 3.4 Electrical Repair Work Proposal ****Vote**
 - 3.5 Construction Repair Work Proposal ****Vote**
- 4.0 Audit & Finance Committee – D. Cunningham 4:00pm**
 - 4.1 Nothing at this time.
- 5.0 Governance & Nominating Committee – S. Noble-Moag 4:00pm**
 - 5.1 Nothing at this time.
- 6.0 Other Business 4:00pm**
 - 6.1 Nothing at this time.
- 7.0 Adjournment 4:00pm**

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**GGLDC Board Meeting
Thursday, July 2, 2020
Location: Electronically
4:00 PM**

GGLDC MINUTES

Attendance

Board Members: D. Cunningham, P. Battaglia, S. Noble-Moag, C. Yunker, T. Bender, T. Felton, P. Zelif
Staff: L. Casey, P. Kennett, C. Suozzi, J. Krencik, S. Hyde, L. Farrell, M. Masse
Guests: A. Vanderhoof (GCEDC Board Member), A. Young (GCEDC Board Member), M. Gray (GCEDC Board Member)
Absent: M. Wiater, G. Torrey

1.0 Call to Order

D. Cunningham called the meeting to order at 4:42 p.m. via conference call / video conference.

Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo’s Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, this Meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.

2.0 Chairman’s Report and Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, August 6th at 4:00 p.m.
Audit & Finance Committee Meeting: Tuesday, August 4th at 8:30 a.m.

2.2 Agenda Additions/ Deletions/ Other Business –

S. Noble-Moag made a motion to remove Agenda item 4.2 Assessment of the Effectiveness of Internal Controls; the motion was seconded by T. Felton. Roll call resulted as follows:

T. Felton -	Yes	S. Noble-Moag -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
T. Bender -	Yes	C. Yunker -	Yes
G. Torrey -	Absent	M. Wiater -	Absent
P. Zelif -	Yes		

The item was approved as presented.

2.3 Minutes: June 4, 2020

T. Felton made a motion to approve the June 4, 2020 minutes; the motion was seconded by C. Yunker. Roll call resulted as follows:

T. Felton -	Yes	S. Noble-Moag -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
T. Bender -	Yes	C. Yunker -	Yes
G. Torrey -	Absent	M. Wiater -	Absent
P. Zelif -	Yes		

The item was approved as presented.

3.0 Report of Management

3.1 Nothing at this time.

4.0 Audit & Finance Committee – D. Cunningham

4.1 May 2020 Financial Statements - L. Farrell noted the following:

- On the balance sheet, loans receivable increased by about \$320,000. We closed on the Kego loan, which was the Keister loan for a new business in LeRoy, and the Freightliner loan, which was funded by an OCR grant.
- On the Profit & Loss Statement, there is almost \$500,000 in site development expense. The Board approved an agreement between the Town of Pembroke, the GCEDC and the GGLDC. The GGLDC committed CBA funds on hand to support the Corfu wastewater treatment facility construction expansion.
- Expenses are where they should be to date.

This was recommended for approval by the Committee.

P. Zelif made a motion to approve the May 2020 Financial Statements as presented; the motion was seconded by S. Noble-Moag. Roll call resulted as follows:

T. Felton -	Yes	S. Noble-Moag -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
T. Bender -	Yes	C. Yunker -	Yes
G. Torrey -	Absent	M. Wiater -	Absent
P. Zelif -	Yes		

The item was approved as presented.

5.0 Governance & Nominating Committee – S. Noble-Moag

5.1 Nothing at this time.

6.0 Other Business

6.1 Nothing at this time.

7.0 Adjournment

As there was no further business, C. Yunker made a motion to adjourn at 4:46 p.m., which was seconded by T. Bender and passed unanimously.

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**GGLDC Board Meeting
Thursday, July 9, 2020
Location: Electronically
8:30 AM**

GGLDC MINUTES

Attendance

Board Members: S. Noble-Moag, C. Yunker, T. Bender, T. Felton, P. Zelif, M. Wiater, G. Torrey
Staff: L. Casey, P. Kennett, C. Suozzi, J. Krencik, S. Hyde, L. Farrell, M. Masse
Guests: J. Teresi (Tompkins Insurance)
Absent: D. Cunningham, P. Battaglia

1.0 Call to Order

T. Felton called the meeting to order at 8:32 a.m. via conference call / video conference.

Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo’s Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, this Meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.

2.0 Chairman’s Report and Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, August 6th at 4:00 p.m.
Audit & Finance Committee Meeting: Tuesday, August 4th at 8:30 a.m.

2.2 Agenda Additions/ Deletions/ Other Business –

P. Zelif made a motion to add Agenda item 3.2 Potential Amendment of Existing Roof Contract; the motion was seconded by M. Wiater. Roll call resulted as follows:

T. Felton -	Yes	S. Noble-Moag -	Yes
D. Cunningham -	Absent	P. Battaglia -	Absent
T. Bender -	Yes	C. Yunker -	Yes
G. Torrey -	Yes	M. Wiater -	Yes
P. Zelif -	Yes		

The item was approved as presented.

3.0 Report of Management

3.1 MedTech Centre Building Repairs Remediation – M. Masse began by thanking the Board for coming together on short notice to discuss the damage to MedTech Centre that occurred due to the work in process for roof repairs. The roof at the MedTech Centre suffered roof damage due to the high winds in December 2019 / January 2020. The GGLDC awarded a contract to Finger Lakes Service Group, Inc, a

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company that was certified to complete the replacement and would not invalidate the current remaining warranty on the roof. Repairs to the roof began the week of June 28, 2020. The work was not completed by the end of the week as originally anticipated. A tarp was placed over the roof for the holiday weekend; however, there was a heavy rainstorm on Friday, July 3 that ultimately caused significant damage to the inside of the building.

Returning to the office on Monday, July 6, M. Masse discovered fallen and damaged ceiling tiles, wet carpets and damage to exterior walls in the GCEDC space. Upon further investigation he found standing water, fallen and damaged ceiling tiles and damage to exterior walls in GCC's space. The damage to the contents of GCC's space is unknown; however, there is potential damage to their laptops and mannequins used in their classrooms. GCC will be making a separate insurance claim for their contents as they are responsible for this component. The GGLDC is responsible for the building.

J. Teresi was notified of the damage on July 6. Due to the damage caused by water, as well as the fact that there was still standing water in the classrooms, J. Teresi recommended getting a remediation company in immediately to start work in order to prevent the damage from becoming worse due to mold or being absorbed further into the dry wall. The remediation by EMS started immediately to prevent mold growth and to dry out saturated areas. EMS issued a report, which was included with the Board materials. The full extent of the damage will not be known until the remediation is complete; however, an estimate has been provided based upon an initial inspection. The estimate does not include an inspection of the alarm system, HVAC or electrical. Separate inspections were completed. The security company determined that two smokeheads need to be replaced, which is estimated to cost approximately \$1,700. Turnbull inspected the HVAC system. No repairs are necessary. An electrician is scheduled to inspect for electrical damage on July 10. J. Teresi also noted that, at this time, it appears that Selective Insurance will not subrogate because the claim is due to negligence. The roofing company left drains in the roof upside down for the weekend. Therefore, Selective Insurance is indicating that there is not a coverable claim. We are waiting to receive the final determination.

We received about \$27,000 from the insurance company to cover the original roof repair, which is currently in Restricted Funds. We also have a Reserve for Replacement fund required by the USDA that is in place for instances like this that could cover these costs.

P. Zelif made a motion to authorize the contract for remediation that totals \$27,000; the motion was seconded by C. Yunker. Roll call resulted as follows:

T. Felton -	Yes	S. Noble-Moag -	Yes
D. Cunningham -	Absent	P. Battaglia -	Absent
T. Bender -	Yes	C. Yunker -	Yes
G. Torrey -	Yes	M. Wiater -	Yes
P. Zelif -	Yes		

The item was approved as presented.

3.2 Potential Amendment of Existing Roof Contract - The owner of the roofing company, Daisy Davis, was also notified of the damage on Monday, July 6. She came to inspect the extent of the damage and stated that she would prefer not to submit an insurance claim if possible. The contract signed with the roofing company has a hold harmless clause in it and we are listed on their insurance policy as an additional insured. We can submit directly to Finger Lakes' insurance company if needed. M.Masse requested a claim number from Daisy Davis but has not received a response yet. P. Zelif stated that if the roofing company does not provide a claim number by the end of the day, July 9, Harris Beach should send a letter notifying Finger Lakes that they are the cause of this damage and it is our intent to pursue

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legal action in the event insurance does not cover it. Additionally, payment will be withheld until damages to the building have been resolved.

C. Yunker made a motion to authorize staff to contact legal counsel to begin correspondence to the roofing company that indicates that 1) they are to send an insurance claim number to allow us to submit for damages and 2) informing them that payment for the roof repairs will be withheld until we receive confirmation from the insurance company that they are going to pay for the damages; the motion was seconded by M. Wiater. Roll call resulted as follows:

T. Felton -	Yes	S. Noble-Moag -	Yes
D. Cunningham -	Absent	P. Battaglia -	Absent
T. Bender -	Yes	C. Yunker -	Yes
G. Torrey -	Yes	M. Wiater -	Yes
P. Zelif -	Yes		

The item was approved as presented.

4.0 Audit & Finance Committee – D. Cunningham

4.1 Nothing at this time.

5.0 Governance & Nominating Committee – S. Noble-Moag

5.1 Nothing at this time.

6.0 Other Business

6.1 Nothing at this time.

7.0 Adjournment

As there was no further business, P. Zelif made a motion to adjourn at 9:05 a.m., which was seconded by C. Yunker and passed unanimously.

Letter from Selective Insurance Company

Discussion: The GGLDC has received a decline of coverage for the water damage sustained at the MedTech Centre. The GGLDC can appeal this determination and request them to look at it again. If Selective made the determination that this is an insurable claim, it allows the GGLDC to subrogate the liability and allow the GGLDC to be reimbursed fully (subject to our \$2,500 deductible) while Selective would pursue collection from the roofing company's insurance provider.

Fund Commitment: None.

Board Action Request: Recommend writing a letter to Selective to take another look at the claim request from the GGLDC.



Michael Gruninger
Selective Insurance Company of America
Mailing address for correspondence:
P.O. Box 7264
London, KY 40742
Phone#: 973-948-1810
Fax#: 877-233-0917
michael.gruninger@selective.com

July 10, 2020

Genesee County Industrial Development Agency Inc.
Attn: Penny Kennett
99 Med Tech Dr
Batavia, NY 14020-9712

RE: Insured: Genesee County Industrial Development Agency Inc.
Our Claim Number: 22124347
Selective Policy Number: S 1754994
Policy Period: 1/1/2020-1/1/2021
Policy Limits: \$7,048,428
Date of Loss: 7/3/2020
Company Name: Selective Insurance Company of America

Dear Ms. Kennett,

I am a Property Claims Specialist employed by Selective Insurance Company of America, which is handling this claim on behalf of your insurance carrier, Selective Insurance Company of America (Selective). I am responsible for handling this claim and determining what coverage may be available under the terms of the insurance policy you purchased from Selective.

You have requested that Selective provide insurance coverage for the claim for interior water damage. That request was made under the insurance policy referenced above.

SUMMARY OF SELECTIVE'S POSITION

We have carefully evaluated the facts and circumstances of this claim. Unfortunately, we must advise you that the terms of the policy that you purchased from Selective do not afford insurance coverage for this claim. The purpose of this letter is to explain how we came to this decision. Obviously, if you feel we have reached this determination in error, please contact me so we can discuss this matter and I will be happy to answer any questions you may have.

However, if you should come into possession of new or different information you feel may cause Selective to change its decision; we will be pleased to review it. On the other hand, if we do not hear from you in the next 30 days, we will assume you accept our decision and we will close our file.

FACTS OF THIS CLAIM

You reported to us that on or about July 3, 2020, your building at 99 Med Tech Dr. sustained interior water damage when water leaked through the roof that was in process of being repaired. Subsequently, we spoke to the roofing company owner, Daisy Davis, and she advised that they had not clamped in the drains and had not finished the detailing of the roof. A rainstorm caused the roof to leak around the drains causing interior building damage.

SELECTIVE'S COVERAGE POSITION

Based upon our investigation we have identified certain provisions of your policy which are applicable to this claim. In this section, we will review those parts of your policy and explain why coverage is not available under the terms of the policy you purchased.

We wish to bring your attention to section A. Coverage, under your BUILDING AND PERSONAL PROPERTY COVERAGE FORM (CP00 10 10 12) coverage form:

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this Section, A.1., and limited in A.2., Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

- a. Building, meaning the building or structure described in the Declarations, including:
- b. Your Business Personal Property consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations whichever distance is greater:

3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

B. Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations

Please next refer to the CAUSES OF LOSS — SPECIAL FORM (CP 10 30 09 17) coverage form, which contains the following relevant language:

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

Please note that your policy also contains Exclusions which may bar coverage in this case. We turn your attention to section B. Exclusions under your CAUSES OF LOSS — SPECIAL FORM (CP 10 30 09 17) coverage form:

3. We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;

We next refer you to the limitations section of the CP 10 30 0917:

C Limitations

The following limitations apply to all policy forms and endorsements unless otherwise stated.

- 1) We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - c) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - 1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - 2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

The above limitation applies as there is no physical damage by a covered cause of loss to the building from which the water entered causing the interior water damage. Also, the quoted exclusion applies to the work being done by Fingerlakes Service Group on your roof at the time of the leak. Based on the above quoted policy language your claim for interior water damage to building and business personal property is denied.

As noted, we have reviewed your entire Policy and have not found any other relevant Insuring Clause that may apply to your losses. Because your Claim does not raise the potential for coverage under the Policy, Selective has no obligation to indemnify Genesee County Industrial Development Agency Inc. Selective expressly reserves all rights and defenses under and in connection with the Policy, applicable law and equity, including, without limitation, the right to assert any other rights, terms, conditions, and exclusions in the Policy not referenced in this letter. This letter is not intended as an exhaustive discussion of all Policy provisions that may ultimately apply to this Claim. There may be additional defenses to coverage, some not yet apparent, that may come to light as the Claim progresses. Nothing in this letter, and no actions taken by Selective or its representatives in investigating this Claim, shall be construed as a waiver of any right, remedy or defense available to Selective under the Policy or applicable law.

Hopefully, this letter provides you with a clear explanation of Selective's position regarding your insurance coverage available for this claim. However, if you would like to discuss any aspect of this claim, I would be happy to discuss such matters with you. I can be reached at the phone number set forth above.

I am sorry that we were unable to reach a more favorable determination concerning this claim.

Should you wish to take this matter up with the New York State Department of Financial Services, you may file with the Department either on its website at <http://www.dfs.ny.gov/consumer/fileacomplaint.htm> or you may write to or visit the Consumer Assistance Unit, Financial Frauds and Consumer Protection Division, New York State Department of Financial Services, at: 25 Beaver Street, New York, NY 10004; One Commerce Plaza, Albany, NY 12257; 163B Mineola Boulevard, Mineola, NY 11501; or Walter J. Mahoney Office Building, 65 Court Street, Buffalo, NY 14202

I am also required to advise that:

“Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each violation.”

Sincerely,

Michael Gruninger
Michael Gruninger
Property Claims Specialist

Claims activities are conducted by employees of Selective Insurance Company of America, either on its own behalf or as the servicing carrier for the Selective insurer affiliate which issued the policy that corresponds to the claim referenced above.

Great Lakes Security Company proposal

Discussion: The GGLDC has received a quote from the company who monitors and services the fire and security system at the MedTech Centre to repair items that were damaged due to water leaks from the roof.

Fund Commitment: \$1,292.50 out of MedTech Centre cash account. The GGLDC will pursue reimbursement from the roofing company's insurance provider on this work.

Board Action Request: Acceptance and approval of the quote from Great Lakes Building Systems in the amount of \$1,292.50 to repair water damage to fire detection equipment.



Fire/Security Systems Integrators

QUOTE

Buffalo

116 Gruner Road
Buffalo, NY 14227
716-892-LAKE
fx 716-892-5855

Rochester

333 Metro Park 102S
Rochester, NY 14623
585-235-LAKE
fx 585-235-5261

Syracuse

306 Lakeside Road
Syracuse, NY 13220
315-466-LAKE
fx 315-214-5016

Quote #	JLG Q20419
Date	07/08/20
Terms	

Quote To:

Genesee Gateway Local Dev(GGLDC)
Penny
99 Medtech Dr
Batavia, NY 14020

Phone
Fax

Ship To:

Genesee Gateway Local Dev(GGLDC)
Penny
99 Medtech Dr
Batavia, NY 14020

Email
Cell

Your Sales Rep:

Jennifer L. Glica

Quote to replace water damaged smoke detector and duct detector components for classroom 206. Includes testing of new devices upon completion.

*Water damage must be dry and drywall up for us to complete.

Ln #	Qty	Description	Manufacturer
1	1	INTELLIGENT ADDRESSABLE PHOTO DETECTOR, WITH BASE.	Notifier
2	1	REMOTE TEST STATION; WITH SWITCH, ALARM AND POWER LED?S.	Notifier
3	1	REMOTE TEST CAPABLE INTELLIGENT ADDRESSABLE PHOTO DETECTOR; FOR USE WITH DNR(W) DUCT DETECTOR HOUSING	Notifier
4	1	INNOVAIRFLEX INTELLIGENT DUCT DETECTOR, NON-RELAY, DOES NOT INCLUDE HEAD.	Notifier
5	1	TECHNICAL LABOR	

SubTotal	\$1,292.50
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$1,292.50

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED ON TOTAL PURCHASE. LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR. MINIMUM 15% RESTOCKING WITH ORIGINAL PACKAGING. PRICING GOOD FOR 90 DAYS. LABOR RATE IS M-F

Electric repair work proposal

Discussion: The GGLDC solicited quotes from electric companies to complete the repair work at the MedTech Centre from damages from water leaks in the roof. The following were the bids:

1. Gilligan Electric Corp. – \$20,471.80
2. Humphrey Electric - \$15,250.00
3. McCabe Electric – did not respond to inquiry

Fund Commitment: \$15,250.00 out of MedTech Centre cash account. The GGLDC will pursue reimbursement from the roofing company's insurance provider on this work.

Board Action Request: Acceptance and approval of the quote from Humphrey Electric in the amount of \$15,250.00 to repair water damage to electrical equipment.



Gilligan Electric
 7992 Oatka Trail
 LeRoy, NY 14482

Estimate

Date	Estimate #
7/28/2020	323

Name / Address
GCEDC 99 MedTech Dr Batavia, NT 14020

Project

Description	Qty	Rate	Total
<p>Gilligan Electric respectfully submits this proposal in conjunction with electrical work to be performed Upstate MedTech Centre in Batavia, NY. This scope of work is based on work scope emailed to us on 7/27/2020. This work meets all requirements based on the National Electrical code. Quote is good for 30 days. Terms are 20 days</p> <p>Electrical Renovations to include:</p> <ul style="list-style-type: none"> - replace 65 T8 2x4 troffer with a new 2x4 LED 4K flat panel troffer (see attached fixture submittals) - replace existing wiring between fixtures with new MC cable and connectors - replace 6 occupancy sensors with new - replace power packs with new - replace 4 duplex receptacles with commercial grade receptacles - replace 4 wall switches with commercial grade switches - repair 12 floor plugs by replacing the receptacles and existing wire with new, clean cover - all debris will be hauled off site and properly disposed of - our work will be inspected by an independent certified electrical inspector 		20,471.80	20,471.80
		Subtotal	\$20,471.80
		Sales Tax (8.0%)	\$0.00
		Total	\$20,471.80

E-mail
gilliganelectric@gmail.com

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HUMPHREY ELECTRIC & SECURITY, INC.

ELECTRICAL CONSTRUCTION AND DESIGN
ELECTRICAL, ALARM, DATA AND PHONE SYSTEMS
Master License 1918 NYS Alarm License 12000169239
7700 HEWES ROAD BERGEN, NEW YORK 14416
(585) 494-2400 (585) 494-1553 FAX

7/21/2020

MEDTECH CENTRE
Suite 106
Batavia, New York 14020

Mark A. Masse, CPA

Re: GCC 2nd floor water damage

Supply all labor and material necessary to replace electrical items damaged by water from roof leak.

- 1) Replace a total of 65-T8, 2x4 recessed light fixtures that have signs of water damage, replacement lights shall be 2x4 LED
- 2) Replace 12/2 MC wiring for light fixtures.
- 3) Replace 4 water damaged occupancy sensors mounted in ceiling tile
- 4) Replace 4 power paks to control lights
- 5) Replace 4 duplex receptacles
- 6) Replace 4 wall switches.
- 7) Repair water damages floor plugs., clean cover, new receptacles, use existing wiring to junction box
- 8) Prevailing wages
- 9) Non taxable

Quote.....\$ 15,250.00

Thank you,
David A Humphrey

Construction repair work proposal

Discussion: The GGLDC solicited quotes from construction companies to complete the repair work at the MedTech Centre from damages from water leaks in the roof. The following were the bids:

1. Thompson Builds, Inc. – \$19,240
2. Whitney East - \$23,274
3. Relentless Construction - \$26,750
4. Breton Construction – no response to inquiry
5. SJF Construction – declined to bid due to timeframe

Fund Commitment: \$19,240.00 out of MedTech Centre cash account. The GGLDC will pursue reimbursement from the roofing company's insurance provider on this work.

Board Action Request: Acceptance and approval of the quote from Thompson Builds, Inc. in the amount of \$19,240.00 to repair water damage to drywall, insulation, etc. equipment.



July 20, 2020

Mark Masse
Genesee County ECONOMIC Development Center
99 MedTech Drive
Batavia, NY 14020

RE: Restoration

Dear Mark,

We are pleased to submit this proposal to provide construction services at GCDEC in Batavia, NY. Thompson Builds, Inc. will provide the following services for the stipulated sum below.

Alterations:

- Supply and Install new ceiling tiles on 1st and 2nd floors.
- Supply and install new insulation in walls as per report.
- Supply/install new drywall on 1st and 2nd floor per report.
- Prime and paint all walls in damaged areas.
- Supply and install new carpet tiles of equal value on 1st floor.
- Install new vinyl base to match as per report, on both floors.
- **Total Price for Labor, Materials, and Equipment. \$19,240.00**
- **Labor Rate is based on Prevailing Wage.**

Qualifications:

- Payment terms: We will invoice on a monthly basis for completed work and request payment within 15 days. All invoices not paid within the 15 days will accrue interest at the rate of 2% per month.

Thank you very much for considering Thompson Builds, Inc. for this project. We would greatly appreciate this opportunity to be of service to you.

Sincerely,

Accepted By/Date:

Scott Kaper – Thompson Builds, Inc.

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Whitney East Inc.

General Contractor Construction Manager

1504 Scottsville Road
Rochester, NY 14623
585.328.7100 (ph)
585.328.4956 (fax)
WhitneyEast.com
Builders@WhitneyEast.com

7/21/2020

Mark Masse

Re: GCEDC Med-Tech Roof Damage Repair

Dear Mark,

After reviewing the damage at GCEDC Med-Tech, below you will find the break out of the pricing to repair.

Drywall	\$ 7,614.00
Acoustical Ceilings	\$ 2,999.00
Flooring	\$ 3,917.00
Paint	\$ 3,900.00
Dumpsters	\$ 500.00
Supervision	\$ 850.00
Final Cleaning	\$ 1,000.00
Sub-Total	\$20,780.00
O&P (12%)	\$ 2,494.00

Total price for the work above..... \$23,274.00

If there are any questions regarding this quoted feel free to contact me at any time.

Thanks,

ZAC CONDIDORIO

Zac Condidorio
Project Manager / Estimator

Proposal

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NOLAN CONSTRUCTION LLC

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COMMERCIAL • RESIDENTIAL
332 Vienna Street, Palmyra NY 14522
(315) 597-6076

Mobile Phone: (585) 729-8222 Fax: (315) 597-8841

PROPOSAL SUBMITTED TO <i>WHITNEY EAPT</i>		PHONE	DATE <i>7/21/20</i> 7/17/20
ADDRESS		JOB NAME <i>Med Tech</i>	
ARCHITECT	DATE OF PLANS	JOB LOCATION	

We hereby submit estimates for:

1) Replace Drywall + INSULATION & Water Damages Walls

\$ 5000.00 + 7614.00

2) Replace A/C Ceiling Tile From Water Damage

\$ 2400.00 + 2999.00

TOTAL *\$ 7400.00 + 10615.00*

Remainder

DOES NOT INCLUDE ANY ALTERNATES UNLESS SPECIFIED ABOVE - DUMPSTERS BY OTHERS - HEAT BY OTHERS (TO MAINTAIN 50°F TEMP.)

We propose hereby to furnish material and labor — or labor only in accordance with above estimates, for the sum of:

dollars (\$ *7400.00*)
10,615.00

Price may change subject to material price increases. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. In the event that Nolan shall prevail in any legal dispute arising over the performance of the work which is subject of this Proposal, then you agree to pay Nolan reasonable attorney's fees and other cost and expenses incurred as a result of such dispute. Reasonable collection and attorney fees will be assessed to all accounts placed for collection. Payment will be made at completion of work.

Authorized Signature *[Signature]*

Note: This proposal shall be null and void if not accepted within 30 days.

Acceptance of Proposal — The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Upon your receipt of a copy of this agreement signed by Nolan, then your authorization to proceed with the work, expressed or implied, whether oral or in writing (regardless whether such writing constitutes a separate contract covering substantially the same work), constitutes acceptance of the terms of this Proposal (unless superceded by a merger clause which specifically refers to and supercedes this Proposal - general or blanket merger clauses excluded), regardless whether this Proposal is executed by you.

Signature _____ Date _____

Signature _____ Date _____

3.5

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Will's Carpet One
651 East Main St
Batavia, NY 14020

Proposal And Acceptance

Phone: 585-343-7830 Fax: 585-343-0875

PROPOSAL SUBMITTED TO:

Whitney East , Inc.

PHONE:

314-8767

FAX OR EMAIL:

zac.c@whitneyeastinc.com

DATE

7/16/2020

STREET:

1504 Scottsville Rd.

JOB:

Med Tec

CITY, STATE, ZIP:

Rochester, NY 14623

Attn.

Zac Condidorio

First Floor Conference Room and 2 Offices-Carpet to be determined

Supply and install carpet allowance \$ 2.25SQft'	\$2,050.00
Supply and install 4" straight base #168 Thunder	\$ 412.00
Finish tear out	\$ 100.00
Flash old adhesive with Ardex	\$ 578.00

Second Floor Hall, Rooms 206, 207, 208, 209-Cove Base #168 Thunder

Supply and install in areas where walls are removed	\$ 780.00	
	\$3,917.00	Prevailing Rate

No sales tax included

WE PROPOSE: TO HEREBY FURNISH MATERIAL AND LABOR-COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF:

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATIONS FROM ABOVE INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY INSURED BY WORKMEN'S COMPENSATION INSURANCE,

AUTHORIZED SIGNATURE: _____

PLEASE NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN THIRTY DAYS

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT TO BE MADE UPON COMPLETION OF WORK.

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

FRANK THE BRUSH INC

3999 RIDGE ROAD
ELBA, NY 14058

Estimate

frankthebrush01@gmail.com

Date	Estimate #
7/15/2020	819

Phone #	585-356-0755	Fax #	585-757-2727
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Name / Address
Whitney East Inc 1504 Scottsville Road Rochester NY 14623

Project

Description	Qty	Rate	Total
This price is for labor and material to prime and paint walls in various rooms on second floor and on first floor of Medtech Building total cost at prevailing rate		3,900.00	3,900.00
Sales Tax		8.00%	0.00
		Total	\$3,900.00



13860 Gillette Rd
Albion, NY 14411

Phone 585-416-9456
Cell 585-416-8349

josh@relentlessconstruction.com

Proposal: RC-104-07162020

Water Damage Repair
Genesee County Economic Development Center
Attn: Mark Masse
99 WedTech Dr Suite 106
Batavia, NY 14020

Attn: Mr. Mark Masse, CPA

Thank you for allowing me the opportunity to submit this proposal for the work reviewed at site on 7/14/2020. In this proposal you will find the work listed by room with a description of the work necessary for occupancy. I will also include an addendum calling out areas that were not listed on the Expert Mitigation Services documentation that you may consider reviewing. Lastly, Relentless Construction, LLC uses all HEPA drywall sanders and dust extractors to limit dust exposure up to 98% as rated by Festool.

***Estimate Start Date – 07/27/2020 but can be sooner if requested. Completion date 08/07/2020**

*I recommend using 2' x 2' carpet tile, this allows for lower cost building maintenance in the future.

1st Floor Scope of Work Listed by Room: Insulation, drywall, tape and paint, ceiling tile replacement, flooring replacement and cove base installation.

ST2 Stairwell:

- Replace (2) ceiling tiles

Consultants Room:

- Replace (1) ceiling tile

Mark Masse Office:

- Replace (8) ceiling tiles

- Re-insulate the lower 16" of wall space.
- Hang and tape approximately 2 sheets of 5/8" drywall.
- Prime and paint all walls in office space. Owner to choose wall color.
- Finish removing carpet and install 185 square feet of close match 2'x2' carpet tile
- Install standard 4" commercial grade cove base once flooring is replaced.

Vincent Conference Room:

- Replace (7) ceiling tiles.
- Re-insulate area of wall before drywall is installed.
- Hang and tape approximately 1 sheet of 5/8" drywall.
- Prime and paint all walls in office space. Owner to choose wall color.
- Finish removing carpet and install approximately 300 square feet of close match 2'x2' carpet tile
- Install standard 4" commercial grade cove base once flooring is replaced.

Steven Hyde Office:

- Replace (7) ceiling tiles.
- Re-insulate area of wall before drywall is installed.
- Hang and tape approximately 4 sheets of 5/8" drywall
- Prime and paint all walls in office space. Owner to choose wall color.
- Finish removing carpet and install approximately 325 square feet of close match 2'x2' carpet tile.
- Install standard 4" commercial grade cove base once flooring is replaced.

Summit Occupational Therapy:

- Replace (3) ceiling tiles.

Occupational Therapy Office:

- Replace (1) ceiling tile.
-

2nd Floor Scope of Work Listed by Room: Insulation replacement, drywall hang, tape, and paint all 4 walls, replace cove base that has been removed, install replacement ceiling tile.

Main Corridor:

- Replace (3) ceiling tiles.
- Re-insulate area of wall before drywall is installed.
- Hang and tape approximately 1 sheet of 5/8" drywall
- Prime and paint all walls in corridor. Owner to choose wall color.
- Install cove base along new drywall

Room 208:

- Replace (57) ceiling tiles

- Re-insulate area of wall before drywall is installed
- Hang and tape approximately 9 sheets of 5/8" drywall
- Prime and paint all walls in room. Owner to choose wall color.
- Install cove base along new drywall

Room 209:

- Replace (11) ceiling tiles.
- Re-insulate area of wall before drywall is installed
- Hang and tape approximately 9 sheets of 5/8" drywall
- Prime and paint all walls in room. Owner to choose wall color.
- Install cove base along new drywall

Room 207:

- Replace (7) ceiling tiles.
- Re-insulate area of wall before drywall is installed.
- Hang and tape approximately 1 sheet of 5/8" drywall
- Prime and paint all walls in room. Owner to choose wall color.
- Install cove base along new drywall

Room 206:

- Replace (45) ceiling tiles.
- Re-insulate area of wall before drywall is installed.
- Hang and tape approximately 1 sheet of 5/8" drywall
- Prime and paint all walls in room. Owner to choose wall color.
- Install cove base along new drywall

Room 205:

- Replace (9) ceiling tiles.

Room 204:

- Replace (12) ceiling tiles.
- Re-insulate area of wall before drywall is installed.
- Hang and tape approximately 9 sheets of 5/8" drywall
- Prime and paint all walls in room. Owner to choose wall color.
- Install cove base along new drywall

WE PROPOSE HEREBY TO FURNISH MATERIAL; AND LABOR – COMPLETE IN ACCORDANCE WITH THE SPECIFICATIONS ABOVE FOR THE SUM AMOUNT: \$ 26,750.00

UPON THE TERMS AND CONDITIONS SET FORTH IN THE ATTACHED CONTRACT, WHICH PROJECT WE ESTIMATE WILL REQUIRE **10 WORKING DAYS TO COMPLETE.**

CONSTRUCTION CONTRACT

This Construction Contract (the "Contract") is made as of _____, 20__ (the "Effective Date") by and between _____ ("Customer" or "Owner") of the property located at _____ ("Property") and Relentless Construction, LLC ("Contractor") with an address at 13860 Gillette Road, Albion New York 14411. In consideration of the mutual promises set forth below, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Contractor will provide to Customer the services described in the attached Proposal (collectively, the "Services" or "Project").
- 2. SCOPE OF WORK.** Contractor agrees to provide all materials, labor, tools, equipment, supervision, supplies, and other items necessary or required to execute the Services at the property described on the Proposal hereinafter referred to as ("Worksite"). This includes building and construction materials, labor, and all required tools and machinery needed for completion of construction. Customer will make available to Contractor all plans, specifications, drawings, blueprints, and similar construction documents necessary for Contractor to provide the Services described herein. Contractor shall visit the Worksite before starting work to understand access restrictions to the site. Contractor shall provide a qualified onsite supervisor whenever work is being performed.
- 3. COMPLIANCE WITH LAWS.** Contractor shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.
- 4. WORK SITE.** Customer warrants that Customer owns the Property herein described, and has the authority to improve the Property as contemplated by this Contract without additional approvals required. Prior to the start of construction, Customer shall provide an easily accessible building site, which meets all zoning requirements for Project, and in which the boundaries of Customer's property will be clearly identified by stakes at all corners of the property, if applicable. Customer shall maintain these stakes in proper position throughout construction. Customer will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. Contractor shall at all times keep the project site clean of debris, trash, and any waste materials arising from the performance of the Contract. Contractor is responsible for removal and proper disposal of all debris created as a result of the work being performed. Contractor and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance with all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including the Federal Occupational Safety and Health Administration, and any safety measures required by Owner. Safety of Contractor's employees, whether or not in common work area, is the responsibility of Contractor. Contractor agrees to instruct all its employees to inform Owner immediately of any unsafe conditions or practice whether or not in common work areas. Contractor agrees to instruct all its employees to immediately notify Owner of any injury or incident that may give rise to a claim.

5. PAYMENT. In consideration of the Services, the Customer agrees to pay Contractor according to the payment schedule set forth in the Proposal (if not specified, then payment shall be made within 30 days of invoicing). Contractor may suspend work until all currently due payments are received, and has the right to terminate the Contract based upon a default in payment. If applicable, pursuant to Section 36-A of the New York State General Business law, unless contractor is paid on a specified hourly basis for work that has been performed or charges for materials have been supplied prior to the time that payment is due, such payments will be deemed periodic payments, and Contractor is legally required to deposit all periodic payments received prior to completion in accordance with subdivision four of section seventy-one-a of the lien law and that, in lieu of such deposit, Contractor may post a bond, contract of indemnity or irrevocable letter of credit with Customer guaranteeing the return or proper application of such payments.

6. CONTRACT TERM. Unless earlier terminated as set forth herein, this Contract shall begin upon full execution of this Contract and shall terminate upon completion of the Services and full payment has been received.

7. ALTERATIONS/CHANGE ORDER. Customer acknowledges and agrees that any alteration, modification or change in the Project, including any change or addition to the labor and materials or type of materials requested by the Customer, which involve extra costs over and above the cost estimate shall be paid by Customer either directly to the vendor or to Contractor as reimbursement.

8. COMPLETION CERTIFICATE. If requested by the Contractor, the Customer shall sign a completion certificate upon the completion of the Project.

9. INSURANCE. Customer shall maintain insurance covering the replacement cost of the improvements from the Services provided under this Contract in the event of loss through fire, casualty, storm or other disaster, and theft of materials from the Worksite, and provide proof of same to Contractor. Contractor shall maintain its own workers' compensation and liability insurance and upon request, the Contractor shall provide the Customer with an insurance certificate, including proof of liability insurance for the Project.

10. COMPLETION DATES. The completion dates noted on the Proposal are approximate dates, and Contractor is not responsible for delays in completion of the Project due to: 1) delays in the completion date which are caused in whole or in part from change or other agreed alterations to the Project; 2) delays caused by the Customer's failure to timely select materials or other items required by the Project; 3) labor or material shortages or delivery delays; 4) delays caused by weather conditions; 5) delays due to labor strikes; 6) delays caused by fires or other casualty; 7) delays in receipt of governmental approvals; 8) delays due to the presence of asbestos or other hazardous substances; and 9) other delays which are beyond the reasonable control of the Contractor.

11. DEFAULT AND REMEDIES. Customer shall be in default of this Contract if Customer: (i) fails to make any payment owed to the Contractor within five (5) days after the date payment is due under the terms of this Proposal; (ii) becomes insolvent; or (iii) defaults under any other provision of this Contract. The parties agree that upon Customer's DEFAULT; Contractor may take any and all actions in law or equity to recover its damages. No right or remedy herein conferred upon or reserved to Contractor is exclusive

of any other right or remedy or allowed by law. Each right or remedy shall be cumulative and may be exercised singly or in combination. To the extent allowed by law, any late payment or non-payment of any past due amount will accrue interest at the highest legal rate from the due date until paid. In the event of the Customer's DEFAULT, the Customer shall pay all of Contractor's collection costs, including reasonable attorney fees which Contractor incurs to enforce its rights or remedies hereunder. In addition, Customer shall be responsible for the costs and expenses associated with obtaining a mechanic's lien on the property.

12. SPECIAL ORDERS. Customer shall also be responsible for payment of any charges incurred for special order items and applicable "restocking charges" for returned goods.

13. ASBESTOS/HAZARDOUS CONDITIONS. The estimate on the proposal does not include additional charges which may accrue to correct hazardous conditions, such as the existence of lead paint, asbestos, mold, mildew, or other hazardous substances. Contractor shall have the right to stop work without penalty if it suspects any such hazardous substances will interfere with its ability to complete the Project. The Customer shall have the responsibility, at its sole cost and expense to remove, encapsulate, or contain the hazardous substance(s) and otherwise protect the Contractor and its employees from unnecessary exposure.

14. MATERIAL ESCALATION. The contract price for this project has been calculated based on the current process for the component building materials. The market for the building materials required for the Project may be considered volatile, and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of Contract for use in this Project, Customer agrees to pay that cost increase to Contractor. Any claim by Contractor for payment of cost increase, as provided above, shall require written notice delivered by Contractor to Customer stating the increased cost, the building material or materials in questions, and the source of supply, supported by invoices or bills of sale.

15. PERMITS. Contractor shall obtain all necessary building permits. Contractor shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work, the cost thereof shall be included as part of the price paid to Contractor under this Contract.

16. UTILITIES. Customer shall obtain and maintain any utilities necessary for Contractor to complete the Services. Customer shall permit Contractor to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

17. NO WAIVER. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

18. WARRANTY. Contractor shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Contractor's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Contractor on similar projects. Contractor shall perform the Services in conformance with the plans, specifications, and any breakdown and binder receipt signed by Contractor and Customer. OTHER THAN THE WARRANTY ABOVE,

WE MAKE NO GUARANTEE OR WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES WE PERFORM UNDER THIS CONTRACT. YOUR EXCLUSIVE WARRANTY REMEDY IS SET FORTH ABOVE. WE ARE NOT LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF WE HAVE BEEN ADVISED OF SUCH IN ADVANCE.

19. TERMINATION. This Contract may be cancelled by either party prior to work beginning on the Services, or as otherwise required by Section 36-A of the General Business Law. Customer will be responsible for all work completed and expenses incurred by Contractor as a result of Customer's Cancellation after work has commenced on the Services.

20. LIEN. Any Contractor, subcontractor, or materialman who provides home improvements goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any Mechanic's Lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of the mechanic's lien may invalidate such lien. The Owner may contact an attorney to determine his rights to discharge a mechanic's lien.

21. LIMITATION OF LIABILITY. IT WILL BE EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES THAT MAY RESULT FROM CONTRACTOR'S FAILURE TO PERFORM ITS DUTIES UNDER THIS CONTRACT. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF CONTRACTOR'S, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CUSTOMER AND ANYONE CLAIMING BY, THROUGH, OR ON BEHALF OF CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THE PROJECT OR THIS CONTRACT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONTRACTOR UNDER THIS CONTRACT. THESE AGREED UPON DAMAGES ARE NOT A PENALTY. THEY ARE CUSTOMER'S SOLE REMEDY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE IS CAUSED, EVEN IF CAUSED BY CONTRACTOR'S NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, PRODUCT FAILURE, OR OTHER FAULT.

22. INDEMNIFICATION. Subject to Section 21 above, Contractor shall indemnify, defend, and hold Owner, its employees, officers, directors, and affiliates harmless from any loss, cost, expense, or damage claimed by third parties for property damage and/or bodily injury, including death, to the proportionate extent such loss, cost, expense, or damage arises from the negligence or willful misconduct of Contractor, its employees, officers, or directors in connection with the Contract or Project. Owner shall indemnify, defend, and hold Contractor, its employees, officers, directors, and affiliates harmless from any loss, cost, expense, or damage claimed by third parties for property damage and/or bodily injury, including death, to the proportionate extent such loss, cost, expense, or damage arises from the negligence or willful misconduct of Owner, its employees, officers, or directors in connection with the Contract or Project and will hold said parties harmless to the extent said loss, cost, expense or damage is not caused by Contractor's negligence or willful misconduct in the performance of its Services hereunder.

23. SEVERABILITY. If and to the extent that any court of competent jurisdiction holds a provision of the Proposal or this Contract to be invalid, such invalidity shall not affect the remaining provisions of this Contract/Proposal, which shall remain in full force and effect. With respect to any provision in this

Contract finally determined by such a court to be invalid or unenforceable, such court shall have jurisdiction to reform it to the extent necessary to make such provision valid and enforceable, and, as reformed, such provision shall be binding on the parties.

24. ENTIRE AGREEMENT/MODIFICATION. This Contract coupled with the attached Proposal, which is incorporated herein by reference, constitute the entire agreement between the parties, and no waiver or modification of any provision thereof shall be binding unless in writing and signed by an authorized representative of the party against which enforcement is sought. If the Customer desires to change the Contract, the Contractor and the Customer must execute a change order, which lists all agreed changes to the Project and changes to the Customer's costs.

25. LAW. The parties agree that the Contract and the rights and remedies of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of New York and that venue for any dispute arising under this Proposal shall be the federal, New York State or local courts in Monroe County, State of New York.

26. ASSIGNMENT. Customer shall not assign the Contract without the Contractor's prior written consent. This Contract and the covenants and obligations hereunder shall be binding upon any such assign, successor, representative or transferee of Customer.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto as of the date set forth below, and effective as of the Effective Date.

Relentless Construction, LLC

Customer:

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____