

## AIA DOCUMENT G702 (facimile)

CONTRACTOR

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GCC CHANGE ORDER #:	1
DATE:	12/14/2017
ARCHITECT'S PROJECT #:	N.A.
CONTRACT DATE:	9/27/2016
CONTRACT FOR:	GCC
ORIGINAL COMPLETION DATE:	11/27/2016

**The Contract is Changed As Follows:**

QUANTITY	ITEM	UNIT COST	TOTAL
1	Contract Sum Fee Reduction per Parties Agreement	\$ (15,100.14)	\$ (15,100.14)
		\$ -	\$ -
		\$ -	\$ -
		Subtotal	\$ (15,100.14)
		Markup	\$ -
		Total	\$ (15,100.14)

[illegible]

**Not valid until signed by the Owner, Architect and Contractor.**

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was .....	\$	141,711.30
Net change by previously approved Change Orders .....	\$	-
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was .....	\$	141,711.30
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (increased) (decreased) ( <del>unchanged</del> ) by this Change Order in the amount of .....	\$	(15,100.14)
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be .....	\$	126,611.16
The Contract Time will be (increased) (decreased) (unchanged) by ..... 0		N/A
The date of Substantial Completion as of the date of this Change Order therefore is .....		N/A

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: [Signature]  
Date: 12/14/17

By: [Signature]  
Date: 12-28-2017

By: \_\_\_\_\_

Date: \_\_\_\_\_

## SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) made as of the \_\_28\_\_ day of December 2017 between Cornerstone Restoration (Cornerstone), having offices at 73 Market Street, Yonkers, New York 10710 and the City of Beacon (the City), having offices at One Municipal Plaza, Beacon, New York 12508.

WHEREAS, on or about September 27, 2016, Cornerstone entered into a contract with the City wherein Cornerstone would provide labor, materials and other services in connection with the exterior painting, general construction and structural repairs, roof repairs and EIFS repairs at existing firehouses within the City of Beacon (to wit: Beacon Engine Station One, Mase Hook and Ladder and Lewis Tompkins Hose Station Two) for a total contract sum of One Hundred Forty-One Thousand Seven Hundred Eleven and 30/100 (\$141,711.30) Dollars (the "Contract");

WHEREAS, a dispute has developed between Cornerstone and the City pertaining to Cornerstone's performance under the Contract and the City's payment to Cornerstone of amounts due under the Contract;

WHEREAS, Cornerstone and the City are desirous of settling and resolving their respective disputes and claims as set forth herein;

NOW, Cornerstone and the City, with the intent to be bound, agree as follows.

1. The City hereby terminates the Contract for convenience.
2. Notwithstanding any applications for payment, change order requests or claims of any name or nature which may or could have been submitted to the City by Cornerstone, the City agrees to pay and Cornerstone agrees to accept the sum of



\$16,000.00, in full satisfaction of all outstanding applications for payment, requisitions, change orders or claims, by whatever name known, which have been or could have been filed by Cornerstone with respect to the Contract. Said payment, when fully paid, shall constitute Final Payment to be paid to Cornerstone pursuant to the Contract.

3. Cornerstone shall, upon receipt and full execution of the Change Order Document, return three (3) original copies reducing the net sum for the Contract by \$15,100.14 which acceptance shall not be unreasonably withheld. Cornerstone shall further, upon receipt and full execution of this Agreement, return three (3) original copies. which acceptance shall not be unreasonably withheld showing a balance due Cornerstone of \$16,000.00.

4. Provided no liens are filed against the City with respect to the Contract, the City shall process the requisition(s) referenced in Paragraph 3 within twenty (20) days of the latter of (a) its receipt of the final requisition(s) referenced in Paragraph 3; (b) its receipt of the change orders referenced in Paragraph 3; (c) approval of this Agreement by the City Council; and (d) full execution of this Agreement.

5. Cornerstone represents and warrants that all subcontractors and materialmen that performed work pursuant to the Contract have been paid or will be paid from the proceeds of this Agreement.

6. This Agreement represents the full agreement and understanding of the parties and all prior agreements, understandings and representations, both oral and written, are merged herein.

7. Cornerstone for itself, its predecessors, successors, officers, directors, principals, employees, agents, heirs, trustees, legal representatives and assigns hereby forever releases and discharges the City, its elected officials, officers, directors, principals, employees, agents, administrators, trustees, legal representatives and assigns from any and all claims, demands, causes of action and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common law, statutory, federal, state, local or otherwise), whether known or unknown, by reason of any act, omission, transaction or occurrence that Cornerstone ever had, now has or hereafter can, shall or may have against the City, for, upon or by reason of any act, omission, transaction or occurrence arising out of or in any way connected with the Contract.

8. It is specifically understood and agreed that this Settlement Agreement is a compromise of disputed claims and is not, and shall in no way be construed as, an admission of liability or wrongdoing by either party.

9. Cornerstone represents and warrants that neither it nor any affiliate, principal, officer, agent or legal representative of it has commenced any action or proceeding or asserted any claim in any court or before any administrative agency (whether public, quasi-public or private) against the City. Cornerstone further represents and warrants that neither it nor any affiliate, principal, officer, agent or legal representative of it will commence any action or proceeding or assert any claim in any court or before any administrative agency (whether public, quasi-public or private) against the City in connection with the Contract.

10. It is the express intention of the parties that this Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New York, without regard to conflict of law or choice of law rules. Any action to enforce this Agreement shall be brought in the Supreme Court of the State of New York, County of Dutchess. The parties hereby consent to such jurisdiction and specifically to the personal jurisdiction of the referenced court over each party and waive any objection they now or may hereafter have to such jurisdiction and venue.

11. Should any provisions of this Agreement require interpretation or construction, it is agreed by the parties that the entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the Agreement, it being agreed that all parties have participated in the preparation of all provisions of this Agreement.

12. The parties further stipulate and agree that this Agreement may be executed in counterparts and by facsimile or email which signatures shall be given the same effect as original signatures by the parties.

CORNERSTONE RESTORATION

By:   
Matthew Riaz, Chief Operating Officer

CITY OF BEACON

By: \_\_\_\_\_  
Anthony J. Ruggiero, City Administrator

Attachment:

- Attachment A – Change Order #1