

TOWN OF KENT  
NOTICE TO BIDDERS

MOWING AND CLEANUP SERVICES FOR CEMETERIES

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Town of Kent at the office of the Town Clerk, Kent Town Center, 25 Sybil's Crossing, Kent Lakes, New York 10512 until 12:00 noon on Friday, April 5, 2024 and then at said place be publicly opened and read aloud for the mowing and cleanup services for the cemeteries throughout the Town of Kent.

All of the bids must meet the specifications of the Town of Kent. Copies of the information for bidders, general requirements, bid specifications, non-collusive bidding certification, and bid proposals may be obtained at the office of the Town Clerk. Bids must be submitted at the above address in sealed envelopes and must bear on the face thereof the name and address of the bidder and the following inscription: "Bids for Mowing and Cleanup Services."

The Town of Kent reserves the right to reject any and/or all bids and to re-advertise for new bids. Bids shall be awarded in accordance with General Municipal Law § 103.

Dated: March 7, 2024

BY ORDER OF THE TOWN BOARD  
TOWN OF KENT

YOLANDA D. CAPPELLI, Town Clerk

## **Bid for Cemetery Mowing and Clean up Services**

The Town of Kent is seeking sealed Bids from qualified Contractors to perform mowing and cleanup services for all cemeteries throughout the Town of Kent for a three-year period commencing April 2024 through October 31, 2026. A list of the cemeteries at which the services will be performed is attached hereto as Schedule A.

Bids will be received by the Town Clerk of the Town of Kent at the Kent Town Center, 25 Sybil's Crossing, Kent Lakes, New York 10512 until 12:00 noon Eastern Standard time on April 5, 2024. Bids shall be publicly opened and read aloud at 12:00 p.m. or as soon thereafter as may be possible.

Copies of the information for bidders, general requirements, specifications, non-collusive bidding certification, bid proposal form and hold harmless agreement may be obtained at the Town Clerk's office at the Kent Town Center, 25 Sybil's Crossing, Kent Lakes, New York 10512.

The Town of Kent (hereinafter called the "Town") reserves the right to reject any or all bids and to waive any formality or technicality in any bid in the interest of the Town.

### **STATEMENT OF NON-COLLUSION**

Bidders on the Contracts are required to execute a non-collusion bidding certificate pursuant to Section 103(d) of the General Municipal Law of the State of New York.

### **HOLD HARMLESS AGREEMENT**

Bidders on the Contracts are required to execute a hold harmless agreement indemnifying the Town of Kent against any and all liability, loss, damages, claims or actions arising from the Contractors' performance of the services provided herein.

### **STATEMENT OF EQUALITY**

The Town of Kent hereby notifies all Bidders that it does not, and will not, discriminate against any person or business firm or entity on the grounds of race, color, religion, sex, familial status, or national origin in consideration for an award. Without limitation of the foregoing, the Town will affirmatively ensure in any contract entered into pursuant to this advertisement that minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against.

YOLANA D. CAPPELLI, TOWN CLERK

## **INFORMATION FOR BIDDERS**

### **GENERAL REQUIREMENTS OF BID AND DELIVERY**

ALL BIDS MUST BE SUBMITTED ON THE FORMS ANNEXED HERETO AND IN ACCORDANCE WITH PROVISIONS CONTAINED HEREIN.

1. Receipt and opening of bid.

The Town of Kent invites proposals for the “Item” specified in the “Request for Bids” as detailed in the specifications attached hereto. Bids will be received at the offices of the Town Clerk until the time stated in the Advertisement for Bids, and then at said place will be publicly opened and read aloud. Any bid received after the specific time will not be considered. A bid may be withdrawn prior to the specified time for public opening. No bid may be withdrawn after the time set for public opening.

2. Preparation of bid

- a. Sealed envelope. Each bid shall be prepared on the forms contained herein, and submitted in a sealed envelope. The envelope shall have the following information on the outside:

- (1) “Bid for Mowing and Cleanup Services for Cemeteries”.
- (2) The name and address of the individual submitting the bid. Bids which are forwarded by mail must be enclosed in a separate envelope addressed as follows:

Town of Kent  
Attn: Town Clerk  
Kent Town Center  
25 Sybil’s Crossing  
Kent Lakes, New York 10512

- b. Bid. All blank spaces on the bid form must be filled in. Prices must be specified in both words and figures. Bids must be signed by the bidder and properly acknowledged as specified on the form. Bids which are incomplete, conditioned or obscure, or which contain additions not called for, erasures, alterations, ambiguities or irregularities of any kind may be rejected as informal.

- c. Non-collusion certification. Each Bid must be accompanied by a non-collusion certification as required by General Municipal Law Section 103(d). The certification shall be signed by the bidder. A copy of the form non-collusion certification is annexed hereto.
- d. The Bid shall include the following information:
  - G Sealed envelope properly labeled
  - G Bid proposal form
  - G Non-collusion certification
  - G Bidder Information form
  - G Hold Harmless Agreement

3. Addenda and Interpretation.

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretations should be in writing addressed to the Town Clerk of the Town of Kent, Kent Town Center, 25 Sybil's Crossing, Kent Lakes, New York 10512, and to be given consideration must be received at least three (3) days prior to the date fixed for the opening bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum to the specifications which, if issued, will be mailed, by certified mail with return receipt requested to all prospective bidders at their respective addresses set forth on the sealed bid envelope submitted to the attention of the Town Clerk, not later than two (2) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid submitted. Any addenda so issued shall become part of the contract document.

4. Deviations from specifications.

Minor deviations from specifications need not be specified. Major differences or variances from specifications shall be listed separately from the proposal, and enclosed with the proposal and made a part hereof.

5. Duration of Bid.

Prices and bid shall remain firm and effective for at least forty-five (45) days from the date of the opening of Bids.

6. Bid Price.

The prices quoted are to include the complete cost of providing the specified item

including taxes, wages and withholdings, and all other incidental charges. It is expressly called to bidder's attention that bids are to be complete in all respects and that no extras of any kind be allowed.

7. Taxes.

The price of the bid shall not include any excise or sales taxes from which the Town is exempt.

8. Qualifications of bidders.

The Town may make such investigations as it deems necessary to determine the ability of the bidder to supply the items, and the bidder shall furnish the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Town that such bidder is properly qualified to supply the items. Conditional bids will not be accepted.

9. Statement of equality.

Reference made to trade means, manufacturer's names, minute details and/or methods of manufacture, including material specifications and/or model numbers in the specification affixed hereto is merely intended to indicate a standard of excellence and/or to more suitably detail and explain the type of product desired. Variations from specifications which do not materially affect the operational capability, the ease of maintenance, the physical ability to fit into space availability, long-term operational economies and/or spare parts stock and/or procurement shall not preclude the products of and/or all manufacturers from being given due consideration in respect to the award of the contract. The Town reserves the right to approve all proposed "equals."

10. Town's reservation rights.

It is the Town of Kent's intention that the bid will be awarded to the lowest responsible bidder furnishing the required security. The Town reserves the right to select the bid proposal, or any separate part thereof if separable, the acceptance of which will best serve the interest of the Town or to reject any and all bids and to re-advertise for bids. The Town specifically reserves the right to waive any informalities of the bids tendered.

11. Insurance Requirements

All insurance requirements, as set forth in Schedule B attached hereto, shall be met by the successful bidder at the time bids are awarded. The Contractor and all subcontractors shall file with the Town of Kent, within seven (7) days of the issuance by the Town of a notice of award, proof of the required insurance in a form acceptable to the Town, and naming the Town of Kent, its officers and employees as additional insureds. The Town reserves the right to reject or rescind

any award of bid to a Contractor that is unable to provide acceptable proof of insurance by said deadline.

12. Liquidated Damages

Liquidated Damages in the amount of \$250.00 per day shall be paid to the Town for the Contractor's failure to perform the work within the time allotted for completion.

13. Contractual Agreement

The Town's resolution awarding the bid to the lowest responsible bidder shall constitute the contractual agreement between the Town and the Contractor. However, the Town reserves the right to require that within seven (7) days of the issuance of a notice of award, the Contractor shall execute a personal services contract with the Town for the performance of the services identified in this bid.

NOTE: Additional requirements may be found in the Specifications annexed hereto.

## BID SPECIFICATIONS

The Town of Kent, hereinafter referred to as the “Town,” is requesting proposals from qualified Contractors to accomplish the mowing and cleanup services for all cemeteries throughout the Town of Kent.

### 1.0 SCOPE OF WORK:

- 1.1 The Contractor shall furnish all labor, materials, equipment and incidentals required to perform the mowing and cleanup of debris at all cemeteries located throughout the Town of Kent.

### 2.0 ADMINISTRATION

- 2.1 All work shall be performed in a manner conforming to the best current practice for the industry by skilled craftsman under supervision of a qualified foreman.
- 2.2 The work shall conform to all Municipal, State and Federal regulations applicable to the project.

### 3.0 GENERAL

- 3.1 The bid price submitted by the successful bidder and accepted by the Town shall constitute full compensation of the work described in this Request for Proposals for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete the project.

### 4.0 DURATION

- 4.1 The Contractor shall provide the mowing and cleanup services for all cemeteries located throughout the Town of Kent, as described in the attached Schedule A, for a three (3) year period commencing on April 2024 through October 31, 2026 and with at least twelve (12) mowings per cemetery per year. The contract price for each contract year shall be paid to the Contractor in five (5) equal installments, each due and payable on the first day of each month commencing on May 1.

**BID PROPOSAL  
IN ACCORDANCE WITH SPECIFICATIONS  
FOR  
MOWING AND CLEANUP SERVICES FOR CEMETERIES**

TO: TOWN OF KENT, NEW YORK

THE UNDERSIGNED HAVING A PRINCIPAL PLACE OF BUSINESS AT:

AND BEING RESPONSIBLE AND EXPERIENCED FOR THE PERFORMANCE OF SAME,  
AGREES TO FURNISH THE **MOWING AND CLEANUP SERVICES FOR THE  
CEMETERIES THROUGHOUT THE TOWN OF KENT** QUANTITY AND TYPE OF  
SERVICES DESCRIBED IN THIS REQUEST FOR PROPOSALS, AND IN ACCORDANCE  
WITH THE SPECIFICATIONS CONTAINED HEREIN.

**BID AMOUNT (IN NUMBERS)** \$ \_\_\_\_\_  
per year

**BID AMOUNT (IN WORDS)** \_\_\_\_\_  
\_\_\_\_\_ per year

\* INDICATE ON A SEPARATE SHEET ANY AND ALL VARIANCES WITH  
THE SPECIFICATIONS (ATTACH AN ADDITIONAL PAGE IF REQUIRED)

UPON ACCEPTANCE OF THIS PROPOSAL, BIDDER AGREES TO COMPLY IN ALL  
RESPECTS WITH THE SPECIFICATIONS AS INDICATED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
LEGAL NAME OF PERSON/FIRM/CORP.

BY: \_\_\_\_\_

\_\_\_\_\_  
STREET

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER



**GENERAL MUNICIPAL LAW: Section 103(d)**  
**“NON-COLLUSIVE BIDDING CERTIFICATE”**

In accordance with Section 103-d General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed by such bidder as true under the penalties or perjury; non-collusive bidding certification.

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) 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 other bidder or any competitor.
  - (2) Unless otherwise required 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.
  - (3) 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.
- b. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in its behalf.
- c. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

Name of Bidder: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

## BIDDER INFORMATION FORM

Legal Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Federal Employers ID No. \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

If the Bidder is a Corporation, List the following:

Names of Officers:

Legal Residence:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If the Bidder is a firm or Partnership, List the following:

Names of Members of Partners:

Legal Residence:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If the Bidder is an Individual, List the following:

Name:

Legal Residence:

\_\_\_\_\_

\_\_\_\_\_

### **HOLD HARMLESS AGREEMENT**

In consideration of the bid award, \_\_\_\_\_ (the "Contractor") hereby covenants and agrees to defend, indemnify and hold harmless the Town of Kent, its officers and employees, from and against any and all liability, claims, damages, actions, demands, costs and expenses, including, without limitation, attorneys' fees and disbursements, which may hereinafter accrue, whether now known or unknown, anticipated or unanticipated, with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to the Contractor's performance of mowing and cleanup services for cemeteries in the Town of Kent, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct of the Town of Kent.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# SCHEDULE "A" 2013-2014

## TOWN OF KENT CEMETERIES

town	cemetary name	location/address	acres	seasons maintenance	estimated times per YEAR	description of site to be maintained	estimated cost per maintenance	extension
Kent	BAILEY CEMETERY	1/4 MILES SOUTH OF KENT CLIFFS ON THE RIGHT SIDE OF PEEKSKILL HOLLOW ROAD		April-October	7	Mowing of all lawn area		
Kent	BALLARD GROUND	NORTH OF 2ND KENT BAPTIST CHURCH WEST SIDE OF HORSE POUND ROAD ACROSS FROM 2ND KENT BAPTIST CHURCH		April-October	7	Mowing of all lawn area		
		PLOT IS LOCATED BY MOUNTING THE HILL BY THE 2ND KENT BAPTIST CHURCH TO THE JUNCTION OF THE CHURCH HILL ROAD WITH THE PECKSKILL ROAD						
Kent	DISBROW GROUND	THE GROUND IS AT THE EDGE OF THE ROAD ON THE LEFT HAND OR SOUTHERN PART OF THE JUNCTION		April-October	7	Mowing of all lawn area		
Kent	KENT CLIFFS BAPTIST CHURCH BURYING GROUND NOW KNOWN AS PARKER UNION CEMETERY ON THE "NEW CEMETERY"	THIS CEMETERY IS BEHIND THE OLD BAPTIST CHURCH WHICH IS NO LONGER THERE IT IS ON ROUTE 301 NOT FAR FROM WHERE IT MEETS PEEKSKILL HOLLOW ROAD. THE OLD ROAD LEADS UP THE HILLSIDE SOME DISTANCE. THE CEMETERY IS ON WHAT WAS THE NORTH SIDE OF THE CHURCH		April-October	7	cannot locate		
Kent	RUSSELL CEMETERY FORMERLY RUSSELL MEAD CEMETERY	IT IS LOCATED OFF FARMERS MILLS ROAD AT THE END OF MEAD LANE IT IS AT THE END OF SEVERAL HOUSES		April-October	7	Mowing of all lawn area		
Kent	2ND KENT BAPTIST CHURCH GROUND	GRAVEYARD IS ADJACENT TO THE CHURCH AT LUDINGTONVILLE ON HORSEPOUND ROAD THE BACKSIDE OF ROUTE 82		April-October	7	Mowing of all lawn area		
Kent	SMALLEY GROUND	HILLS ROAD SLIGHTLY WEST OF HINHAM ROAD A DIRT ROAD LEADS DOWN THROUGH A SMALL SWAMPY AREA TO HIGH CLAIRED GROUND BEHIND WHERE THE CEMETERY IS LOCATED		April-October	7	Mowing of all lawn area		
Kent	MILLER HILL ROAD	MILLER HILL ROAD BEHIND CAMP MADDOEN OUTDOOR CENTER		April-October	7	Mowing of all lawn area		

Philipland Cem.

Nelson Cem.

3. Davenport Cem.

4. Coldspring Cem.

5. St. Phillips Cem.

6. South Highland Cem

7. Horton Cem.

8. Selleck Cem.

9. Methodist Cem.

10. Hadden Cem.

11. Knott Cem.

12. Hortonown Cem.

13. Hortonown N.E.

14. Annap Cem.

15. Baxter Cem.

16. Barrett Cem.

17. Carmel Union Cem.

18. Travis Cem.

19. Post Cem.

20. Lawson Cem.

21. Lane Cem.

22. Lange Cem.

23. Presp. Cem.

24. Red Mills Baptist

25. Hill Cem.

26. Barrett Free Cem.

27. Boyd Cem.

28. Haxon Cem.

29. Russell Cem.

30. Tompkins Cem.

31. Indian Cem.

32. Halstead Cem.

33. Parker Cem.

34. Union Cem.

35. Williams Cem.

36. Cole Cem.

37. Crane Cem.

38. Carver Cem.

39. Hugson Cem.

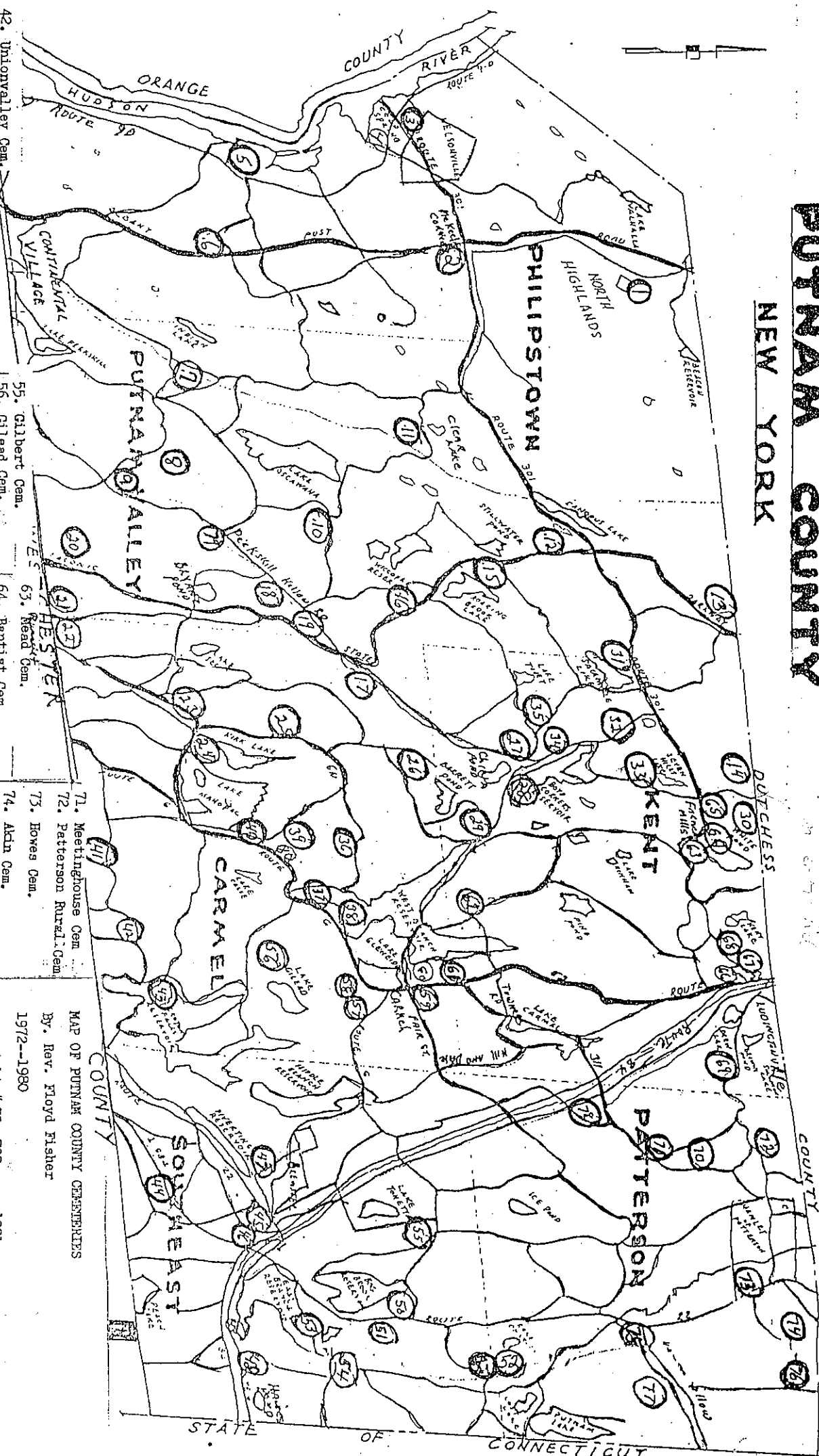
40. Mahopac N.E. Cem.

41. ... Cem.

# CEMETERIES OF

## PUTNAM COUNTY

NEW YORK



- |                       |                       |                  |                         |
|-----------------------|-----------------------|------------------|-------------------------|
| 42. Unionville Cem.   | 49. Brush Cem.        | 56. Gilbert Cem. | 63. Reed Cem.           |
| 43. Drewville Cem.    | 50. Southeast Cem.    | 57. Ellis Cem.   | 64. Baptist Cem.        |
| 44. Drexelville Cem.  | 51. Sherwood Cem.     | 58. Fowler Cem.  | 65. Smalley Cem.        |
| 45. St. Lawrence Cem. | 52. Barnum Cem.       | 59. Kelly Cem.   | 66. Ludingtonville Cem. |
| 46. Methodist Cem.    | 60. Old Baptist Cem.  | 67. Ballard Cem. | 75. Stedwell Cem.       |
| 47. Wood Cem.         | 61. Raymond Hill Cem. | 68. Ketchum Cem. | 76. Indian Cem.         |
| 48. Haines Cem.       | 62. ... Cem.          | 69. Brown Cem.   | 77. Quaker Cem.         |
|                       |                       | 70. ... Cem.     | 78. Kent Cem.           |
|                       |                       |                  | 79. King David Cem.     |
|                       |                       |                  | 80. Creek Cem.          |

MAP OF PUTNAM COUNTY CEMETERIES  
By, Rev. Floyd Fisher  
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1972-1980

## Insurance Agreement for Jobs under \$5,000

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, contractor hereby agrees to effectuate the naming of the Town of Kent as an unrestricted additional insured on the contractor's insurance policies with the exception of workers' compensation.
- II. The policy naming the Town of Kent as an additional insured shall:
  - Be an insurance policy from an A.M. Best rated "secured" or better, New York State Admitted insurer.
  - Provide for 30 days notice of cancellation.
  - State that the organizations' coverage shall be primary non-contributory for the Town of Kent, its Board, employees and volunteers.
  - The Town of Kent shall be listed as an additional insured by using endorsement CG2026 or equivalent form. The certificate must state this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance and certificate must state as such.
  - Contractual Liability must be included and indicate on certificate
- III. The contractor agrees to indemnify the Town of Kent for any applicable deductibles.
- IV. Required Insurance:
  - **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/\$2,000,000 general aggregate and products completed operations aggregates. The general aggregate shall apply on a per-project basis.
  - **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. An insurance carrier with A.M. Best rating "secured" or better
  - **Workers Compensation**  
Statutory Workers Compensation and Employers Liability Insurance for all employees. An insurance carrier with an A.M. Best rated "secured" or better
  - **Owners Contractors Protective Insurance when applicable**  
(Required for construction projects in excess of \$200,000)
  - **Excess Insurance**  
\$2,000,000 per occurrence/\$2,000,000 general aggregate limit
  - **Bid, Performance and Labor & Material Bonds**  
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing, A.M. Best rated "secured" or better

## Insurance Agreement for Contractors

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, contractor hereby agrees to effectuate the naming of the Town of Kent as an unrestricted additional insured on the contractor's insurance policies with the exception of workers' compensation.
- II. The policy naming the Town of Kent as an additional insured shall:
  - Be an insurance policy from an A.M. Best rated "secured" or better, New York State Admitted insurer.
  - Provide for 30 days notice of cancellation.
  - State that the organizations' coverage shall be primary non-contributory for the Town of Kent, its Board, employees and volunteers.
  - The Town of Kent shall be listed as an additional insured by using endorsement CG2026 or equivalent form. The certificate must state this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance and certificate must state as such.
  - Additional Insured including Products Completed Operations (CG2037) must be included and certificate must indicate.
  - Waiver of Subrogation must be provided in favor of the Town of Kent
  - Contractual Liability must be included and indicate on certificate
- III. The contractor agrees to indemnify the Town of Kent for any applicable deductibles.
- IV. Required Insurance:
  - **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/\$2,000,000 general aggregate and products completed operations aggregates. The general aggregate shall apply on a per-project basis.
  - **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. An insurance carrier with A.M. Best rating "secured" or better
  - **Workers Compensation**  
Statutory Workers Compensation and Employers Liability Insurance for all employees. An Insurance carrier with an A.M. Best rated "secured" or better
  - **Owners Contractors Protective Insurance when applicable**  
(Required for construction projects in excess of \$200,000)
  - **Excess Insurance**  
\$5,000,000 per occurrence/\$5,000,000 general aggregate limit
  - **Bid, Performance and Labor & Material Bonds**  
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing. A.M. Best rated "secured" or better

## Sample Insurance Agreement for Contractors

- **Asbestos/Lead Abatement Insurance**  
With coverage for removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. Coverage shall remain for two years following the completion of work.
  - **Professional Errors and Omissions Insurance**  
\$1,000,000 per occurrence/\$2,000,000 aggregate for the negligent professional acts of the consultant. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability damages, indemnification and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of insurance evidencing the above requirements have been met, prior to commencement of work or use of facilities.
- VII. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also the NYMIR, as the Municipality's insurer.