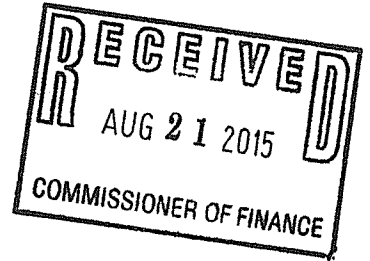


Request for Certification of Sufficient Funds



Submittal Date: 8/21/2015

The Department of Public Works requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council Approval, etc. (attach supporting documentation):

Vendor: Winchip Door Co Inc
Project: 10 City Buildings Facility Upgrade
Marion Ave DPW Bldg-Garage Doors

Appropriation - Current Budget Expense Org/Object/Proj(s): H3031492 ✓ 52000 ✓ 1141 ✓

Amount Requested for Approval \$7,700.00 ✓
Current Amount Available: \$278,408.22 ✓

Transfer/Amendment Pending:

Transfer/Amendment Date _____

Anthony J. ...
Department Head Signature

8/20/15
Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

Michele W. Clark-Madigan
Commissioner of Finance

8/21/15
Approval Date



City of Saratoga Springs, NY Vendor and/or Service Provider Agreement

This vendor and/or service provider Agreement is a legal agreement that clearly states the provisions and conditions of the work to be performed by a contractor. This Vendor and/or Service Provider Agreement must always be accompanied with a Statement of Work (SOW) which should include date, time and location where the services will be provided. A vendor and/or service provider shall not start work without an acceptable form of SOW.

City Project Number: _____ City Project Name: _____
 City Department: _____ Department Contact Person: _____ City Ext. _____
 Company Name: Winchip Overhead Door Co Inc
 Company Address: P.O. Box 378 Colrus Falls NY 12501
 Company Telephone No.: 518-782-0777 Company Fax No.: 518-782-0851
 Vendor and/or Service Provider Primary Contact: Bob Winchip Title: President
 Service to be Provided: Garage Doors/Motors
 Remit Name (If different from above): _____
 Remit Address: _____

- Terms of Payment:** The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed \$ 7700.00, a copy of which is annexed hereto and made a part hereof.
- Term of Agreement:** This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or for the term of the SOW proposed. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontracts the provision of a portion of the products and services. Subcontracting shall be permitted only with ten (10) days prior written notice and written approval of the City.
- Tools and Equipment:** The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents.
- Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
- Enforceability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
- Notices:** Any notices sent to the City under this Agreement will be effective five (5) days after the postmarked date of mailing by certified mail, return receipt requested: City of Saratoga Springs, City Attorney, 474 Broadway, Saratoga Springs, NY 12866
- Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--:VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required

coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Three Million Dollars Aggregate (*City is an Additional Insured on a Primary and Non-contributory Basis*);
- **Commercial Automobile Insurance**: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contact as executed.

8. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid.
9. **American with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
10. **Safety:** Vendor and/or Service Provider shall comply with NYS OSHA laws as of July 18, 2008 as applicable requiring all workers on New York State public projects be certified as having completed an OSHA 10-hour construction safety course. Proof of this certification is required at the time of the execution of this Agreement if this Agreement involves the provision of construction services. The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider and/or Vendor and/or Service Provider's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
11. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- **Legal:** Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- **The City expects Vendor and/or Service Providers/suppliers to respect the City's rules and procedures.**
- **Conflict of Interest:** The Vendor and/or Service Provider/supplier represents and warrants that it has no conflict, actual or perceived, that would prevent it from doing business with the City of Saratoga Springs.
- **Wages & Benefits:** Vendor and/or Service Providers/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the Vendor and/or Service Provider/supplier must comply with prevailing wage rates.

- **Health & Safety:** Vendor and/or Service Providers/suppliers and their sub-contractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- **Discrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- **Working conditions:** Vendor and/or Service Providers/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- **Right to organize:** Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- **Sub-contractors:** Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Vendor and/or Service Providers/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that any and all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

12. **Sole Agreement:** This Agreement is the only agreement between the parties and is in lieu of any and all previous understandings, representations or agreements, whether oral or written.
13. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by "Vendor and/or Service Provider". The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
14. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services.
15. **Venue:** The City and the Vendor and/or Service Provider hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of New York.
16. **Assignment:** This Agreement cannot be assigned by the Vendor and/or Service Provider without the express written consent of the City.
17. **Termination:** Either party may terminate this Agreement for any reason upon giving thirty (30) days' advanced written notice to the other party. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
18. **Vendor and/or Service Provider Licensing:** The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
19. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
20. **Modification:** This Agreement may be modified only by a writing signed by both parties.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: Robert S. Worchup Date: 8-4-15

Print Name: Robert S. Worchup Sr. Title: President

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: _____ Title: _____

City Council Approval Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/4/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hughes Insurance Agency, Inc. 328 Bay Road PO BOX 4630 Queensbury NY 12804	CONTACT NAME: House	
	PHONE (A/C No., Ext): (518) 793-3131 FAX (A/C No.): (518) 793-3121	
INSURED WINCHIP OVERHEAD DOOR COMPANY, INC. PO BOX 378 GLENS FALLS NY 12801-0378	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Selective Ins. Co. of SE	39926
	INSURER B: Selective Ins. Co. of America	12572
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15-16 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			S 1686307	1/31/2015	1/31/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GENERAL AGGREGATE \$ 3,000,000			PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			S 1686307	1/31/2015	1/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							PIP-Work loss benefits \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 7235741	1/31/2015	1/31/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Subject to all policy terms, limitations and conditions:
Certificate Holder is Additional Insured on a Primary Non Contributory basis, including Waiver of Subrogation, when required by written contract, agreement or permit.

CERTIFICATE HOLDER City of Saratoga Springs 474 Broadway room #10 Saratoga Springs, NY 12866	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Linda Abodeely/KR <i>Linda M. Abodeely, crw.</i>

Winchip Overhead Door Co., Inc.

Estimate

P.O. Box 378
 Glens Falls, NY 12801
 Glens Falls 792-0777/Latham 785-6006
 Saratoga 584-7187/Ticonderoga 585-6115

Name / Address
City of Saratoga Springs D.P.W. 5 Lake Ave. Saratoga Springs, NY: 12866 ATTN: Chris Dahl

Phone #	Fax #	Date	Estimate #
518-792-0777	518-792-0851	6/11/2015	2933
E-mail		Web Site	
winchip@capital.net		www.winchipoverheaddoor.com	

P.O. No.	Terms	Rep	Project
			Marion Ave. Storage Bldg.

Qty	Description	Cost	Total
6	Model Clopay #525 Ribbed Steel Non-Insulated Doors SIZE: 10'-0" X 12'-0" 15" Radius Tracks/Bracket Mount High Cycle Torsion Springs/Tube 5 Doors - 1 Row of Lookouts Top (3 Sections) 1 Door - Solid No Glass Finished White All Weatherstripped Remove Old Doors and Leave on Site INSTALLED PRICE: NOTE: NYS Prevailing Wage Rates Applied.	7,700.00	7,700.00
	20 + 30 a DOOR		
		Sales Tax (0.0%)	50.00
		Total	\$7,700.00

Openings are to be prepared by others. Jamb's must be plumb and openings square. We assume no obligation for the physical condition of your masonry and disclaim all responsibility for failure of our materials or installation through soft brick, crumbling masonry, etc. Doors will not be painted by us unless definitely mentioned in this quotation. It is agreed that they are to be painted by you, or others, immediately after erection, and on both sides, otherwise we cannot be held responsible for the resultant condition of the wood.

Signature Robert S. Winchip Sr.