

NOTICE TO BIDDERS

PLEASE TAKE NOTICE that the Town of Warwick is accepting Bids for the HVAC and Plumbing of the original Manor House building, 255 State School Road, at the former Mid Orange Correctional Facility. This is a 3-story structure of approximately 10,288 sq. ft. +/- . Plans of the work will be provided as a PDF, please provide an email for receipt of the plans to msweeton@townofwarwick.org.

ALL SEALED BIDS shall be received by the Office of the Town Clerk by January 13, 2020 at 2:00 p.m., at which time they will be opened and read aloud. Work would be expected to begin immediately upon acceptance by the Town of the lowest responsible bidder and continue uninterrupted until completion of construction of the contracted scope of work. All work is intended to be complete within 90 calendar days of acceptance.

All bids must be consistent with the PDF plan drawing and the Town's General Instructions for Proposals.

Bids must be accompanied by a bid bond or certified check of the Bidder (5% of Total Bid Amount), a list of contractor's available equipment and labor force, references regarding work similar in scope, financial statement, along with proof of insurance (Worker's Compensation and Liability Insurance).

The Town of Warwick reserves the right to reject any and all Bids and to award the work to any contractor proving capable and ready to perform the work. The Town also reserves the right to award all or any part of the work, or to cancel the entire project. Bids shall be awarded in accordance with General Municipal Law § 103.

For further information please call (845)-986-1120, ext. 241.

**BY ORDER OF THE
TOWN OF WARWICK
Eileen Astorino/Town Clerk
January 1, 2020**

GENERAL INSTRUCTIONS FOR PROPOSALS

Contractors will be bound to the conditions and requirements set forth in these general instructions, and such instructions shall form an integral part of each contract awarded by the Town of Warwick.

PROPOSALS

1. The deadline to submit proposals will be given in the Request for Proposals.
2. All proposals must be submitted in accordance with the instructions provided by the Town of Warwick.
3. All proposals received after the time stated in the Request for Proposals will not be considered and will be returned unopened to the contractor. The contractor assumes the risk of any delay in the mail or in the handling of the mail by the employees of the Town. Whether sent by mail or by means of personal delivery, the contractor assumes responsibility for having his proposal deposited on time at the place specified.
4. All information required by the Request for Proposals, the General and Special Instructions, and the Proposal Form must be given to constitute a proposal.
5. The submission of a proposal will be construed to mean that the contractor is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the contractor can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
6. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in the proposal for this purpose.
7. Prices and information required must be legible. Illegible or vague proposals may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
8. No charge will be allowed for federal, state, or municipal sales and excise taxes since the Town is exempt from such taxes. The price proposal shall be net and shall not include the amount of any tax.
9. The contractor's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
10. Each envelope containing a Proposal must bear on the outside, the name and address of the Contractor, and the name of the project for which the Proposal is submitted. If forward by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified above.
11. No interpretations of the meaning of the drawings, specifications or others proposal documents will be made to any contractor orally. Every request for such interpretation should be in writing

Town of Warwick General Instructions for Proposals

addressed to the Town of Warwick and to be given consideration must be received at least five (5) working days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent to all prospective contractors (at the respective addresses furnished for such purposes) not later than three working days prior to the date fixed for the opening of proposals. Failure of any contractor to receive any such addendum or interpretation shall not relieve such contractor from any obligation under his proposal as submitted. All addenda so issued shall become part of the contract documents.

12. If the supplies, materials, or equipment are to be delivered over an extended period of time or if the specifications so state, then the successful contractor may be required to execute an agreement in relation to the performance of his/her contract. If the specifications so state, the successful contractor may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the Town of Warwick.
13. All contractors are required to execute a non-collusion certificate pursuant to Section 103 of the General Municipal Law of the State of New York.
14. The contractor agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically, the provisions of the equal opportunity clause.

INSURANCE

15. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the Town of Warwick as an additional insured on the contractor's insurance policies, with the exception of workers' compensation. If the contractor is self-insured, evidence of its status as a self-insured entity shall be provided to municipality. If requested, the contractor must describe its financial condition and the self-insured funding mechanism.
16. The policy naming the municipality as an additional insured shall:
 - a. Be an insurance policy from an business in New York State, with a rating of A-, VI or better, authorized to write business in New York State.
 - b. Contain a 30-day notice of cancellation.
 - c. State that the organization's coverage shall be primary coverage for the Municipality, its Board, employees and volunteers.
 - d. The municipality shall be listed as an additional insured. If another endorsement is used, a copy shall be included with the certificate of insurance.

Town of Warwick General Instructions for Proposals

- e. The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, plumbing, etc.) that are covered by the commercial general liability policy and the umbrella policy. Contractors must also provide the New York Construction Certificate of Liability Insurance Addendum, ACORD 855 NY.
 - f. At the Municipality's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
17. The contractor/permittee agrees to indemnify the municipality for any applicable deductibles.
18. Required Insurance:
- a. **Commercial General Liability Insurance**
 - i. \$2,000,000 per occurrence/ \$2,000,000 Products/completed operations aggregate and
 - ii. \$2,000,000 general aggregate. The general aggregate is to apply on a per project basis
 - iii. Policy to include full contractual liability coverage.
 - b. **Automobile Liability**
 - i. \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - c. **Excess/Umbrella Insurance**
 - i. Limits not less than \$1,000,000 each Occurrence and Aggregate; higher limits may be required depending on the type and size of the project.
 - d. **Workers' Compensation and N.Y.S. Disability**
 - i. Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
 - e. **Owners Contractors Protective Insurance** (Required for large construction projects.)
 - i. \$1,000,000 per occurrence/\$2,000,000 aggregate; the Municipality as the named insured.
 - f. **Bid, Performance and Labor & Material Bonds**
 - i. If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
19. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract. The contractor/permittee is to provide the

Town of Warwick General Instructions for Proposals

municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the municipality to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the municipality.

20. The municipality is a municipal governmental agency as defined in NYS Town Law.

LABOR STANDARDS

21. The wages to be paid by the contractor shall be not less than the prevailing rate of wages as defined by the New York State Department of Labor. No employee shall be deemed to be an apprentice unless he is individually registered in an apprenticeship program which is duly registered with the commissioner of labor.
22. The contractor shall maintain documentation which demonstrates compliance with hour and wage requirements. Such documentation shall be submitted to the Town for review.
23. In the hiring of employees for the performance of work under this contract or subcontract hereunder, neither the contractor or any subcontractor, shall by reason of race or color discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates, nor shall the contractor, any subcontractor, or any person acting on behalf of the contractor or subcontractor discriminate in any manner against or intimidate any employee hired for the performance of work under this contract on account of age, race, creed, color, national origin or sex, in accordance with Executive Law 296, Sections 20 through 23.

AWARDS

24. Award will be made to the lowest responsible contractor, as will best promote the public interest, taking into consideration the reliability of the contractor, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purpose of which is required, and the terms of delivery.
25. The Town of Warwick reserves the right to reject any or all proposals. The Town may consider informal any Proposal not prepared and submitted in accordance with the provisions hereof. Also reserved is the right to reject, for cause, any proposal in whole or part; to waive any informalities, technicalities, qualifications, irregularities, and omissions if in its judgment the best interests of the Town will be served.
26. Any Proposal may be withdrawn prior to the above scheduled time for the opening of the Proposals or authorized postponements thereof. No Contractor may withdraw a Proposal within 45 days after the actual date of the opening thereof.

CONTRACTS

27. A contract shall bind the successful contractor on his part to furnish and deliver at the prices and in accordance with the conditions of this proposal. Contract shall bind the Town on its part to order from the successful contractor and to pay at the contract prices, unless otherwise specified.
28. The placing in the mail of a notice of award to the successful contractor, to the address given in his proposal, will be considered sufficient notice of acceptance of this proposal.
29. A contract may be canceled for non-performance.
30. No items are to be shipped or delivered until receipt of an official purchase order from the Town of Warwick.
31. It is mutually understood and agreed that the successful contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract of his/her right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous written consent of the Town of Warwick.

INSTALLATION OF EQUIPMENT

32. All equipment will be purchased at the discretion of the Town of Warwick.
33. The successful contractor shall clean up and remove all debris and rubbish resulting from his/her work from time to time as required or directed. Upon completion of the work the premise shall be left in neat, unobstructed condition, and the building room cleaned, and everything in perfect repair order. Materials are the property of the successful contractor unless otherwise specified.
34. Equipment, supplies, and materials shall be stored at the site only on the approval of the Town and at the successful contractor's risk. In general, on-site storage should be avoided to prevent possible damage or loss of materials.
35. Work shall be progressed so as to cause the least inconvenience to the Town and with proper consideration for the rights of other successful contractors or workmen. The successful contractor shall keep in touch with the entire operation and install his work promptly.
36. Contractors shall acquaint themselves with conditions found at the site and shall assume all responsibility for placing and installing the equipment in locations required.

GUARANTEES BY THE SUCCESSFUL CONTRACTOR

37. The successful contractor guarantees:
 - a. His/her products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit,
 - b. To furnish adequate protection from damage for all work and to repair damages of any kind for which he/she or his/her workmen are responsible, to the building or

Town of Warwick General Instructions for Proposals

equipment, to his/her own work, or to the work of other successful contractors or workmen,

- c. To carry adequate insurance to protect the Town from loss in case of accident, fire, theft, etc.,
- d. The equipment or materials delivered is standard, new, latest model, or regular stock product or as required by the specifications, also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice,
- e. Any merchandise provided the contract, which is or becomes defective during the guarantee period, shall be replaced by the successful contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful contractor shall make any replacement immediately upon receiving notice from the Town.

38. The successful contractor shall not be held responsible for any delays by wars, acts of public enemies, strikes, floods, fires, act of God, or for any other acts not within the control of the successful contractor and which by the exercise of reasonable diligence he/she is unable to prevent.

PAYMENTS

- 39. Payment will be made only after correct presentation of Vouchers and/or invoices as may be required.
- 40. Payments of any claim shall not preclude the Town from making claim for adjustment of any item found to not have been in accordance with the specifications.

PROPOSAL FORM

Technician Hourly Rate, Routine

Technician Hourly Rate, Emergency

Service Call Charge (if not included in hourly rate)

Mileage or Vehicle Charge (if not included in hourly rate)

Town of Warwick General Instructions for Proposals

Non principal (assistant) Hourly Rate, Routine

Non principal (assistant) Hourly Rate, Emergency

Other Fees you may charge if not above.

By:

Signature _____ Print Name _____

Company _____ Telephone _____

Address _____ Date _____

**STATEMENT OF NON-COLLUSION BY BIDDER
PURSUANT TO SECTION 103-D
GENERAL MUNICIPAL LAW**

PROJECT TITLE: _____

I, _____ of the (Town, Village, City) of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

Town of Warwick General Instructions for Proposals

I am _____, an officer of the firm of _____ the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that Town of Warwick as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any bidder, with any competitor;

Unless otherwise require by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona-fide employees or bona-fide established commercial or selling agencies maintained by _____

(Name of Contractor)

Signature:

Date:

Print Name:

Sworn to me this _____ day of _____, 20____

Notary Public

HOLD HARMLESS AGREEMENT

(This form must be signed and notarized – submit with proposal)

It is hereby agreed and understood that the Contractor agrees to hold harmless and indemnify the Town of Warwick, or any officer, agent, servant, or employee of the Town of Warwick from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of operations performed or services provided by the Contractor under the contract or which may arise out of:

Town of Warwick General Instructions for Proposals

1. Any injury to person or property sustained by the Contractor, its agents, servants, or employees of by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused;
2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the Contractor, its agents, servants, or employees or any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive the Contractor's completion of service or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Town of Warwick or any officer, agent, servant, or employee of the Town of Warwick on any claim or demand, and shall satisfy any judgment that may be rendered against the Town of Warwick or any officer, agent, servant, or employee of the Town of Warwick.

This Indemnification, Defense, and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand, of whatever name or nature, notwithstanding that Contractor may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties, and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Contractor.

Signature:

Date:

Print Name:

Sworn to me this day of , 20____

Notary Public

AGREEMENT
PUBLIC WORK

THIS AGREEMENT by and between the Town of Warwick, a municipal corporation of the State of New York, having its principal offices at 132 Kings Highway, Warwick, New York 10990, hereinafter called the "Municipality" or "Town", _____, having its principal office at _____, hereinafter called the "Contractor", as set forth in the attached "Bid Proposal" accepted by the Municipality.

WHEREAS, the Contractor has submitted his proposal in accordance with the documents and/or specifications annexed hereto; and

WHEREAS, the Municipality has awarded the contract to the Contractor in accordance with the General Municipal Law.

NOW, THEREFORE, in consideration for the mutual covenants herein contained the Municipality and the Contractor hereby contract upon the following terms and conditions:

I. THE CONTRACT

It is understood that all the bid documents and/or specifications attached constitute a part of this agreement; that the bid was awarded for option one (1) only; that those documents are incorporated into this agreement as if set out at length at this point and that the award of the contract on the basis of the proposal constitutes a contract; the execution of this agreement being a mere formality.

II. RESPONSIBILITY FOR WORK

The Contractor covenants and agrees that his own proper cost, charge and expense to furnish all machinery, appliances, tools, labor and material necessary or proper to do all the work necessary to construct all the works, equipment, and fixtures appurtenant thereto, as set forth in the Contractor's proposal as accepted by the Municipality.

III. PAYMENT

The Municipality, in consideration of the Contractor faithfully complying with all the terms and conditions herein set forth, agrees to pay the Contractor as follows: 10% upon beginning of project, 50% after 75% of the work is completed to satisfaction of the Town and 40% upon completion of the project according to the terms of the bid. Payment requests (claims) shall be on properly completed voucher forms provided by the Municipality.

IV. WARRANTIES.

- a. **Infringement.** Contractor warrants that the Services and Deliverables, if any, provided hereunder will not infringe on any third party's intellectual property rights.
- b. **Authority.** Each party warrants that: (i) they have the power and authority to enter into and perform this Agreement; (ii) the Agreement will be a legally valid and binding obligation enforceable against either party; and (iii) there are no pending or threatened litigation actions, claims or proceedings that would materially impact their ability to perform hereunder.
- c. **Performance.** Contractor warrants that it will perform its obligations in a timely, workmanlike manner, in accordance with industry best practices and agreed specifications.
- d. **Compliance with Laws.** Contractor warrants that neither its execution of this Agreement nor its performance of the Services violate any applicable law (including without limitation, privacy, import,

export, currency control, labor, hazardous materials, safety and environmental laws, rules and regulations), or any contract between Contractor and any other person or entity. Each party warrants that it shall comply with all applicable federal, state and local laws and regulations.

- e. **Insurance.** Contractor warrants that it will maintain insurance in accordance with the requirements contained in Exhibit A, hereto, for the entire time this Agreement remains effective.
- f. **Information.** We shall provide Contractor with information necessary to perform the Services, and reasonable access to personnel and other reasonable assistance required. We warrant that to the best of our knowledge all information provided hereunder will be accurate and complete in all material respects.
- g. **Personnel.** Contractor warrants that it will retain qualified personnel and provide any training, tools, supplies or other resources necessary to perform the Services. Contractor will ensure that its employees at all times observe our security policies and, when performing Services on our premises, our workplace policies. Contractor represents that it shall only assign personnel that are legally eligible to work, have successfully completed a background check and that all assignments shall be in compliance with applicable equal opportunity laws, all of which Contractor shall certify if we request.
- h. **Registration.** Contractor warrants that it is registered with all necessary state regulatory authorities and, upon demand, shall provide proof of such registration to us.

V. INTEREST IN CONTRACT

The Contractor agrees that the only person or persons interested as principal or principals in the proposal submitted by the Contractor for this contract are named therein and that no person other than those mentioned therein, except regular agents of Contractor, has any interest in the said proposal or in the securing of the award, and that this contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair, and was prepared, and the contract was secured, without collusion or fraud, and that no officer or employee of the Municipality has or shall have a financial interest in the performance of the contract or in the work or business to which it relates, or in any portion of the proceeds thereof.

VI. COMPLIANCE WITH LAW

The Contractor agrees to comply with all applicable laws, rules and regulations; the cost of such compliance and the fees for any licenses, certifications and/or permits required by law will be at the expense of the Contractor.

VII. LABOR LAW

The Contractor agrees to comply with all applicable provisions of the Labor Law, including Prevailing Wage requirements. Particular attention is drawn to the anti-discrimination provisions. Applicable wage determinations, as may be revised from time to time, shall be deemed inserted as if set forth at length at this point. The Contractor will provide a payment bond, if applicable for the work.

VIII. REQUIRED PROVISIONS

All provisions required by law to be inserted into this contract are hereby deemed inserted as if expressly set forth at this point.

IX. ASSIGNMENT

This contract shall bind the parties hereto, and their heirs, executors, administrators, successors and assigns respectively, and may not be assigned by the Contractor without written consent of the Municipality.

X. SUBCONTRACTORS

The Municipality reserves the right to approve all subcontractors. The Contractor will notify the Municipality of the name and address of such subcontractor he intends employing, the portion of the work which the subcontractor is to do or the material which he is to furnish, his place of business and such other information as the Municipality may require in order to know whether such subcontractor is reputable and reliable and able to perform the work as called for in the specifications. The Contractor shall not be released from any of his liabilities or obligations under this contract should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

The Contractor shall not allow any mechanics' or other lien for any such labor or materials to attach to or affect the interest of the Municipality in and to the property. If any mechanics' lien is filed against the property, based upon any act or interest of the Contractor or of anyone claiming through the Contractor, or if any security agreement is filed for or affecting any materials, machinery, or fixtures used in the construction, repair, or operation by the Contractor, the Contractor shall immediately take such action by bonding, deposit, or payment as will remove the lien or security interest. If the Contractor has not removed the lien or security interest within thirty (30) days after notice to the Contractor, same shall constitute a default hereunder without any notice to the Contractor, and the Municipality may pay the amount of the lien or security interest or discharge the same by deposit, and the amount so paid or deposited, with interest thereon at the maximum legal rate from the date of such advance, shall be payable forthwith to the Municipality, and the Municipality shall have such remedies available as provided at law and/or herein.

XI. COORDINATION AND DELAYS

The Contractor shall have a separate and discreet duty to coordinate and cooperate with other prime contractors and their subcontractors in order to expedite the work and prevent or minimize any delays to any contractor. A contractor may be liable to another contractor for breach of this duty.

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the Town or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work. Contemplated delays shall include all delays occasioned by the act or omission to act of the Town other than delays caused by the Town's bad faith or its willful, malicious, or grossly negligent conduct, delays so unreasonable that they constitute an intentional abandonment of the contract by the Town, and delays resulting from the Town's breach of a fundamental obligation of the contract, but shall include, without limitation, delays caused by another contractor's (or its subcontractors') breach of its duty to coordinate and cooperate.

XII. INDEMNIFICATION AND INSURANCE

1. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold us and our respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the Contractor or any of Contractor's subcontractors of this Services Agreement, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Contractor or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of Contractor, and shall not be limited in any way by any limitation on the amount of or type of damages, compensation or benefits payable by or for the Contractor under any workers compensation acts, disability benefits acts or other employee benefits acts.

2. ACCESS TO PREMISES:

We make no representations with respect to the physical conditions or safety of our premises. Contractor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Services and all property and persons which may be affected by its operations in performing the Services.

3. INDEPENDENT CONTRACTOR; EMPLOYEES. Each party is an independent contractor and not the other's agent, partner, fiduciary or representative. Neither party shall act or represent itself, directly or by implication, in any such capacity or assume or create any obligation on the other's beha

LIMITATION ON DAMAGES. EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE HEREUNDER TO CLAIM OR RECOVER PUNITIVE DAMAGES. Neither party shall be liable for indirect, special or consequential damages arising out of or relating to this Agreement, except where such damages arise out of or relate to the party's intentional, reckless, or grossly negligent acts or omissions

XIII. TIME FOR PERFORMANCE

The Contractor shall proceed diligently toward the prompt completion of the work. The Contractor shall have no claim against the Municipality for damages for delay unless the Municipality is found to have caused such damage while acting in bad faith and with deliberate intent. The Municipality agrees that the time for performance may, upon written application, be extended for such period of time the governing board of the Municipality deems reasonable upon the circumstances.

XIV. REMEDIES

In addition to such remedies the Municipality may have in law or equity upon the Contractor's breach of this agreement, the Municipality may terminate or suspend the agreement, or perform any part of the work at the expense of the Contractor as is determined to be in the best interest of the Municipality.

XV. NOTICE OF CLAIM

Service of a verified claim on the Municipal Clerk within ninety (90) days of accrual of a claim against the Municipality or completion of the work or portion thereof, whichever is earlier, and the expiration of forty (40) days thereafter shall be a condition precedent to the commencement by the Contractor of any action or proceeding with respect to this agreement. Such written verified claim shall be on official voucher forms and shall specify in detail all items of work performed and/or materials supplied, together with supporting documentation in such sufficiency as to permit the Municipality to audit and pay the claim if the same determined to be valid. A claim accrues at the time the contractor first realizes that it may be entitled to payment for additional work or materials not specified under the agreement. In no event shall an action be commenced by the Contractor subsequent to the tender of payment on the Contractor's final voucher under this agreement. Any notices specified herein shall be in writing and deemed given or made if delivered: (a) by personal delivery with signed receipt; (b) by reputable courier with signature required; (c) by United-States registered or certified mail, postage prepaid, return receipt requested. Notices shall be delivered to the parties at the addresses set forth above or as otherwise designated in writing. The parties agree that general operational communications may be transmitted via e-mail or facsimile between the parties' authorized business contacts.

Dated:

TOWN OF WARWICK

By: _____
MICHAEL P. SWEETON, SUPERVISOR

Contractor:

By: _____

Effective 10-23-2019

EXHIBIT A
CONTRACTOR INSURANCE REQUIREMENTS

Insurance Schedule

Identified Insurance means those insurance policies identified in the chart below. Identified Insurance requirements may be modified in a Statement of Work.

Contractor shall (and shall cause each of its subcontractors to) comply with the requirements set forth in this Insurance Schedule. All further references to "Contractor" herein are intended to include Contractor and its subcontractors.

Contractor shall, at its own expense, maintain at all times during the Term the following Identified Insurance, each to be written by insurers with AM Best's Ratings of A or higher in good standing and qualified to do business in each jurisdiction where the work is performed.

Insurance	Minimum Limits
Workers compensation	Statutory Limits
Commercial general liability	\$2M per occurrence \$2M personal and advertising injury \$2M products and completed operations \$2M general aggregate
Automobile liability- Hired, Owned and Non- Owned	\$1M combined single limit
For Professional Services Only: Professional liability / Errors and Omissions	\$2M per claim \$2M annual aggregate

Effective 10-23-2019

Other Insurance Provisions

1. The Identified Insurance shall include the following provision on the Commercial General Liability and Umbrella insurance policies to name the following as additional party insureds (***Additional Insureds***), covering all the activities of Contractor with respect to the performance of this Agreement:

_____, and its respective affiliated persons and entities, including without limitation their respective directors, officers, employees, agents and representatives shall be additional insureds on the Commercial General Liability and Umbrella insurance policies.

2. The Identified Insurance shall also:

- (a) require us to be notified in writing at least thirty (30) days prior to cancellation of or any material change in the policy;

- (b) be primary to insurance maintained by us or our affiliates (and insurance maintained by us and/or our affiliates shall be non-contributory to such insurance);

- (c) endorsed to waive rights of recovery by subrogation in favor of us and our affiliates; and

- (d) in the case of policies or provisions relating to products, completed operations and professional liability, survive termination or expiration of this Agreement.

3. Contractor shall furnish to us upon request certificates of insurance evidencing all Identified Insurance (including without limitation, an Acord form) and, at least thirty (30) days prior to the expiration of a policy, certificates evidencing additional or renewal policies. Contractor shall provide the ACORD 855 NY Construction Addendum in addition to the Certificate of Insurance.

4. All Identified Insurance shall be written on an occurrence basis except for Contractor's professional liability insurance, which may be written on a claims-made basis. Any deductibles or self-insured retentions shall be the sole responsibility of Contractor, and coverage shall apply for the benefit of us and all additional parties insured as if no deductible or self-insured retention applied.

5. To the fullest extent allowed by law, Contractor hereby waives all rights of recovery in favor of the Additional Insureds and

Effective 10-23-2019

the Indemnitees.

- 6. Contractor shall bear the risk of loss with respect to any owned, leased, rented or borrowed vehicles, equipment, data, tools or other personal property. Contractor shall bear the risk of loss with respect to any of its expenses or loss of income.

TO BE SUBMITTED WITH EACH AND EVERY VOUCHER

CONTRACTOR'S AFFIDAVIT

PROGRESS PAYMENT

Municipality _____ Contractor _____
 Address _____
 Project _____
 Phone # _____
 Contract # _____

STATE OF)
) :SS.:
 COUNTY OF)

_____, being duly sworn, deposes and says:

1. He is the _____ (TITLE) of the Contractor on the above referenced project and makes this affidavit in the regular course of business with full authorization.

2. All provisions of the Labor Law of the State of New York have been fully complied with except as set forth herein:

 (Insert "NO EXCEPTIONS," if applicable. Attach list, if necessary.)

Effective 10-23-2019

SIGNATURE _____

AFFIX SEAL, IF CORPORATION:

Subscribed and sworn to before me
on the day of , 200 .

NOTARY PUBLIC - STATE OF NEW YORK

Effective 10-23-2019

