

Article XXIII

Legal Proceedings by the Contractor

23.1 Limitation Period. The Contractor agrees that it must commence any and all legal proceedings of whatever nature against the Owner, Engineer, or their representatives, agents, officers and employees, no later than one calendar year following:

- a. Substantial Completion, with respect to claims arising out of or relating to Work or Extra Work performed, or events occurring, prior to Substantial Completion;
- b. Final Completion, with respect to claims arising out of or relating to Work or Extra Work performed, or events occurring, prior to Final Completion;
- c. Termination pursuant to Articles XIII and XIV.

23.2 Attorney's Fees and Legal Costs and Expenses. In the event that the Contractor commences any legal proceeding against the Owner seeking money damages arising out of or relating to the Work, the Contract or the Project, and the Owner thereafter makes a written offer of payment to the Contractor to settle such legal proceeding, and the Contractor does not accept in writing the Owner's offer of payment within thirty (30) calendar days of receipt thereof (unless otherwise extended in writing by mutual consent) and continues to prosecute the legal proceeding to a judgment or final determination, then the Contractor shall pay the full amount of the Owner's reasonable attorney's fees, legal costs and expenses if the Contractor recovers a judgment or final determination against the Owner for an amount (exclusive of interest) less than the amount offered by the Owner to settle. Furthermore, the Contractor shall pay the full amount of the Owner's reasonable attorney's fees, legal costs and expenses, whether or not the Owner made any written offer of settlement, if the Owner obtains a judgment or final determination dismissing the legal proceeding.

Article XXIV

Insurance

24.1 Required Insurance. "Required Insurance" means each and every insurance coverage and policy specified in this Article. Unless the Owner specifies otherwise, the Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect all Required Insurance from the Contract Date through Final Completion and otherwise during any period when the Contractor or any Subcontractor is performing any work. The minimum periods and the minimum limits of coverage are not intended, and shall not be construed, to limit any liability or obligation of indemnity of the Contractor under this Contract. If Contractor fails to pay any premium for Required Insurance, or if any insurer cancels or modifies any Required Insurance without the Owner's consent, the Owner at its discretion may pay such premium or procure similar insurance coverage from the same or another insurer, and the Owner may deduct the entire cost or any part thereof from the Contract Price, or the Contractor shall pay the entire cost of any part thereof upon demand. The Contractor shall not perform Work, or allow any of Contractor's or Subcontractor's employees on the Site, during any period when any policy of Required Insurance is not in effect.

24.2 Workers' Compensation. The Contractor shall take out and maintain during the life of the Contract Workers' Compensation Insurance in conformity with the provisions of the Workers' Compensation Law of the State of New York, for all Contractor's employees engaged in work under this Contract, and in case any such work is sublet, the Contractor shall require all subcontractors engaged in work under this Contract to provide similar statutory Workers' Compensation and Employer's Liability Insurance. This Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation and disability benefits coverage for employees in compliance with the provisions of the Workers' Compensation Law.

24.3 Commercial General Liability. The Contractor shall furnish a Contractor's Commercial General Liability Policy in the name of and for the benefit of the Owner, protecting the Owner, its agents

and employees, its officers, agents and employees from any and all claims, liability for personal injury (including death) and property damage to anyone arising out of the operations of the Contractor and all Subcontractors under this Contract. Blasting shall also be covered under said policy. The limits for this coverage, as to personal injury as well as to property damage, shall be in an amount no less than \$1,000,000 for each person and \$3,000,000 for each occurrence. The Contractor shall also furnish a Commercial General Liability policy for damage coverage in its own name identical to that provided for the Owner, protecting it from the operations of its Subcontractors under this Contract in an amount no less than \$1,000,000 for each person and \$3,000,000 for each occurrence.

24.4 Commercial Automobile Liability and Physical Damage. The Contractor shall furnish Bodily Injury Liability and Property Damage Liability insurance covering all automotive equipment used by it on this Contract with a limit of no less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.

24.5 Builder's Risk. The Contractor shall carry Builder's Risk (fire and extended coverage) Insurance upon all work in place and/or materials stored at the construction site, including foundations and building at the construction site, and including building equipment. The insurance shall be for the benefit of the Contractor and the Owner as an additional insured, and each shall be named in the policy, or policies, as an insured. The policy shall furnish coverage at all times for the full replacement cost value of all completed construction, as well as materials in place and/or stored at the site, whether or not partial payment has been made by the Owner.

24.6 Proof of Coverage. Insurance certificates indicating proof of coverage of the required insurance shall be furnished in the name of the Owner and for all of the insurance required under this Contract, and certificates and the policies shall provide that the certificates and the policies cannot be changed or cancelled until 30 days written notice has been given to the Owner.

The insurance required shall be maintained in full force and effect during the performance of the Work. Two (2) copies each of these insurance certificates shall be furnished to the Owner by the Contractor at least ten (10) days prior to the commencement of any Work under this Contract. The original and one copy of the Owner's Commercial General Liability Insurance Policy shall be delivered to the Owner. All policies shall contain an endorsement to the effect that the Owner shall not be responsible for payment of any premium.

ARTICLE XXV

Labor Law Requirements

25.1 Labor Law, Article 8. The Contractor shall comply with Article 8 of the Labor Law of the State of New York, the terms of which are referred to and incorporated as though set forth fully herein.

25.2 No laborer, worker or mechanic in the employ of the Contractor, Subcontractor, or other person performing the Work or any part thereof shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property.

25.3 Prevailing Wage Rates. Each laborer, worker and mechanic employed by the Contractor and its Subcontractors or other persons performing the Work or any part thereof shall be paid prevailing wages in accordance with Article 8 of the Labor Law. Each employee and person engaged in Work on this project, in the grade, or occupation listed on the Prevailing Wage Rate Schedule (Appendix A hereto), shall be paid not less than the wage rate so listed for that trade or occupation.

25.4 In the event it becomes necessary for the Contractor or any Subcontractor to employ on the project under this Contract any person in a trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers) for which no minimum wage rate is herein specified, the Contractor shall immediately notify the Owner, who will promptly thereafter furnish the Contractor with the minimum rate. The minimum rate thus furnished shall be applicable as a minimum for such trade or